



## GENERAL SALE, DELIVERY AND PAYMENT CONDITIONS

### WEGTER GROOTVERBRUIK B.V.

#### 1. General and definitions

The user of these general conditions is: the limited company Wegter Grootverbruik B.V. (also: “Wegter”) established at Oldenzaal. Where the term “we” or “us” is used in these conditions, Wegter is also meant.

The term “Buyer” or “client” in these general conditions includes the counterparty of Wegter, this means the person by whose order and for whose account the services are performed, as well as the person with whom the purchase agreements have been concluded to deliver products.

These conditions are applicable on all offers, quotations, agreements, delivery orders and/or the performance of services between us and the buyer.

Any delivery, sale or other (general) conditions used by the buyer are hereby explicitly rejected unless these are accepted by Wegter Grootverbruik BV. in writing. A counterparty that has once concluded a contract on these conditions of Wegter Grootverbruik is considered to have accepted the applicability of these conditions with orders that he might provide later, regardless if such an order is confirmed in writing.

#### 2. Offers

All quotations, prices and conditions provided by us, in whatever shape or form, are always without any obligations. We have the right to refuse an order without specifying reasons. Offers or agreements of representatives or other staff members only bind us after written confirmation by a person that is authorised thereto. Sending offers, catalogues and/or price lists do not oblige us to deliver.

Images, drawings, colours, dimensions, weight specifications and all other data in printing work or other expressions, are as accurate as possible. Any liability as a result of errors or deviations is explicitly excluded. All rights under industrial and intellectual property, as well as copyright (such as on: images, drawings, texts, etc.) remain our property and may not be disclosed (for review) to third parties, for whatever purpose. In addition, on the first request they must be returned to us immediately.

#### 3. Orders

All orders provided to us are only binding for us when these have been confirmed by us in writing. We are free to perform part orders and to separately invoice part deliveries. When ordering goods, which are specially produced, stamped or otherwise provided (or should be provided) with a badge, name, decoration or such, the buyer is obliged to accept a deviation of maximum 10% (more or less)

of the ordered quantity (and corresponding price), without the buyer having the right to dissolve the agreement.

(Interim) adjustments of an order or agreement are only considered accepted by us after our written confirmation.

#### 4. Prices

The prices specified by us are always exclusive VAT. When the latest Wegter price list is published all previous prices are void with immediate effect. Prices can be changed by us interim. All prices are based on the price lists that are valid at the moment the agreement is concluded.

Any discounts are given per transaction and do not give any right with the next transactions.

If a price increase is more than 10% of the original price the buyer has the right to dissolve or cancel the agreement within 5 working days after receiving notice of the price increase. Such a dissolution or cancellation does not give the buyer the right on compensation of any damage.

If after the conclusion of the agreement, one or more cost price factors are subject to an increase, Wegter always has the right to charge this price difference, or to permanently adjust the price. Cost price factors include at least (but not limited to) increases as a result of adjustments in duties, removal fees, packaging covenants, currency effects and raw material prices. Increases for these reasons can be directly charged by Wegter without any publication or notification and they are no reason for the buyer to make a reclamation, to dissolve the agreement and/or to claim damage compensation.

#### 5. Resale

Wegter Grootverbruik BV does not give any permission for the resale of the products that have been bought by Wegter Grootverbruik BV to or via market places and web whops other than the dedicated web shop of the customer.

#### 6. Cancellation

In case of cancellation of an order provided to us, the client, without requiring any reminder or prior declaration, is at least obliged to pay an amount of 10% of the agreed price to us, without us being obliged to prove the actually made costs due to the cancellation. However, this without prejudice to our right to claim full compensation, in addition to this fixed compensation, in deviation to article 6:92 paragraph 2 Civil Code, if the actual damage is higher than the amount of the (fixed) compensation.

Articles that are ordered by the client and that are called 'order article' at Wegter, must always be purchased by the client. Plus, these 'order articles' will never be taken back by Wegter Grootverbruik. The invoice amount is still owed. In addition, these order articles can only be purchased in factory packaging by the client. ('order article' means the following: article that is not standard part or the assortment of Wegter and that is purchased by Wegter from third parties)

#### 7. Delivery and shipment

Delivery takes place from warehouse Oldenzaal. The DDP level or freight costs depends on the delivery address; we will inform you upon your order or request.

The delivery times specified by us are never deadlines and are only estimates, unless explicitly agreed otherwise. We have the right to organise the shipment at our discretion, insofar the client does not give any further instruction in this respect. For shipments outside the Netherlands different pre-paid charges, transport costs and delivery times apply: these are available on request. A transport insurance is only taken out by us after explicit request of the client. All additional costs are for the account of the client. The buyer must check the packaging of the delivered goods at receipt and when he detects visible or reasonably visible damage he must mention this on the consignment note. Buyer is obliged to immediately, or on time, hold the freight forwarder liable for damage.

The risk of loss, destruction and/or damage of, respectively to the goods, will transfer to the buyer immediately after delivery. Seller will bear the risk of breakage of glass, porcelain and pottery and other transport damage against a separate calculation of 1% of the purchase price unless the buyer timely declares in writing that he will bear this risk himself. To prevent damage during transport a number of articles must be assembled at arrival. Any costs arising from this are for the account of the buyer.

#### 8. Property retention

The property of all products delivered to the buyer by us remain our property as long as the buyer has not paid the claims of Wegter in respect of a (purchase) agreement or for whatever reason, as long as the buyer has not paid the performed work activities or the work activities to be performed from any other agreement and as long as the buyer has not paid our claims due to the failure in the compliance of such commitments, including claims in respect of fines (including the fixed compensation mentioned in article 6), interest and costs.

The buyer does not have the right to give pledge right or any other collateral right in the broadest sense of the word to third parties on the goods that under this article are our property; the buyer may not transfer the property of these goods other than in the context of his normal business operations.

In case of violation of the aforementioned obligations we have the right to personally take these goods back, wherever they are located and the buyer is obliged to grant his cooperation to this. That what is owed to us by the buyer will become fully due immediately in case the buyer/client acts in breach with one of the abovementioned provisions, is in receivership or bankrupt or has submitted a request thereto or proceeds to completely or partially discontinue the company or transfers the company.

#### 9. Reclamations and return shipments

At the delivery and receipt of the products delivered by us the buyer must check if the delivery matches his order or assignment.

Reclamation regarding defects must be received by us in writing, no later than 48 hours after receipt date of the goods. The client who has not checked the reliability of the delivery within 48 hours after receipt is considered to have agreed with the delivery or the performance.

Goods delivered by us are only taken back, if the reclamation is made to us in writing within the mentioned period of 48 hours and the goods, after prior consultation with us, are returned to our warehouse in Oldenzaal free of charge, in a good undamaged condition and in the original packaging.

Return shipments are only accepted by us after our prior written approval. Wegter reserves the right to charge the made costs (for example but not limited to: freight, custom handlings, possible insurances etc) or to settle these. Return shipments for which no written agreement has been reached with us, are not accepted.

Slight deviations in quality, specifications and such, which cannot be reasonably prevented from a technical point of view, or that are normally accepted according to commercial practice, are not a ground to make a reclamation. With the assessment if a delivery differs beyond the permissible limits, an average from the delivery must be taken. It is not possible to reject the order based on a few articles.

Reclamations regarding invoices must be reported to us in writing within 8 days after sending, failure thereof, the invoice (amount) is considered to have been agreed.

#### 10. Liability limitation

Only the goods delivered by us which show failures or appear to be defect, qualify, at our discretion, for repair, replacement or restitution, but only if and insofar errors and/or defects could have been prevented under normal circumstances, with normal expertise and with normal attention and professional knowledge. Any further liability regarding failures or defect is explicitly excluded.

Any liability of Wegter for damage, including but not limited to liability for employees and auxiliary staff, is excluded, caused by whatever reason, including all direct and indirect damage, such as consequential damage or business damage. Furthermore, the buyer indemnifies Wegter against all claims of third parties with respect to any suffered damage or damage to be suffered, such with consideration of that what is stipulated in this article.

#### 11. Guarantee

We guaranty to the buyer that the products delivered by us are reliable and suitable for the application specified by us or stipulated in the agreement, insofar that we with proven unreliability, at our discretion, ensure for free replacement or restitution of the purchase price, this latter if the purchased goods have not been processed.

This guarantee does not apply if:

- 1) the buyer is in default towards us
- 2) the goods have been exposed to abnormal circumstances, such as pollution or other carelessness or are handled in breach with the use instruction.
- 3) the goods have been stored longer than in the given circumstances can be marked as reasonable and it is likely that this has caused the loss of quality
- 4) we have not been given the opportunity within 8 days after receipt of the written notification of any defects, as meant in article 9, to investigate these
- 5) 6 months have expired after the delivery
- 6) we have not been given any corresponding guarantee of our suppliers or manufacturers for the relevant construction or materials.

#### 12. Payment conditions and costs

Unless agreed otherwise in writing, payment must be made within 30 days after date of invoice. The client cannot rely on any right on discount, suspension or deduction.

In case the payment term is exceeded the buyer is legally in default without requiring any notice of default. With exceedance of the payment term the client is legally in default and he subsequently owes a contractual interest of 1% per month over the outstanding amount (from the expiry date till the date of full payment) and where a part of a month applies as a full month with the calculation of the owed interest.

All judicial and extrajudicial costs that we must make are for the account of the default buyer. The extrajudicial costs are set at 15% of the outstanding amount including any owed interest, all this with a minimum of 250.- euros (exclusive VAT).

Payments are, regardless the appointment, are first considered to pay the outstanding interest and costs and subsequently to pay the oldest, outstanding invoice.

If for the collection of a claim a legal procedure is necessary, the proceeding costs are not limited to the so-called liquidation value; in such cases we are entitled to the actual made proceeding, bailiff and lawyer costs.

We reserve the right to only deliver after advance payment to buyers who repeatedly exceed our payment terms. Note: with customers who must pay in advance, Wegter waits with the packing of the goods till the advance payment is credited to the account of Wegter.

Bank and/or giro costs: all (tele) banking and/or giro costs which are the result of the payment per (tele) banking and/or giro are for the account of the client. If it first appears after the payment of the main amount that these extra costs have occurred, these will still be charged and the client is obliged to pay these costs.

### 13. Adjustment and explanation of the conditions

These conditions are filed at the chamber of commerce under number 06061546.

With the explanation of the content and scope of these conditions, the Dutch text thereof is always decisive.

These general conditions can be changed and adjusted. Any future adjustments or changes also apply regarding agreements that were concluded before the date of the change and adjustment, unless explicitly agreed otherwise in writing.

### 14. Applicable law and authorised court

The legal relationship between client and Wegter is exclusively subject to Dutch law. The court of Overijssel is with exclusion authorised to take notice of any disputes (including disputes about the performance of the agreement or agreements), unless the law mandatory prescribes otherwise or parties have explicitly agreed otherwise. Nevertheless, Wegter has the right to submit the dispute to the authorised court according to the law.

July 2017