



Chamlon B.V.
Eerste Stegge 40-44
7631 AE Ootmarsum
The Netherlands
TEL: +31-541-283000
FAX: +31-541-293125
HR-no.: 06078002

GENERAL TERMS AND CONDITIONS OF SALE OF CHAMLON B.V.

1. These terms and conditions of sale apply to all our (future) sales, negotiations, agreements, offers and deliveries, with the exception of (future) sales, negotiations, agreements, offers and delivery agreements with/to parties that are established in Germany. These terms and conditions are binding for both parties, Chamlon B.V. and its other party. We do not acknowledge the terms and conditions of the purchasing and/or other party, unless these have been agreed to in writing and signed by an authorised representative of our enterprise in advance of an agreement. These general terms and conditions of sale also apply when Chamlon B.V. is aware of conflicting or derogating terms and conditions of sale of the other party and Chamlon B.V. executed the delivery to the other party without proviso. If in individual cases Chamlon B.V. expressly or tacitly waives one or more rights under these terms and conditions this will not affect the other rights/obligations that are in effect under these terms and conditions, and/or other agreements concerned, as well as the entire general terms and conditions of sale that apply to other (future) agreements.
2. The law of the Netherlands applies to all legal relationships and agreements between Chamlon B.V. and its other party. If the other party of Chamlon B.V. is established in the European Union all disputes will be adjudicated by the court with competent jurisdiction in the place of business of Chamlon B.V. If the other party of Chamlon B.V. is established outside the European Union all disputes will be adjudicated by means of arbitration by the International Court of Arbitration (ICC) in conformity with their arbitration regulations, whereby one arbitrator will adjudicate the dispute and no appeal will be possible against this decision. The language of arbitration will be English.
3. All offers are without obligation, unless otherwise confirmed by us in writing. If, in the event of an exception an offer is issued with obligation this will lose its validity at the latest 10 calendar days after the issuing thereof. Agreements between Chamlon B.V. and its other party exclusively come into effect by confirmation (of an order) in writing from Chamlon B.V., or by the dispatch of the goods to the other party. Statements as part of a sale consultation, etc. as well as all other additional obligations and arrangements will only be binding for Chamlon B.V. if these have been confirmed in writing by Chamlon B.V. Any significant inaccuracies in the order confirmation must be reported immediately to Chamlon B.V. In such an event the other party cannot derive any rights from the inaccurate data in the order confirmation.
4. The other party can only withdraw from an agreement if the other party reports this in writing to Chamlon B.V. within 3 working days after the receipt of the confirmation (of an order) in writing. If the other party wants to terminate the agreement after the period of 3 working days, this can exclusively take place with the agreement from Chamlon B.V.. In that event, Chamlon B.V. will have the right to charge the other party for any direct and indirect costs incurred by Chamlon B.V., with a maximum of the total value of the delivery contract.
5. Chamlon B.V. retains the ownership and copyright of all images, drawings, calculations and other documents provided by Chamlon B.V.. This also applies to such documents in writing that are indicated as "confidential". The other party is not permitted, without permission in writing from Chamlon B.V., to use, copy, reproduce, or make available to third parties, materials and other documents. In the event of infringements Chamlon B.V. retains the right to claim compensation.
6. Production and development samples will be regarded as an indicative quality assessment and will not represent any binding specifications documents, unless the binding specifications characteristics have been expressly agreed. The item description made by Chamlon B.V.



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exclusively applies as the agreed properties of goods. Public statements, recommendations or advertising of Chamlon B.V. cannot be regarded as contractual characteristics of the goods. Information, advice with regard to technical processing and/or application of the products of Chamlon B.V., as well as technical advice and other information, are provided by Chamlon B.V. to the best of its knowledge, but these will under no circumstances be binding. The other party is personally responsible for testing the compatibility of the item/goods for the application for which the other party want to use this/these or for which the other party will price and sell this/these to third parties.

7. In the event of sales agreements with the other party with a value of goods of less than EURO 1,000 (excluding VAT), Chamlon B.V. will charge a surcharge of EURO 75 (excluding VAT), per order or per delivery.
8. Complaints can only be made validly if these are submitted to Chamlon B.V., in writing and clearly described, within two weeks after the receipt of the goods, and if reasonably possible in the original condition and packaging. If complaints are submitted too late the right on the part of the other party will lapse. Minor deviations deemed permissible in the trade or technically unpreventable deviations in quality, colour, measurement, weight, finish design and suchlike do not constitute a basis for complaints. In the event of justified complaints Chamlon B.V. will have the choice to give credit for the goods, or to repair or replace the goods within thirty working days after the receipt of the return consignment.
9. If not agreed otherwise in writing and/or stated in the confirmation of the order the delivery conditions are always "Ex-Works" (in conformity with the INCOTERMS 2010).
10. Transport and other packaging cannot be returned to Chamlon B.V.; this is with the exception of EURO-Pallets.
11. In the event of client specific products, i.e. products that are specially made on the specifications of the other party - this is including all products that contain a brand name or identification of the other party or a third party - Chamlon B.V. will be entitled during deliveries to deliver 10% more or less than the agreed quantity (in numbers) without Chamlon B.V. requiring approval from the other party for this. In the event of surplus delivery these extra delivered products will also be charged for.
12. The following provision will apply when a call-off order or framework order has come into effect between Chamlon B.V. and the other party. If a delivery depends on a call-off order from the other party and the other party is in default of the call-off order toward Chamlon B.V., the last agreed call-off deadline will apply as the delivery date and Chamlon B.V. will have the right to dispatch the ordered goods to the other parties and to charge the transport and other costs. Chamlon B.V. also retains the right in this event to charge the costs of storage.

The specification of delivery periods in the order confirmation or other communication from Chamlon B.V. is not binding and exclusively serves as an indication. If as an exception a binding delivery period has been agreed this will commence upon the issuing of the order confirmation in writing by Chamlon B.V. as well as upon the clarification of all technical matters that are required for the performance of the agreement. The compliance with the obligation to deliver requires the correct fulfilment of all obligation on the part of the other party in a timely manner. If the other party is in default of the fulfilment of its obligations, Chamlon B.V. can suspend the agreed obligation to deliver until all obligations on the part of the other party are



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fulfilled.

13. Chamlon B.V. will not be liable, contractually or non-contractually, for damage on the part of the other party, which could be the result of any defects of the goods delivered on the basis of, or related to, this agreement. All this is except for intention or wilful recklessness on the part of Chamlon B.V.. Should there still be any liability on the part of Chamlon B.V., this liability on the part of Chamlon B.V. will be limited to the free of charge repair of a defective product, or to replacement of that product, or a part thereof, all this at the assessment of Chamlon B.V.. The maximum liability on the part of Chamlon B.V. will never exceed the purchase price.
14. Chamlon B.V. will be entitled to suspend, wholly or in part, all orders, without judicial intervention, at its choice without becoming liable for compensation, or as the case may be to demand advance payment for the deliveries still to be executed, if:
 - a. it cannot, or not sufficiently, cover with a credit insurer to be determined by it, the credit risks ensuing from the order(s) concerned;
 - b. the financial position of the other party deteriorates prior to the order(s) being entirely executed;
 - c. the other party has been granted moratorium, or is insolvent, or as the case may be the control over or within the other party transfers to third parties.In the events stated above Chamlon B.V. will not lose the right to payment of the goods and services already delivered.
15.
 - a. The payment of the purchase price must take place in Ootmarsum, the Netherlands, to an account to be designated by Chamlon B.V., and in the currency as stated in the sales invoice or order confirmation.
 - b. After the concluding of the agreement Chamlon B.V. will be entitled to charge on cost increases to the other party. These costs increases concern inter alia: raw materials prices, transport costs and exchange rates. The other party will be informed in writing of this charge on.
 - c. The payments will always serve to settle the longest outstanding claims.
 - d. In the event of payment by bank transfer the date of payment will be the date of the crediting of the bank account of Chamlon B.V.. In the event of payment by cheque the date of payment will be the date on which the cheque is cashed in by Chamlon B.V..
 - e. If the other party has not paid at the latest on the due date, the other party will be in default toward Chamlon B.V. without the requirement of any warning.
 - f. Each delay in the payment will mean for the other party, the obligation to pay default interest (interest) of 1.5% per month, or a part of a month, without prejudice to flat-rate compensation of the extrajudicial collection costs of 15% of the unpaid invoice amounts, or invoice amounts not paid in a timely manner.
 - g. If the other party remains in default of payment in a timely manner Chamlon B.V. will be entitled to require cash payment in a timely manner for all deliveries still to be executed, prior to the delivery of these goods, to terminate the contract wholly or in part, or as the case may be to suspend further execution of the order until all due invoice amounts have been settled.
16. All delivered goods remain the property of Chamlon B.V. until payment of all invoices (also invoices that are not yet due) has taken place. As long as Chamlon B.V. still has any claims Chamlon B.V. will be entitled to take back the goods and the other party will not be entitled, in whatsoever form, to transfer the goods of Chamlon B.V. (for security) to third parties, or to give the goods of Chamlon B.V. on consignment to third parties. The goods taken back on the basis of this article will be credited to the other party for the market value of these goods on the day of the repossession.



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17. Force majeure, as a result of which the delivery of the goods is delayed or prevented, will release Chamlon B.V. from the obligation to deliver in a timely manner and will also not give cause for any liability whatsoever on the part of Chamlon B.V. Force majeure is taken to mean each circumstance beyond the control of Chamlon B.V., such as but not limited to: war, riots, strike actions, government measures, business interruptions on the part of Chamlon B.V. of whatsoever nature, disruptions in the usual supply of raw and auxiliary materials for the benefit of Chamlon B.V., as well as interruption in the transport of products by means of transport chosen by Chamlon B.V..

18. Chamlon B.V. will be entitled to sell items to third parties, which items were refused and/or received as return consignments, provided with whatsoever (brand) label of the other party, regardless of trademark and design protection, when the removal of these (brand) labels results in damage to or decrease in value of the items concerned.