



CONDITIONS OF SALE

NB Europe B.V. GENERAL CONDITIONS OF SALE

These General Conditions apply to all offers, quotations, sales [transactions], deliveries and supplies and/or agreements of NB Europe B.V., having its registered office in Nieuw-Vennep, the Netherlands (hereafter "the Seller"), provided to and/or concluded with its other party (hereafter "the Buyer"). These General Conditions also apply to all - legal - acts referred to above.

Article 1: Offer and Acceptance

1.1. All offers [and quotations] issued by the Seller will be without any obligation, unless they contain a term for acceptance.

1.2. In the event that a quotation contains an offer without any obligation which is accepted by the Buyer, the Seller will have the right to revoke the offer within three working days of receipt of such acceptance.

1.3. In the event that the Buyer has placed a written order with the Seller, the order will be irrevocable.

1.4. In the event that the Buyer has placed an order with a product nett value of under 250,00 Euros, 50,00 Euros administration charges shall be added to the invoice.

Written orders will include orders placed by fax, email or other electronic means.

Article 2: Delivery

2.1. Terms of delivery may not at any time be considered times of the essence, unless otherwise agreed in writing.

2.2. Without prejudice to the definition set out in the law and in case law in any case, "force majeure" will be defined as any circumstance beyond the Seller's control that temporarily or permanently prevents fulfilment of the agreement, such as war or war risk, riots, whole or partial mobilization, strikes, lack of raw materials, a delay in the supply of goods by suppliers, unforeseen circumstances within the company, transport difficulties, import and/or export restrictions, frost, fire, epidemics, acts of God and any other unforeseen impediments that make the manufacture or transport of the goods fully or partially impossible. The provisions laid down in this Article will also apply in the event that the circumstances referred to occur in respect of plants, suppliers or other traders from which or whom the Seller purchases goods or services.

2.3. In the event that the Seller is prevented from fulfilling the agreement due to the force majeure referred to above, the Seller will - at its discretion, and without any legal intervention being required - be entitled either to suspend performance until the circumstance which constitutes force majeure has ceased to exist, or to dissolve the agreement in whole or in part, without being obliged to pay damages.

2.4. Seller supplies ex-warehouse Netherlands.

2.5. If Buyer wants to speed up delivery, the Seller may charge additional transport charges, which have to be acknowledged and accepted by the Buyer in writing.

Article 3: Payment

3.1. Payment must be made within 30 days of the date of the invoice by bank transfer, unless otherwise agreed in writing.

3.2. Payment-related costs, such as fees charged by banks for remitting the amounts of invoices and the costs incurred in offering shipping documents, must be borne by the Buyer.

3.3. The Buyer may invoke a set-off only if its counter-claim is acknowledged by the Seller or if it can be easily established that such claim is founded.

Article 4: Late Payment

4.1. If payment is not made within the stipulated term, the Buyer will be in default by operation of law and the Seller will be entitled to charge interest at the statutory rate under Dutch law as applying to trade transactions.

4.2. The Buyer will further owe any reasonably necessary costs incurred in seeking out-of-court satisfaction. If collection is placed into the hands of an attorney at law, the costs owed by the Buyer will at least equal the then applicable suggestions and recommendations for a graduated collection rate for attorneys at law as fixed and published by the General Council of the Dutch Bar Association.

Article 5: Complaints

5.1. A "complaint" will be defined as any complaint of the Buyer with respect to the quality of the goods supplied. The Buyer is obliged to examine whether the goods supplied are in accordance with the agreement, or have such examined, promptly upon their receipt.

5.2. The Buyer cannot invoke the fact that the goods supplied are not in accordance with the agreement in the event that the Buyer has failed to undertake the said examination or to notify the Seller of any defects within the time periods stated hereafter.

5.3. The Seller must be notified, in writing and providing reasons, of visible defects within 14 days of receipt of the goods, and of hidden defects promptly upon their discovery by the Buyer, but within six months of delivery of the goods, at the latest.

5.4. Complaints must be submitted in writing, stating order details, as well as invoice and bill of lading numbers. Please request a return product authorization form.

5.5. If a complaint is founded, and if it was submitted properly and on time, the Seller will - at its discretion, and taking the Buyer's interests and the nature of the complaint into account - be obliged to: - deliver any missing part or parts; - give a price reduction; - repair the goods supplied; - replace the goods supplied; or - refund the purchase price in exchange for the goods supplied being returned.

The Seller shall state its choice within 14 days of having established that the complaint is founded and subsequently fulfills its obligations within a reasonable time period. If the Seller fails to state its choice within the said term, the Buyer may choose one of the alternatives listed above.

Article 6: Instructions, Regulations, Advice

6.1. The Seller may provide the Buyer with written instructions, standards and acceptance regulations for the storage, working or processing, use or application of the goods to be delivered or already delivered. To the extent that the Buyer resells the goods supplied, whether or not after working or processing such goods, it shall make the said instructions, standards and acceptance regulations, to the extent applicable, available to its buyers.