

1. GENERAL TERMS

- 1.1. All our offers, quotations, agreements and their execution are exclusively subject to the present Terms and Conditions of Sale. Deviations from our Terms and Conditions have to be explicitly agreed with us and acknowledged by us.
- 1.2. Under the "counterparty" in these Terms and Conditions it is understood any (legal) body / entity, who has concluded an agreement with our venture, respectively wishes to conclude, and besides this, his representative(s), proxy(y)(ies), and heirs.
- 1.3. The applicability of the Terms and Conditions used by the counterparty is explicitly excluded.
- 1.4. Just by placing an order and/or by accepting the delivered goods the counterparty agrees to these Terms and Conditions and is considered to have tacitly consented to the excluding applicability of these Conditions with eventual further orders and succeeding orders orally made or made by phone, fax, e-mail or in any other way, irrespective of a written confirmation of our part.
- 1.5. We will send an extra copy in writing of our General Terms and Conditions on request.

2. OFFERS

- 2.1. All offers remain valid during a period to be determined by us. If such a period is lacking, all our offers are free of engagement.
- 2.2. All pricelists, leaflets and other data attached to an offer are stated as accurate as possible. These shall be binding to us only if we have acknowledged in writing. We are not obliged to give any details.
- 2.3. Sending offers and/or (other) documentation shall not oblige us to delivery or to acceptance of an order.
- 2.4. We reserve the right to refuse orders without any declaration of reason, or to deliver by cash on delivery.

3. AGREEMENT

- 3.1. An agreement comes into after our explicit acknowledgement or after we have begun the execution of the order. The written acknowledgement/quotation is considered to correctly and completely represent the agreement, unless objections against it have reached us within five days.
- 3.2. Eventual additional agreements or modifications made later on, as well as (oral) agreements and/or promises, made by our employees or made by our salesmen, representatives, or (commission) agents on behalf of us, shall bind us only if these have been acknowledged by us in writing.
- 3.3. For deliveries and/or activities for which it is usual, according to their kind and extent, not to send an acknowledgement or quotation, the invoice is to be considered as an acknowledgement and as representing the agreement correct and complete as well. In case of already made agreements / orders which are not acknowledged in writing our administration records shall count as full evidence.
- 3.4. Each agreement is contracted of our part under the suspending condition of judging by us of the creditworthiness of the counterparty.
- 3.5. We are entitled to demand security from the counterparty that he shall be able to carry out payment- and all other obligations, (like a letter of credit, bank guarantee, etc.), before delivery or any activity by us shall take place.

4. PRICING

- 4.1. As a principle our prices shall remain unchanged during a 6 months period. Changes of price however are reserved explicitly.
- 4.2. Unless otherwise stated our prices are:
 - based on our purchase prices on the date of order respectively date of quotation, wages, labour costs, social- and authority cost, cost of freight, assurance and other costs;
 - based on delivery ex works, ex our store or other warehouse;
 - exclusive VAT., import duties, other taxes, levies and fees;
 - exclusive packaging, load and unload, transport and insurance;
 - noted in EU-currency, eventual modifications of currency shall be charged.
- 4.3. In case of increase of one or more cost factors we are entitled to increase the price of order accordingly, in compliance with eventual existing legal regulations.

5. DELIVERY AND DELIVERY TIME

- 5.1. Unless otherwise agreed delivery shall take place at home/company of the counterparty. The moment the goods are leaving our store/warehouse is considered to be the moment of delivery, after which the risk of the goods passes to the counterparty. Transport comes on account and at risk of the counterparty. Freight free delivery shall take place only as far as it is indicated by us in the invoice or differently.
- 5.2. The counterparty is obliged to inspect the delivered goods on failures or visible damages immediately at the moment of delivery, or execute this inspection after announcement of our part giving notice that the goods are available of the counterparty.
- 5.3. Eventual failures or damages of the delivered goods and/or of the packaging which are present at the moment of delivery, must be notified on the bill of lading or invoice by the counterparty; if no declaration of any failure or damage has been written on the bill of lading / invoice, the goods are considered to have been approved by the counterparty. In that case no claim can be accepted anymore.
- 5.4. We are entitled to deliver partially, which we can invoice separately; the counterparty is obliged to pay then, according to the defined in section 11 of these conditions.
- 5.5. The given delivery times count approximately and are not binding. We are not liable for going beyond the delivery time.
- 5.6. Going beyond shall not oblige us to any compensation. The counterparty is not automatically entitled to cancel the agreement or refuse the purchase in case of an exceeded delivery time. In case of an extremely exceeded delivery time (more than 6 weeks over the original delivery time) the counterparty has the right of cancelling, unless the exceeding is caused by circumstances beyond our control.

6. REPAIR / REPLACEMENT

- 6.1. In case of repair / replacement we guarantee that the goods will be in good order again, unless we judge that repair is not a durable solution.
- 6.2. Repair / replacement shall be charged against the applicable rates, unless warranty is applicable. The work shall be done in our workshop (i.e. major repair) or in the counterparty's premises, in consultation with the counterparty.

7. TRANSPORT

- 7.1. Unless otherwise agreed transport of the goods is arranged by us up to the destination place agreed, against the applicable rates. In case of freight free deliveries no transport cost shall be charged.
- 7.2. Our eventual liability for transport damage (exclusively if insurance for this has been explicitly agreed with the counterparty, see section 4.2) shall not exceed the coverage provided by our insurer.

8. CIRCUMSTANCES BEYOND OUR CONTROL

- 8.1. By "circumstances beyond our control" ("Act of God") is meant:
 - Any from the will of parties' independent or incidental circumstance as a result of which following of the agreement cannot reasonably be required from us.
 - By "circumstances beyond our control" is meant in any case:
 - labour strikes, excessive absence through illness of our employees, transport troubles, fire, prohibitions or measures on the part of the governmental or local authority, among which import or export regulations or embargoes, contingents and company interruptions with us or with our suppliers, as well as failure by our suppliers as a result of which we cannot fulfil our commitments (anymore), natural disasters, failures in raw materials to be processed, insurrections, war and mobilization, declaration of the state of war or siege, rebellion, civil disturbance, agitation, water damage and/or flood
- 8.2. If a situation of "circumstances beyond our control" occurs we are entitled to postpone the execution of the agreement or to dissolve the agreement definitely, in consultation with the counterparty.
- 8.3. We are entitled to demand payment concerning the performances that have been made with the execution of the concerning agreement, before a situation of "circumstances beyond our control" appears to be affective.

9. LIABILITY

- 9.1. Except for provisions of binding right concerning among other things (product)liability we are not obliged to any other compensation of damage, of which kind thus, direct or indirect, among which company damage of movable or immovable goods, as well as persons of the counterparty or of third parties.9.2. Unabated the coverage of our liability insurers our liability shall never amount more than the nett invoice value of the concerning goods.
- 9.3. The counterparty shall guard us explicitly from further damage claims of him and/or of third parties as to that. Performing our eventual warranty obligations goes as sole and entire damage compensation.

10. WARRANTY / COMPLAINTS

- 10.1. We guarantee the durability and quality of the goods delivered by us, during a period indicated by us. If no warranty period is indicated, the duration shall be maximal 12 months. Furthermore we guarantee that verified weighing equipment (identifiable by the designation **CEIM** on the attached type sticker), where . . . represents the last 2 digits of the year of the inspection) complies with the requirements of the Dutch Meteorological Institute NMI Certin. Our warranty obligations extend to repair / replacement of parts which are under warranty.
- 10.2. Every warranty obligation expires if the counterparty:
 - does not strictly fulfil any obligation towards us;
 - is having executed repairs or other activities by third parties to the concerning equipment or makes or is having made modifications;
 - does not use the delivered equipment in accordance to the rules;
 - has the warranty period expired without any complaint as to that.
- 10.3. Eventual complaints shall be handled by us only if they have reached us in writing -directly- within 8 days after delivery, under accurate report of the kind and basic assumption of the complaints.
- 10.4. Complaints about invoices shall also be reported within 8 days after mailing date. Hidden failures as well shall be reported within 8 days after discovery, as complaints can be presented at the latest within 6 months after delivery.
- 10.5. After elapsing of these period(s) the counterparty is considered to have approved the delivered goods, respectively the invoice. In that case complaints shall not be handled by us anymore.
- 10.6. Presenting a complaint shall never release the counterparty from his payment obligations toward us.
- 10.7. Returning a delivery shall only take place after our permission in writing, freight free our address and under conditions to be determined by us.

11. OWNERSHIP RESERVATION

- 11.1. All goods supplied or still to be supplied to the counterparty by us remain our property as long as any amount related to the delivered goods or goods still to be delivered has remained unpaid for.
- 11.2. As long as any amount related to the delivered goods has remained unpaid for, the counterparty is obliged to separately and clearly identifiable stock the goods in his office or store.
- 11.3. In the framework of his regular business exercise the goods can be resold or used, but may not be pledged or charged by way of security to a debt-claim of a third party.
- 11.4. We are entitled at all times to take away the delivered goods from the counterparty or his representatives, on basis of these Conditions, in case of the counterparty does not fulfil his payment obligations. The counterparty is obliged, without any reservation, to give all assistance in order to hand the goods to us.

12. PAYMENT

- 12.1. Payment must take place nett-cash at delivery, without any deduction or debt settlement, or by means of a deposit or transfer to one of our bank accounts, within 21 days after date of invoice. The currency date indicated in our bank statement determines the day of payment.
- 12.2. Every payment from the counterparty primary extends to payment of the interest due as well as the costs of payment demand and/or administrative costs and shall be deducted from the eldest open debt after that.
- 12.3. In case the counterparty:
 - a. is declared in state of bankruptcy, goes into estate renunciation, applies for a suspension of payment, or a complete or partial possession is taken of his property;
 - b. dies or is placed under legal restraint;
 - c. does not fulfil any legal obligation or any obligation from these Conditions;
 - d. refrains from paying an invoice or a part of it within the set deadline;
 - e. ceases or hands over his business or an important part of it, among which the input of his business into a company to be founded or already existing, or changes the goal of his business, we are entitled just by taking place of one of the remarks to demand the entire indebted amount and to reclaim all delivered but unpaid goods, unabated the right of indemnification of costs, damages and interests.

13. INTEREST AND COSTS

- 13.1. If payment did not take place within the term as mentioned in the previous section, the counterparty is in omission by right and is indebted an interest at the rate of 1,5% of the amount being open from date of invoice, per (partial) month.
- 13.2. All necessary judicial and extra-judicial costs are at the expense of the counterparty. The extra-judicial costs amount to at least 15% of the amount due by the counterparty, inclusive forementioned interest, with a minimum of 250 Euro.

14. TAKE BACK of DISCARDED EQUIPMENT

- 14.1. According to the Dutch Law discarded equipment (characterized by the garbage can with a cross over it and a black bar below, as shown alongside) must be collected separately and processed in an environment justified way.
- 14.2. Concerning equipment, labelled by Henk Maas Weegschalen B.V., the following conditions shall be applicable:
 - 1. At purchase of a new device, the old device shall be taken back by Henk Maas Weegschalen B.V. without cost; or
 - 2. in case an existing device cannot be repaired, it shall be taken back by our mechanic without cost; or
 - 3. in all other cases the counterparty shall be obliged to ship the device to be discarded free of freight to: Henk Maas Weegschalen BV, Tuinstraat 1, 4264 AW Veen.
- 14.3. Henk Maas Weegschalen BV shall take care to recycle the collected and received equipment in an environment justified way. For further information see our website: www.henkmaas.nl.



15. APPLICABLE LAW

- 15.1. All offers, quotations, agreements and execution of them are governed exclusively by the Dutch Law.
- 15.2. Concerning the explication of international terms of trade incoterms shall be applicable, as determined by the international Chamber of Commerce at Paris. The Dutch text of these Conditions is authentic and binding between the parties.

16. DISPUTES

- 16.1. All disputes shall be settled by the Dutch authorized judge, also if the counterparty is resident abroad and a treaty condition should indicate a foreign judge as authorised.
- 16.2. We are entitled however to have a dispute decided by a foreign authorised judge.
- 16.3. If a dispute falls to the absolute competence of the court, the court at Amsterdam shall be authorized.