

# General delivery and payment conditions of

Scan-Air B.V.

established and Office at Mill

registered at the Chamber of Commerce and industry of Northeast-Brabant in 's-Hertogenbosch on 31 August 1995 under number 160.67.508.

## GENERAL

1. All our offers, agreements and their implementation shall be governed solely by the present conditions. Derogations must be expressly agreed in writing with us.
2. Under "the other" is in these terms shall mean: any (legal) person, who with our company has entered into an agreement, respectively wishes to quit and apart from these, his representative (s), agent (s), assignee (s) and heirs.
3. The documents provided by the other party's own terms and conditions shall not be affected to the extent not in conflict with these conditions. In that case, our terms and conditions at all times take precedence, even if otherwise priority is stipulated.

## DEAL

1. All offers made by us, in whatever form, are without obligation, unless explicitly stated otherwise.
2. If a listing is accompanied by budgets, plans, catalogues or other documents, they remain at all times our property and shall upon request be returned to us carriage paid. They may not be reproduced without our permission, nor given to third parties for inspection.
3. Transmission of offers and/or (other) documentation requires us not to acceptance of an order. Non-acceptance by us as soon as possible, but in any case within 10 days to be communicated to the other party.
4. We reserve the right to refuse orders without giving any reasons to refuse, or cash on delivery.

## AGREEMENT

1. Except as hereinafter prescribed on a contract with us first than to stand after we have accepted an order in writing, have confirmed respectively, where the date of the confirmation is decisive. The order confirmation shall be deemed correct and complete the agreement, unless the other party immediately protested against it in writing.
2. Possibly later made additional agreements or changes, bind us only if these are confirmed by us in writing.
3. For transactions for which to type and size no quotation or order confirmation is sent, the invoice shall be deemed correct and complete the agreement, subject to advertising within 3 working days.
4. Any agreement we entered into under the suspensive condition that the other party – only to our review – creditworthy enough for the financial performance of the agreement.
5. We are entitled at or after the conclusion of the contract before (below) to perform, of the other security requirements that both payment and other obligations will be met.
6. We are entitled to if we deem necessary or desirable for a proper execution of the command and after consultation with the other party, in implementation of the agreement to enable others, whose costs to the other party will be charged in accordance with the provided price quotes.
7. The other party is kept us in a timely manner to provide information and documents necessary for the proper implementation of the agreement.

## PRICES

1. Unless otherwise noted, our prices: -based on delivery time off our company, warehouse or other storage location, -exclusive of vat, import duties, other taxes, levies and duties, -excluding the costs of packaging, in-and throat, transport and insurance. -please indicate in dutch currency; any rate changes are passed on
2. In case of increase of one or more of the cost factors we are entitled to the order price accordingly to increase; a and other with regard to any relevant existing legal provisions, with the understanding that already known future price increases in the order confirmation shall be indicated.

## CANCELLATION

If the other party after an agreement has been reached, this wish to cancel, you receive 15% of the order price (incl. Vat) if cancellation fee will be charged, without prejudice to our right to full damages including lost profits.

## DELIVERY

1. From the moment of conclusion of the contract of sale is purchased for the risk of the other party. Unless otherwise agreed, shall be delivery to home/company of the other party. Carriage paid delivery

shall be made only if and insofar as this by us with the other party has agreed and on the invoice or otherwise.

2. If time of delivery applies when the purchased to transport ready state.
3. The other party is obliged the delivered or the packaging immediately upon delivery, and in any event within 3 working days on any shortfalls and/or damage to inspect these checks after communication on our part that the goods at the disposal of the other party.
4. Any shortfalls and/or damage of the goods and/or the packaging which are present at delivery, the other party on the delivery receipt, the invoice and/or the transport documents for defects of which the other party is deemed not to have supplied is approved. If than be commercials about it no longer taken into consideration.
5. We are entitled to deliver in parts (partial deliveries), which we are able to invoice separately.
6. Indication of the delivery time shall always be approximate, unless explicitly written differently has corresponded.
7. When the goods after the expiry of the delivery time by the other party does not have diminished, they are stored, made available for the account and risk of the other party.

## TRANSPORT/RISK

1. The manner of transport, shipping, packaging and such is if no further designation by the other party has been provided to us, by us as a good commercial.
2. Unless otherwise agreed, the other party all risk in this unto itself, including fault/negligence of the transports.
3. Any specific wishes of the other party on the transport/dispatch, be only carried out if the other party has declared to the multiple costs thereof.
4. We are entitled for sustainable packaging materials a fee, which is listed on the invoice.
5. When we such a fee, will be this was settled after return in original condition.

## FORCE MAJEURE

1. Under "force majeure" shall be this means: each of the parties and/or unforeseen circumstance which performance of the contract reasonably by the other party can no longer be required.
2. If we believe that the force majeure will be of a temporary nature, we are entitled to the implementation of the agreement as long as to suspend, until the circumstance that the majeure is no longer compliant.
3. We believe that the force majeure situation of a lasting nature, then parties can provide about the dissolution of the agreement and the associated consequences
4. We are entitled to claim payment of the performance, associated with implementation of the relevant agreement before causing the force majeure occurred.
5. The party that believes in force majeure to (come), should the other party forthwith.

## INTELLECTUAL PROPERTY

1. All copyrights and all drawings, molds, lithographs designs, sketches, models and so on, by or on behalf of us in the performance of a contract manufactured, remain our property, as well as the right to use them.
2. The opposite party guarantees us at all times that the use of information provided by other party or otherwise, we do not conflict with legal provisions will bring or protective rights of third parties.
3. They further agree to indemnify and hold us fully for all direct and indirect effects of claims which third parties towards us should create valid under breach of this warranty.

## LIABILITY

1. We exclude any liability from, insofar as this is regulated in the law.
2. Our liability will be the total amount of the relevant order never exceed.
3. Subject to the generally applicable legal rules of public order and good faith, we are not held to any compensation for damage, of any nature whatsoever, directly or indirectly, including corporate damage to assets, whether movable or immovable property, or to persons, both to the other party as to third parties.

4. In any case, we are not liable for damage, caused or caused by the use of the services provided or by the incapacity thereof for the purpose for which the other party has purchased.

#### **COMPLAINTS**

1. Any reclamations are only considered if reported to us directly within 8 days after delivery of the affected performance in writing, under precise indication of the nature and basis of complaints.
2. Complaints regarding invoices must also be submitted in writing within 8 days after the invoice date.
3. After the expiry of this period, the other party shall be deemed the delivered, respectively the invoice, to have approved. If than be complaints no longer considered by us.
4. If the complaint is declared justified by us, we are still only required to deliver the agreed performance.
5. Only if and insofar as the complaint is found to be well founded this apron the liability of the other party on, until such time as the complaint is settled.
6. Return of the delivered may only take place after our prior written consent, under conditions to be determined by us.

#### **WARRANTY**

1. Subject to the restrictions set out below, we grant during a period to be agreed warranty on the products delivered by us. This warranty is limited to the common workmanship and includes so no malfunctions which have their cause in any kind of wear or consumption of any specific parts of the services provided.
2. Guarantee means, the free redelivery, or repair parts or components. The redelivered parts must be sent carriage paid to us. Disassembly and assembly of such parts shall be borne by the other party.
3. On third-party components involved or additions acquired by us no longer warranty, then the third party supplier to us.
4. The warranty is voided if the other party and/or third parties engaged by it, uses the supplied on faulty manner.
5. The warranty is voided, if work or modifications to the delivered goods are carried out by the other party and / or third parties engaged by it.
6. The warranty is also voided if the by us delivered materials are cleaned with a harmful agent, such as bio diesel
7. When we will replace in fulfilment of our guarantee, components, then the replaced parts our property.
8. If the other party does not, partially or not in time, fulfill the obligation to the agreement concluded between the parties, then we are not obliged to guarantee as long as this situation lasts.

#### **RETENTION OF TITLE**

1. Delivered goods remain our property until all our deliveries carried out pursuant to agreement and work or to carry out supplies and works, including interest and costs are paid by the other party. In the event of suspension of payment, bankruptcy, suspension of payment, liquidation of the other party, or death when the other party is a natural person, we are entitled the order without notice of default or judicial intervention in whole or in part, to cancel and the unpaid portion of the delivered to recover it. Cancellation and taking-back let our right to compensation for loss or damages. In these cases any claim of us on the other party will be immediately payable in full.
2. The goods may be resold or used by the other party in the framework of his ordinary activities, but they may not be in collateral serve as security for a claim of a third party.
3. As security for proper payment of all our claims, any, obtain we furthermore non-possessory pledge – by the emergence of claim – on all those goods which are delivered by us, or of which they are part. The opposite party signed contract and the subsequent written acceptance on our part shall be construed as private deed as referred to in the law.

#### **PERSONAL DATA**

1. By requesting an offer or concluding a purchase agreement, the customer gives permission to process the necessary personal data.
2. Customers can, upon request, obtain access to their personal data.
3. Apart from legal exceptions, the owner of the personal data has the right to be forgotten.

#### **PAYMENT**

1. Unless otherwise agreed, payment will be made cash without discount or settlement in delivery, or by means of deposit or transfer to a bank institution designated by us within 14 days after invoice date. The on our bank statements indicated currency data is crucial and is therefore regarded as payment day.
2. All payments made by the other party intended primarily for payment of any interest and collection costs incurred by us, and then in settlement of the oldest open invoices.
3. In the event the other party:
  - a) is declared bankrupt, assigns, a request for suspension of payment, or attachment of all or a portion of his property,
  - b) dies or receivership,
  - c) pursuant law or of these conditions, its failure to fulfil obligations,

- d) fails to file an invoice amount or a part thereof within the time limit laid down,
- e) proceeds to strike or transfer of his business or a substantial portion thereof, including the input of its business on or already existing company, then proceeds to change in the objective of his company, we have just by the rather than grabbing a der reported circumstances the law, either to dissolve the agreement, or any amount payable by the other party on the basis of the services provided by us, immediately and without any warning or notice of default required in its entirety to requirements, all without prejudice to our right to reimbursement of costs, damage and interest.

#### **INTEREST AND COSTS.**

1. If payment is not made within the in the previous article mentioned term took place, is the counterpart in staff absence and from the invoice date an interest rate of 1% per (part a) month due on the outstanding amount.
2. All judicial and extrajudicial costs shall be borne by the other party. The court costs include all factual costs of legal and process assistance during a judicial procedure, which the liquidation rate. The extra-judicial collection costs amount to at least 15% of it including the aforementioned interest amount due by the other party.

#### **APPLICABLE LAW**

On all our offers, agreements and their implementation is exclusively governed by dutch law.

#### **DISPUTES**

All disputes, including those which only by one party as such be regarded, under or in connection with the agreement to which these conditions apply or the relevant conditions itself and its interpretation or implementation, both factual and legal nature, shall be settled by the competent civil court within whose jurisdiction our domicile is located, unless the district court.