

General terms and conditions Abird B.V.

Article 1: Quotes, offers

- a. The possible applicability of the general purchasing conditions applied by the buyer/client is hereby expressly rejected.
- b. Quotes and offers are always non-binding, unless it is stated that it is a firm offer.
- c. In the case of a firm offer, the offer will be valid for such a time as stated by us, and in the absence of such notice it will expire after one month.
- d. The prices given in the offer are based on delivery ex warehouse, or ex works, at the location of the contractor, according to Incoterms 2010. The prices are exclusive of VAT and packaging.

Article 2: Payment

- a. Except for when cash payment or delivery on a cash on delivery basis is stipulated, the invoice amount will have to be paid in cash within 30 days after the date of the invoice at our offices or into such bank account as designated by us.
- b. Should payment not have occurred by the deadline, the buyer/client will owe, by operation of law and without notice of default, 2% interest per month from the invoice due date, in which respect part of the month counts as a full month. The buyer/client must also pay all reasonable extrajudicial costs and the parties agree that in every such case it is reasonable to calculate these costs according to the subdistrict court graduated scale applied by the subdistrict court and the court-approved scale of costs.

Article 3: Delivery

- a. The agreed delivery period starts as of the day that both of the following events have taken place:
 - written confirmation of the order by us
 - our receipt of all information, documents, and objects that we need in order to execute the order.Any delay on the part of the buyer/client in terms of fulfilling of any obligation towards us will result in a suspension of the delivery period.
- b. We do our utmost not to exceed the agreed delivery period, however, should it still happen we will not be held liable for compensation of any damage or payment of any penalties.
- c. The goods and packaging to be supplied by us are at all times at the buyer's/client's expense and risk as soon as the loading in our warehouse commences.
- d. Should the buyer/client for any reason whatsoever not take delivery of the goods, we have the right to store them anywhere and insure them at the buyer's/client's expense and risk. Should the goods not have been taken delivery of after two months following the offer for delivery, we are entitled to terminate the contract without legal intervention by means of a single notice given to the buyer/client, to sell or take back the goods, and to receive compensation for the loss in profits as well as all other damage.

Article 4: Force majeure

- a. The contractor has the right to suspend the fulfilment of its obligations if due to force majeure it is temporarily prevented from fulfilling its contractual obligations towards the client.
- b. Force majeure is understood to mean a situation where suppliers of the contractor or the carriers engaged by the contractor are not able to fulfil their obligations or to do so in a timely fashion due to the weather, earthquakes, fire, power failure, loss suffered, the theft or loss of tools or materials, roadblocks, strikes or work stoppages, and import or trade restrictions.
- c. The contractor is no longer authorised to suspend its obligations if the temporary inability to fulfil them lasts for a period longer than six months. The client and the contractor may immediately terminate the agreement after this period of time has expired, but only for such part of the obligations as have not yet been fulfilled.
- d. Should there be a case of force majeure and it is or becomes permanently impossible to fulfil the obligations, both parties are entitled to terminate the agreement with immediate effect for such part of the obligations as have not yet been fulfilled.
- e. Parties have no right to compensation for the damage sustained or to be sustained as a result of the suspension or termination within the meaning of this article.

Article 5: Complaints

- a. The buyer/client must submit complaints regarding the goods or services supplied in written form to us, in which the nature and basis of the complaints are accurately stated, immediately once it has reasonably been able to establish them, but in any case within 14 days after delivery/execution of the order.
- b. The buyer must, within 20 business days after the complaint, give the seller the opportunity to establish, or allow the establishment of, anything that is missing, size differences, or damages on the basis of the contract goods in their original state and original packaging. Should the buyer have processed or treated the contract goods either fully or partly, any right to complain or entitlement to compensation will expire.
- c. Complaints do not carry with them the right to suspend payment obligations.
- d. Should the complaint be justified, we will at our discretion either pay compensation up to the value of the invoice or replace the goods free of charge or provide the service again free of charge.
We are not under an obligation to provide additional compensation and compensation for indirect damage (whether or not suffered by the buyer/client).

Article 6: Retention of title

- a. After delivery, all goods remain our property until the buyer has fulfilled all of its obligations towards us.
- b. The buyer may not transfer ownership of the goods to third parties or transfer ownership of the goods as additional security to third parties or pledge it to third parties until all obligations have been fulfilled.
- c. Should the buyer act in a manner contrary to the previous paragraphs, the buyer must pay us a penalty of €250.00, which is not open to mitigation, for each day that the buyer is in default.

Article 7: Liability

- a. Should there be an attributable failure, the contractor is still required to fulfil its contractual obligations.
- b. The contractor's obligation to pay compensation on any legal grounds whatsoever is limited to the damage against which the contractor is insured based on insurance taken out by the contractor or for the benefit of the contractor, but never exceeds the amount that is paid out by this insurance in the case concerned.
- c. We are never liable for any "further" damage;
 - consequential damage. Consequential damage refers to business interruption loss, loss of production, loss of profit, transport costs and travel and accommodation costs. The client can take out insurance against this damage if possible;
 - damage to property in the care, custody or control of, but not owned by the insured. Damage to property in the care, custody or control of, but not owned by the insured is understood to include damage caused by or during the performance of the work to items worked on or items in the vicinity of the work location. The client can take out insurance against this damage if required;
 - damage caused by intent or deliberate recklessness of auxiliary persons or non-management employees of the contractor.
- d. The contractor is not liable for such damage to material that has been delivered by or on behalf of the client that is a result of improperly performed processing.
- e. The client indemnifies the contractor against all third-party product liability claims as a result of a defect in a product that was delivered to a third party by the client and which (partly) consisted of products and/or materials supplied by the contractor. The client is required to compensate the contractor for all damage incurred in this respect including (all) costs of defence.

Article 8: Guarantee

- a. Unless otherwise agreed in writing, the contractor guarantees the proper execution of the agreed performance for a period of six months after completion/delivery. Should a different guarantee period have been agreed upon, the remaining paragraphs of this article will also apply.
- b. Should the agreed performance not have been executed properly, the contractor will decide whether he will as yet execute it properly or credit the client for a proportional part of the invoice. Should the contractor decide to as yet execute the work properly, the contractor will determine the manner and the time of such work. If the agreed performance (partly) consisted of the processing of material supplied by the client, the client must supply new material at the client's expense and risk.
- c. Parts or materials that are repaired or replaced by the contractor, must be sent to it by the client.
- d. The following will be payable by the client:
 - all transport or shipping costs;
 - costs for assembly and disassembly;
 - travel and accommodation costs.

- e. The client must at all times give the contractor the opportunity to repair a possible defect or to redo the processing.
- f. The client can only make a claim under the guarantee after it has fulfilled all of its obligations towards the contractor.

No guarantee will be given if the defects are a result of:

- normal wear and tear;
- improper use;
- lack of or incorrectly performed maintenance;
- installation, assembly, adjustment or repairs by the client or by third parties;
- defects to or unsuitability of items coming from, or prescribed by the client;
- defects to, or unsuitability of, materials or resources used by the client.

No guarantee is provided for:

- items supplied that were not new at the time that they were delivered;
- the inspection and repair of items of the client;
- parts for which a manufacturer's warranty was provided.

The provisions of paragraphs b to f inclusive of this article apply accordingly to possible claims of the client on the grounds of non-performance, non-conformity, or any other grounds whatsoever.

The client cannot transfer the rights arising from this article.

Article 9: Applicable law and competent court

- a. Dutch law applies exclusively to all our agreements and these terms and conditions.
- b. All disputes will be submitted exclusively to the competent court in the district of the southwest of the Netherlands, at the Rotterdam District Court.
- c. The applicability of European conventions, in particular the Vienna Sales Convention, is excluded.