

# GENERAL DELIVERY CONDITIONS

## 1. General

These delivery conditions are applicable to all of our offers and all transactions entered into with us: other conditions shall be binding exclusively provided that we have confirmed them in writing in advance. In the absence of express written agreement to the contrary, customers' purchase conditions shall apply exclusively provided that they are not in conflict with these delivery conditions; in cases of doubt concerning whether such conflicts are present, our conditions shall take precedence.

## 2. Quotations

All of our quotations are subject to contract: transactions are binding to us exclusively provided that we have confirmed them in writing or from the time at which we have commenced their implementation. The aforesaid condition is applicable also to quotations and undertakes made by our representatives or other persons employed by us as well as agreements they have made.

## 3. Measurements, weights, images and technical specifications

The measurements, weights and technical specifications given in our quotations, unified guides (*uniegidsen*), catalogues, stock lists, circulars and other advertising materials and the images provided therein are no more than approximations and are free of obligation unless we have issued a specific, written guarantee. The copyright on the images, drawings, diagrams and designs that we have issued and, in general, all information that we have published, is held exclusively by us: these publications and their contents may not be disclosed in full or in part or in any form to third-parties without our approval.

## 4. Prices

The prices that we quote are subject to contract at all times, since they are based on the factory prices, exchange rates of foreign currencies, import duties and similar levies, insurance rates, freights, taxes, margin arrangements and other, similar, factors in effect at the time at which the transaction is entered into. If one or more of those factors alter prior to delivery, we shall be authorised to adjust the relevant prices without prior notification in a reasonable manner to be decided at our discretion. In the absence of statement to the contrary, our prices are listed per item and do not include turnover tax. Trade discounts that we have granted are applicable exclusively to orders up to a gross value (not including turnover tax) higher than a limit to be stipulated by us.

## 5. Delivery

All of our deliveries in the Netherlands shall be subject to the conditions "carriage paid delivery address". For orders beneath an invoice amount (not including turnover tax) to be set by us, we reserve the right to charge freight costs and will calculate a surcharge based on our surcharge rate at the time at which the delivery takes place. Goods deliverable by us shall be transported at our customer's risk, which risk shall transfer to the customer as soon as the goods have left our warehouses or in the case of delivery supplied by third-parties, the factories or warehouses of those third-parties. We reserve the right to insure the goods against risks determined by us at the expense of our customer.

## 6. Packaging materials

Unless we deliver the goods in a factory packaging for which our own supplier does not make any separate charge to us, we will make an additional charge for the packaging costs. The packaging costs that we have charged will be credited in full provided that they are returned in good condition, carriage paid, within a month of the date of the relevant invoice. All cable reels shall remain our inalienable property.

Notwithstanding exceptional cases that we have confirmed in writing, cable reels shall be issued on loan for a three-month period, calculated from the date of the relevant invoice for which pro forma invoicing has taken place. If the aforesaid loan period expires without the reels having been returned, we shall be authorised to definitely charge our customer for them. We shall credit the reels that have been returned undamaged and in directly usable condition within that period for the pro forma invoice price that we have charged (provided that they are complete with cover plates belonging to them). We will credit damaged (or incomplete) reels that are returned to us and which we judge can be repaired (or completed) for the pro forma invoice price charged less the repair costs (or completion costs).

## 7. Delivery times

Our stipulated delivery times are free of obligation and are approximately unless we have expressly guaranteed a specific delivery time in writing. The exceeding of those delivery times, regardless of the cause, will not oblige us to pay the customer any compensation for damages suffered by him or by third-parties, and neither shall our customer thus acquire any right to dissolve the transaction or not to meet any obligation to which he is subject under the relevant transaction or any other transaction entered into with him. We reserve the right to deliver an order either in full or in batches as the goods become available. If we deliver in batches we shall none the less be entitled to require payment of each invoice relating to a batch delivery in accordance with the prevailing payment conditions. Notwithstanding the provisions of 7 above, in the case of transactions on call, the purchased goods will be divided wherever possible into equal quantities and periods of time set for their acceptance, and if that is not done the customer will be held in default without any demand or notice of default being required on our part, which shall give us the authority to take the action set out in the final paragraph of section 8.

## 8. Cancellation

In the case of force majeure and other circumstances of such a nature that we cannot reasonably be required to act in conformity with the transaction – including a case in which we are not enabled by our own suppliers to meet our delivery obligations – the obligation to deliver shall be suspended and the delivery time extended by an amount of time equal to the duration of those circumstances. If the extension of the delivery time exceeds three months we shall be authorised to cancel the transaction in the amount of the total price not yet carried out, without being obliged to pay any compensation in that regard. In the event of partial implementation the customer will be liable for payment of a proportional part of the total price. In the event of the customer failing to meet his obligations, including a case in which he fails to remit payment at the agreed time, we shall be authorised at all times, without a demand or notice of default being required, to dissolve the transactions, without legal intervention being required, and without prejudice to our right to compensation for damages, and shall also be authorised, under the same conditions, to cancel all other current transactions with the customer that have not yet been implemented, and each cancellation shall result in the amount payable to us becoming immediately due and payable.

## 9. Payment

All invoice amounts must be paid without discount or setoff within 10 working days of the invoice date, either to our offices or to our bank or giro accounts. We are also authorised to accept bills of exchange. Payments by other means, in particular direct payment to our employees, shall be valid exclusively if confirmed in writing by ourselves. In the absence of express written agreement between ourselves and the customer, payments made by the customer shall extend to and be entered by us as payment of the oldest outstanding invoice or invoices, subject to the proviso that we are authorised at all times to deduct payments from or regard payments as payment of an outstanding invoice or outstanding invoices, to be decided at our own discretion.

Our invoices include a credit limitation surcharge of 2%, which amount will not be payable by our customer if and to the extent that payment is made within the aforesaid period of 10 working days following the invoice date, but will be payable insofar as the payment is made after that period, thus constituting late payment. In the event of late full payment of invoice amounts or a part thereof, the customer shall be obliged, notwithstanding the provisions of the final paragraph of paragraph 8 above and notwithstanding the obligation to pay the credit limitation surcharge, to pay the credit costs over the outstanding invoice amounts, which costs shall be

calculated by us over the relevant invoice amount or amounts, including the aforesaid credit limitation surcharge at a credit costs charge of 1.5% per month (which cost percentage can be increased or reduced by us at our own discretion, from 60 days after the invoice date; we also reserve the right to suspend the delivery of goods belonging to the relevant or other transactions. If we are compelled owing to late payment to refer our claims to third-parties for collection, we shall notify the customer as such in writing; it will generally be the case that we will give him a short period of time, to be determined at our own discretion, in which to meet his obligations, unless we judge in a given case that immediate debt collection methods are required. If we decide to take debt collection measures, the related costs will be charged in full to the customer; we can decide at our own discretion to charge him with the actual costs that we have incurred or with an amount equal to ten per cent of the amount owed to us (including the principal amount, credit limitation surcharge and compensation for credit costs). We reserve the right at all times to require security for the timely payment of deliveries already made and those to be made in the future, which security can consist, to be decided at our discretion, of advance payment, bank guarantee, assignments, mortgage, pledge, transfer of ownership as security or surety. We are further authorised in cases we deem eligible to deliver exclusively on a cash-on-delivery basis, or henceforth exclusively cash-on-delivery, if necessary contrary to agreements already made.

## 10. Retention of title

The ownership of the goods we have delivered shall transfer initially to the customer once he has met his obligations to us, regardless of their nature or the transaction to which they relate, subject to the proviso that if at any time all that which the customer owes to us had been paid and the relationship continues to exist as such, the ownership of all of the goods we have delivered will continue to be held by us and we will retain all rights to those goods in respect of our claims on the customer which originate in relation to new transactions entered into or newly performed deliveries. If the customer has passed on the goods to other, the customer of our customer shall be the custodian of the goods in relation to us: our customer shall be obliged to give notice of that retention of title: the custodian shall on our first demand indicate the place where the relevant goods have been stored and enable us to repossess those goods. Goods that we have delivered, the ownership of which is therefore held by us, may not be pledged by our customer or transferred to third-parties in ownership as security, and no other type of right to them whatsoever may be conferred on third-parties. If our customer fails to meet any of his obligations or meet them on time, we shall be authorised to claim as our property all goods or a part of the goods that we have delivered to the customer – and therefore regardless of whether the related invoices have been paid to us; we shall also have this authority if the goods are held by third-parties as a result of delivery as referred to above, subject to the proviso that we will limit ourselves to claiming the goods in respect of which we have not received payment. Even if our customer has met all exigible obligations to us, we shall be authorised to demand and repossess goods we have delivered as referred to above if we make use of our authorisation as provided for under 9 henceforth to delivery goods for advance payment or on a cash-on-delivery basis, or if we terminate the relationship with our customer with immediate effect, which we are authorised to do at all times; we shall not of course demand the goods in these cases if our customer makes full payment of all that which is owed to us with immediate effect, even if it is not yet due and payable. With a view to all repossessions of goods as referred to above, we shall credit our customer for the value which we judge should be assigned to the goods, less the costs involved in the repossession, and without prejudice to our right to claim compensation for damages we have incurred.

## 11. Guarantee

Our obligations shall not under any circumstances shall not go beyond (to be decided at our discretion) the replacement or crediting or repairing the delivered product with material defects; in particular we cannot be held liable for the compensation of any damages, of any nature whatsoever, if the goods are delivered under any manufacturer's or importer's guarantee: the settlement of an appeal on the guarantee shall in this case be subject exclusively to the judgement of the relevant manufacturer or importer. Our customer indemnifies us against all damages, costs and interest that may be claimed against us by third-parties in relation to the goods we have delivered.

## 12. Complaints and returns

In the event of complaints, goods that we have delivered will be collected or returned exclusively following prior consultation with one of our sales assistants: the above shall also apply if we state our agreement to the return of the goods for repair without a complaint having been made. If the complaints relate to incorrectly delivered or packaged goods that have been delivered with damage, the complaint shall be submitted to us by the customer in writing, accompanied by the relevant packing slip, seven days at the latest following the date of delivery: a complaint shall be valid exclusively provided that the packaging remains in its original condition. Verbal complaints and complaints submitted following expiry of the aforesaid period shall not be accepted. In the case of goods collected from our warehouse, complaints shall be only entertained upon their issue. Unpackaged goods should be refused by the customer if they are damaged when delivered.

If goods delivered under manufacturer's or importer's guarantee are returned for assessment of the guarantee by the relevant manufacturer or importer, any costs thus incurred may be charged to the customer. In the case of goods returned to us for repair without a complaint having been made, these goods shall continue to be deemed to have been delivered to the customer with all the related implications and the costs (if any) of repair and transport shall be charged to the customer. In certain cases to be decided exclusively at our discretion, we can accept the return of and credit goods that we have delivered other than for the reasons set out above provided that the date of delivery is not more than thirty days ago, the goods are still in their original condition and packaging and are included in our range of stocks; therefore, goods ordered especially for our customer cannot be returned under any circumstances. If a case such as that described above arises, we shall charge the customer with "crediting costs" comprising 3% per shipment with a minimum of € 7.50 (for which the amount is rounded off downwards to a multiple of € 2.50), subject to the proviso that a fixed amount of € 12.50 per appliance will be charged for appliances with a value in excess of € 250. An amount will be charged with the description "crediting costs" (comprising freight and administration costs). The submission of complaints shall not absolve the customer from his obligation to pay invoices. The provisions of 12 shall not affect the other provisions of these general delivery conditions.

## 13. Competent court

Disputes arising between customers and ourselves shall be referred at our discretion to the court with competent jurisdiction in Zutphen or the court with competent jurisdiction in the place where the customer has domicile unless of course the contrary is prescribed by mandatory law.