

Article 1 Definitions

- 1 The following terms with capital letters shall be applied in these Conditions:
- Dehaco: the selling party providing the products and/or services, i.e. Dehaco B.V. and/or its associated companies.
 - Customer: the other party of Dehaco, i.e. the party buying from Dehaco.
 - Offer: any form of Offer by or on behalf of Dehaco including but not limited to quotations, estimates and proposals for orders or Agreements
 - Agreement: all Agreements between Dehaco and the Customer on the sale of products and/or the carrying out of work and services for Dehaco, including all annexes and amendments to such Agreement.
 - Conditions: these General Terms and Conditions of Delivery of Dehaco.

Article 2 Applicability

- 2.1 These Conditions shall apply to any Offer, order, quotation, Agreement or any other legal relations between Dehaco and the Customer unless these Conditions are expressly rejected.
- 2.2 The applicability of any purchase or other conditions from the Customer shall be expressly rejected.
- 2.3 Additions and amendments to the Agreement shall be established in writing and by mutual consultation.
- 2.4 These Conditions shall also apply to any subsequent Agreements concluded between Dehaco and the Customer.
- 2.5 If Dehaco does not at all times demand strict compliance with these Conditions, this shall not mean that the provisions thereof shall not apply or that Dehaco would in any way forfeit the right to demand fulfilment of these Conditions.

Article 3 Offers

- 3.1 Offers shall be non-binding unless stated otherwise.
- 3.2 Agreements shall be concluded by Offer and acceptance thereof and may take place via any means of communication.
- 3.3 Dehaco shall be entitled to revoke its Offer within three (3) full calendar weeks after the Customer has accepted this.
- 3.4 Dehaco cannot be held to its Offers if the Customer can reasonably understand that the Offers or part of these include an obvious mistake or slip of the pen.

Article 4 Conditions of Delivery

- 4.1 Dehaco shall be entitled to make part deliveries and to invoice these separately. If the Agreement is carried out in parts, Dehaco may suspend the carrying out of the parts belonging to a subsequent part until the Customer has fulfilled his obligations under the previous part deliveries.
- 4.2 The Customer shall be obliged to purchase goods and services for which delivery has been agreed with Dehaco at the time and place that applies between parties under the respective Agreement and/or these Conditions. Dehaco shall be entitled to store the goods at the Customer's risk if the Customer refuses acceptance or is negligent in providing information or instructions required for the delivery. The Customer shall bear all costs to be incurred in connection with the storage and transport.
- 4.3 The Customer is obliged to take delivery and pay for the goods after the Agreement has been concluded. Under no circumstances can the Customer invoke a right of withdrawal, unless Dehaco approves this.
- 4.4 Unless expressly agreed otherwise, delivery shall take place in Dehaco's factory or warehouse Ex Works in accordance with the latest version of the ICC Incoterms.
- 4.5 After the Customer has received the goods and/or services delivered by Dehaco, the Customer shall check the goods and/or services as soon as possible but in any case within ten (10) working days of receipt as to completeness and soundness. Visible defects or discrepancies shall be reported to Dehaco in writing within the aforementioned period failing which the Customer shall be considered having received everything delivered in a good condition otherwise all the Customer's claims in this regard shall lapse. This shall also apply in the case of part deliveries.
- 4.6 The period for delivery or completion shall commence on conclusion of the Agreement or if payment to Dehaco of an amount before or on commencement of the carrying out of the Agreement has been agreed, at the point that full payment of this has been made. Delivery deadlines shall be set approximately and shall never be binding unless agreed otherwise. If Dehaco for carrying out the Agreement is also dependent on the Customer's cooperation and the Customer falls short in this cooperation for whatever reason, the period for carrying out the Agreement shall be extended for as long as Dehaco may reasonably require in order to rectify the delay due to the Customer's shortcoming. The same shall apply if delays in completion occur as a result of requests from or due to the Customer or a government body for change, adjustment or addition to what has been agreed. The Customer shall bear the extra costs that Dehaco incurs in the cases provided for in this article. If delivery is not made on time, Dehaco shall not be in default before the Customer has placed Dehaco in default in writing subject to notice of at least fourteen (14) days and Dehaco fails to fulfil its delivery obligation within the stated deadline on grounds attributed to it.
- 4.7 The risk with respect to goods to be delivered by Dehaco shall pass permanently to the Customer on delivery.

Article 5 Retention of title

- 5.1 All goods delivered and still to be delivered shall remain Dehaco's exclusive property until fulfilment of all claims that Dehaco has or shall have against its Customer including in any case, the claims provided for under art. 3:92, para. 2 of the Civil Code.
- 5.2 As long as the ownership of goods has not passed to the Customer, the latter may not pledge these goods or grant any third party any rights to these except within the normal carrying out of its business. The Customer shall be obliged on first request from Dehaco to assist in establishing a right of lien on the claims that the Customer acquires or shall acquire following the onward delivery of goods to his customers.
- 5.3 The Customer shall be obliged to store the goods delivered under retention of title with the necessary care and in a manner enabling their recognition as Dehaco's property.
- 5.4 Dehaco shall be entitled to take back goods delivered under retention of title and still in the Customer's possession without prior notice of default if the Customer is in default in fulfilling his obligations under the Agreement or is in or danger of getting into financial difficulties. The Customer shall grant Dehaco free access to his premises and/or buildings at all times in order to inspect the goods and/or for the exercising of Dehaco's rights. The Customer shall bear all the costs of taking back and possibly selling off the goods.
- 5.5 If third parties seize the goods delivered under retention of title or wish to establish or assert rights on these, the Customer shall be obliged to inform Dehaco of this immediately.
- 5.6 The aforementioned provisions of this article shall not affect Dehaco's other rights.

Article 6 Prices

- 6.1 Unless expressly stated otherwise, an indicated or agreed price shall be exclusive of VAT and any other government duties in connection with the Agreement and if Dehaco arranges the transport of goods, it shall also not include the costs of packing, wrapping, transport and insurance. Dehaco may charge this separately and in full.
- 6.2 If Dehaco's costs in carrying out the Agreement are increased due to a rise in significant cost price factors following Dehaco's last (price) Offer, Dehaco shall be entitled to charge an extra amount for these higher costs by adjusting the price.

- 6.3 If Dehaco and the Customer have agreed on a price in a currency other than in euros and this other currency drops in value compared with the euro following Dehaco's last (price) Offer, Dehaco shall be entitled to adjust the price as far as necessary in order to fully compensate for the drop in value until full payment has been made.

Article 7 Payment

- 7.1 Unless expressly agreed otherwise, the agreed price shall be paid in full without any discount or deduction, within thirty (30) days of the date stated on the respective invoice, into the bank account provided for this by Dehaco.
- 7.2 Unless Dehaco has expressly agreed to a suspension of payment, the Customer shall not be entitled to suspend payment of the price because it believes that the goods or services delivered by Dehaco are unsound.
- 7.3 If payment does not take place on time, Dehaco shall be entitled notwithstanding its other rights under the law or the Agreement without this requiring any notice of default, to:
- suspend carrying out of the Agreement with respect to which the Customer is in default with payment as well as any other Agreements with the Customer;
 - reimbursement of the damage as a result of the failure to pay on time, which shall in any case be in the form of statutory commercial interest (as under art. 6:119a and 6:120, para. 2 of the Civil Code). The interest shall be forfeited from the point at which the Customer is in default with payment up to the point at which the Customer has fulfilled all his obligations towards Dehaco. At the end of each year, the interest pursuant to the above sentence shall also be due over the interest already forfeited but not yet paid;
 - reimbursement of all legal and extralegal costs, which shall be considered to consist of at least 15% of what the Customer has failed to pay on time to Dehaco.
- 7.4 If Dehaco has reason to doubt that the Customer shall fulfil his payment obligation whereby the following circumstances in relation to the Customer shall in any case form sufficient grounds for doubt: repeated default in payment, seizure against the Customer, suspension of payment, bankruptcy, full or partial suspension of operations, all the Customer's debts towards Dehaco shall be payable and Dehaco shall be entitled to suspend its obligations until Dehaco has received full payment or security for such payment to Dehaco's satisfaction. If security is not produced or payment made within fourteen (14) calendar days of the respective request, Dehaco shall be entitled to terminate the respective Agreement without delay and without judicial intervention without prejudice to its right to reimbursement of monies and/or damage to be suffered without being liable to any compensation.

Article 8 Agreed services

- 8.1 If Dehaco delivers goods, Dehaco shall only ensure assembly, installation, commissioning and/or maintenance if expressly agreed.
- 8.2 If it has been agreed that Dehaco shall ensure assembly, installation, commissioning and/or maintenance, the Customer shall provide all possible cooperation, permits, access and material that Dehaco requires for carrying out the assembly, installation, commissioning and/or maintenance unless agreed otherwise.

Article 9 Intellectual property and confidentiality

- 9.1 Dehaco shall reserve the rights and powers to which it is entitled based on the law and rules on intellectual property. The Customer shall inform Dehaco without delay if third parties infringe any of Dehaco's intellectual property rights.
- 9.2 All details and information with a business and confidential character belonging to Dehaco including but not limited to drawings, catalogues, product designs and software that Dehaco shall submit to the Customer shall not be copied or provided to third parties without Dehaco's prior written permission.
- 9.3 Dehaco shall be entitled to also use the knowledge gained in carrying out an Agreement for other purposes, provided that no strictly confidential information of the Customer will be notified to third parties.

Article 10 Quality

- 10.1 Dehaco delivers goods and carries out work that fulfils the quality requirements expressly agreed as well as the statutory regulations applicable at the time of the last Offer from Dehaco in the Netherlands. If Dehaco becomes aware of the new relevant statutory regulations in the Netherlands following its last Offer but before the delivery, Dehaco shall notify the Customer of this. The performance of Dehaco shall be adjusted in mutual consultation. The delivery date shall as far as necessary be adjusted and the Customer shall bear the extra costs of such adjustment incurred by Dehaco. As far as no express quality requirements have been agreed with respect to goods or services to be delivered, the quality of these goods and services shall not be below good average quality.
- 10.2 The Customer shall himself arrange the procurement of any permit required for the possession and/or use of goods.

Article 11 Defects

- 11.1 A warranty period of twelve (12) months shall apply to the rectification of defects or shortcomings in goods and/or services provided by Dehaco. Dehaco reserves the right to deviate from this period.
- 11.2 Shortcomings and defects must be reported to Dehaco in writing within ten (10) working days following their discovery.
- 11.3 Dehaco shall remedy any shortcomings or defects reported to Dehaco in writing in good time after their discovery by repair or replacement. If the shortcoming or defect can only be remedied at disproportionately high costs to Dehaco, Dehaco may reduce or refund (a reasonable part of) the price for the delivered goods, or the relevant contract may be declared dissolved by Dehaco in writing. Dehaco shall at all times be authorised to choose between the above-mentioned undoing options.
- 11.4 The following provisions shall also apply to the rectification of shortcomings and defects:
- The undoing shall take place as far as possible at a place to be designated by Dehaco for that purpose. The goods shall travel to and from that place at the Customer's expense and risk.
 - In case of undoing outside the Netherlands, the travel and accommodation expenses of those carrying out the investigation and undoing shall also be borne by the Customer.
 - Goods or parts that are released during replacement shall automatically become the property of Dehaco.
 - The Customer has no right vis-à-vis Dehaco to remedy shortcomings and defects which are likely to be the result of normal wear and tear, of injudicious or careless use, of use not in accordance with the intended purpose, or of not (correctly) following certain directions or instructions given by Dehaco.
 - The Customer's right towards Dehaco to remedy shortcomings or defects shall lapse if the shortcoming or defect was caused by negligence, intent or gross negligence on the part of the Customer.
 - The Customer's right vis-à-vis Dehaco to remedy shortcomings and defects shall lapse if the Customer carries out the remedy himself or has it carried out by a third party without Dehaco's prior permission.
 - The Customer's right vis-à-vis Dehaco to remedy shortages or defects shall lapse if the Customer has made changes to the product without Dehaco's prior consent.
 - The occurrence of shortages or defects shall not constitute grounds for suspending the Customer's payment obligation towards Dehaco. If the Customer fails to fulfil his payment obligation even after a written reminder to do so, this shall result in the lapse of his right to rectification of shortcomings and defects.
 - No warranty is given for second-hand goods unless explicitly agreed upon.

- 11.5 If shortages or defects occur in relation to goods obtained by Dehaco from third parties, or in relation to work carried out by Dehaco from third parties, the rectification of such shortages or defects shall only be free of charge insofar as the third party bears the rectification costs.
- 11.6 The occurrence of shortcomings or defects with regard to which Dehaco is under an obligation to remedy may - in addition to the case referred to in 11.3 - only constitute grounds for dissolution of the relevant contract by the Customer if Dehaco fails to remedy the shortcoming or defect within a reasonable period of time, but at least fourteen (14) calendar days, even after a written reminder to do so.
- 11.7 Any claim of the Customer with regard to rectification, performance, annulment or dissolution of the contract shall lapse if the Customer has not validly instituted a legal action against Dehaco in accordance with this article within three (3) months after having timely reported a shortcoming or defect in accordance with the provisions in 11.2.
- 11.8 If there is any contradiction between the provisions of this article and article 12, the provisions of this article shall prevail.

Article 12 Returns

- 12.1 Dehaco applies a strict return policy whereby goods ordered at Dehaco can only be returned under the conditions stated in this article.
- 12.2 Items, regardless of the reason for return, must be reported to Dehaco in writing as returns within 14 days of receipt by means of the return form. This return form can be found at www.dehaco.nl/retour.
- 12.3 Items returned, regardless of the reason for return, must:
- be complete and packed in their original packaging;
 - be free of damage and/or alterations;
 - be sent to Dehaco in a proper manner.
- 12.4 If the reason for the return, other than the reason mentioned in article 11, is an error or shortcoming on the part of Dehaco B.V., then:
- Dehaco shall take care of a return free of charge by means of collection by Dehaco, at Dehaco's instruction by dispatch or in any other way, all this at Dehaco's discretion;
 - Dehaco shall have the authority to choose between repair or replacement of the product or if previous options are not appropriate for whatever reason, to choose to refund the sales price to the Customer;
 - the Customer shall give Dehaco a reasonable period of time to complete the logistical and administrative actions.
- 12.5 If the reason for the return does not concern an error or shortcoming by Dehaco B.V., returns will only be accepted if the following conditions are met:
- The items to be returned must have been purchased directly from Dehaco, i.e. not through an intermediary;
 - The items to be returned must be standard in nature, i.e. the returned items are not clearly personalised items, such as but not limited to customised items, items that are clearly intended for the general public for the Customer, such as company colours, company logos and items that are not included in Dehaco's standard range;
 - Items to be returned should not unbalance Dehaco's stock or liquidity position, such as due to the number or volume of items to be returned;
 - Items to be returned should be returned as new, unused and in the original and undamaged packaging;
 - Item must be standard stock product;
 - If the item, at Dehaco's discretion, does not meet the above conditions, Dehaco may refuse the return or Dehaco may choose to still accept the return and charge additional costs for this. The same rules regarding payment apply as mentioned in article 7 of the Terms and Conditions.
- 12.6 If, pursuant to article 12.5, the return consignment cannot be regarded as a return consignment due to an error on Dehaco's part, the following procedure shall apply:
- Upon receipt of the return, Dehaco shall inspect the return and, in the event of any deviations from the requirements drawn up by Dehaco, notify the Customer of these deviations; Dehaco shall charge the Customer 10% of the net article value excluding VAT as return costs.
- 12.7 If the Customer wishes to return his order, or a part thereof, the value of the return shipment must be at least €75. Returns with a value of less than €75 may be refused by Dehaco immediately.
- 12.8 In the event of a refund of the returned items, for whatever reason, Dehaco shall endeavour to realise this refund within 30 days after receipt of the returned goods.

Article 13 Force Majeure

- 13.1 Force majeure with respect to Dehaco in these Conditions shall be understood, as well as the understanding in the law and jurisprudence, as all external causes, foreseen or unforeseen outside Dehaco's control the consequences of which Dehaco could not reasonably have prevented but whereby Dehaco is not able to fulfil its obligations. This shall also include organized or unorganized strikes.
- 13.2 Dehaco's obligations shall be suspended during the period of force majeure. If the period in which Dehaco is unable to fulfil its obligations due to force majeure is longer than three (3) consecutive months, either party shall be entitled to terminate the Agreement without being liable for compensation.
- 13.3 If Dehaco has already fulfilled part of its obligations on the occurrence of force majeure or is only able to fulfil part of its obligations, it shall be entitled to invoice separately for the part that has been or that shall be completed and the Customer shall be obliged to pay this invoice as if this related to a separate Agreement.
- 13.4 If one of the parties considers itself in a situation of force majeure, it shall inform the other party of this in writing without delay.

Article 14 Severability

- 14.1 If one or more of these Conditions are void or voidable, the other provisions of that article and of these Conditions shall continue to apply in full. In the case of invalidity or voidability of one or more of these Conditions, the parties shall enter into consultation in order to agree on new provisions with which to replace the void or voided provisions taking into account as far as possible the purpose and intent of the original provisions.

Article 15 Modification clause

- 15.1 Dehaco shall reserve the right to unilaterally modify these Conditions provided that it informs the Customer of this in writing at least one (1) month in advance from which point these new conditions shall apply to all legal relations arising between the parties.

Article 16 Amendment clause

- 16.1 Dehaco reserves the right to amend these Terms and Conditions unilaterally, provided it gives the Customer one (1) month's written notice thereof, from which moment onwards these new terms and conditions shall apply to all legal relationships that arise between the parties from that moment onwards.

Article 17 Governing law

- 17.1 Dutch law shall apply to the legal relations between Dehaco and the Customer.
- 17.2 All disputes flowing from the Agreement concluded between the parties shall be initially adjudicated by the competent judge in the district where Dehaco has its registered office. Dehaco shall nevertheless be entitled to submit the dispute to the legally-competent judge or the Arbitration Board.