

GENERAL TERMS & CONDITIONS

ZUIVER^o

Article 1 – Definitions

ZUIVER: The company with limited public liability ZUIVER B.V. established and with its registered office at Rak no. 20, 1551 NA in Westzaan, in the borough of Zaanstad.

Offer: The goods which ZUIVER intends to supply to the Client, together with the estimate for the associated costs.

Client: The individual or legal body who instructed ZUIVER to supply the items and/or goods.

Contract: Each contract between ZUIVER and Client concerning the purchase and sale of goods.

General Terms & Conditions: These general terms & conditions of ZUIVER

Article 2 – Applicability

2.1 The general terms & conditions apply to all offer requests, proposals, contracts and supplies concerning the sale and purchase of items and/or goods.

2.2 ZUIVER rejects the validity of any Client's general terms & conditions, unless it is evident from a document signed by both parties that ZUIVER and the Client have agreed otherwise in writing.

2.3 In the event that any provision in these general terms & conditions may be null and void or may nullified, this does not invalidate any of the remaining provisions.

2.4 Deviations from and supplements to these general terms & conditions may only be agreed with ZUIVER in writing.

2.5 All of the clauses in these general terms & conditions have been drafted for the benefit of all of the directors of ZUIVER and all persons employed by ZUIVER and/or engaged by ZUIVER.

2.6 By entering into the Contract the Client accepts these general terms & conditions, without the requirement for any further written confirmation.

2.7 These general terms & conditions have been lodged with the Chamber of Commerce in Amsterdam.

Article 3 – Offers

3.1 All of ZUIVER's Offers and price lists continue to be without obligation. All offers apply for the term stated in the offer. In the event that no term is stated in the offer, the offer is valid for 14 days. ZUIVER is only bound by the Offer in the event that the Offer is signed by the Client and received by ZUIVER within fourteen (14) days. ZUIVER is entitled to revoke the Offer within two (2) working days of receipt of the acceptance.

3.2 Each Offer is based on the details, drawings, specifications and other information from ZUIVER's collection or from those supplied by the Client with the request. The details are only binding for ZUIVER if this is laid down in the contract.

3.3 The prices included in the Offer are exclusive of VAT and other government imposed duties, together with any costs incurred within the context of the contract, including despatch and administrations cost, unless stated otherwise in the Offer.

3.4 In the event that discrepancies from the Offer arise in the implementation of the contract, ZUIVER shall inform the client of this as swiftly as possible.

3.5 In the event that the sum invoiced by ZUIVER to the Client exceeds the sum stated in the offer by a percentage of 10% or less, such an excess shall be considered to be an acceptable margin of error in the estimate, the risk of which shall be borne by the Client. ZUIVER is not bound to inform the Client of this.

3.6 ZUIVER reserves the right to charge the Client for any price changes and storage costs which may occur in the period between the signature of the Contract and the invoice date.

3.7 ZUIVER reserves the right to charge the costs incurred in issuing a complicated offer to the Client at the time that a contract is entered into between the parties as a result of that Offer.

3.8 ZUIVER is entitled to refuse an assignment for its own reasons, even if the Client is a member of the ZUIVER dealer network.

Article 4 – Prices

4.1 For delivery within the Netherlands the minimum order amount is € 350.00, outside of the Netherlands € 750.00 and in both cases the prices exclusive of VAT, sales tax, shipping/despatch costs, packaging, administration costs, insurances and any other taxes or government levies, apply.

4.2 All deliveries are made at the agreed prices, on the understanding that should any materials, packaging, raw materials, unfinished goods, purchase prices, wages, wage costs, social and government taxes, freight charges, insurance premiums, exchange rates and/or other factors which determine the price of the goods be subject to amendment, ZUIVER is entitled to amend its prices accordingly on two (2) occasions per annum on 1 January and/or 1 July of that calendar year due to the influence of the aforementioned non-exhaustive list of market conditions. Such a price amendment does not entitle the Client to dissolve the contract or to have the contract dissolved, unless the price amendment constitutes an increase over more than 15%.

4.3 In the event that a price has not (yet) been agreed ZUIVER shall charge the Client the prices and rates which apply at the time of delivery.

4.4 All of the costs arising from later supplements and/or amendments to an Assignment by or on behalf of the Client are to be borne entirely by the Client.

4.5 All prices shall be indexed/amended annually on 1 January by the applicable price index figure of the Central Office of Statistics.

Article 5 – Contract

5.1 The Contract between ZUIVER and its Client is constituted by the Client's written instruction.

5.2 The confirmation of the order by ZUIVER must be checked upon receipt by the Client and in the event of the establishment of any discrepancies, these must be immediately communicated in writing to ZUIVER.

5.3 The Client is not entitled to transfer or mortgage his rights arising from the contract to a third party without ZUIVER's written permission.

5.4 ZUIVER reserves the right to supply orders on cash on delivery terms without stating the reason.

Article 6 – Delivery time

6.1 The delivery terms stated in the Offer and/or Contract only apply for the purpose of information and never apply as deadlines.

6.2 The delivery time in the Offer and/or Contract shall in any case be extended for the duration of any delay, in the event that the delay is the consequence of insufficient cooperation by the Client in the implementation of the Contract.

6.3 Exceeding the delivery time by ZUIVER shall never be considered to be a shortcoming in the fulfilment of the obligations arising from the Contract and does not allow the Client the right to dissolve the contract, refuse payment or to neglect its obligations in any other way. Nor does the exceeding of the delivery time render ZUIVER liable for the payment of compensation of any nature whatsoever.

Article 7 – Despatch and delivery

7.1 Delivery occurs as soon as ZUIVER surrenders or allows the goods to be surrendered to the Client.

7.2 In the event that the goods are despatched by ZUIVER's transport or by shippers working on its behalf, delivery is made by presenting the goods at ground floor level of Client's warehouse or showroom.

7.3 The risk for the goods transfers to the Client at the moment that the Client takes delivery. Delivery is defined as: the placing of goods under the Client's control. The goods are also placed under the Client's account and risk from the moment the Client neglects to perform actions which it is required to perform in cooperation with the delivery. The Client is in default if he does not accept delivery of the goods immediately at the agreed delivery time and delivery location. The Client must make available (allow to be made available) sufficient resources and personnel for the swift and undisrupted unloading of the goods. Extra costs generated by negligence on the part of the Client, including storage, administration and transport costs for the unaccepted goods shall be borne by the Client.

7.4 ZUIVER cannot accept liability for colour variations which are no greater than colour nuances. The Client may not reject delivery on that premise.

7.5 The Client is obliged to check the delivered goods for quantity, quality, specification and other discrepancies from the agreed standard immediately and within two weeks of the delivery at the latest.

7.6 ZUIVER is entitled to deliver an order in full or in part deliveries. In the latter case ZUIVER is entitled to demand separate payment for each individual part delivery. If and so far as a part delivery is not paid for by the Client, ZUIVER is not obliged to deliver the subsequent part delivery, but ZUIVER is entitled, at its own discretion, to suspend or dissolve the contract for the duration that the Client fails to fulfil this obligation, without legal intervention and without the requirement to place the Client in default, without prejudice to its other rights, including the right to compensation.

Article 8 – Retention of title

8.1 The delivered goods and the goods to be delivered remain the exclusive property of ZUIVER for as long as the Client fails to fully comply with its obligations arising from the Contract and all claims which ZUIVER has or shall have against the Client, including claims as defined in article 3:92, clause 2 of the Dutch Civil Code for interest and legal and extrajudicial costs have been paid in full.

8.2 If the Client manufactures a new item from goods delivered by ZUIVER which are subject to the retention of title, in manufacturing that item it acts at ZUIVER's instruction and shall retain the item for ZUIVER. It only acquires title at the moment that retention of title expires.

8.3 As long as the title to the goods has not been transferred to the Client, these goods may not be pledged or any right to them be extended to third parties, except for within the normal course of its business.

8.4 The Client is obliged to store goods which are delivered subject to retention of title with all due care and recognisably as the property of ZUIVER. The Client shall insure the goods against all risks based on the invoice value. The Client shall provide ZUIVER with the name and address of the insurers and copies of the policies at its first request. Furthermore the Client shall establish a silent pledge in favour of ZUIVER over its claims in respect of that insurer at ZUIVER's first request.

8.5 ZUIVER is entitled to recover goods delivered subject to retention of title and which are still present at the Client's premises in the event that the Client is in default of its payment obligations or encounters or threatens to encounter payment difficulties. The Client shall permit ZUIVER access to its premises and/or buildings at all times to inspect the goods and/or for the implementation of its rights.

8.6 The aforementioned provisions are without prejudice to ZUIVER's other rights.

Article 9 – Claims

9.1 The Client is obliged to inspect the goods thoroughly for defects immediately following delivery. In the event that the Client is of the opinion that there are defects, the Client must state these defects on the shipper's consignment note upon receipt and inform ZUIVER of this within 48 hours of delivery by letter including illustrations. Claims will only be accepted provided they are submitted to ZUIVER by letter within 48 hours of delivery. Once the aforementioned time period has expired the delivered goods are deemed to have been accepted irrevocably and unconditionally by the Client. Any legal claims must be instigated within one year of the timely communication of the claim upon penalty of expiry. The burden of proof of timely communication of the claim rests with the Client.

9.2 Claims of whatever nature do not suspend the Client's payment obligations. 9.3 Discrepancies in quality, dimensions or colours which cannot be technically prevented or which are generally accepted in custom and practice may not constitute any grounds for claims. Furthermore the claim shall only be honoured by ZUIVER if it is permitted the opportunity to inspect the goods in their original condition. Only goods which are returned upon ZUIVER's instruction and furthermore the claim for which is approved by ZUIVER shall be accepted by ZUIVER. Return shipping is at the Client's risk and expense. For a claim which has been proved by the Client and approved by ZUIVER, ZUIVER may, at its discretion, opt to replace the components or items to which the claim relates or to credit the Client, to the exclusion of any other right to compensation on the part of the Client. Each part delivery is regarded as a separate delivery for the purpose of claims.

9.4 The Client may not submit claims in respect of goods which it has processed further following delivery by ZUIVER.

9.5 Should the parties be unable to arrive at an agreement an independent expert shall be engaged, the costs of which shall be borne by the party which is found to be in the wrong.

Article 10- Liability

10.1 ZUIVER is never (including in the event of force majeure, failure to fulfil any obligation, unlawful act, incorrect advice) bound to the payment of any compensation and/or penalty. Insofar as it is legally established that the aforementioned exemption from liability cannot remain in force it applies that the sum to be paid by ZUIVER in respect of compensation and penalty shall (may) never be greater than the sum covered by the product/liability insurance taken out by ZUIVER. The sum to be paid by ZUIVER in respect of compensation and penalty shall (may) not be higher than the sum stated on the invoice in respect of the goods concerned. In all cases it applies that ZUIVER is never liable for indirect and/or consequential loss. ZUIVER is not liable for loss caused by or during the implementation of works to goods belonging to the Client and/or third parties or to persons.

10.2 In the event that ZUIVER supplies to a Client who during trades during the course of his business or profession and supplies to products supplied by ZUIVER to a consumer, the Client indemnifies ZUIVER against all consumer claims of whatever nature from the moment that the goods are delivered by ZUIVER and are inspected and accepted by the Client within the period stated as defined in article 9.1. Following the aforementioned inspection the Client is liable for all consumer complaints. Should a consumer claim against ZUIVER directly, the Client is liable to ZUIVER for the full sum claimed from ZUIVER, which sum ZUIVER is entitled to claim from the Client without the requirement for legal intervention.

10.3 ZUIVER is not liable for loss which is the consequence of the compliance of goods delivered by ZUIVER with legal or other government imposed requirements in respect of (the use of) those goods.

10.4 ZUIVER is not liable for loss which is the consequence of errors or neglect by third parties who, with the Client's consent, are responsible for the supply of materials or the carrying out of works.

Article 11 – Force Majeure

11.1 In the event of force majeure, ZUIVER is entitled, at its own discretion, to suspend the implementation of the contract in full or in part for the duration of the circumstances leading to the force majeure situation, or to dissolve the contract without the Client having the right to claim compensation.

11.2 Force majeure circumstances include the following: strikes, lockouts, fire, water damage, natural disasters, external calamities, mobilisation, war, import or export traffic restrictions, government measures, delays in the supply of raw materials or components, lack of workforce, failure by suppliers and any circumstance which obstructs the normal course of business as a result of which the failure to fulfil the contract by ZUIVER cannot reasonably be expected.

11.3 In the event that as a result of force majeure ZUIVER is unable to fulfil the order normally, it is entitled to implement the contract at a later date or to declare the contract to be dissolved in full or in part without the requirement for legal intervention.

11.4 In the event of dissolution as defined in article 11.3 the Client is obliged to accept the available goods and to pay the purchase price proportionally. In the event that ZUIVER is forced to incur extra costs in order to fulfil the order as a result of force majeure, it is entitled to pass on those extra costs to the Client.

11.5 In these cases ZUIVER is not obliged to pay compensation of any nature

whatsoever.

Article 12 - Guarantee/service

12.1 In the event that within one year of supply goods demonstrate defects which are due to poor manufacture, construction or installation, those goods shall be repaired or replaced at ZUIVER's discretion. ZUIVER is in that case not liable for any additional costs incurred by the Client of whatever nature.

12.2 If the Client has made modifications, carried out repairs or used supplied goods in an abnormal way, ZUIVER is not obliged to honour the guarantee.

12.3 In the event that the Client wishes to make a claim under this guarantee, it must do so in writing within fourteen days of the date it discovered, or could reasonably have discovered, the defects. The goods must be left in unaltered condition until ZUIVER has investigated the claim.

12.4 The Client indemnifies ZUIVER against all claims by third parties in respect of goods supplied by ZUIVER or works undertaken by ZUIVER unless it is established legally that those claims are a direct consequence of gross negligence on the part of ZUIVER and furthermore that the client demonstrates no blame on its part in this respect.

12.5 The Client undertakes to take out appropriate commercial liability insurance in respect of his liability for goods delivered by him to third parties which were wholly or partly manufactured by ZUIVER or for which ZUIVER supplied materials.

Article 13 – Payments

13.1 All invoices sent out by ZUIVER must be paid by the Client within FOURTEEN days of the invoice date, without discounts or settlements of any nature, unless explicitly agreed otherwise.

13.2 ZUIVER is entitled to demand payment in full prior to or upon delivery of the goods.

13.3 ZUIVER may agree in advance in writing a 2% payment discount for payment of the invoice to ZUIVER's account within EIGHT days of delivery.

13.4 If payment takes place via automatic transfer, a payment discount of 2% may be agreed. If that payment transfer is disrupted or appears to be impossible, the payment discount will not apply to any subsequent payment transfer for the same invoice(s). In the event of a disruption an administration charge of € 7.50 will be made simultaneously with the invoices.

13.5 In the event of non-compliance, part-compliance and untimely compliance with the aforementioned clauses the Client is placed in default and in neglect without the requirement for legal notice of default. In the event of default interest is charged which is equivalent to statutory commercial interest on the invoice sum, calculated from the invoice date.

13.6 In the event of default, including in the circumstances referred to elsewhere in this article, legal and extrajudicial costs in respect of the establishment of loss and liability and obtaining compliance, together with the prevention of limitation of loss as a consequence of events upon which liability rests, the interest on the principal sum and other costs - in addition to the principal sum - become payable immediately. Extrajudicial costs amount to 15% of the principal sum with a minimum of € 500.00, supplemented by advances and taxes due.

13.7 The payments due to be made by the Client must be made without deduction, discount or suspension, settlement, compensation, debt offsetting, debt mining, however referred to and for whatever reason. The Client therefore expressly waives these rights.

13.8 If ZUIVER has accepted an order, the Client is obliged - which obligation forms an integral part of the contract - to provide ZUIVER with proof of its creditworthiness if requested to do so, either prior to delivery or thereafter, to provide security for the fulfilment of all its obligations. The obligation to provide security stated in this clause also applies to the obligation to pay compensation for loss to ZUIVER.

13.9 In the event that the Client remains in default of its obligation to provide security, ZUIVER is no longer obliged to fulfil its obligations to the Client, without prejudice to its right to the payment of funds due to ZUIVER arising from the contract and the payment of compensation.

Article 14- Failure to perform and dissolution

14.1 In the event that the Client does not fulfil its obligations due to bankruptcy, payment moratorium, receivership, embargo upon its goods, temporary closure, transfer or liquidation of its business or any significant change to its financial circumstances, ZUIVER is entitled to dissolve the contract without the requirement for legal intervention, without prejudice to its further rights to compensation.

14.2 Furthermore, in the event of the circumstances stated in the first clause, ZUIVER has the right to suspend the implementation of all current contracts between the parties, whereas under these circumstances all of ZUIVER's outstanding claims become due instantly and immediately.

Article 15 – Applicable law and competent court

15.1 All disputes are resolved amicably. Should this not be possible disputes will be ruled upon by the competent court in Haarlem. ZUIVER is also entitled to submit disputes to another competent court.

15.2 Contracts, general terms & conditions and any further contracts, together disputes arising from them are subject to Dutch law. The Vienna Convention on the International Sale of Goods of 11 April 1980, Trb 1981, 184 is in no way applicable.