

**GENERAL TERMS AND CONDITIONS OF JEL PRODUCTS V.O.F. based in NIJKERK.****Article 1 | Definitions**

Seller: JEL Products V.O.F., the user of the general terms and conditions; Buyer: the other party to the Seller, the customer; Agreement: the agreement between the Seller and the Buyer.

**Article 2 | General**

- 2.1 The provisions of these General Terms and Conditions apply to any offer and agreement between the Seller and the Buyer to which the Seller has declared these Terms and Conditions applicable, insofar as the parties have not expressly deviated from these Terms and Conditions in writing;
- 2.2 These General Terms and Conditions shall also apply to all agreements with the Seller, for the execution of which the Seller makes use of the services of third parties;
- 2.3 The applicability of the Buyer's general terms and conditions is expressly excluded, unless the parties have agreed otherwise in writing. If the parties' general terms and conditions apply alongside each other, the provisions in the vendor's general terms and conditions shall prevail in the event of any conflict between the provisions in the vendor's general terms and conditions and those in the buyer's general terms and conditions;
- 2.4 If one or more provisions of these general terms and conditions are invalid or may be annulled, the remaining provisions of these general terms and conditions shall continue to apply. Seller and Buyer will agree new provisions to replace the void or voided provisions, taking into account the purpose and intent of the original provisions.

**Article 3 | Offers/Quotes/Prices**

- 3.1 All offers, in whatever form, are without obligation, unless the offer specifies a period for acceptance;
- 3.2 The quotations made by the vendor are without obligation, unless indicated otherwise. The vendor shall only be bound by the quotations if the acceptance thereof by the buyer is confirmed in writing within 14 days and on condition that the materials offered in the quotation are still available or deliverable;
- 3.3 If a natural person concludes an agreement on behalf of or for the account of another natural person, he declares - by signing the contract - that he is authorized to do so. This person is jointly and severally liable with the other natural person for all obligations arising from the contract;
- 3.4 If the acceptance deviates from the offer included in the quotation, the Seller will not be bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the Seller indicates otherwise;
- 3.5 A composite quotation shall not oblige the Seller to deliver part of the goods included in the offer or quotation for a corresponding part of the price quoted;
- 3.6 Offers or quotations do not apply to repeat orders;
- 3.7 Delivery times in vendor's quotations are indicative and, if exceeded, will not entitle purchaser to dissolution or damages, unless expressly agreed otherwise;
- 3.8 Agreements to which the vendor is a party shall not be deemed to have been concluded until the vendor has accepted an order from the buyer in writing or until the vendor has actually delivered the goods sold to the buyer ex warehouse;
- 3.9 The prices in the offers/quotations apply to delivery ex warehouse, in Euro, including loading costs, excluding VAT, government levies, shipping, freight and administration costs, unless explicitly agreed otherwise;
- 3.10 Seller may pass on price increases of more than 10% if, between the time of offer/acceptance and delivery, price changes have occurred with respect to, for example, exchange rates, wages, raw materials, semi-finished products or packaging materials;
- 3.11 If the Seller concludes Agreements with the Buyer more than once, these General Terms and Conditions will apply to all subsequent Agreements, irrespective of whether they have been explicitly declared applicable.

**Article 4 | Delivery**

- 4.1 Delivery shall be made ex Seller's warehouse, unless the parties agree otherwise;
- 4.2 The Buyer will be obliged to accept the goods at the time that the Seller delivers them or has them delivered to it, or at the time that they are made available to it in accordance with the Agreement;
- 4.3 If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, the Seller shall be entitled to store the goods at the expense and risk of the Buyer;
- 4.4 If delivery is made C.O.D., the Seller will always charge the Buyer C.O.D. costs;
- 4.5 If the goods are delivered, the Seller shall be entitled to charge any delivery costs. In the event of export, the transport costs shall be borne by the Buyer;
- 4.6 The weight of the goods determines the amount of freight charges and these will be charged separately;
- 4.7 If the Seller has specified a delivery period, this will be indicative. A stated delivery period shall therefore never be a deadline. If a term is exceeded, the Buyer must give the Seller written notice of default;
- 4.8 If the Seller requires information from the Buyer in connection with the performance of the Agreement, the delivery period will commence after the Buyer has made this information available to the Seller;
- 4.9 Seller is entitled to deliver the goods in parts. Seller is entitled to invoice partial deliveries separately.

**Article 5 | Research, complaints**

- 5.1 The Buyer will be obliged to inspect the goods delivered or have them inspected at the time of delivery or transfer, but in any event within as short a period as possible. In so doing, the Buyer should examine whether the quality and quantity of the goods delivered correspond to that which was agreed;
- 5.2 If a model has been shown to the Buyer, it is assumed that it has only been shown as an indication without the matter having to correspond to it, unless it has been explicitly agreed that the matter will correspond to it;
- 5.3 Any visible deficiencies should be reported to the seller in writing within 8 working days of delivery;
- 5.4 Buyer shall give Seller the opportunity to investigate the complaint;
- 5.5 If pursuant to the previous paragraph a complaint is submitted in time, the buyer will remain obliged to purchase and pay for the purchased goods. If the Buyer wishes to return defective goods, it must do so with the Seller's prior written permission in the manner indicated by the Seller.

**Article 6 | Payment**

- 6.1 Payment for orders under €100.00 must be made in cash upon delivery, other payments within 30 days of the invoice date in a manner indicated by the vendor in Euros. Payment for orders over € 10,000.00 must be made as follows: 50% upon order; 50% within 1 month after the goods have been delivered to Buyer;
- 6.2 Objections to the amount of the invoices do not suspend the payment obligation;
- 6.3 If the purchaser fails to make payment within the period of 30 days, the purchaser shall be legally in default. Purchaser shall then owe an interest of 1% per month or part thereof, unless the statutory interest or the statutory commercial interest is higher, in which case the highest interest shall apply. The interest on the amount due and payable shall be calculated from the time the Purchaser is in default until the time the full amount is paid;
- 6.4 In the event of liquidation, bankruptcy or a petition for bankruptcy, admission of the Buyer to statutory debt rescheduling pursuant to the Dutch Natural Persons Debt Rescheduling Act (Wet Schuldsanering Natuurlijke Personen), attachment or a suspension of payments (whether or not provisional) on the part of the Buyer, the Seller's claims against the Buyer shall be immediately due and payable;
- 6.5 Payments shall first be applied to reduce the costs, then to reduce the interest due and finally to reduce the principal and current interest.
- 6.6 The buyer's right to set off its claims against the seller is excluded.

**Article 7 | Collection costs**

- 7.1 If the Buyer is in default or breach of contract in the (timely) performance of its obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Buyer. The collection costs will be calculated in accordance with the collection rate recommended by the Netherlands Bar Association in collection cases;
- 7.2 If the User has incurred higher expenses, which were reasonably necessary, these will also qualify for reimbursement;
- 7.3 Any reasonable judicial and execution costs incurred shall also be borne by the Buyer.

**Article 8 | Retention of title**

- 8.1 All goods delivered by the buyer will remain the property of the vendor until the buyer has fulfilled all obligations arising from all agreements concluded with the vendor;
- 8.2 The Buyer is not authorized to pledge or in any other way encumber the goods falling under the retention of title;
- 8.3 If third parties levy attachment on the goods delivered subject to retention of title or wish to create or enforce rights in respect of them, the buyer will be obliged to inform the seller thereof as soon as possible;
- 8.4 Goods delivered by the vendor which, pursuant to the first paragraph of this article, are subject to retention of title, may only be sold on in the context of normal business operations and may never be used as a means of payment;
- 8.5 In the event that the Seller wishes to exercise its property rights as set out in this article, the Buyer hereby unconditionally and irrevocably authorizes the Seller or third parties to be designated by the Seller to enter all those places where the Seller's property is located and to recover those goods.

**Article 9 | Warranty**

- 9.1 The goods delivered by the Seller shall meet the technical requirements and specifications set by Dutch legislation;
- 9.2 The guarantee mentioned in the first paragraph of this article applies during a period of 6 months after delivery;
- 9.3 This guarantee is limited to: - manufacturing faults and therefore does not include damage as a result of wear and tear and improper and/or unprofessional use; - deliveries to buyers in the Netherlands;
- 9.4 This guarantee shall lapse: - in the event of resale of the delivered goods, unless the parties have expressly agreed otherwise; - in the event of injudicious or improper use by the Buyer or a third party or following alterations, changes or repair by the Buyer or a third party to or of the delivered goods;
- 9.5 As long as the buyer has not fulfilled his obligations arising from the agreements concluded by the parties, he cannot invoke the guarantee.

**Article 10 | Suspension and dissolution**

- 10.1 The vendor is authorised to suspend the fulfilment of its obligations or to dissolve the contract if - after the agreement has been concluded, circumstances come to the vendor's knowledge that give him good reason to fear that the buyer will not fulfil his obligations, or will not do so on time or in full. In the event that there are good grounds for fearing that the Purchaser will only partly or improperly fulfil his obligations, suspension will only be permitted to the extent that this is justified by the shortcoming; - upon entering into the agreement the Purchaser was requested to provide security for the fulfilment of his obligations under the agreement and that this security is not provided or is insufficient. As soon as security has been provided, the authority to suspend performance will lapse, unless such performance has been unreasonably delayed as a result;
- 10.2 In addition, the vendor will be authorised to dissolve the agreement or have it dissolved if circumstances arise of such a nature that performance of the agreement cannot possibly be required or can no longer be required in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer reasonably be expected;
- 10.3 If the Agreement is dissolved, the Seller's claims against the Buyer shall be immediately due and payable. If the Seller suspends performance of its obligations, it shall retain its claims under the law and the Agreement;
- 10.4 Seller retains the right to claim damages at all times.

**Article 11 | Cancellation**

- 11.1 If, after an agreement with the seller has been made, the buyer wishes to cancel it, 10% of the agreed order price including VAT will be charged to the buyer as a cancellation fee, without prejudice to the right to full compensation, including loss of profit;
- 11.2 If upon cancellation the Buyer refuses to purchase the goods already purchased by the Seller, such as materials and raw materials, whether or not processed, the Buyer will be obliged to pay the Seller all resulting costs.

**Article 12 | Liability**

- 12.1 If the goods delivered by the Seller are defective, the Seller's liability to the Buyer shall be limited to what is provided for under "Guarantee" in these Terms and Conditions;
- 12.2 If the Seller is liable for direct loss, such liability shall be limited to the amount of the payment to be made by the Seller's insurer, or to a maximum of the invoice amount, or at least that part of the agreement to which the liability relates;
- 12.3 Seller shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption;
- 12.4 The limitations of liability for direct loss included in these Terms and Conditions do not apply if the loss is due to intent or gross negligence on the part of the Seller or its subordinates.

**Article 13 | Transfer of Risk**

- 13.1 The risk of loss or damage to the products that are the subject of the agreement shall pass to the Buyer at the time at which these products are legally and/or actually delivered to the Buyer and therefore come under the control of the Buyer or a third party designated by the Buyer;
- 13.2 If the seller arranges transport, this will be entirely at the buyer's risk.

**Article 14 | Force Majeure**

- 14.1 The parties are not bound to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be attributed to gross negligence or intent on the part of the party relying on this, and which is not for their account under the law, a juristic act or generally accepted practice;
- 14.2 In these General Terms and Conditions, force majeure is defined, in addition to the legal definition and interpretation of the term, as all external causes, foreseen or unforeseen, over which the Seller cannot exercise any control, but which prevent the Seller from fulfilling its obligations. This includes strikes at the Seller's company;
- 14.3 The Seller will also be entitled to invoke force majeure if the circumstance preventing (further) performance arises after the Seller should have performed its obligation;
- 14.4 The parties may suspend their obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement without any obligation to pay the other party damages;
- 14.5 Insofar as the Seller has partially performed its obligations under the Agreement or will be able to perform them when the situation of force majeure arises, and that part performed or to be performed has independent value, the Seller will be entitled to invoice the part performed or to be performed separately. The Buyer is obliged to pay this invoice as if it were a separate agreement.

**Article 15 | Special products**

- 15.1 Unless expressly agreed otherwise, the seller is entitled to make special items, which are made for the buyer, also for third parties.
- 15.2 The buyer must approve samples of special items within 14 days of shipment. If the Seller has not received a rejection notice after 14 days, the samples shall be deemed approved.
- 15.3 Unless expressly agreed otherwise, all models, samples, forms, calculations and all other equipment and instructions relating to the making of special items shall be and remain the property of the Seller.
- 15.4 Drawings, know-how and designs which the seller has made available to the buyer may not be copied or made available to third parties for inspection or disclosure without written permission. They must be returned to the vendor immediately after use. By the mere violation of this provision the purchaser forfeits to the vendor an immediately payable penalty of € 50,000.00 per time and of € 5,000.00 for each day that the violation continues.

**Article 16 | Disputes**

The court in the place of establishment of the Seller has exclusive jurisdiction to hear disputes. Nevertheless, the Seller has the right to submit the dispute to the court with jurisdiction under the law.

**Article 17 | Applicable law**

Any agreement between the Seller and the Buyer shall be governed by Dutch law. The Vienna Sales Convention is expressly excluded.

**Article 18 | Deposit**

These conditions are filed with the Chamber of Commerce in Woerden under number 76305317.