

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Affinity Affairs, with the trademarks Innovation Affairs And Easy-weigh, Lauriergracht 68-d, 1016 RM, whose official seat and principal place of business are in Amsterdam, hereinafter referred to as 'the User'

Clause 1. Definitions

In these General Terms and Conditions,

'the User' means the user of the General Terms and Conditions (Innovation Affairs);

'the Buyer' means the client acting in the course of a business or profession.

Clause 2. Scope of Application of the Terms and Conditions

These General Terms and Conditions shall apply to each offer and each contract entered into between the User and the Buyer to which the User has declared the General Terms and Conditions applicable, unless they are expressly varied by a written contract between the parties.

Clause 3. Quotations

1. Quotations submitted by the User are not binding and lapse 30 (thirty) days after the date of the quotation at the latest.
2. Delivery dates and other dates relating to services to be rendered by the User that are mentioned in any quotation of the User are approximate and not of any contractual effect, and the Buyer will not be entitled to claim damages or dissolution of the contract in the event of any failure to deliver on any particular date or dates.
3. Only if and insofar as the quotation is accepted by the Buyer in writing within the term of validity, will the User be obliged to adhere to the prices offered, subject to exceptional situations. Unless otherwise specified, the amounts included in the quotation are exclusive of VAT.

Clause 4. Delivery

1. Unless otherwise agreed, delivery shall be 'ex works'.
2. The Buyer is obliged to take delivery of the goods bought at the time they are delivered to the Buyer, or at the time they are made available to the Buyer in accordance with the contract.
3. If the Buyer refuses to take delivery or fails to provide information or instructions required for the delivery, the goods will be stored at the Buyer's risk. In that case, the Buyer will owe all additional costs, including the storage costs in any event.
4. Quantities ordered will be adhered to as much as possible. The User reserves the right to deliver up to 10 percent in excess of or below the quantity stated, subject to a purchase price adjustment.

Clause 5. Delivery Dates

1. The delivery dates stated by the User are always approximate and failure to meet them will not result in default or in the forfeiture of any rights.
2. In the event of late delivery, the Buyer shall give the User a written notice of default and grant the User a reasonable period to meet its obligations after all.
3. The term of delivery stated by the User will not commence until after all the required data have been made available to it.

Clause 6. Partial Deliveries

The User is permitted to deliver the goods sold in more than one consignment. If the goods are delivered in more than one consignment, the User will be entitled to invoice each consignment separately.

Clause 7. Technical Requirements etc.

1. If the goods to be delivered in the Netherlands will have to be used outside the Netherlands, the User cannot be held responsible for the goods meeting the technical requirements, standards and/or prescriptions prescribed by acts or provisions applicable in the country in which the goods are to be used. The foregoing does not apply if, at the time of the conclusion of the contract, it is stated that the goods will be used abroad and if all relevant data and specifications required are submitted.
2. All other technical requirements set by the Buyer in respect of the goods to be delivered and which differ from the usual requirements should be reported to the Buyer prior to the conclusion of the contract.

Clause 8. Samples, Models and Examples

If a model, sample or example is shown or supplied by the User, it will be deemed to be shown or supplied only by way of indication: the specifications of the goods to be delivered may differ from this sample, model or example, unless it has been expressly stated that the goods delivered will correspond with the sample, model or example shown or supplied.

Clause 9. Dissolution of Contract

1. Any contract entered into between the User and a Buyer may be set aside promptly in the following cases:
 - If, after the conclusion of the contract, the User becomes aware of circumstances that give the User good grounds to fear that the Buyer will not meet its obligations;
 - if, at the time of the conclusion of the contract, the User has asked the Buyer to furnish security for the performance of the contract and such security is not furnished or is insufficient, despite a written warning having been given. In the above-mentioned cases the User will be entitled to suspend the further performance of the contract, or proceed to set the contract aside, all this without prejudice to the right of the User to claim damages.
2. If circumstances occur in respect of persons and/or materials that the User makes use of, or tends to make use of, which are such that the performance of the contract becomes impossible or troublesome and/or disproportionately expensive to such a degree that the performance of the contract can no longer be demanded in reasonableness, the User shall be entitled to set the contract aside.

Clause 10 . Retention of Title

1. Title to goods delivered by the User shall not pass from the User to the Buyer until the latter has met all obligations arising from the contracts of sale entered into with the User.
2. The goods delivered by the User that are subject to retention of title in accordance with subclause 1 may be resold only in the ordinary course of business, and may never be used as a means of payment.
3. The Buyer may not pledge any goods that are subject to retention of title or encumber these in any other manner.
4. In case the User wishes to exercise its rights of ownership, the Buyer hereby grants the User, or a third party to be appointed by it, unconditional and irrevocable permission to enter all places in which there is property of the User, and to repossess such property there.
5. If third parties seize goods that are delivered subject to title retention, or if they wish to establish rights on them, or exercise any such rights, the Buyer will be obliged to inform the User thereof as soon as may reasonably be expected, but three days after the Buyer has become aware of this situation at the latest.
6. The Buyer is obliged to insure the goods delivered subject to retention of title and keep them insured against fire, explosion damage or water damage as well as theft, and allow inspection of the insurance policy on first request.

Clause 11. Defective Goods; Terms for Lodging Complaints

1. The Buyer must inspect the goods sold at the time of delivery, or have them examined, at the date of delivery or as soon as possible afterwards.

During such inspection, the Buyer should verify whether the goods delivered meet the specifications in the contract, namely:

- whether the proper goods have been delivered;
- whether the appropriate quantity of the goods has been delivered (for example, the amount or number);
- whether the goods delivered meet the quality requirements agreed, or, in the absence thereof, the requirements for normal use and/or commercial purposes.

2. If defects or shortcomings are discovered, the Buyer must report these in writing to the User within two (2) weeks after the date of delivery. No warranty can be given in respect of deviations from the appropriate number of items inside the packaging. The warranty does not apply either, in the event that there is any damage as a result of incorrect treatment, or of acting contrary to the User's instructions.
3. In the event that the other party complains in a timely manner, the latter's obligation to pay and to purchase the orders placed will still continue.
4. Goods may be returned to the User only after its prior written permission has been granted.

Clause 12. Price/Price Increase

1. Unless expressly stated otherwise, the prices quoted by the User are:
 - in Dutch currency
 - exclusive of VAT
 - based on the minimum quantities used by the User
 - exclusive of transport charges
 - ex works

2. If the User and the Buyer have agreed on a specific price, the User will nevertheless be entitled to raise the price, if it is able to prove that there have been significant changes in the prices of raw materials, currencies and/or wages, or as a result of other unforeseen circumstances between the date of the relevant offer and the date of delivery.

3. If the price increase exceeds 10%, the Buyer will be entitled to set the contract aside.

Clause 13. Payments

1. Unless expressly stated otherwise, payment of invoices must be effected as follows: 50 % within 10 days after placement of order, 50 % within 30 days after delivery. Payment must be effected in a manner directed by the User in the currency stated in the invoice.

2. Following the expiry of 30 (thirty) days after the invoice date, the Buyer will be in default by operation of law; with effect from the date at which default commences, the Buyer will owe interest on the amount due at a rate of 1% per month, unless the statutory interest rate is higher, in which event the latter rate applies.

3. In the event of liquidation, bankruptcy or suspension of payments of the Buyer, the User's claims and the obligations of the Buyer vis-à-vis the User will be immediately due and payable.

4. Payments must be effected without any discounts or set-off.

5. Any Payments effected by the Buyer shall serve to settle, firstly, all interest and costs owed, and secondly, all exigible invoices that are outstanding for the longest period of time, even if the Buyer states that the settlement relates to an invoice of a later date.

Clause 14. Collection Charges

1. If the Buyer is in default or fails to fulfil one of his or its obligations, then all judicial and extrajudicial costs incurred for the purpose of ensuring payment shall be borne by the Buyer. The Buyer will owe in any event:

on the first EURO 6,500	15%
on any excess up to EURO 13,000	10%
on any excess up to EURO 32,500	8%
on any excess up to EURO 130,000	5%
on any excess	3%

2. If the User shows that the costs it has incurred in reasonableness are higher, they will also qualify for compensation.

Clause 15. Liability

The User's liability to the Buyer will be limited as follows:

1. The User will be liable only if damage or loss is caused by an intentional act or omission or gross negligence on the part of the User or its employees;

2. The User's liability will be limited to the amount payable by the User's insurer in a specific case;

3. If, in a specific case, the User is liable but the case is not covered by the insurance policy, or if the insurer does not pay, the User's liability will be limited to the invoice value of the transaction, at least to that part of the transaction to which the liability relates.

Clause 16. Force Majeure

1. For the purposes of these General Terms and Conditions, force majeure comprises, in addition to its statutory meaning or its meaning in case law, all external causes, both foreseen and unforeseen, upon which the User cannot exert any influence, but as a result of which the User is not able to fulfil its obligations, including industrial actions within the company of the User.

2. During the period of force majeure the obligations to deliver and the other obligations of the User are suspended. If the period of force majeure during which it is impossible for the User to fulfil its obligations exceeds two (2) months, both parties will be entitled to set the contract aside, without being obliged to pay any damages.

3. If the User has already partly fulfilled its obligations at the commencement of the period of force majeure, or can only fulfil its obligations in part, it will be entitled to invoice what it has delivered and/or the part to be delivered separately, and the Buyer will be obliged to pay such invoice as though it concerned a separate contract. However, this does not apply if what has been delivered and/or is to be delivered is of no independent value.

Clause 17. Settlement of Disputes

All disputes arising between the parties hereto shall be submitted exclusively to the competent court in the User's place of residence, unless the dispute concerned falls under the jurisdiction of the subdistrict court [kantongerecht].

Clause 18. Applicable Law

Any contract concluded between the User and the Buyer shall be governed by and construed in accordance with the law of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

Innovation Affairs is a trademark of Affinity Affairs BV

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