

## DEFINITIONS

In these conditions the following definitions apply:

- **Conditions:** these sales, delivery and payment conditions;
- **Agreement:** every agreement regarding purchase and sale;
- **Seller:** Holstein Hortioplastics B.V.;
- **Buyer:** the counterparty of seller;
- **Effective time of the agreement:** the period falling between the date of issue of the order and the end of the established time of delivery.

## QUOTATIONS

**1.1** All quotations, lacking an emphatic statement to the contrary, apply as a non-committal offer which can still be revoked, after acceptance as well. If this revocation does not take place within 6 business days after the acceptance, the agreement has been concluded.

**1.2** Quotations are based on the information which is provided by the buyer. The buyer guarantees that he has provided you, to the best of his knowledge, with all essential information for the setting up, implementation, and completion of the product.

## ORDERS

**2.** Every agreement concluded between seller and buyer is completely binding for both parties, unless seller announces within 12 days after conclusion of the agreement, in writing and providing substantiation, that he rescinds the agreement. This right falls to the seller in any case if the buyer, as is evinced by information from a credit-information agency and/or sellers, is not credit-worthy.

## PRICES

**3.1** All agreements are always concluded based on the prices which are effective at the moment of conclusion and exclusive of the costs which fall to the buyer pursuant to the agreement. The prices effective at the moment of conclusion of the agreement can possibly deviate from the prices as they are listed on the website of seller.

**3.2** If the prices of wages, social security contributions, sales tax or import duties etc. undergo increases, or rates fluctuations occur both of national and of international currencies, these can be passed on if delivery has not yet taken place. If such occurs within three months after conclusion of the agreement, parties have the right to rescind the agreement.

**3.3** Unforeseen intermediate changes to the prices of material can also be passed on.

## DELIVERY

**4.1** Delivery is considered to have taken place:

**a** if the matters are picked up by or on behalf of the buyer; through the receipt of the matters;  
**b** in case of shipment through the mediation of a professional transporter; through the transfer of the matters to that transporter;

**c** in case of shipment ex warehouse; from the moment that the good leave the warehouse.

**4.2** From the moment of delivery onwards, the matters are at the risk of the buyer.

**4.3** If the matters cannot be shipped as a result of circumstances for which the seller is not liable, the latter is considered to have fulfilled his obligations regarding delivery by keeping the matters available for the buyer, on condition he has accordingly notified the buyer within 6 business days in writing after the matters have become ready for shipment. In this case, the payment term enters into effect on the day when the seller could have delivered.

## DELIVERY TERM

**5.1** Regarding the time of delivery, a date or term may have been established. In such case, the time of delivery is no more than an indication from which the buyer cannot derive any rights.

**5.2** The overrunning of the delivery term, for whatever reason, does not oblige seller to compensate such damage as may have been incurred by buyer as a result.

**5.3** In case delivery on call has been established, the buyer must organise the calls in such a manner that within 3 months after conclusion of the agreement, all goods have been called completely, unless a different calling term is established in writing. If the buyer fails to comply in this respect, the seller has the right to offer the remaining goods to the buyer and to demand immediate payment, or to rescind the agreement without requiring an injunction or judicial intervention to that effect, with entitlement to full compensation of all damage incurred by him.

## RETURN SHIPMENTS

**6.1** Return shipments are not permitted without the prior permission of the seller. In case they do occur, all costs involved in the shipment are borne by the buyer. The buyer in such case is at liberty to store the goods at the expense and risk of buyer under the control of third parties or even to keep them available for him. With regard to the actual costs from or in connection with the return shipments, the itemised statement of the seller is binding for the buyer, barring proof to the contrary.

**6.2** Return shipments which are not accepted by the seller do not relieve the buyer in any manner from payment obligations.

**6.3** Return shipments which are the result of erroneous ordering by the buyer are credited, after acceptance by the seller, after deduction of the costs incurred. This does not apply for goods manufactured additionally, which are not taken back.

**6.4** Return shipments are shipped at the expense of the buyer, except in case they take place as a result of an error of the seller.

## COMPLAINTS

**7.1** Intended by complaints are all grievances of the buyer in the matter of the quality of a delivery.

**7.2** Complaints can only be made effective if they are submitted in writing and the letter of buyer, which must contain a description of the complaint(s), is in the possession of the seller within 12 business days after delivery, without prejudice to what is established in the following sections.

**7.3** If the complaint regards invisible or otherwise imperceptible defects (hidden defects), then the complaint can still be rendered effective within 12 business days after the defect has become apparent to the buyer, though never later than 6 months after invoice date.

**7.4** Complaints can only be rendered effective with regard to matters which are still in the state they were delivered in, except in case the complaint regards hidden defects.

**7.5** Minor deviations which are considered tolerable in the business or those which are technically impossible to avoid, regarding quality, quantity, width, colouring, measurements, finishing, etc. cannot constitute grounds for complaints.

**7.6** In case of a legitimate complaint, the seller has the right to restore the contested matters or to replace them by other matters in conformity with the order.

## PAYMENT

**8.1** The payment term of all invoices is 30 days, unless established otherwise. In case of late payment, the buyer falls into default.

**8.2** The seller has the right vis-a-vis the buyer who is in default, without prejudice to his other rights pursuant to the conditions and/or the law, to:

**a** demand immediate payment upon offering the matters to the buyer (cash on delivery) and/or the lodging of a security for the payment for all pending purchase agreements;

**b** to suspend the deliveries (as well as the preparation or the processing of the matters therefor intended), without prejudice to his right to demand, simultaneously or later on, security for the payment. After the buyer has proceeded still to fulfil his obligations, the seller has at his disposal as a delivery term such time as, taking into account the possibilities available at his company in such situation, is required for the preparation or processing;

**c** rescind the relevant purchase agreement completely or to the extent not executed yet, through the written statement deriving from seller;

**d** rescind one, several, or all pending purchase agreements, with regard to which the buyer is not in default, completely or to the extent they have not been executed yet, through a written statement deriving from the seller.

The right mentioned under d, will only be exercised if the buyer has not complied within 8 days with a demand from the seller to lodge security for the payment of what buyer will owe on account of afore-intended agreement(s). Except in the event the right of rescission has been exercised, the seller can at all times alter his choice of the rights mentioned in this article.

**8.3** If the buyer, as is evinced by information from a credit-rating agency and/or the seller's credit insurer, falls short towards third parties and/or can be considered as not creditworthy and/or as insolvent, the seller has the rights, without requiring default notice, with regard to all pending purchase agreements to the extent they have not been executed, the rights as described in section 2.

**8.4** If the buyer is in default, the buyer owes the statutory interest ex article 6:119a BW (Netherlands Civil Code) over what is still owed. Furthermore, the buyer who is in default owes extrajudicial costs pursuant to the collection guideline "Rapport Voorwerk II".

## RETENTION OF PROPERTY

**9.1** With regard to all matters delivered or to be delivered pursuant to purchase agreement, the seller retains his property rights until the following have been dissolved through payment by the buyer:

**a** the claims regarding the compensation for those matters;

**b** the claims regarding the activities which have also been or are to be executed for the implementation of said agreements for the benefit of the buyer;

**c** the claims on account of falling short in complying with said agreements.

**9.2** Matters are considered not to have been paid if the buyer has not demonstrated payment for them.

**9.3** The buyer is obligated to show the matters to the seller upon the latter's first request and in case of default on payment and the situations intended in article 8 section 2 c and d to return them if so requested. For the matters taken back pursuant to this article, the buyer is credited for the market value of the matters at the time of their recovery for the supplier.

**9.4** Buyer is not authorised to alienate or encumber the matters which are subject to the retention of property. It is permitted to buyer, however, to sell said matters within the context of the normal exercise of his business, and transfer them, to third parties. This permission lapses legally at the moment that the buyer falls short in any manner with regard to the claims to which the retention of property applies, obtains temporary suspension of payments, or is declared bankrupt. Buyer may under no circumstance use the matters subject to the retention of property as a security for third-party claims.

## FORCE MAJEURE

**10.1** By force majeure is intended here any circumstance which the seller or buyer respectively could not reasonably take into account and as a result of which the normal execution of the agreement cannot reasonably be demanded by the counterparty. By force majeure is also intended in this context delays which are the consequence of late or incomplete deliveries by suppliers of seller.

**10.2** The seller or the buyer respectively will warn the counterparty forthwith in case a situation of force majeure occurs for him.

**10.3** In case of force majeure, the counterparty cannot claim any compensation of damages.

**10.4** In case of force majeure, parties must make an arrangement regarding the implementation of the relevant agreement.

## LIABILITY

**11.1.** The seller is not liable for any damage suffered or to be incurred by the buyer or third parties, of whatever nature and/or extent, related to or resulting from the purchase agreement, also including damage to matters belonging to the property of the buyer or of third parties, nor for indirect damage, also including business damage, consequential damage, loss of profit, missed savings and damage due to operational stagnation, unless in the event of wilful intent or gross negligence which can be equated with it on the part of the seller.

It furthermore applies, with regard to possible claims of the buyer or of third parties, that the liability of the seller is limited to what is established in this article.

**11.2.** In case the seller is liable for direct damage, then such liability is limited to a maximum of the amount which the insurer of the seller disburses concerning this damage.

## TAXES

**12.1** Not included in sales prices or prices otherwise listed are the amounts which are or will be owed in the matter of the relevant transaction pursuant to sales tax or other similar levies; all costs resulting from these taxes are borne by the buyer.

## APPLICABLE LAW AND CHOICE OF COURT

**13.1** To all agreements, Netherlands legislation applies.

**13.2** With regard to all disputes resulting from this agreement, the court is competent which is located in the place of residence of the seller, unless another court is competent pursuant to the law with mandatory effect.

's-Gravenzande, Wednesday 30 October 2013.



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