

General terms of delivery and payment

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Validity of our terms

These terms apply to all offers and agreements, however they may be named, agreed to or concluded with third parties. Any variations to these terms, including purchasing agreements, and endorsed by a third party, will not be considered binding. Our terms will always prevail.

Offers

All offers are without any binding obligation net/net and exclusive of Value Added Tax, unless specifically stated otherwise and or based on approved drawings provided by either party relating to the said offer. All data mentioned in printed matter provided by us is not legally binding. The responsibility for the right application and the suitability of the matter offered for the required application by the party to whom is offered, lies with the latter. Samples of small items such as cable ties, terminals, cord ends etc. are supplied complimentary for testing purposes and quality checks.

Agreements

Agreements, in any form and including amendments, only become binding upon written confirmation by us reflecting agreed details and the way that acceptance was reached. Acceptance as defined here can only be endorsed by a member of the management team or one of our staff members who has right of proxy.

Prices

We exercise the right to charge the current prices on the day of delivery. This also applies to backorders. All prices mentioned during promotional campaigns, in our catalogue, leaflets or any other type of advertising material, are net/net and exclusive the Value Added Tax. We reserve the right:

- in case of agreements with a person who does not act in the capacity of a trade or represent a company, to charge any or all price increases and or levy imposed by government legislation if it occurs within the first 3 months of commencement of this agreement.
- in case of legal entities or entity acting in a professional capacity or legally representing a company, to charge such an entity any or all price increases due.

Delivery, delivery times and partial deliveries

Delivery conditions are always in conformation with the offer or as accepted by agreement. The seller has the right to charge extra costs incurred by following the special instructions of the buyer, e.g. "dispatch by express or special transport"

Delivery times:

- Delivery times are indicative and will never be guaranteed.
- Non-compliance to the delivery time gives the buyer, a natural person not following a trade or representing a company, only the right to claim compensation and or cancellation of the agreement if the statutory requirements have been met.
- Non-compliance to the delivery time does not give the buyer, in the capacity of a legal entity or entities, the right to claim compensation and or dissolution of the agreement.

Part delivery:

We reserve the right to deliver an order in parts. The buyer is compelled to pay the applicable invoices in compliance with our terms of payment.

Extended ownership

The goods delivered remain in our ownership until the purchaser has fully paid the amounts due in relation to the delivered goods, inclusive of possible interest charges and derived costs. The risk of loss or damage pertaining to purchased goods is transferred to the buyer at point of delivery or otherwise confirmed in writing. The buyer is not entitled to dispose of the goods, in any form, or allow third parties the use of them before payment has been received in full. In case of failure to meet its payment obligations, the buyer is obliged to return the goods on first demand, and to co-operate fully to enable us to exercise our rights.

Packaging

The selling price is, unless otherwise agreed, inclusive of the packaging costs. The form of packaging is decided by us. Packing can not be returned. Extra or different packaging requirements as stipulated by the buyer will be charged additionally.

Transport and transport damage

The method of transportation is decided by us. Should the buyer require a different method of transport, than the one decided by us, additional costs can be charged to the buyer. If the packaging or the goods appear to be damaged on arrival, the buyer is obliged to lodge or countersign an official report with the forwarder before accepting the goods and should send at least one copy of the report to us within forty-eight hours.

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Claims

Claims can only be entertained by us, if they have been received in writing and correctly addressed, within 14 days of the said delivery taking place.

Return of goods

Goods can only be returned after written permission from us. The risk of loss or damage to the goods remains with the buyer unless otherwise agreed by us in writing.

Payment

Payment for the goods shall be made in full, unless otherwise agreed in writing, directly to us within thirty days of the date of invoice and without any unauthorised deductions. In so far as payment has not taken place within thirty days after the date of invoice, we have the right to charge the purchasing party interest on the amount due from due date, being 2% a month or part thereof as well as charge all relating judicial and extra-judicial collection costs incurred by us. The extra-judicial collection costs are 15% of the amount on invoice with a reserve of € 125,- each invoice. We reserve the right to deliver C.O.D. (cash on delivery). We always deliver C.O.D. to buyers who are unknown to us, unless references can be supplied timely indicating a solid financial position. If a credit granted to a buyer gets too high in our opinion, we reserve the right to demand payment before we execute new orders or part orders.

Warranty

We supply a warranty with our goods in so far as and for that part that we were able to obtain a warranty from our suppliers. This remains subject to the goods delivered being faulty and we will at all times have the choice to replace or repair of the goods or parts thereof. We reserve the right in those cases to take back the goods or parts thereof and credit the buyer accordingly. Our warranty cannot be invoked for faults or malfunctions that are incurred as a consequence of force from outside, poor maintenance, overload, natural wear and tear or other causes beyond our control. Slight technical deviations in colour, structure of the material or finish, common and/or inevitable to the trade, are not covered by the warranty and do not oblige us to any form of compensation and do not give the buyer the right to refuse delivery of the goods or refuse payment of the goods delivered.

Liability/force majeure

Paragraph 1:

We do not accept liability, in cases of force majeure or circumstances that hinder the usual continuance in our company - e.g. for non-delivery or overdue delivery by our suppliers, lack of labour force, strike or exclusion of staff etc. - and which render us temporarily or permanently incapable to fulfil the contract(s), irrespective whether the circumstances mentioned were foreseeable or not at the time of the conclusion of the contract. In cases of force majeure or the circumstances here described we can suspend the execution of the orders, until the force majeure or the circumstances here described cease to exist. Alternatively we reserve the right to annul the agreement entirely or partially, in so far as it has not been executed, without any judicial intervention.

Paragraph 2:

In cases of agreements with natural persons who do not act in the capacity of a trade or representing a company, our liability, subject to the stipulation in paragraph 3, never reaches beyond our statutory liability. In cases of agreements with legal entities who officially represent a trade or a company, our liability, subject to the stipulation in paragraph 3, never reaches further than the amount of the order.

Paragraph 3:

In all cases we exclude consequential damage, except in cases where it's proven to be a matter of intentional act or gross negligence on our part and only then to the maximum as referred to in paragraph 2. For personal damage as a consequence of a faulty product we are only liable in so far as we are producer or EC importer and only as far as our statutory liability.

Paragraph 4:

If, in spite of the liability as set out in this article, we are called upon with regards to the execution of this agreement, the client or buyer shall indemnify us entirely, inclusive of all costs that are subsequently incurred due to us being held liable.

Failure in fulfilment

If the buyer fails to meet his obligations properly or does not comply with any obligation arising from the agreement in time, including bankruptcy, suspension of payment or liquidation of the company, he is considered to be in default by operation of law and we have the right to suspend the agreements concluded with the buyer without further notification of default and without judicial intervention or to dissolve the agreement entirely or partially without incurring subsequent liabilities. In the case of dissolving the agreement we are entitled to take back delivered and unpaid goods as our property without prejudice to our right of compensation.

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Disputes

Paragraph 1:

Dutch law is applicable to agreements that are subjected to these terms, irrespective of international trade regulations.

Paragraph 2:

All disputes arising from such agreements with the buyer, will:

- In case of a dispute, as referred to aforementioned with a legal entity representing a trade or a company, it will be settled exclusively by the competent Court of law residing in the district of Breda in The Netherlands and without prejudice to our right to start an action against the other party in a statutory competent Court.

- In case of a dispute, as referred to aforementioned with an other party being a natural person, not representing a trade or a company, it will be settled in a statutory competent Court residing in The Netherlands and under Dutch law.

WKK Nederland B.V. is entitled to change these general terms and conditions.

The last filed version of these terms and conditions will be applicable.

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