

GENERAL TERMS AND CONDITIONS OF SALE

of CM Europe B.V., based in Deventer, registered at the Chamber of Commerce under number 84192437

1. Definitions

1.1. With customer is meant the buyer of matters and/or services from CM Europe B.V.

2. Applicability of the general terms and conditions of sale

- 2.1. These conditions are applicable to all offers of CM Europe B.V. and agreements between CM Europe B.V. and customers, unless explicitly agreed upon differently in writing;
- 2.2. Only these conditions are applicable to all offers and agreements. Applicability of all general terms and conditions involved by a customer is expressly rejected;
- 2.3. Supplements to or deviations of these conditions only bind CM Europe B.V. as far as expressly agreed upon in writing;
- 2.4. If a stipulation from these conditions will be destroyed, the agreement CM Europe B.V. and customer entered into will be effective as much as possible. The concerning stipulation will be replaced by a stipulation that approaches the original stipulation as much as possible.

3. Offers and quotations

- 3.1. All offers, quotations and advice CM Europe B.V. advances are without obligations, unless explicitly agreed upon differently in writing. An offer is valid for the duration of 30 days;
- 3.2. All offers, quotations and advice CM Europe B.V. advances are based upon the details the customer provides. CM Europe B.V. may assume the details the customer provided are correct.

4. Agreement

- 4.1. An agreement will exclusively come about if CM Europe B.V. confirms an assignment in writing or performs this assignment;
- 4.2. The contents of the agreement are limited to which is agreed upon in writing. Supplements to or deviations of the agreement only bind CM Europe B.V. as far as these are confirmed by CM Europe B.V. in writing. If the supplements or changes have consequences for the price, delivery term and/or other conditions as agreed upon, CM Europe B.V. will inform the customer with this;
- 4.3. When two or more natural or legal persons at the side of the customer enter into an agreement with CM Europe B.V., they are jointly and severally liable for the commitments that come forth from this agreement in this case;
- 4.4. Oral promises by or agreements with subordinates of CM Europe B.V. do not bind CM Europe B.V., only and as far as these are confirmed by CM Europe B.V. in writing.

5. Prices

- 5.1. The prices CM Europe B.V. states are, unless explicitly indicated otherwise, in Euros and are excluding turnover tax (VAT) and other levies that are enforced as stipulated by the authorities. The prices are also exclusive the costs for packaging and the shipment costs;
- 5.2. After the realization of the agreement, CM Europe B.V. is entitled to increase the prices as agreed upon in case of interim developments that have a price-increasing effect, such as changes in cargo costs, customs costs, prices of goods and/ or raw materials, taxes, wages or social policy costs, currencies and other factors that have a price-increasing effect.

6. Delivery and risk

- 6.1. Unless explicitly agreed upon otherwise in writing, delivery takes place at the storage/company of CM Europe B.V.;
- 6.2. The matters are at the risk of customer for 7 days after CM Europe B.V. has informed the customer that the matters are ready for delivery, which takes place as soon as the matters leave the company/storage of CM Europe B.V.;
- 6.3. The opposing party is committed to purchase the purchased matters at the moment these are ready for delivery. If customer rejects the purchase or is in default in providing information or instructions, necessary for the delivery, the matters will be stored at risk of the customer. In that case, customer will be indebted the storage costs, notwithstanding the right of CM Europe B.V. to full monetary damages;
- 6.4. Except if a partial delivery does not have separate value, CM Europe B.V. is entitled to deliver the sold matters in parts. If the matters are delivered in parts, CM Europe B.V. is authorized to invoice every part separately;
- 6.5. The shipment of matters always takes place at the risk of the customer, also when postage paid delivery is agreed upon. CM Europe B.V. chooses the way of transport, also with the deliveries that are not postage paid and at which no prescriptions for the shipment are provided by the customer.

7. Delivery term

- 7.1. Delivery terms are considered to be roughly agreed upon, unless these are expressly qualified as final;
- 7.2. The delivery terms will start as soon as all matters that are necessary for the performance of the agreement by customer and distributors of CM Europe B.V., matters and details are provided and the possibly agreed upon deposit is received by CM Europe B.V.;
- 7.3. Exceeding the delivery term does not compel CM Europe B.V. to compensation, nor does she give the customer the right to terminate the agreement. The customer does have the right to give CM Europe B.V. a written notice of default after exceeding a delivery term, and then still set a fair term, after expiry of which every party may terminate the agreement of the matters that are not delivered, without parties being liable for compensation for the termination of this case.

8. Samples, models and examples

- 8.1. All models, samples, images, drawings, sizes, weights or other details CM Europe B.V. has shown or provided correspond as much to the (product) information the manufacturer/supplier provided to CM Europe B.V. and only function as a reference. The matters that are to be delivered can deviate from this. Customer cannot derive rights from the conformity of the delivered matters, unless it is explicitly indicated that delivery will take place in conformity with the provided models, samples, images, sizes, weights or other details;
- 8.2. As far as intellectual or industrial ownership rights of CM Europe B.V. exists on the drawings, models, manuals, software and such that is made available to the customer, these will remain in the possession of CM Europe B.V.. Customer will receive a non-transferrable license of that for the usage of these rights, as far as necessary in all fairness in the framework of the usage of the matters CM Europe B.V. delivered in the normal practice of the company of customer.

9. Payment

- 9.1. Payment needs to take place within 30 days after date of invoice in the way CM Europe B.V. states. After expiry of these period, customer is in default and is indebted the legal interest, increased with 1.5% per month or part of that when full payment does not take place;
- 9.2. Payment needs to take place without discounts or calculations;
- 9.3. CM Europe B.V. is always entitled to desire a deposit for the matters that are to be delivered or the activities that are to be performed. CM Europe B.V. is also always entitled to desire other certainty for the observance of the commitments of customer;
- 9.4. The payments customer has done always stretch to initially decrease all indebted interest and expenses, and secondly to the invoices that were payable the longest, even if customer states that the payment concerns a later invoice;
- 9.5. In case of liquidation, bankruptcy, moratorium of payment or (partial) attachment of the property of customer, all commitments of customer will be immediately callable;
- 9.6. If customer is in default with regard to the observance of one or more of her commitments, all extrajudicial and judicial costs will be at the expense of the customer, with a minimum of 250,-, or, if this amount is higher, 15% of the claimed main sum (excluding interest). If the real made collection costs are lower than the minimum as stated before, these costs can be considered as contractual fine (notwithstanding the right of CM Europe B.V. to full damages), which is also indebted if the collection measures are limited to the sending of one or several demand letters.

10. Deficiencies and complaint terms

- 10.1. Customer needs to have the purchased matters researched for conformity at delivery or as soon as possible after deliver. Visible or other knowable deficiencies need to be reported in writing to CM Europe B.V. within 8 days after delivery. Non visible deficiencies need to be reported to CM Europe B.V. within 8 days after discovery. Non-timely reports lead to expiry of the right of warranty;
- 10.2. Also when customer timely reclaims, her commitment to payment and purchase of the orders she has made will remain;
- 10.3. As far as CM Europe B.V. is responsible for transport for the matters that are to be delivered, complaints concerning visible or knowable damage of the goods during transport need to be commented on the consignment note, with a lack of that the liability of CM Europe B.V. will expire due to that.

11. Warranty

- 11.1. CM Europe B.V. guarantees, with due observance of which is determined elsewhere in these conditions, that the matters she delivered will function in correspondence with and during a period of 12 months after delivery, in correspondence with their specifications;
- 11.2. Warranty on the materials and/or matters of involved third parties is only given if and as far as the concerning manufacturer/supplier provides a warranty and also to that extent. CM Europe B.V. is not responsible for the observance of this manufacturer/supplier warranty towards the customer, but he will assist customer at the transferring of warranty claims;
- 11.3. If a delivered matter does not comply with the agreement, customer is entitled to repair or replacement of the delivered matter, such at CM Europe B.V.'s choice. Replaced matters will become the possession of CM Europe B.V.;
- 11.4. The warranty is not applicable if the non-compliance, respectively the malfunctioning of the delivered matter in correspondence the specifications is (partially) the consequence of improper treatment, such as for example, but not limited to, negligence, wrong usage, incurrent or not performing of maintenance precautions. Furthermore, the warranty is not valid if it concerns deviations that cannot technically be avoided, imply a qualitative improvement or does not significantly limit the functionality of the matter for the goal that the customer uses it for the normal performance of his company;
- 11.5. Matters that are sent to CM Europe B.V. for warranty assessment always need to be postage paid. Non-franked shipments will be rejected by CM Europe B.V., also when it concerns matters that are offered for repair outside the granted warranty.

12. Liability

- 12.1. The liability of CM Europe B.V. for the delivered matters is limited to the observance of CM Europe B.V. of her warranty commitments, as described in article 11. If CM Europe B.V. cannot appeal to the limitation as aforementioned in any cause, a liability limitation with the height of the invoice value of the involved matters is valid with regard to the delivery of matters;
- 12.2. The liability of CM Europe B.V. for the damage the customer directly suffered with regard to the performed services is limited to these cases in which CM Europe B.V. accountably failed in the observance of her commitments and is limited to the invoice value;
- 12.3. The liability of CM Europe B.V. for indirect damage, such as, but expressly not limited to, decrease of profits and turnover, damage by company stagnation and missed savings, is excluded in all cases;
- 12.4. The liability of CM Europe B.V. for the damage the customer suffered as a consequence of a wrongful act in the framework of the performance of the agreement by CM Europe B.V. is excluded, except as far as the damage is the consequence of recklessness or intent of operators or executive subordinates of CM Europe B.V.;
- 12.5. CM Europe B.V. is never liable for any damage the customer suffered as a consequence of fire, theft and/or burglary of the products of CM Europe B.V. delivered;
- 12.6. The liability of CM Europe B.V. concerning events that are covered by its liability insurance is limited to the amount that is covered by the insurer;
- 12.7. Every claim of customer to CM Europe B.V. by virtue of this article will expire by the single passage of time of 12 months after the development of the claim, unless legal action is commenced against CM Europe B.V. in this case;
- 12.8. Further stretching liability limiting or excluding conditions, which can be enforced against CM Europe B.V. by third parties (such as, but expressly not limited to suppliers), can also be enforced against a customer by CM Europe B.V.;
- 12.9. Customer indemnifies CM Europe B.V. against all claims of third parties for compensation of damage, for which the liability of CM Europe B.V. in these conditions is excluded in the relation with customer.

13. Force majeure

- 13.1. With force majeure is meant, besides the determined in article 6:75 CC: work strikes, transport or company failures, government measures, theft, fire, willful damage and breach of contract by suppliers or other third parties that CM Europe B.V. involved for the performance of her commitments;
- 13.2. CM Europe B.V. is also entitled to appeal to force majeure if the circumstance that prevents (further) observance occurs after CM Europe B.V. had to comply with the commitments by virtue of the agreement;
- 13.3. With force majeure, the commitments of CM Europe B.V. by virtue of the agreement are suspended. If the period in which CM Europe B.V. cannot comply with the commitments due to force majeure is longer than 3 months, both parties are authorized to terminate the agreement, without a commitment to damages or undoing exists in that case.

14. Retention of title

- 14.1. The matters CM Europe B.V. delivered will remain the possession of CM Europe B.V. until customer has complied with all commitments towards CM Europe B.V., both with regard to the involved delivery as with regard to earlier or later deliveries and performed services;
- 14.2. The matters CM Europe B.V. delivered, which are classified under the retention of title by virtue of subsection 1, may only be resold in the framework of normal business operations of customer. Customer is not authorized to pledge the matters or establish any other right to it;
- 14.3. If customer does not comply with his commitments towards CM Europe B.V. or when there is a well found fear that she will not do such, CM Europe B.V. is authorized to remove or have the delivered matters removed that the retention of title is applicable to as referred to in subsection 1, at the customer or third parties that hold the matter(s) for the customer, including the needed dismantling necessary for this. Customer is committed to render all assistance subject to a fine of 10% of the sale value, excluding VAT of the concerning matters per day or part of that of which the customer remains in default, notwithstanding the right of CM Europe B.V. to full damages.

15. Termination of the agreement

- 15.1. With non-observance of a claimable commitment by customer, CM Europe B.V. is authorized to suspend the further performance of the agreement or to change to termination of the agreement, not-withstanding the right of CM Europe B.V. to claim damages;
- 15.2. If circumstances occur with regard to persons and/or materials that CM Europe B.V. involves or plans to involve for the performance of the agreement, which are of such nature that performance of the agreement becomes impossible or so inconvenient and/or disproportionately expensive, that observance of the agreement cannot be demanded in all fairness, CM Europe B.V. is authorized to terminate the agreement;
- 15.3. If CM Europe B.V. has already complied with her commitments or only a part of her commitments at the taking effect of the force majeure, she is authorized to invoice the already delivered and/or the delivered part separately and the opposing party is compelled to settle this invoice as it concerned a separate contract. This does not come up if the delivered and/or deliverable part does not have a separate value.

16. Applicable law and competent judge

- 16.1. Dutch law is applicable to all special offers and agreements with CM Europe B.V.

17. Definitions

- 17.1. With supplier is meant the supplier of matters and/or services to CM Europe B.V.

18. Applicability of the general terms and conditions of purchase

- 18.1. These conditions are applicable to all offers of supplier and agreements between CM Europe B.V. and supplier, unless explicitly agreed upon differently in writing;
- 18.2. Only these conditions are applicable to all offers and agreements. Applicability of all general terms and conditions of purchase involved by a supplier is expressly rejected.

19. Agreement

- 19.1. An agreement between CM Europe B.V. and supplier will originate at the moment of receipt of an order confirmation by CM Europe B.V.. This order confirmation needs to be received within 14 days after date of the order;
- 19.2. CM Europe B.V. is authorized to desire change of the matters that are to be delivered or the services that are to be performed;
- 19.3. If a change has consequences for the price and/or delivery term in the view of supplier, supplier will inform CM Europe B.V. with this in writing before the change will be carried through;
- 19.4. If the consequences of the price and/or delivery term as agreed upon is unfair in the view of CM Europe B.V. with regard to the nature and extent of the change, CM Europe B.V. has the right to cancel the order with regard to the change without any costs, or to terminate the agreement, without parties being liable for compensation in this case;
- 19.5. If CM Europe B.V. has placed an order specifically on behalf of an assignment of her customer, CM Europe B.V. is entitled to cancel the order in case of cancellation of the assignment by her customer.

20. Prices

- 20.1. Unless explicitly stated otherwise in writing, the stated prices by the supplier are fixed, excluding turnover tax (VAT) and stated in Euros;
- 20.2. Unless explicitly stated otherwise in writing, the prices the supplier advances are including all costs for packaging and transport, as well as the costs forthcoming from the usage of intellectual ownership right.

21. Delivery and risk

- 21.1. Unless explicitly agreed upon otherwise, delivery takes place at the company of CM Europe B.V.;
- 21.2. The matters are for the risk of supplier until the purchased matters are received by CM Europe B.V. and accepted by CM Europe B.V.;
- 21.3. If CM Europe B.V. is not capable to receive the matters at the time as agreed upon. Supplier will postpone the delivery at the request of CM Europe B.V. for a fair term that CM Europe B.V. determines;
- 21.4. With the exception of previous written approval of CM Europe B.V., partial deliveries are not authorized;
- 21.5. The way of shipment and packaging will be performed in conformity with the wishes of CM Europe B.V. as agreed upon. If CM Europe B.V. has not submitted her wishes to the supplier beforehand, supplier will timely inform for these.

22. Inspection

- 22.1. CM Europe B.V. preserves her right to reject the delivered matters within a term of 14 days after delivery, if and as far as they are not in correspondence with the requirements and specifications as stated in the order, or when imperfections are perceived with respect to materials or manufacturing. Supplier will be informed in writing about the rejection by CM Europe B.V.. After rejection of the matters, CM Europe B.V. will return the rejected matters for the account and risk of the supplier or store them;
- 22.2. In case of rejection, supplier will directly credit the already paid or invoiced order sum to CM Europe B.V. and the agreement is considered never to have originated. This notwithstanding the right of CM Europe B.V. to claim damages.

23. Delivery term

- 23.1. Supplier is committed to maintain the delivery terms very strictly. In case of exceeding, without this being accepted by CM Europe B.V. beforehand and in writing, CM Europe B.V. is entitled to completely or partially terminate the agreement without further notice of default, notwithstanding her other rights towards supplier.

24. Payment

- 24.1. Payment will take place within 30 days after receipt of the invoice and approval of the delivered matters or the performed services;
- 24.2. CM Europe B.V. is entitled to calculate the amounts she is indebted with which the supplier is indebted by virtue of her company;
- 24.3. In case of liquidation, bankruptcy, moratorium of payment or (partial) attachment of the property of customer, all commitments of supplier will be immediately callable.

25. Warranty

- 25.1. Supplier guarantees that the matters she delivered are in correspondence with and will function in correspondence with their specifications during a period of 12 months after the start of use by CM Europe B.V., or, if the matters are resold by CM Europe B.V., during a period of 12 months after the start of use by the customer of CM Europe B.V.;
- 25.2. If a delivered matter does not comply with the agreement, CM Europe B.V. is entitled to repair or replacement of the delivered matter. With regard to repair activities and replacement, a warranty period of 12 months after repair or replacement has taken place is valid;
- 25.3. Supplier guarantees that the matters he delivered are complete and ready for usage, with the proviso that all parts, help materials, accessories tools, spare parts and user manuals that are necessary for the goal CM Europe B.V. indicated are also delivered;
- 25.4. Supplier guarantees that the matters he delivered comply with all applicable (legal) regulations, without CM Europe B.V. having to research this;
- 25.5. Supplier guarantees that the matters he delivered and services he performed do not violate any valid industrial or intellectual ownership right and that the usage of the delivered matters or performed services by CM Europe B.V. are also not illegal towards third parties. Supplier indemnifies CM Europe B.V. against all (legal) actions of third parties with regard to such violation or illegal act.

26. Liability

- 26.1. Supplier is liable for all damage towards CM Europe B.V., both direct and indicated, that is or was suffered by CM Europe B.V. forthcoming from or related to an unlawful deed supplier committed towards CM Europe B.V. or an accountable shortcoming in the observance of any (contract) commitment of supplier towards CM Europe B.V.;
- 26.2. Supplier indemnifies CM Europe B.V. against all (legal) actions of third parties with regard to the suffered damage or the damage that is to be suffered by these third parties that comes forth or is related to with an unlawful deed the supplier committed against these third parties in any way or an accountable shortcoming in the observance of any (contract) commitment of supplier towards them.

27. Transmission of ownership

- 27.1. The ownership of the delivered matters will be transferred to CM Europe B.V. at delivery;
- 27.2. The materials, drawings, models, manuals, software and such CM Europe B.V. made available to supplier will remain in the possession of CM Europe B.V.. As far as intellectual or industrial ownership rights of CM Europe B.V. exists on the products she produced and developed and to the drawings, models, manuals, software and such that is made available to the supplier, these will remain in the possession of CM Europe B.V.

28. Termination of the agreement

- 28.1. With non-observance of a claimable commitment by supplier, CM Europe B.V. is authorized to suspend the further performance of the agreement or to change to termination of the agreement, not-withstanding the right of CM Europe B.V. to claim damages.

29. Applicable law and competent judge

- 29.1. The Dutch law is exclusively applicable to all agreements with CM Europe B.V..