GENERAL TERMS AND CONDITIONS of the private company with limited liability Foeth BV, with its registered offices in Barneveld filed at the Chamber of Commerce in Harderwijk under registration number 45984

Article 1 Scope of application

1.1
These terms and conditions are applicable to and form an integral part of all quotations and offers made by Foeth BV and all contracts entered into by and with Foeth BV.

1.2
Deviations from these terms and conditions shall only be valid if agreed in writing and shall then apply exclusively to the contract for which they were agreed.

1.3
The general terms and conditions of the other party are explicitly rejected.

Article 2 Quotations

2.1
All quotations are subject to contract; they can be withdrawn at all times, also if they stipulate a period for acceptance. Once quotations have been accepted, Foeth BV reserves the right to withdraw them within seven days, in which case no contract shall be formed.

2.2
Foeth BV cannot be held liable for errors in and deviations from illustrations, drawings and statements of measurements and weights, or other specifications in price lists or other advertising materials or quotations and/or order confirmations.
The illustrations and drawings provided by Foeth BV remain the property of Foeth BV and may not be copied or reproduced or passed on to third parties without the prior permission of Foeth BV.

2.3
Unless otherwise agreed, written quotations remain valid for a period of four weeks from the date on which they were made; a period of seven days applies to verbal quotations.

Article 3 Agreements and notifications

The contract shall initially be binding to Foeth BV once the quotation has been accepted in writing, but subject to the provisions of 2.1.

All notifications relating to the contracts (to be entered into) shall be made in writing. This applies equally to notices of default, demands for compliance, setting delivery terms, and so on. Only written notifications that have demonstrably been received by Foeth BV shall be binding to Foeth BV.

Article 4 Deliveries

4.1
All goods shall be supplied ex-works. The goods shall be transported at the expense and risk of the other party. If Foeth BV provides the transport, Foeth BV shall be entitled to take out transport insurance under the customary conditions for the other party's account. From the moment of delivery onwards, the other party shall bear the risk and liability for the goods, without prejudice to Foeth BV's retention of title.

4.2
If the contract relates to several goods, the delivery can be made as a whole or in batches. In the case of delivery in batches, the other party shall be obliged to remit payment for the related invoice or the related part of an invoice as if it related to an individual delivery.

4.3
Agreed times of delivery are indicative only. In the event of any period being exceeded, the other party shall not be entitled to compensation for damages. Neither shall the other party be entitled to dissolve or terminate the contract, unless the period has been exceeded in such a way that the other party cannot reasonably be expected to allow it to remain in force. In that case the other party shall be entitled, after giving notice of default stipulating a reasonable period for compliance with the contract, to dissolve or terminate the contract by registered letter to the extent that this is strictly necessary.

4.4
In the event of the other party failing to provide the required details, objects or items required for the implementation of the contract to Foeth BV or failing to do so in good time, agreed delivery times shall be nullified, regardless of whether they were terms to be observed on penalty of forfeiture of rights, and the parties will be required to agree new delivery times. The contract shall otherwise remain in force and Foeth BV shall be entitled to claim compensation for any damages suffered.

Article 5 Price

5.1.
All prices operated by Foeth BV are ex-works and based on known price-determining factors at the time at which the quotation was made.

5.2
Foeth BV is authorised at all times to adjust the prices with immediate effect if necessitated by a statutory price-determining factor.

5.3
The costs of assembly and putting into operation are not included in the price.

Article 6 Complaints

6.1
Foeth BV is not obliged to entertain complaints relating to the sale of used machines and cannot be held liable for them.

6.2
On penalty of forfeiture of rights, Foeth BV must be notified of complaints by registered letter within ten days of delivery or once the defect is detected or should have been detected.

6.3
The submission of complaints does not in any event release the other party from compliance with his obligations, including payment of the price. This applies both to this contract and to previous or future contracts.

6.4
The other party is obliged to fully examine and inspect the received goods within five days of their receipt.

Article 7 Guarantee and liability

7.1
New machines are covered by a guarantee period of six months. During this period, in the event of defects occurring as a result of construction errors, Foeth BV will repair those defects or replace the defective parts - according to its own choice - subject to the condition that the defect is reported within the stipulated period and the claim is made as stipulated above.

7.2
Assembly costs related to repair or replacement shall be for the other party's account.

7.3
The guarantee shall be nullified with immediate effect in the event of the other party failing to meet his obligations arising from the contract or allowing third parties to work on the machines .

7.4
Foeth BV cannot be held liable for damages of any nature and under any description whatsoever, direct or indirect, arising from contract or unlawful act, including consequential damages, loss of profits or stagnation losses, caused to moveable or immovable property, or to persons, among the other party or among third parties, other than in cases in which the damages can be attributed to intentional act or omission and/or gross negligence on the part of Foeth BV, including persons charged with managing the company.
Liability for damages, under any description whatsoever, vested in contract or unlawful act, caused by subordinates of Foeth BV or third parties hired by Foeth BV, is excluded.

7.5
In the event of Foeth BV none the less being held liable in respect of the other party, Foeth BV's liability, of whatever nature and under any description, shall in all events be limited to the net sum of the invoice value of the goods supplied.

Article 8 Retention of title

8.1
Foeth BV shall retain the ownership of the goods delivered until the other party has met all of his obligations arising from the contract or previous contracts.

The other party is not permitted to pledge or otherwise encumber the goods.

8.2
Following extrajudicial dissolution of the contract by Foeth BV, Foeth BV shall be entitled, without legal intervention, to take possession of the goods in question.

Article 9 Force majeure

9.1
Force majeure on the part of Foeth BV shall in all cases be defined as: strikes, war, governmental measures, company, traffic and/or transport disruptions, lock-outs, hindrances caused by third parties, technical complications unforeseen by both parties, default on the part of third parties which in tum are required to deliver supplies to Foeth BV in connection with the performance of Foeth BV in respect of the other party.

9.2
Foeth BV shall notify the other party without delay of the occurrence of the force majeure situation and its termination. In the event of force majeure, Foeth BV shall not be obliged to pay compensation for damages; if the force majeure lasts for longer than three months, either party shall be entitled to dissolve the contract without the payment of compensation for damages.

Article 10 Payment

10.1
Unless otherwise agreed in writing, payment shall be remitted cash on delivery without the application of any discount, by means of depositing or transferring the payable amount to a bank or giro account designated by Foeth BV.

10.2
All payments remitted by the other party extend first to payment of any interest and any collection costs incurred by Foeth, and then to payment of the oldest outstanding invoice.

10.3
Unless otherwise agreed in writing, the other party undertakes, also in the event of complaints being submitted, to promptly pay the invoices of Foeth BV without applying any deductions or claiming any set-off, discounts or any right to suspension.

10.4
If the other party:
a. is declared bankrupt, unless the Debt Repayment (Natural Persons) Act (W.S.N.P.) is declared applicable, assigns an estate, lodges an application for suspension of payment, or is served with a writ of attachment on the entirety or part of his property;
b. dies or is placed under conservatorship;
c. fails to comply with any of his obligations by virtue of the law or these terms and conditions;
d. acts contrary to any legal obligation or obligation arising from this contract,
e. fails to remit payment of an invoice amount or part thereof within the set period;
f. discontinues or transfers his company or a signiflcant part thereof, including the incorporation of his company in a new or existing company, or changes the objective of his company, Foeth BV shall, by mere virtue of such a circumstance arising, be entitled either to regard the contract as dissolved without the need for legal intervention, or to demand immediate payment in full of any amount owed by the other party pursuant to deliveries made by Foeth BV, without prejudice to the right of Foeth BV to claim compensation for costs, damages and interest.

10.5
Foeth BV shall be entitled, if it deems such necessary, to require payment in advance or to stipulate sufficient security to guarantee the other party's compliance with his obligations to pay.

Article 11 Interest and costs

11.1
If payment has not been received within the period stipulated in the previous article, the other party shall be held legally in default and shall be required to pay interest of 1% per (part of a) month over the outstanding amount as from the due date.

All legal and extrajudicial costs incurred shall be for the other party's account. The extrajudicial collection costs shall amount to at least 15% of the amount owed by the other party, including the interest referred to above.

Article 12 Disputes

All disputes, including disputes that are only regarded as such by one of the parties, arising from or related to the contract to which these terms and conditions apply or the relevant conditions themselves and their interpretation or implementation, of either a factual or legal nature, shall be adjudicated by the District Court in Arnhem and shall be governed by Dutch law.

Article 13 Lapse of rights

Legal claims pursuant to this contract or unlawful acts must be instituted by the other party within one year of the right to the claim coming into force, in the absence of which the legal claim shall lapse.

Article 14 Conversion

If one or more stipulations of these general terms and conditions prove to be invalid, such stipulations shall be replaced by one or more valid stipulations that approximate the intention of the parties as closely as possible, and the other stipulations shall retain their legal validity unless the invalidity of the stipulation causes the essence of the contract to be adapted.

Article 15 Dutch version binding

The Dutch version of these general terms and conditions is binding and takes precedence over all translations.