

Article 1 Purpose – Scope of application

- 1.1 The purpose of these general terms of sale (hereinafter the “*General Terms*”) is to set forth the terms of performance of the industrial services to be effected between KVE Composites B.V., hereinafter the “*Company*”, and the professional Purchaser, the “*Purchaser*”.
- 1.2 The Purchaser accepts the General Terms in full, in their entirety and without reservation and undertakes to comply with the said General Terms and the order form accepted by the Company, the “*Order*”.
- 1.3 The General Terms shall prevail over any other document issued by the Purchaser, and in particular over its general terms of purchase which may conflict with the same.

Article 2 Orders

- 2.1 The Order is deemed to be entered into after confirmation of the Purchaser’s Order by the Company. The said confirmation shall be express, in writing and documented by an acknowledgment of receipt slip.
- 2.2 The Order shall specify, *inter alia*, the quantity of products ordered, the estimated delivery times, the agreed price, the terms of payment and the place of delivery.
- 2.3 The Company reserves the right to entrust to any subcontractor of its choice all or part of the research, supplies or Services which are the subject of the Order.

Article 3 Modification, suspension, cancellation of the Order

- 3.1 Any modification or cancellation of an Order requested by the Purchaser may only be taken into consideration, if it is received by the Company, by registered letter with acknowledgement of receipt slip, within a period of five (5) days from the date on which it was sent.
- 3.2 The Company may, at its discretion, either refuse the modification or cancellation (in which case, the down payments made may not be refunded) or accept the modification, which shall be documented by means of a written agreement (in which case, the Company may debit the Purchaser for any costs and expenses incurred).
- 3.3 If the Purchaser wishes to suspend the Order, it shall first obtain the Company’s written consent, such consent to specify the period of the suspension and the resulting additional costs and time periods. The Company reserves the right to invoice any part of the Order which has already been commenced.
- 3.4 The Company may replace the products which are the subject of the Order by products of an equivalent specification, provided that this does not result in an increase in the price or a change in quality for the Purchaser.

Article 4 Price

- 4.1 The Company reserves the right to amend the price up until delivery, in order to reflect any increase in the cost of labour or the purchase price of materials, or any modification of the exchange rate for imported products, up to the amount of the said increase or modification.
- 4.2 The prices for the Services provided by the Company are fixed and are stated in Euros, net of tax and are understood not to include insurance, packaging or transport.
- 4.3 Any deposit paid will be retained by the Company as a penalty clause and as compensation for any loss of value in the event of a termination or cancellation which is attributable to a breach by the Purchaser.

Article 5 Delivery

- 5.1 The delivery is effected “ex works” at the Company’s factory or warehouse, unless otherwise agreed by the parties. The delivery is effected by mere notice of readiness.
- 5.2 The Purchaser agrees to take delivery within 48 hours from the notice of readiness. If the Purchaser, after service of a formal notice, fails to take delivery of the product, the Company may, without prejudice to any claim for damages, require either the payment of 500 Euros per day for storage costs or deem the sale to be automatically cancelled.
- 5.3 The Purchaser agrees to insure the products sold against all risks, with effect from the time when they leave the Company’s factory or warehouse, shall pay the transport costs and shall be responsible for any financial consequences of a direct claim brought by the transporter against the Company.
- 5.4 In the event of a shortage, the Company shall satisfy the Orders in accordance with their order of receipt and subject to availability. Late deliveries may not give rise to a claim for damages nor to a deduction or cancellation of pending Orders.

Article 6 Acceptance of delivery

- 6.1 The Purchaser shall take any necessary steps in order to ensure the receipt, maintenance and optimum storage of the Products, notwithstanding the Company’s retention of title clause.
- 6.2 The Purchaser shall be responsible for verifying the proper condition and compliance of the products on delivery. In the absence of clear and detailed reservations on the delivery slip, the products will be deemed to have been received in accordance with the quality and quantity specified in the Order.
- 6.3 Claims from the purchaser may only validly be accepted, if they are made in writing within seven (7) days of delivery. The Purchaser shall provide evidence of the existence of the noted defects or anomalies and shall afford the Company every opportunity to verify and remedy the same.
- 6.4 No claim shall be admissible, if the products are not used for a use which is generally accepted for products of the same type or for a use which the Company has expressly accepted.

Article 7 Packaging

- 7.1 Returnable, rented or borrowed packaging: this remains the Company’s property. In the event of a failure to return the packaging within the agreed time limit, or the destruction of or damage to the packaging, the Company may, without the need for a prior, formal demand, invoice the Purchaser for the replacement value of the packaging or the cost of repair, and demand compensation which represents the loss suffered as a result of the Purchaser’s breach.
- 7.2 Sold packaging: the Purchaser agrees to remove any reference to the former owner from the packaging and agrees not to use the packaging for purposes other than the original one.
- 7.3 Containers subject to repeat testing: the Company shall not accept any liability for any accidents which might occur as a result of the said packaging, if it was sold to the Purchaser or not returned by the latter prior to the next test date.
- 7.4 Packaging provided or designated by the Purchaser: the Purchaser agrees to provide packaging which complies with the applicable regulations. If the Purchaser itself designates the packaging or the company which will carry out the packaging, the Company cannot be held liable for any damage due to defective or unsuitable packaging.

Article 8 Return of products

- 8.1 The products may only be returned with the Company’s express, prior, written consent and the Company will provide the terms thereof. The fact that the Company agrees to the return of any such product does not grant the Purchaser the right to return other products, even if they are identical.
- 8.2 The Purchaser shall return the product in perfect condition, protected or packed in its original packaging, postage prepaid, at its own cost and risk, to the place stated by the Company. The product does not exempt the Purchaser from its payment obligation.
- 8.3 Any return which is accepted by the Company shall result in the issue to the Purchaser of a credit note.
- 8.4 Any product which is returned without such consent will be refused and sent back to the Purchaser at the latter’s exclusive cost.
- 8.5 No return will be accepted, if a product is manufactured in accordance with the Purchaser’s own technical specifications.

Article 9 Warranty

- 9.1 The products delivered by the Company shall enjoy the benefit of a warranty for a period of twelve (12) months with effect from delivery.
- 9.2 The warranty is limited to the products which are recognised by the Company as not complying with the Order, the technical instructions or the features accepted by the Purchaser.
- 9.3 The Purchaser shall, subject to the expiry of any related claim, notify the Company in writing, of the existence of such defects within a period of ten (10) days from the discovery thereof and shall specify the operating terms which exist at the time they are discovered.
- 9.4 The Company may either opt to replace the product free of charge or to repair the product or the element which is recognised to be defective, unless this method of compensation proves to be impossible or disproportionate. Any carriage costs shall be paid by the Purchaser. The warranty shall not cover the costs of travel, transport or shipment or the costs of removal and installation, such as handling costs.
- 9.5 The warranty is excluded in the following situations: apparent defects, faults and damage caused by wear and tear or by an accident outside; the Purchaser’s failure to comply with the instructions for installation, use and maintenance; the Purchaser’s lack of supervision, storage or maintenance; an improper use of the product by the Purchaser; the modification or adaptation of the product by the Purchaser or a third party which is not authorised by the Company or which is effected using parts and/or consumables which are not genuine.

- 9.6 The warranty shall not apply in the event of the Purchaser’s failure to pay and it cannot rely on the commencement of third party proceedings in order to suspend or defer its payments.

- 9.7 If the Purchaser makes a warranty claim against the Company, the terms of the said compensation shall exclude any other liability claim.

Article 10 Payment

- 10.1 All payments shall be made by the Purchaser in the currency stated in the invoice.
- 10.2 Invoices are payable at the Company’s registered office within a period of thirty (30) days from the date of issue of the invoice. The said time limit may be amended by agreeing upon a shorter time period.
- 10.3 The Company reserves the right to amend the payment terms at any given time, by notifying the Purchaser of the amendment, by ordinary post, prior to delivery. If no written response is received from the Purchaser within 72 hours, the new payment terms shall automatically apply to the delivery. If the Purchaser serves written notice of its refusal to the proposed terms, the Company may suspend delivery of pending Orders.
- 10.4 In the event of a breach of the payment terms, or a default or late payment of any instalment, the Company reserves the right, without prejudice to any additional claim for damages:
- to require the immediate payment of any other sum/instalment due whether now or in the future; and/or
 - to postpone any new Orders of products; and/or
 - to terminate and/or suspend in whole or in part the Orders and/or sales whether pending or future and to claim the return of the products which have been delivered, the costs of such return to be paid by the Purchaser and any payments made to remain the Company’s property; and/or
 - to apply a late payment penalty with effect from the day after the date of payment shown on the invoice, calculated on the basis of the most recent main refinancing rate applied by the European Central Bank, plus 10 percentage points.
- 10.5 If a claim is made to recover all or part of the sums due, the Purchaser shall be obliged to pay all the related costs of the said recovery procedure, together with any additional sums which the Court considers reasonable.
- 10.6 In the event of a late payment, the Company shall have a possessory lien over the products and related supplies.
- 10.7 No set-off or possessory lien may be applied in respect of any debts owed to us.
- 10.8 The Company shall always reserve the right, at its discretion, to make the acceptance of an Order or its continued execution conditional upon the provision by the Purchaser of guarantees for the Company’s benefit.

Article 11 Risks

Since delivery is effected “ex works” from the Company’s factory or warehouse, any risks relating to the products, including *inter alia* those associated with their transport, are transferred to the Purchaser on delivery, as defined, without prejudice to the Company’s right to rely on the retention of title clause or to use its possessory lien.

Article 12 Retention of title

- 12.1 The Company shall retain full title to the delivered products until payment in full of the sale price and of any interest, associated costs, taxes and incidental expenses. The payment can only be deemed to be made when the price is actually received by the Company.
- 12.2 It is expressly agreed that the Company may activate the rights which it has pursuant to this retention of title clause, in respect of any of its debts, over the whole of its products which are in the Purchaser’s possession. The Company may reclaim them or claim them as compensation for all such unpaid invoices, without prejudice to its right to cancel any pending sales.
- 12.3 Until payment in full, the Purchaser agrees not to pawn the products or to use them as security.
- 12.4 The Purchaser shall notify the Company immediately of any measure, action, attachment, requisition, confiscation or any other measure, which may compromise the Company’s title to the products.
- 12.5 In the event of a failure to pay on the due date or if the Purchaser is subject, prior to payment in full, to a corporate recovery, administration or compulsory liquidation procedure, the Company reserves the right to seek the return of the products.

Article 13 Liability

- 13.1 The Company may not incur liability and shall not be bound to pay any compensation for any loss suffered by the Purchaser, or any other person in contact with the product sold, in the event of any improper use of the said product.
- 13.2 Equally, the Company shall not be obliged to repair any damage caused as a result of breaches committed by the Purchaser or by third parties in connection with the execution of the Order, *inter alia* in those cases listed in Clause 9.5 or resulting from the use, by the Purchaser, of technical documents, information or data from the Purchaser or imposed by the latter.
- 13.3 In the event of a proper use of the product sold, the Company’s liability shall be limited to the direct property damage caused to the Purchaser, resulting from breaches which are attributable to the Company during the performance of the agreement. The Company shall accordingly not be held liable to provide compensation for any consequential or indirect damage such as *inter alia* operating losses, loss of profit, lost opportunity, loss of business and loss of earnings.
- 13.4 HOWEVER, THE AMOUNT OF COMPENSATION, FOR ANY CAUSE WHATSOEVER OTHER THAN PERSONAL INJURY, SHALL BE LIMITED TO THE AMOUNT OF THE CONTENTIOUS ORDER(S).
- 13.5 The Purchaser shall indemnify the Company against any claims or rights of relief which might be brought by any third party against the Company or against its insurers and agrees to indemnify it in respect of any associated costs and damages.
- 13.6 Any liability on the part of the Purchaser shall also be excluded in the event of non-payment.
- 13.7 This Clause shall apply subject to the provisions of Clause 9 Warranty.

Article 14 Intellectual property

- 14.1 All the intellectual property rights including the know-how which forms part of the initial research, the documents and technical solutions provided, the products delivered and the services performed shall remain the Company’s exclusive property. The Purchaser agrees not to make any use of the initial research, plans, documents and technical solutions provided by the Company, which are likely to affect the Company’s intellectual or industrial property rights and agrees not to disclose them to any third party.
- 14.2 Any assignment of an intellectual property right or know-how shall be contained in a special agreement. The Company reserves the right to use its know-how and the results of its research and development.

Article 15 Confidentiality

- 15.1 The Parties mutually agree upon a general duty of confidentiality which shall apply to any confidential information whatsoever, whether oral or written, irrespective of the medium thereof, which is exchanged pursuant to the Order. In this regard, the parties agree never to disclose or provide to third parties, for any reason whatsoever, all or part of the confidential information, without the other party’s prior, written consent, nor to use it for purposes or for a business activity other than the execution of the Order.
- 15.2 The Parties agree to take all necessary steps in order to ensure compliance with the said duty of confidentiality, both during and after the Order, and shall guarantee the compliance with the said duty by all their employees, subcontractors, suppliers or other contracting partners.

Article 16 Force majeure

- 16.1 The Company is released from its obligation to deliver within the time periods agreed at the time of the confirmation of the Order, on the occurrence of an event of force majeure. An event of force majeure shall be understood to be any event outside its control, such as, in particular and by way of illustration but without limitation: acts of God, government restrictions, social unrest and riots and wars, acts of malice, damage to the Company’s premises, a computer breakdown, an absence over a long period (accident or illness requiring a leave of absence of more than eight (8) days) which affect the Company or its subcontractors.
- 16.2 The Company agrees to notify the Purchaser as soon as practicable. The Order shall then be automatically suspended, without payment of any compensation, with effect from the date of occurrence of the event.
- 16.3 If the event lasts for more than sixty (60) days from its date of occurrence, the Order may then be terminated by one of the parties and the other party shall not be entitled to make a claim for damages.

Article 17 Choice of law and jurisdiction

- 17.1 These General Terms shall be governed by Dutch law.
- 17.2 Any dispute relating to the application, interpretation or performance of the general terms or of the sale agreements entered into between the Company and the Purchaser shall be submitted, failing an amicable resolution of the said dispute within fifteen (15) days, to the commercial court of The Hague.

Article 18 Miscellaneous

- 18.1 The Purchaser may not transfer or assign the Order or any of its rights or obligations pursuant thereto without the Company’s prior, written consent.
- 18.2 Any failure by the Company to rely at any given time on any of the clauses hereof may not be deemed to be a waiver of the right to rely on such clauses in the future.
- 18.3 If any of the provisions is held to be null and void, it shall not affect the validity of these General Terms.