

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

1.1 These general terms and conditions of sale and delivery apply to all legal relationships between Jan van Boxtel Arti Tec BV, referred to hereinafter as 'Arti Tec', and the other party, referred to hereinafter as the 'Purchaser'.

1.2 The applicability of any other general terms and conditions, which the Purchaser may use or otherwise refer to in any way, are hereby expressly rejected.

1.3 Any deviations from these terms and conditions must be expressly agreed upon in writing. No rights may be derived from such deviations with respect to legal relationships that are entered into subsequently.

2. FORMATION OF AGREEMENTS

2.1 All offers, quotations, etc. are without obligation.

2.2 All purchase/sale agreements are entered into by Arti Tec under the condition precedent that subsequent inquiries prove that the Purchaser is adequately creditworthy and in keeping with Arti Tec's distribution policy.

2.3 An agreement between Arti Tec and the Purchaser will only come into effect after Arti Tec issues a written order confirmation or executes the order.

2.4 If Arti Tec is unable to execute the order immediately or within the agreed period, it must notify the Purchaser as quickly as possible, stating the period in which it expects to be able to execute the order.

3. PRICES

3.1 Arti Tec makes its quotations on the basis of the prices, rates, conditions, levies, etc. that apply when the offer is made. If changes take place with regard to the factors that influence the cost price, such as the costs of raw and other materials, labour costs, government measures, insurance premiums, freightage, exchange rates, taxes, fees and levies, etc. after the formation of an agreement between Arti Tec and the Purchaser, but before delivery takes place, the price as accordingly adjusted by Arti Tec will apply, unless agreed otherwise in writing. Arti Tec shall inform the Purchaser of any price increase as quickly as possible.

4. DELIVERY

4.1 Unless otherwise agreed in writing, delivery will take place ex warehouse of Arti Tec. Delivery also means having the entire consignment ready for delivery in the relevant warehouse of Arti Tec, in those cases in which the Purchaser does not enable Arti Tec to deliver to him.

4.2 The quantities of the delivered goods will be deemed to be correct on the waybill, consignment note or similar document provided upon delivery of the goods, unless the Purchaser makes a verbal objection to the quantities upon receipt of the goods to either Arti Tec or the carrier and then confirms this in writing on the same day to Arti Tec. If Arti Tec attends to the transport from the warehouse, this will take place at the expense and risk (including the risk of breakages, loss and damage) of the Purchaser, even if Arti Tec has arranged transport insurance. The Purchaser will be liable for any clearance costs at the border. The Purchaser must enable Arti Tec to deliver the ordered goods to him on the delivery date or must collect the goods within two days after they are made available for collection. If the Purchaser fails to comply with this obligation, the risk will pass in each case to the Purchaser and Arti Tec will be entitled to store (or have these goods stored) at the Purchaser's expense and risk at its warehouse or elsewhere. The Purchaser must reimburse Arti Tec for the storage costs. The Purchaser will then nevertheless be liable for the purchase price of these goods as from the time they are made available to him. The goods will be deemed in this case to comply with the conditions agreed upon regarding quantities at the time these become available. Arti Tec will be entitled to suspend the delivery of the ordered goods, for as long as the Purchaser does not comply

with his obligations from the underlying or preceding agreements or, if in Arti Tec's opinion, there is a threat of attributable breach by the Purchaser. Arti Tec will be entitled at all times to request security from the Purchaser for the performance of his obligations towards Arti Tec. If the delivery of an order takes place partially, every partial delivery will be regarded as a separate transaction.

4.3 Unless the parties agree otherwise in writing, the delivery times provided by Arti Tec will be based on the working conditions that applied when the agreement was concluded and on the punctual delivery of products, or product components, to Arti Tec. If a delay arises as a result of a change in working conditions, or because products are not delivered by Arti Tec on time, the delivery period will be extended by such delay if all circumstances taken into account were reasonable. Arti Tec will not be in breach by operation of law for merely exceeding this period. A notice of default will always be required for this purpose.

5. RESERVATION OF TITLE AND PLEDGE

5.1 All goods delivered and to be delivered by Arti Tec to the Purchaser will remain the property of Arti Tec, until the Purchaser complies in full with all his payment obligations under any agreement entered into with Arti Tec.

5.2 The Purchaser must immediately inform Arti Tec when:

- a. third parties enforce rights to the items referred to in 5.1;
- b. he intends filing an application for a moratorium on the payment of his debts or has obtained such an order;
- c. he intends filing a petition for his own bankruptcy, has been informed that one or more of his creditors intend to petition for his bankruptcy, or has been declared bankrupt.

5.3 If Arti Tec relies on the reservation of title referred to in 5.1, it will be entitled to repossess the products it has delivered without recourse to the courts.

5.4 The Purchaser hereby undertakes at Arti Tec's first request, to pledge to Arti Tec, which will in turn accept such pledge, all goods to which he becomes the owner or co-owner by way of specification, accession or confusion with the products delivered or to be delivered by Arti Tec, as security for all claims that Arti Tec has or may have against him at any time.

6. GUARANTEE

6.1 Arti Tec shall provide a guarantee to the Purchaser and first user that covers defects insofar as these can be attributed to the seller, as from the date of invoicing to the Purchaser. The duration of this guarantee is 5 years.

6.2. Arti Tec will not be liable for any damage. Arti Tec will, in particular, not be liable for damage to the Purchaser and/or third parties, including consequential damage, trading losses or personal injury, which is directly or indirectly the consequence of goods and packaging materials delivered by Arti Tec to the Purchaser, in connection, for instance, with the existence, application, use and/or introduction onto the market of those goods and packaging materials, whether in accordance with Arti Tec's advice or otherwise. Arti Tec will not admit any liability for damage to the Purchaser and/or third parties that is caused by and/or attributable to it in any other way, other than damage caused as a result of its intent or gross negligence and notwithstanding statutory liability for defective products (product liability). Arti Tec will also not admit any liability for damage as a result of the conduct of its employees or agents that it engages, other than damage caused by their respective intent or gross negligence. The total liability of Arti Tec will be limited at any rate to the purchase price of the goods concerned or – if this amount is higher – the amount that it can recover from its suppliers or insurers itself. In the event of damage to or defects in the delivery for which Arti Tec bears the expense and/or risk, the Purchaser must lend all the cooperation that Arti Tec needs to be able to recover such damage from its insurer, suppliers, carrier or any other third party whose goods/services Arti Tec has used. If the Purchaser has insured or otherwise assigned to third parties any risk associated with the order or instruction, he must indemnify Arti Tec against liability from this risk, failing which Arti Tec's liability will lapse.

7. COMPLAINTS

7.1 The Purchaser must notify Arti Tec in writing of complaints with regard to supplied goods or services within eight days of discovering or reasonably being able to discover the reason for the complaint. If the Purchaser does not file a complaint within the stipulated period, all his rights and claims will lapse.

7.2 If a complaint is found to be valid, Arti Tec shall at its discretion repair, replace or reimburse the Purchaser for the products, or product components, to which the complaint relates free of charge.

7.3 The Purchaser must submit complaints about invoices to Arti Tec in writing within eight days of receipt of the invoice.

7.4 The Purchaser will not be entitled to suspend its payment obligations on account of complaints, as referred to in 7.1.

8. PAYMENT

8.1 Payment must be made into a bank account designated by Arti Tec within 30 days of the invoice date, in the currency of the invoice.

8.2 Payment of each delivery must be made by the Purchaser without any discounts or reliance on set-off. If the delivery period for any order is exceeded, the Purchaser must make full and punctual payment even if he submits a complaint.

8.3 The Purchaser shall be liable for all costs relating to payment, whether judicial or extrajudicial.

8.4 If the Purchaser does not pay on time, he will be in breach without any notice of default and shall be liable to pay interest at the statutory rate from when the breach commences.

8.5 The Purchaser shall be liable for extrajudicial collection costs, as soon as he breaches his obligations, if and insofar as Arti Tec hands over the collection of its claim against the Purchaser to a third party.

8.6 The extrajudicial costs will be determined on the amounts calculated on the basis of the collection rates of the Dutch Bar Association.

8.7 Payments by the Purchaser will firstly be applied to settle the outstanding statutory interest, judicial and extrajudicial costs and will then be deducted against the oldest outstanding claim.

9. FORCE MAJEURE

9.1 Arti Tec will not be liable for damage that the Purchaser suffers as the result of Arti Tec's breach, if the breach cannot be attributed to Arti Tec. A breach cannot be attributed to Arti Tec if the breach is not due to its fault, or if it is not accountable for such breach by law, a legal act or according to generally accepted standards. 9.2 In the event of force majeure, Arti Tec will be entitled to terminate the agreement without recourse to the courts, or to suspend the obligations arising from the agreement, for as long as this force majeure situation continues.

10. TERMINATION

10.1 If the Purchaser in any way breaches any of his obligations towards Arti Tec, and then still fails to remedy that breach within a period stipulated in a written notice of default, or in the event of an application for a moratorium on the payment of debts, the moratorium order itself, a bankruptcy petition, winding-up petition or claim, bankruptcy or liquidation or discontinuation of the Purchaser's business, or part thereof, Arti Tec will be entitled, notwithstanding its other rights and without any obligation to pay compensation, to completely or partially terminate the agreement(s) with immediate effect or to suspend the performance or further performance of the agreement(s).

10.2 If Arti Tec terminates the agreement(s), everything that the Purchaser owes to Arti Tec, for any reason, will become immediately due and payable, notwithstanding Arti Tec's other rights, and Arti Tec will be entitled to immediately suspend the further execution of any order.

11. APPLICABLE LAW

11.1 Dutch law applies to all agreements between Arti Tec and the Purchaser, to the exclusion of the 1980 Vienna Sales Convention (CISG).

11.2 The competent court in Breda has sole jurisdiction over all disputes that may arise as a result of the performance of any agreement between Arti Tec and the Purchaser, as well as all disputes regarding these terms and conditions.