

# GENERAL CONDITIONS ACP INTERNATIONAL B.V. DRONTEN

ACP is a brandname of ACP International BV. Therefore the general conditions of ACP International BV are applicable for all quotations, assignments and agreements of ACP.

## 1. GENERAL

- a. These conditions apply to all the quotations, assignments and agreements of ACP INTERNATIONAL, hereafter referred to as ACP. By giving an assignment or order, the customer accepts these General Conditions, which are registered with the Chamber of Commerce of Lelystad. If these are not in your possession, we shall send you a copy free of charge on your request.
- b. Buying or other conditions of customer are not applicable.

## 2. OFFERS AND QUOTATIONS

- a. All the prices we have provided in circular letters, official lists, folders and our web site are informal. Prices and conditions quoted both orally and in writing, apply for 30 days of date of quotation.
- b. We have the right to correct mistakes, including typing and writing errors in price lists, quotations, offers and invoices, by demonstrating that the prices and/or conditions mentioned deviate to a considerable extent from prices and/or conditions that we usually apply.
- c. All orders, even if acquired through intermediaries, only bind ACP after a written confirmation on our part.

## 3. SIZES, WEIGHTS AND TECHNICAL DATA

The sizes, weights and technical data indicated in our quotations, brochures, official lists, letters and offers are estimated as accurately as possible and often based on the specific information provided by the applicant. No consequences can be connected to this. Customer must take a usual margin into consideration.

## 4. DELIVERY

- a. Delivery is made ex works, workshop or warehouse, at the discretion of ACP. Costs of express deliveries, if desired by customer, are at his expenses. Also see 6.a..
- b. Terms of delivery are ascertained to the best of our knowledge and will be observed as much as possible, but are not binding.
- c. In case of delivery on call, without any terms being agreed upon, we can summon customer to demand the goods within a term to be determined by us in all reasonableness.
- d. When the goods have not been taken up by customer after the term of delivery has passed and after ACP has offered the goods to customer, the goods are at the disposal of ACP and will be stored at the expenses and risk of customer.
- e. From ACP to the customer, transport is at the risk of ACP until the moment when the goods have been transferred to customer or a party indicated by customer.
- f. Customer shall see that delivery of the goods can be effected without any problems at ground level. Other delivery circumstances must be reported to ACP in advance.

## 5. PACKAGING MATERIAL

If packaging material is necessary, this is calculated against cost price and not returned, unless expressly agreed otherwise in which case deposit is charged on the packaging material. This is afterwards credited if it is returned free and in a good state. The necessity of the use and the choice of packaging material are at the discretion of ACP.

## 6. PRICES AND PAYMENT

- a. Prices are in Euros, exclusive of VAT, ex works, workshop or warehouse. Forwarding charges are charged on to the customer.
- b. Prices that we have indicated by quotation and that customer has accepted, are binding for both parties, subject to art 2.b..
- c. If with future deliveries (longer than 3 months after date of quotation) prices are strongly influenced by unforeseen causes, (changes in sales prices of suppliers, currency, taxes and other levies, freight surcharges, etc.) the price can be adjusted in mutual consultation or the purchase can be totally or partly cancelled by both parties.
- d. Payment must be effected within 30 days of date of invoice, unless agreed otherwise in writing. Customer cannot invoke any right of set-off or suspense.
- e. In case of overdue payment, customer is in default without any summons being required and after the 30th day of date of invoice he will owe 1.5% interest per month, or part of a month.
- f. If ACP passes a claim of an unpaid invoice on for collection, all the court and other costs, expressly including costs of legal assistance, are at the customer's expenses. The extrajudicial costs are calculated in accordance with the collection rates set by the Netherlands Bar Association.

## 7. CREDITWORTHINESS AND SECURITY

If customer appears not to be creditworthy or his legal form has changed, ACP maintains the right to dissolve a contract any time without any judicial intervention and without any obligation and/or compensation. If ACP desires this, the customer is to provide security.

## 8. RIGHTS OF ACP AND CUSTOMER

- a. The copyright and all the other rights of intellectual or industrial property to all the software, hardware and other matters such as designs, models, working drawings, documentation and advice that are supplied to customer or third parties or are in whichever manner made available by ACP. exclusively rest with ACP or its licensors. Multiplication, change or use of these is only possible after the express written permission of ACP.
- b. ACP will indemnify customer from claims of third parties of infringement on Dutch industrial and/or property rights.

## 9. DAMAGE, LIABILITY AND GUARANTEE

- a. ACP is only liable for alternative compensation in case of accountable shortcomings in the observance of agreements that are covered by the General Conditions. Compensation is limited to the amount that is compensated by our insurance company. Any liability for any other form of damage, such as additional compensation in whatever form, compensation of indirect damage, consequential damage, or damage for loss of profit, is excluded.
- b. Insofar as obligations are imposed on us in the previous paragraph, we need not observe these until the other party has settled what he owes to us, including that which he owes to us by virtue of other agreements.
- c. In case of an unlawful act of ACP. employees or third parties for which ACP can be held liable by right, we are only liable for compensation of damage through death or physical injury and of other damage, the latter insofar as originated by intention or gross negligence. In these cases the compensation will on no account exceed € 500.000,- per event or connected range of events. Condition for the origin of any right of compensation is always that, after the damage has arisen, customer has reported this to us by registered letter as soon as possible, but within 14 days after discovery of the damage at the latest.
- d. ACP exclusively gives a guarantee, as it is lent and observed to us by a supplier. Reimbursement is granted when the guarantee is accepted by the supplier, namely at most at the amount that the latter compensates to ACP. The guarantee expires three months after date of delivery. Damages or defects must be reported in writing within 14 days after acceptance of the goods. When the term referred to is exceeded, the guarantee is terminated.
- e. We are under no circumstance liable if customer gives inadequate and/or erroneous information.
- f. ACP does not guarantee any defects and failures originated after delivery and/or acceptance as a result of usual wear and tear, injudicious and/or improper use or a lack of care.
- g. We are not liable for direct or indirect damage to third parties, caused by or in connection with any goods that ACP has delivered.

## 10. FORCE MAJEURE

- a. Force majeure on our side implies that we, at our discretion, need not meet our contractual obligations and can dissolve the contract, or may suspend its performance, without being obliged to any compensation to customer.
- b. Force majeure is considered to include: Non-performance by our suppliers, transporters or other third parties that are involved in the contract, a delay in the traffic, act of God, war and/or mobilization, obstructing measures of any government, fire, accidents in our company and illness of our employees.
- c. Goods and/or services that have already been delivered/rendered must be paid for.

## 11. CANCELLATION

If customer wishes to cancel a concluded contract wholly or partly and if we comply with this request, he owes an amount of 50% of the agreed price, increased by the costs we have made, without us being held to provide any proof concerning compensation. If we prove that we have suffered a higher damage, customer will owe this higher damage.

## 12. PROPERTY

Delivered matters that have not been fully paid for remain the property of ACP. Goods that have not been paid for within 30 days of date of invoice can be taken back by ACP. ACP is authorized to access the premises and/or building of the customer to this aim. This does not discharge customer from the obligation to pay compensation and loss of profit.

## 13. DISSOLVEMENT

Should any of the parties apply for a moratorium of payment or go bankrupt, the other party has the right to declare the concluded contract, dissolved by registered letter, or to his discretion, to suspend observance of his obligations. Any amounts owed to the party that is authorized to dissolve the contract, or become immediately claimable at that moment. The rights concerning the non-observance of obligations remain fully reserved to the party involved, including expressly the property rights of delivered matters.

## 14. APPLICABLE LAW

All the agreements, to which these General Conditions are applicable, are governed by Dutch law. Any disputes will exclusively be subjected to the judgment of the authorized Court within the area of jurisdiction of Zwolle.