

Sales conditions of **Heiploeg International B.V.**, with its registered office at Zoutkamp, and its principal place of business at Panserweg 14 in Zoutkamp, the Netherlands (hereinafter: "Heiploeg") as filed with the District Court in Groningen (*Rechtbank Noord-Nederland*), the Netherlands. Registered in the Chamber of Commerce for Groningen under no. 59778660.

1. Applicability

- 1.1 These sales terms and conditions of Heiploeg form part of and apply to all quotes and/or agreements and all ensuing obligations where Heiploeg sells and delivers goods to the Purchaser. In the event that Heiploeg does not require these conditions to be strictly observed in some cases, this does not mean that Heiploeg loses the right to require strict observance of these conditions in other cases, whether similar or not. In the event that these conditions are drawn up in a language other than Dutch, the Dutch text will be decisive in the event of disputes.
- 1.2 In these terms and conditions the Purchaser will mean any person, legal entity or other entity with whom Heiploeg has entered into an agreement or wishes to enter into an agreement.
- 1.3 Derogations from these conditions are only valid if and insofar as explicitly agreed on in writing. The Purchaser cannot invoke differences which were agreed on in an earlier contractual relationship with Heiploeg. Heiploeg explicitly rejects the applicability of any general terms and conditions used by the Purchaser.

2. Conclusion of agreements

- 2.1 All offers made by Heiploeg are free of obligation.
- 2.2 Heiploeg reserves the right to revoke or to revise an offer that it has made within two (2) working days of acceptance, without prejudice to the provisions hereinafter of article 3 with regard to increasing the price. An offer from Heiploeg can only be accepted by written notification from a duly authorised person.
- 2.3 If the acceptance derogates from the offer made by Heiploeg this acceptance will be considered by Heiploeg as an invitation to make an offer. In that case Heiploeg will make a new written offer which articles 2.1 and 2.2 apply to.
- 2.4 Furthermore, agreements will only be effected once an order has been accepted by Heiploeg. Heiploeg is entitled without reason to not accept orders or assignments without setting further conditions.

3. Prices

- 3.1 The prices indicated or agreed apply "free house delivery" unless otherwise stated.
- 3.2 Heiploeg's prices are based on cost-determinative factors at the time of entering into the agreement, such as purchase prices, tax, currency exchange rates, raw materials, wages and social charges, import duties, levies and other charges.
- 3.3 Prices may be increased by Heiploeg due to changes in cost price determining factors, whether these were anticipated or not. If the price increases by more than 10% of the agreed price then the Purchaser is entitled to dissolve the agreement insofar as it has not yet been observed, unless there is a case of a price increase pursuant to the law. If the Purchaser wishes to use its right to terminate the agreement it must notify Heiploeg thereof by registered letter within three (3) working days after being informed of the price increase. In the event of termination as meant here the parties cannot claim compensation for any damage.

4. Delivery and transfer of risk

- 4.1 Unless otherwise agreed delivery of the sold goods will take place "free house delivery", or at the address as agreed on with the Purchaser.
- 4.2 If it has been agreed that the delivery will be made "ex production centre Zoutkamp" then the Purchaser will arrange for transport as well as taking out transport insurance if it wishes to insure the risks related to transport of the purchased goods.
- 4.3 Heiploeg is entitled to deliver the sold goods in instalments and invoice each instalment separately.
- 4.4 If Heiploeg carries out any customs formalities or similar actions for the Purchaser related to completion of the purchase agreement these actions are always for account and risk of the Purchaser.
- 4.5 The Purchaser guarantees Heiploeg that in respect of the import or transit of goods it has purchased it will always have the required permits and the Purchaser indemnifies Heiploeg in that respect for all claims (including but not limited to claims on product liability, actions, taxes or fines by third parties including any national or foreign government, or any European body).

5. Delivery terms

- 5.1 The delivery terms indicated by Heiploeg always apply by approximation and can never be seen as deadlines. Heiploeg will never be in default due to merely exceeding the agreed delivery terms.
- 5.2 Exceeding a delivery term does not entitle the Purchaser to any kind of compensation, termination of the agreement or any other action vis-à-vis Heiploeg. This will only be different in the event of intent or gross negligence of Heiploeg or its managerial staff, or if the delivery term is exceeded by more than six (6) weeks. In that case the Purchaser is entitled to dissolve the agreement, however without any claim to any compensation.

6. Non-acceptance

- 6.1 If it has been agreed that delivery will be made "ex production centre Zoutkamp" to the Purchaser pursuant to the purchase agreement the Purchaser must accept the goods made available to it as soon as possible but in any case within 24 hours.
- 6.2 If for any reason beyond the control and power of Heiploeg the Purchaser does not accept the goods delivered by Heiploeg then it is in default without further notice.
- 6.3 If the Purchaser does not accept the goods delivered by Heiploeg or not accept them on time then Heiploeg is entitled to store them for account and risk of the Purchaser at a location chosen by Heiploeg. Heiploeg is not required to compensate any damage, for example but not limited to, deterioration in the quality or weight in relation to the non-acceptance of the delivered goods. In the aforementioned case Heiploeg is also entitled but not required to sell the goods to a third party. The Purchaser owes the purchase sum, plus interest and costs, and if applicable less the net proceeds of the sale to the third party.

7. Payment, interest and costs and security

- 7.1 Payment of the invoices sent by Heiploeg must always be remitted within thirty (30) days of the invoice date unless explicitly agreed otherwise without the Purchaser being entitled to any discount or set off.
- 7.2 In the event of non-timely payment by the Purchaser default interest is owed on outstanding claims of one (1) per cent per month or part of a month from the thirtieth (30th) day up until the day of full payment.

- 7.3 If the Purchaser applies for moratorium or for bankruptcy or its bankruptcy is applied for, all outstanding invoices are due immediately.
- 7.4 In the event that the Purchaser fails to comply with its payment obligations on the deadline Heiploeg is entitled to pass on the claim. In the event of extrajudicial collection the Purchaser owes the actual collection costs incurred by Heiploeg as well as the principal and the default interest. The extrajudicial collection costs will be at least 15% of the principal.
- 7.5 Following a request to that end from Heiploeg that can be made both prior to as well as during performance of the purchase agreement, the Purchaser will make a full or partial payment or will furnish security for the observance of its payment obligations.

8. Inspection and complaints

- 8.1 The Purchaser is required on delivery of the goods to closely inspect them with regard to the quantity, weight and quality (including but not limited to the size and colour). If the goods are delivered by a carrier for Heiploeg the Purchaser must have these goods inspected by a person appointed by him. If no one has been appointed, the driver accepting the goods for the Purchaser will be deemed to have inspected the goods for the delivery in question on behalf of the Purchaser.
- 8.2 Any complaints in relation to the inspection referred to in this article must be made by the Purchaser as soon as possible but in any case within twenty four (24) hours of delivery as meant in article 4 in writing and stating reasons to Heiploeg. Failure to lodge a complaint within the aforesaid period will mean that the complaint will not be dealt with and the Purchaser has no claims in this respect. If shortcomings in or to the delivered goods of any kind and which are acknowledged in writing by Heiploeg concern less than 10% of the total quantity the Purchaser is required to fully accept the delivered goods at a proportionate reduction of the purchase price.
- 8.3 Complaints are not permitted in respect of differences in quality, size, weight, colour, quantity, etc. which are usual in the trade and the sector or which are negligible. The Purchaser will afford Heiploeg all necessary cooperation to investigate complaints. If the Purchaser does not cooperate or investigation is otherwise not possible the complaints will not be dealt with and the Purchaser has no claims in this respect.
- 8.4 The Purchaser is required at all times to act as a careful debtor and treat the goods with due care. The Purchaser is not permitted to return the goods until Heiploeg has given its agreement in writing. If the Purchaser has complaints about the quality of the delivered goods it may have the goods inspected within 24 hours of delivery as meant in article 4 by an authorised expert and give Heiploeg the opportunity to carry out its own expert inspection. Also in this case the goods sold by Heiploeg are for the Purchaser's full account and risk from the time that the purchase agreement is concluded.
- 8.5 Lodging complaints too late or in an incorrect manner with Heiploeg will have no legal effect and releases Heiploeg from all liability.
- 8.6 If it is established that the delivered goods do not comply with the agreed specifications, Heiploeg has the opportunity to replace them during a period corresponding to the original delivery term. The payment conditions as mentioned in article 7 remain in full force.
- 8.7 Any legal claims related to complaints must be made within one (1) year of timely complaint on penalty of lapse.

9. Liability

- 9.1 Heiploeg only accepts liability for damage suffered by the Purchaser which is the result of an imputable failing in the observance of its contractual obligations or tort, if and insofar as this liability is covered by its insurance, all this to the amount of the payment made by the insurer. Heiploeg will never be required to compensate damage other than to goods or persons.
- 9.2 If for any reason the insurer does not make payment or the damage is not covered by the insurance, Heiploeg's liability is limited in all cases to the net invoice value of the delivery which was the reason for the Purchaser's claim.
- 9.3 Contrary to the previous paragraphs and without prejudice to the provisions of article 5 Heiploeg accepts no liability for exceeding delivery terms, nor for trading loss and consequential damage either of the Purchaser or its customers.
- 9.4 Without prejudice to the provisions here above Heiploeg is never further liable for goods which it has obtained from third parties for the Purchaser than these third parties are vis-à-vis Heiploeg.
- 9.5 Heiploeg stipulates all defences which it can use against its own liability vis-à-vis the Purchaser also for those whose actions it is liable for pursuant to the law.
- 9.6 Heiploeg is not liable if the shortcoming is the result of force majeure as meant in article 11.
- 9.7 The Purchaser is always fully liable vis-à-vis Heiploeg for discharging customs and transit documents. At the first request the Purchaser will furnish Heiploeg with adequate security for the consequences of the possible non-discharge of the abovementioned documents such as owing import duties and VAT, penalties and interest.
- 9.8 The liability exclusions and or limitations set forth in these conditions do not apply insofar as it is proven that the damage is the result of intent or gross negligence on the part of Heiploeg or its managerial subordinates.

10. Indemnification

- 10.1 The Purchaser undertakes to indemnify Heiploeg for claims of third parties for whatever reason and for whatever grounds, related to the goods delivered by Heiploeg, in particular any claims in relation to personal injury or death.
- 10.2 The Purchaser must reimburse the reasonable costs of defence for claims of third parties to Heiploeg.

11. Force majeure

- 11.1 In the event of force majeure which is not an imputable failing of Heiploeg in the observance of its obligations, Heiploeg's delivery obligation will be suspended for the duration of the force majeure situation.
- 11.2 Force majeure will mean here any circumstance which cannot be blamed on Heiploeg in a subjective sense in which the observance of its obligations vis-à-vis the Purchaser is fully or partly prevented or where the Purchaser cannot reasonably expect Heiploeg to comply with the agreement, such as, but not limited to, war, risk of war, mobilisation, riots, civil war, fire, drought, frost, lightning, work disputes, strikes, (both on Heiploeg's side and at its suppliers), delays in supply, the sold goods not being available for whatever reason, transport difficulties, negligence by auxiliary persons, breakdowns in transport means, attachment of goods and trade blockages.
- 11.3 If it has become impossible to comply with the agreement as a result of force majeure for a period of more than one (1) month each party is entitled to terminate the agreement without legal intervention by explicit and written notice.

- 11.4 In the event of force majeure Heiploeg will never be required to pay the Purchaser any compensation.
- 11.5 If when force majeure takes effect Heiploeg has partly complied with its obligations or can only partly comply with its obligations it is entitled to invoice the part already performed and the Purchaser is required to pay this invoice as if it concerned a separate purchase agreement.

12. Retention of title

- 12.1 Title to the goods delivered by Heiploeg will be explicitly retained by Heiploeg until full payment of all its claims against the Purchaser has been received.
- 12.2 As long as title to the goods delivered by Heiploeg has not transferred to the Purchaser it may not pledge these goods or grant third parties any other right to them. The Purchaser is exclusively permitted to sell and deliver the goods delivered under retention of title as part of its normal business operations to third parties. If the Purchaser has sold delivered goods under retention of title to third parties without Heiploeg receiving the purchase price for these goods the Purchaser will immediately provide detailed information on these third parties and the agreements entered into at Heiploeg's first request.
- 12.3 If the Purchaser fails in the compliance of its obligations vis-à-vis Heiploeg or the latter has good reason to fear that it will fail then Heiploeg is entitled to repossess the delivered goods. The Purchaser will grant Heiploeg full cooperation and grants irrevocable authorisation to Heiploeg or the person or persons appointed by Heiploeg to access the location where the goods in question are kept in order to repossess these goods and store them in a warehouse at Heiploeg's discretion.
- 12.4 If the law of the country where the goods delivered or to be delivered has more far reaching possibilities to retain title than determined in this article then these further possibilities are deemed to apply between the parties and are stipulated on behalf of Heiploeg subject to the proviso that if it cannot be objectively established what these far reaching rules are, the above provisions will remain applicable.

13. Applicable law

- 13.1 Exclusively Dutch law will apply to all offers and agreements entered into with Heiploeg and all ensuing commitments.
- 13.2 For transactions with a foreign Purchaser applies that applicability of the Vienna Sales Convention is explicitly excluded.

14. Court having jurisdiction

All disputes which might arise as a result of or in relation to an agreement entered into between the parties and/or these general trading terms will in the first instance be decided by the court having jurisdiction in Groningen (*Rechtbank Noord-Nederland*), unless Heiploeg prefers to present the dispute to the court having jurisdiction in the place of business of the Purchaser.