

General conditions

Hereunder you will find our general conditions. In the case of differences between the text below and the registered general conditions, the registered Dutch text, printed on the back of our quotations and invoices, takes precedence. We will send you the general conditions without charge on request.

Rhigo B.V. General Conditions

Calandweg 23, Bergen op Zoom

1. Applicability

The conditions below apply to all quotations, orders, deliveries and other business, unless we have agreed in writing to a different arrangement.

2. Quotations, agreements, delivery times and other terms

All our quotations are without obligation. Even if this is not expressly stated, they only have a limited validity period, unless the opposite is expressly specified therein. All our designs and drawings remain our property. We have the right to request their return. Agreements come into existence through our order confirmation. The information included in the order confirmation is binding on us. The applicability of these general conditions is referred to in the order confirmation. Statement of delivery times only represents an approximation, even if this is not expressly stated. The stated delivery time will be with wherever possible. Failure to meet delivery time does not relieve the customer of his obligations in the agreement. The customer cannot demand cancellation of the agreement on these grounds, nor can he justify any claim against us for damages due to late delivery or otherwise.

3. Acts of God

No responsibility will be accepted if we are prevented from carrying out our obligations by Act of God. In this case our responsibilities are suspended for the duration of the circumstances, whereafter we have the choice either to meet our responsibilities, or to consider them as completely nullified, without in any case being subject to claims for damages. If the circumstances last for longer than three months, we will enter into discussion with the customer to consider whether the order can be fulfilled. If delivery is impossible, the customer is relieved of his obligations as regards the agreement made with us, with the exception of the payment obligations of the customer for the work we have been able to carry out. By Act of God is to be understood a circumstance which we can neither have influence on nor reasonably be expected to have influence on, which makes delivery of the products impossible.

4. Prices

Unless otherwise agreed in writing, orders are only accepted against prices and under conditions existing on the day of dispatch of the products. We have the right to

raise agreed prices accordingly, if the prices of raw materials, equipment, wages, social charges, taxes, duties, tariffs, levies or other costs, transport and the like are either raised or introduced after our confirmation, or if raw materials considered by us to be necessary, that are normally locally available, are at the time of fulfilling the order not available, and have to be transported from elsewhere. Unless stated otherwise the prices quoted are exclusive of VAT, and exclusive of all foreign duties, tariffs and taxes. The prices are calculated as factory prices and are exclusive of any installation costs arising unless the contrary is expressly clear from our order confirmation.

5. Dispatch, delivery and risk

Except when stated otherwise in writing, all deliveries are ex factory. All products and materials are transported at the risk of the purchaser or his client from the time of dispatch. The transport, including the extent to which this is paid for or arranged by us, is also at the risk of the purchaser or his client. The consignments are not insured unless a supplementary premium is agreed to. In this case, the extra insurance premium will be shown separately on the invoice. Any transport or other damage that occurs must be notified to us by the purchaser or his client within 24 hours of its discovery. In case of damage we will not be held to any other liability than paying out against the insurance policies received by us after settlement of our claim. We are free in our choice of means of transport, even in the case where shipping is paid by the customer, unless otherwise specifically agreed. When a part of the order is ready to ship, we can choose to deliver this part, or to wait until the whole order is ready. Invoices relevant to part orders must be settled by the purchaser within the settlement period specified in paragraph 8. Deliveries on request must be requested and accepted within the timescales for which they are agreed. Returned goods will only be accepted after prior advice and prior agreement by us. The place of dispatch is Bergen op Zoom and the place of delivery is the site of our delivery factory.

6. Packing material

We will not accept back packing material, even if costs are charged for this.

7. Claims

Claims regarding how we have fulfilled our side of the contract must be brought to our attention, together with a clear description of the claim, within 8 days of receipt of the products, failing which the purchaser or his client will have absolutely no rights against us in the matter. If we consider a complaint submitted on time to be valid, we are only obliged to accept back the goods delivered originally and we retain the right to fulfil our obligations. All other or continuing responsibility on us is excluded.

Products delivered that agree with the order or that have technically unavoidable discrepancies as covered in paragraph 14, as well as products that have been used improperly by or on behalf of the purchaser cannot be accepted back by us. Products to be returned to us must be shipped at the cost of the purchaser or his client. The purchaser is obliged to return goods to be sent back by him in adequate packaging and must communicate the reason for return in writing, unless otherwise expressly agreed. Compensation in the case of claims by our customers is not permissible. Despite a claim, the purchaser is obliged to settle his account promptly and fully.

8. Payment

The purchaser is obliged to pay in cash unless other means of payment are agreed in writing. The purchaser must expressly accept that he forgoes his right to compensation for any counter-claim on his part. If the purchaser does not settle the invoiced sum in time and according to the agreed payment terms, he will be liable to us for interest at a rate of 1½% of the net outstanding account for each month (30 days) or part thereof, starting on the day the invoiced amount is due. Unless otherwise agreed payment is considered to have taken place when our bank or giro account is credited – or, in case of cash payment – the date of receipt.

9. Collection costs

Besides the purchase price together with the costs and interest described above, we have the right to claim from the purchaser or his client all costs due to non-payment or late or incomplete payment by him, including legal costs, which includes lawyers' fees, registry costs, bailiffs' charges etc. – both the so-called assessed legal costs – and the extralegal. Extralegal costs become payable in every case in which we are obliged to call in the help of a third party to facilitate collection. These extralegal costs are considered by the parties to be set at 15% of the debt, increased by the applicable V.A.T., and disbursements, or as much more as the costs actually entail.

10. Security

The purchaser binds himself now and in the future to grant to us at our first request nonpossessory pledge of all products delivered to the purchaser, this for security of all existing and future claims by us on the purchaser. The purchaser also grants us the right and binds himself to such under this agreement to the possessory pledge of products supplied to him by us in the case we judge it to be necessary, even in the case that the products supplied are already built in or mounted in objects that belong to the purchaser or a third party. The purchaser is obliged in the case of mounting or building in to products that do not belong to him, to extend this condition to apply to third parties.

11. Products released into storage or for processing or manufacture

The risk of damage or defect during or as a result of transport or temporary storage and/or retention or from the processing of products released to us for storage, processing or manufacture, wherever or however caused, is to be carried by the purchaser.

12. Guarantee

Products leave our factory after inspection. A guarantee is given if such is specially agreed. It is limited to what appears in the order confirmation. Any stated guarantee period begins at the moment the products leave our factory.

13. Liability

We are not liable for any damage suffered by the purchaser or any third party that is the result of any insufficiency of the products delivered by us and legal or other government-stated requirements related to the use of these products that is the result of an erroneous delivery by us. Equally we are not liable for damage suffered by the purchaser or any third party that is the result of incorrect or inexperienced use of the products delivered by us. The purchaser relieves us of all liability to third parties relating to products supplied by us, unless it can be proven legally that this liability is a direct result of grave neglect on our part and moreover the purchaser can show that no blame attaches to him.

14. Technical alterations

We retain the right to implement technical alterations, in so far as function and application of the products do not change as a result.

15. Copyright

The copyright of all images, photos, drawings and designs developed, made or used by or for us, remains ours, even after the contract between us and the customer has been completed. The customer guarantees us that if he provides images, photos, descriptions, drawings and/or designs, that no copyright of third parties applies, and that we are then also completely relieved by the customer of liability to third parties in this regard on the grounds of illegal use of copyright protected documents supplied to us by the customer.

16. Applicable laws

Only Dutch law is applicable to any contract made between us and the purchaser, with the exception of the uniform law applicable to international purchase of movable corporeal products.

17. Disputes

Disputes that arise with our customers or potential customers of whatever nature shall in the first instance be settled by the appointed Judge in Breda/Bergen op Zoom, unless we prefer to approach the legally appointed Judge. Dutch law remains applicable.

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