

General Terms and conditions for the Sale and Delivery of goods and services
(Wesealit B.V. / 07-16 GTS)

1. Scope

1.1 These General Terms and Conditions for the Sale and Delivery of goods and services shall apply to quotations, offers, deliveries and services, by Wesealit.

1.2 Definitions;

In these terms and conditions the undermentioned terms shall have the following meaning:

- “Purchaser” : The person or company who has signed a contract with Wesealit or considers doing so for the delivery of goods and/or services.
- “Wesealit” : Wesealit B.V.
- “Services” : The services Wesealit, according to the contract undertakes to deliver, is delivering or has delivered for the Purchaser.
- “Products” : The goods or combination of goods that Wesealit, according to the contract undertakes to deliver, is delivering or has delivered to the Purchaser.
- “Contract” : a contract of sale between Wesealit and purchaser for the delivery of products or services.

2. Contract

2.1 The contract shall become effective upon the written order confirmation by purchaser.

3. Prices

3.1 Unless otherwise agreed upon and stipulated, all prices are understood to be in Euro currency and exclusive of Value Added Tax, transport- and insurance costs as well as costs of installation and instruction, including travel and hotel expenses relating thereto.

3.2 Wesealit reserves the right to adjust the agreed prices in case of increases in Costs, should they occur. These increases are related to changes in; costs of material, wages, social security, transport, exchange rates as well as changes in levies of governmental or such like institutions imposed by or on behalf of the government.

4. Delivery Time

- 4.1 The indicated resp. agreed upon delivery time is not binding and subject to unforeseen circumstances and conditions. Wesealit shall do their utmost to execute delivery within the agreed upon delivery time.
- 4.2 When delay in delivery is expected by conditions other than force majeure as described in article 4.3, purchaser may claim default on the part of Wesealit in writing. If Wesealit is unable to comply with its obligations within 30 days after such notification of default, Purchaser may cancel the contract.
If such delay or default is caused by conditions beyond the control of Wesealit including, but not limited to Acts of God, strikes, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond reasonable control, Wesealit has the right to suspend or cancel the contract. If the conditions herefore mentioned exceed a period of 90 days the purchaser may cancel the contract in writing.
- 4.3 Under no circumstances however, shall the purchaser be entitled to compensation for resp. due to delays.

5. Transport and delivery

- 5.1 Wesealit will arrange for transportation of the product and shall determine the mode of transport, unless otherwise agreed upon. Purchaser is always entitled to collect the product(s) ex-warehouse/ex-factory.
- 5.2 Unless otherwise agreed upon delivery shall be ex-warehouse/ex-factory. Even if Wesealit arranges transportation the risk shall be for the purchaser, unless otherwise agreed upon, from the moment the product has been loaded in the transport vehicle. Damage to or loss of the product occurred during transportation is not the responsibility of Wesealit and cannot be claimed. When product(s) are being delivered or, if the purchaser collects the product(s) he is liable to inspect the product(s). In case of (suspected) damage or loss the purchaser must inform the transporter/carrier forthwith and inform Wesealit without delay, failing which he forfeits the right to claim damages.
- 5.3 If delivery has to be postponed as resulted of the actions or omissions on the part of the purchaser, the risk for the goods transfers to purchaser as of the day goods could have been collected or transported. As then Wesealit is entitled to charge storage costs according to their regular tariff.

6. Retention of ownership.

- 6.1 Until such time as the obligations set out in article 7 are fulfilled Wesealit retains ownership of the product(s) supplied and purchaser shall have no title on the product(s). These obligations shall include amounts due, or to become due to Wesealit for or related to any delivery or activity resulting from the contract as well claims of Wesealit for non-compliance on the part of the purchaser.

7. Payment

- 7.1 Payment is to be effected within 14 days after the date of the invoice, unless otherwise agreed upon without any deduction or setoff. In case of untimely or incomplete payment the purchaser shall be in default and liable for the legal interest over the amount(s) outstanding until such time as payment has been received in full.
- 7.2 Should Wesealit have to implement (extra) legal measures for collection, all costs resulting therefrom shall be for account of the purchaser. These costs shall be at least 15% of the amount(s) due with a minimum of €150,- notwithstanding the right for full compensation of damage(s).

8. Suspension and cancellation

- 8.1 All outstanding invoices are directly and fully due, in case purchaser does not, or not fully comply with the payment terms, when he files for bankruptcy, is being declared bankrupt, their creditors request a payment settlement or if a lien is exercised on the goods of Wesealit.
- 8.2 Under those circumstances Wesealit is entitled to suspend all agreements, to cancel them and to settle invoices against debts with the purchaser. Wesealit will only be held to execute contracts if and when all outstanding amounts have been settled.
- 8.3 Cancellation of a contract entered into by the purchaser can only take place through prior written confirmation of Wesealit. If Wesealit agrees to the cancellation, the purchaser shall indemnify Wesealit at 25% of the total amount due to Wesealit by virtue of the contract, notwithstanding the right of full indemnification of costs and damages, unless otherwise agreed upon.

9. Guarantee, claims and liability.

- 9.1 Wesealit guarantees that the goods to be delivered shall comply with the customary demands, norms and are free of vices/irregularities. The period of guarantee shall be 6 months after delivery, unless otherwise agreed upon. This guarantee shall not apply to repairs.
- 9.2 If delivered products show irregularities or do not comply with agreed upon quality Wesealit, at their discretion and notwithstanding the agreed terms of guarantee will arrange for replacement or repair of the product, or cancel the contract against return of the product and refund purchaser after consultation of employees of Wesealit, subject to the following sub-articles.
- 9.3 A delivered product does not comply if its characteristics do not meet the expectations of purchaser he could reasonably expect on the basis of the contract. To this end it is relevant what may be expected from equally placed suppliers for similar product at comparable prices.
- 9.4 Wesealit and third parties contracted by them, are not liable for damages resp. consequences, directly or indirectly caused by or resulting from the execution of the contract(s), unless liability is established by law. In any event, liability is limited to the total amount of the invoice-value of the contract concerned.
- 9.5 Notwithstanding the stipulations of article 5.2 damages or defects are to be reported in writing not later than 10 days after detection. The costs involved in returning goods are to be borne by purchaser. Goods must be returned in its original packing. Claims on invoices are to be lodged in writing not later than 10 days after the date of the invoice. In principle claims do not absolve purchaser of its payment obligations. Claims lodged after the established claiming period shall not be accepted and the goods resp. invoice are considered to have been accepted unconditionally.

9.6 A claim shall be considered unfounded if the defect or damage occurs as a result of wrongful or inappropriate handling on the part of the purchaser and/or his employees.

10. Installation and repair

10.1 Notwithstanding that stipulated in the aforementioned articles of these general terms and conditions, the hereafter mentioned articles apply to installation, repair and/or maintenance resulting from the contract.

10.2 When Wesealit has been given a product, part or machine for repair Wesealit is entitled to withhold delivery thereof until such time as the purchaser has paid for the costs of the repair(s), as well as other costs outstanding.

10.3 Purchaser to guarantee proper and safe storage for materials and tools at the site of delivery and in connection with activities resp. execution of the contract. The safety of employees of Wesealit is guaranteed by purchaser.

10.4 Employees of Wesealit shall have free access to the location of purchaser where the work is to be performed. In case house-rules apply at these locations, purchaser is bound to inform Wesealit of same rules prior to commencement of the operation. Delays resulting from non-compliance of the aforementioned shall be for account of the purchaser.

10.5 Materials. Parts etc. offered by the purchaser for revision, control, repair or otherwise must be free of products or residues which may jeopardize the safety and health of the employees of Wesealit. The purchaser must provide Wesealit with information concerning the nature of the products to which the material(s), parts etc. have been exposed.

11 Concluding provisions

11.1 All disputes arising from the quotation and/or the contract shall be presented to a competent Judge at Almelo. A dispute however, does not absolve purchaser of his obligation to comply with the contract.

11.2 The contract is subject to Dutch Law.

11.3 If a competent judge rules any condition of these general conditions as inadmissible and void, parties agree to apply another condition of these general conditions that meets the intention of the void condition and is admissible.

11.4 These general terms and conditions are a translation of the Dutch General terms and conditions of sale Wesealit B.V. / 07-16 AVL). In case of dispute the Dutch text shall be leading and overrule the English version.

Terms registered at the Chamber of Commerce at Enschede under number 63355248.