

GENERAL SALES AND DELIVERY TERMS AND CONDITIONS

These General Sales and Delivery Terms and Conditions were filed with the Chamber of Commerce for Utrecht and Environs under number 30109987

1. GENERAL

- 1.1. These general terms and conditions are applicable to all offers and agreements between Donadoni B.V. and the client.
- 1.2. For the purpose of these general terms and conditions client is understood as each and every party that concludes or intends to conclude an agreement with Donadoni B.V. or for whom Donadoni B.V. performs a delivery or delivers a performance.
- 1.3. Deviations from these general terms and conditions can only be stipulated in writing.

2. OFFER, CONTRACT, AGREEMENT

- 2.1. All offers and/or proposals are subject to contract, unless expressly indicated otherwise in the offer and/or proposal.
- 2.2. The agreement is concluded and shall only be binding on Donadoni B.V. if it has been confirmed in writing.
- 2.3. The samples supplied by and the drawings, sketches, descriptions and the like prepared by Donadoni B.V. are only of an informative nature and shall not be binding. Offers are based on the data supplied by the client of which Donadoni B.V. can assume the correctness and completeness.

3. PRICES

- 3.1. Unless indicated otherwise, all prices are in EUR and excluding transport, VAT and other duties that are imposed by official authorities.
- 3.2. Donadoni B.V. is entitled to pass cost price increasing factors, e.g. duties, taxes and surcharges imposed by official authorities, on to the client.

4. PAYMENT

- 4.1. All invoices must be paid within 30 days.
- 4.2. If an invoice is not paid within 30 days then the client shall be in default without any demand or notice of default being required. All outstanding invoices of Donadoni B.V. shall in that case immediately fall due in full.
- 4.3. As from the moment of default the client is held to pay default interest over the full payable amount equal to 1.5% per month.
- 4.4. If due to the default of the client Donadoni B.V. is compelled to outsource its claim for collection then all associated costs, e.g. administration costs, judicial and extrajudicial costs, including the costs of a winding-up petition, shall be at the expense of the client. The extrajudicial collection costs amount to at least 15% of the outstanding amount, with an absolute minimum of € 150.00.

5. RESERVATION OF TITLE

- 5.1. Donadoni B.V. remains the owner of the goods delivered by the same until the client has complied with all obligations vis-à-vis Donadoni B.V. in connection with the relevant, the previous and the subsequent transactions. Until then the client is held to store the goods delivered by Donadoni B.V. separate from other goods clearly identified as goods owned by Donadoni B.V. and to conclude and maintain proper insurance for the same.
- 5.2. If the client does not comply with any obligation vis-à-vis Donadoni B.V. on account of paragraph 1 of this article or if there is reasonable fear that the client shall not comply with the aforementioned obligations then Donadoni B.V. shall without having to give notice of default be entitled to immediately take back the delivered goods, wherever they may be located. In that case the client shall be liable for the damages incurred by Donadoni B.V. consisting of, among other things, lost profit and the costs of the repossession.
- 5.3. As long as the aforementioned obligations are not complied with the client shall not be entitled to alienate the relevant goods or to establish a right of pledge or a non-possessory right of pledge on the relevant goods.
- 5.4. If Donadoni B.V. cannot rely on its reservation of title on account of the fact that the delivered goods were mixed, deformed or acceded then the client is held to pledge the newly formed goods to Donadoni B.V. and to in that respect commit to the necessary acts.

6. DELIVERY

- 6.1. None of the indicated delivery times are fatal deadlines, unless expressly stipulated otherwise.
- 6.2. Delivery always takes place ex warehouse Donadoni B.V. (De Meern, the Netherlands).
- 6.3. Unless stipulated otherwise, all shipments take place at the expense and risk of the client by means of a means of transport to be determined by Donadoni B.V.
- 6.4. Donadoni B.V. shall always be entitled to carry out partial deliveries.

7. FORCE MAJEURE

- 7.1. Force majeure is understood as circumstances that prevent compliance with the agreement and that cannot be blamed on Donadoni B.V.
- 7.2. Force majeure shall in any case include, but is not limited to, war, terrorism, industrial action, lock-out, transport difficulties, riots, molestation, fire, water damage, machinery breakdown, power failures, sales bans and all other business turmoil at Donadoni B.V. and/or at suppliers as well as breach of contract by the suppliers.
- 7.3. In case of force majeure Donadoni B.V. shall be authorised to, without judicial intervention, suspend compliance with the agreement or to (partly) dissolve the agreement without being held to pay any compensation to the client.
- 7.4. If the force majeure has lasted for more than 6 months or if it is an established fact that the force majeure shall last for more than 6 months then each party shall be authorised to (partly) dissolve the agreement. In that case Donadoni B.V. shall neither be liable to pay any compensation whatsoever.

8. LIABILITY

- 8.1. Donadoni B.V. shall not be liable for damages incurred by the client, barring and to the extent that the client can demonstrate that there is question of intent or gross negligence on the part of Donadoni B.V.
- 8.2. Donadoni B.V. shall by no means be liable for trading losses, losses due to delays, lost profit or business interruption damages or any other consequential damages of the client.
- 8.3. Donadoni B.V. is insured against damages. Liability for damages is expressly limited to the amount that the insurance company pays out in the relevant instance. If and to the extent that a benefit is, for any reason whatsoever, not paid out pursuant to this insurance then the liability for damages is expressly limited to the amount of the invoice, excluding VAT. The amount of the invoice regards the sales price of the delivery to which the damages are related, at least with which the damages are connected.
- 8.4. Any further liability is expressly excluded.

9. COMPLAINTS

- 9.1. Complaints about invoices must be submitted to Donadoni B.V. in writing within eight days after the despatch of the invoices.
- 9.2. All other complaints must be communicated to Donadoni B.V. within eight days after the delivery. If the client fails to do this then the client shall forfeit the right to rely on the fact that the goods do not correspond with the agreement, unless the client demonstrates that the defect could not have been detected during a thorough inspection within five days after the delivery.
- 9.3. The payment obligation and/or term are not suspended as a result of this kind of complaint.
- 9.4. Goods can only be returned by the client after Donadoni B.V. has agreed with the same in writing.
- 9.5. The client must thoroughly inspect the delivered goods upon delivery.
- 9.6. Complaints must always be submitted in writing. In case of notification by telephone the client must forthwith confirm the complaint to Donadoni B.V. in writing.
- 9.7. With regard to the goods delivered by Donadoni B.V. applies, where applicable, the warranty issued by the manufacturer or importer. Donadoni B.V. shall never issue a warranty to the client exceeding the warranty issued to Donadoni B.V. by the relevant manufacturer.
- 9.8. Any reliance on settlement is furthermore excluded.
- 9.9. Minor differences in colour, dimensions, processing, quantity and quality that are common in the trade or technically inevitable can never be reason for a complaint.

10.DISPUTES AND COMPETENT COURT

- 10.1. Dutch law is applicable to any and all disputes that shall arise between the parties.
- 10.2. All disputes shall be settled by the court in the district where Donadoni B.V. holds its registered office. Donadoni B.V. can, however, opt for the statutorily competent court.