



GENERAL CONDITIONS OF SALE AND DELIVERY

The general terms and conditions of VK International, (Chamber of Commerce number: 13032018), hereinafter referred to as: "VK", having its place of business in (6005 PR) Weert at the Vliegerstraat 2. These general terms and conditions were filed with the Chamber of Commerce nr. 13032018.

Article 1. DEFINITIONS

1. VK: the party that on the basis of these terms and conditions manufacturers, sells and delivers products for the benefit of buyers.
2. Buyer: the natural or legal person to whom products are sold and delivered by VK and/or other services are performed by VK and/or with whom VK is carrying on negotiations about the conclusion of an agreement on the basis of these terms and conditions.
3. Agreement: each and every agreement that is concluded by and between VK and the buyer.
4. Products: the products and activities to be delivered by VK.

Article 2. APPLICABILITY

1. These general terms and conditions are applicable to any and all proposals, offers, orders, contracts, agreements, deliveries, products and activities of VK.
2. The applicability of the general (purchasing) terms and conditions used by the buyer, by any name whatsoever, is expressly excluded.
3. Deviations from, exceptions to and additions to these general terms and conditions only have binding effect if they are expressly accepted by VK in writing and are only applicable to the proposal and/or agreement in respect of which they were made.

Article 3. OFFERS AND PRICES

1. The offers issued by VK are entirely without obligation and must be qualified as one whole. Offers are valid during a period of 30 calendar days, unless stipulated otherwise in writing.
2. Unless indicated otherwise, any and all quotations are issued subject to price changes.
3. Proposals, packaging, images (product photos), drawings, models, calculations and samples are and remain the property of VK and cannot be disclosed to third parties without written consent of VK and can neither be made available for inspection nor be reproduced. Following a corresponding demand of VK, they must instantly be returned.
4. Unless indicated otherwise, our prices are:
 - a. quoted in euros (currency), potential exchange rate fluctuations shall be passed on;
 - b. exclusive of value added tax (VAT), import duties, other taxes, levies and duties;
 - c. based on the (purchase) prices, exchange rates, salaries, wage expenses, taxes, duties, levies, freight charges and all other costs applicable at the time of issue of the offer;
 - d. based on delivery ex warehouse, business or storage location of VK;
 - e. exclusive of the costs of packaging, loading and unloading, transport and insurance.
5. If its prices change then VK is entitled to immediately implement these price changes. In case of a price increase of more than 10%, the customer is entitled to cancel and/or terminate the agreement, provided that VK did not implement yet. The cancellation / termination must take place immediately, however in any case within 8 calendar days after the buyer has taken written note of the price change.
6. If the delivery can, due to special circumstances, only take place at increased prices then the said additional costs are at the expense of the buyer.

Article 4. CONCLUSION OF THE AGREEMENT

1. An agreement between VK and the buyer is concluded for every order and is, inter alia, determined by the products, activities and/or deliveries described in the offer, unless the nature of the agreement indicates otherwise, or in case if it does not expressly inform the buyer in writing on the 31st calendar day after the order has been received by the same that the order is not accepted or only on the basis of certain conditions or if the parties expressly stipulate otherwise in writing.
2. Commencement of actual implementation by VK can also result in an agreement between VK and the buyer. An agreement can be concluded in writing and by email.
3. The content of the order comprises everything that was stipulated by and between VK and the buyer and is, inter alia, determined by the products and/or deliveries described in the offer.
4. Inaccuracies or misstatements alleged by the buyer in the order confirmation of VK must be communicated in writing by the buyer within 8 calendar days after the date of the said confirmation. After this time limit the buyer is deemed to agree with the manner that the agreement concluded as established in writing and/or the order confirmation.
5. Arrangements or changes potentially agreed on later as well as arrangements and/or promises made on behalf of VK shall only have binding effect on VK if they were confirmed by VK in writing.
6. For activities and/or deliveries of products for which, due to their nature and scope, no offer and/or order confirmation is sent, the order confirmation can be deduced from the commencement of the activities and/or the receipt of the deliveries.
7. Upon or after conclusion of the agreement VK is entitled to, before performing (further), require security from the buyer that both payment obligations and other obligations shall be met.
8. VK is authorised not to accept an order and shall, as the occasion arises, inform the buyer accordingly.

Article 5. CHANGE OF THE AGREEMENT

1. If it becomes apparent during the implementation of the agreement that a proper implementation necessitates to change or supplement the activities to be performed and the products to be delivered then the parties shall adjust the agreement accordingly in joint consultation. These kinds of changes and/or adjustments shall only have binding effect if they were stipulated by and between the parties in writing.
2. When determining dimensions, VK assume the data made available and/or instructions given by the buyer. VK shall never be liable for the inaccuracies and/or errors that occur in the same whilst the buyer expressly indemnifies VK against potential claims that may on account therefore be filed against VK by third parties.
3. If the parties agree that the agreement is changed or supplemented the time of delivery may consequently be affected. VK shall inform the buyer accordingly as soon as possible.
4. If the change of or the addition to the agreement has financial and/or qualitative consequences then VK shall inform the buyer accordingly in advance.
5. If the buyer proposes a change of the agreement that boils down to a reduction of the activities and VK agrees with it in writing then the change shall be qualified as a new contract.

Article 6. IMPLEMENTATION OF THE AGREEMENT

1. VK shall implement the agreement with the necessary care. VK only warrants the realisation of the results that were clearly stipulated in writing.
2. VK is entitled to have the activities deriving from the agreement and the products to be delivered carried out by third parties, unless the parties stipulate otherwise in writing.
3. The buyer ensures that any and all data of which VK indicates that they are required or of which the buyer should reasonably understand that they are required for the implementation for the agreement are made available to VK in a timely fashion. If data required for the implementation of the agreement were not made available to VK in a timely fashion then VK is entitled to suspend the agreement and/or to charge the additional costs deriving from the delay to the buyer in accordance with the common rates.

Article 7. CANCELLATION

1. In case of cancellation of the agreement (order) due to causes attributable to the buyer, the buyer is held to compensate VK for any and all costs reasonably incurred by the same as also to compensate VK for any and all financial consequences on account of non-implementation of the agreement. The compensation amounts to at least 25% of the stipulated price, without prejudice to the right of VK to claim full compensation from the buyer.

Article 8. SUSPENSION AND TERMINATION OF THE AGREEMENT

1. VK is entitled to suspend the implementation of the agreement until further notice or to fully or partly rescind the agreement if one of the following situations occurs. The above does not require a notice of default or judicial intervention and VK is not held to provide any compensation or warranty in case:
 - a. the buyer does not comply with the obligations pursuant to the agreement(s) concluded with VK in a proper, timely and/or complete fashion;
 - b. there is reasonable doubt as to whether the buyer is able to comply with the obligations deriving from the agreement(s) with VK;
 - c. of bankruptcy of the buyer, suspension of payment, debt restructuring or discontinuation, liquidation or full or partial transfer of the buyers of the buyer.
2. If one of the aforementioned situations occurs then VK is entitled to require payment in advance and/or security from the buyer (without prejudice to the right of VK to claim full compensation for the damages that are the result of non-compliance by the buyer) or to suspend further implementation of any and all agreements pending between the buyer and VK, until payment in full has taken place.
3. Both in case of rescission and in case of suspension VK is entitled to require immediate payment for the already performed activities, delivered goods and incurred hours as also for damages, costs and interest, including a reasonable part of the lost profit, upon deduction of the already paid instalments.

Article 9. PAYMENT AND COSTS

1. For its billing VK applies a payment term of 30 days, unless expressly stipulated otherwise in writing.
2. VK may require a down payment or (partial) payment of the invoice by the buyer before VK proceeds with delivery of the products to the buyer.
3. Payment by the buyer takes place without any discount or settlement, by any name whatsoever, unless expressly stipulated otherwise in writing.
4. If the buyer fails to pay the invoice to VK in a timely fashion then the buyer is in default by operation of law and therefore without any demand, warning or notice of default from the part of VK being required. As the occasion arises the buyer is liable to pay the statutory commercial interest (pursuant to section 119a of Book 6 of the Dutch Civil Code) effective from the date of default in the course of which a part of a month is qualified as a month.
5. Payments effectuated by the buyer are first applied to the payable costs and interest and then to the outstanding invoices, even if the buyer specifies that the payment is related to a later invoice.
6. VK is entitled to compensation for any and all costs associated with the collection of its claim(s) from the buyer. VK is entitled to immediately outsource its claim regarding an unpaid invoice to a third party for collection. Any and all (extra-) judicial costs of the collection of the claim are expressly at the expense of the buyer in full. The extrajudicial costs are based on the Dutch Extrajudicial Collection Costs (Standards) Act and the thereto-pertaining decree.
7. The Buyer is not entitled to settle a potential counterclaim with the claim of VK. Any and all payments must therefore take place without any deduction or debt settlement. The buyer is not entitled to transfer the claim of VK to a third party.
8. VK is entitled to suspend deliveries on account of concluded agreements up to the moment that the buyer had complied with its obligations vis-à-vis VK.
9. VK can transfer its claim on account of the agreement to a third party, in which instance the third party shall be encumbered with the collection of the outstanding claim(s).

10. If the buyer does not pay the claim of VK (in a timely fashion) or not completely then the buyer agrees with the pledging of possessions to VK up to the level of the claim and any and all thereto-pertaining costs that immediately fall due to VK.
11. In case of liquidation, bankruptcy or suspension of payment of the buyer the claims of VK and the obligations of the buyer vis-à-vis VK shall immediately fall due.

Article 10. COMPLAINTS AND TIME LIMITS / DELIVERY

1. Unless stipulated otherwise, all deliveries take place at the address specified by the buyer in writing, unless stipulated otherwise in writing. For orders or deliveries that do not exceed a certain amount VK may charge an amount on account of handling costs and/or transport charges.
2. The buyer is held to check the delivered goods and/or the packaging immediately upon delivery on potential deficits or visible damages. VK is deemed to have complied with its obligations at the moment of delivery.
3. By signing for receipt for the delivery the buyer agrees with the completeness of the order (correct quantities) and that the products were received in a good condition (inter alia undamaged).
4. Potential deficits of or damages to the delivered goods and/or the packaging of the delivered goods, which were present upon delivery, must be mentioned (have been mentioned) by the buyer on the delivery note and/or the transport documents.
5. The delivered products can only be returned if a complaint is filed in accordance with this article on account of a defect of the delivered products and the complaint is deemed to be rightful by VK. The costs of return shipments are at the expense of the buyer, unless the parties stipulated otherwise in writing.
6. Complaints must always be submitted to VK in writing after prior consent within 8 calendar days after delivery of the products. Complaints submitted after the said time limit and claims submitted otherwise are expressly rejected by VK. After this time limit of 8 calendar days each and every right to complain expires.
7. The products in respect of which a complaint is submitted must be returned in the condition in which they were received by the buyer. The products must therefore be unchanged, undamaged and unopened if they are returned.
8. The submission of a complaint shall never release the buyer from its payment obligations vis-à-vis VK or does it entitle to suspend payment of the undisputed part of the claim.
9. If the buyer submitted a complaint in consideration of the above and the claim is rightful then VK is exclusively held to again deliver or repair the delivered products to which the complaint is related at its own expense.
10. Minor deviations in colour, dimensions, design or appearance can never give cause to the buyer rejecting approval or delivery, claiming compensation or cancelling, rescinding or annulling the agreement.
11. The buyer is held to lend its complete cooperation in the delivery of the products to be delivered by VK according to the agreement. The buyer shall also be in default without having been given notice of default if the buyer does not pick up the products to be delivered after the first demand or, if delivery at its address was stipulated, if the buyer refuses to take receipt of the products to be delivered.
12. If the buyer does not take receipt of the products within 8 calendar days or within a further stipulated time limit then the buyer is in default by operation of law and VK shall be entitled to, without a prior notice of default, suspend its obligations pursuant to the agreement and either to invoice the purchase products and claim payment or to rescind the agreement. In case of billing the products shall be stored at VK or at third parties at the risk and expense of the buyer. Any and all costs deriving from this are charged in addition to the purchase price. In case of rescission of the agreement, the buyer is liable to pay compensation to VK, which does in any case cover the incurred loss.
13. The buyer is subject to a purchase obligation if the products ordered by the buyer were manufactured or purchased specifically for the buyer. As the occasion arises, the buyer cannot cancel the order or refuse the delivery.
14. VK is entitled to deliver in parts, which can be invoiced separately.
15. The indicated delivery times are approximate and never fatal deadlines.

16. Overstepping of the delivery time does not compel VK to pay any compensation. The buyer can give VK written notice of default in case of repeated overstepping of the delivery time, stating a last (reasonable) period for delivery. After the expiry of the reasonable period the buyer is entitled to rescind the agreement in writing, unless the cause of the overstepping cannot be blamed on VK.

Article 11. TRANSPORT / RISK

1. The risk for any and all direct and indirect damages with regard to the products sold and/or to be delivered to the buyer transfers to the buyer at the moment of the loading of the said products for transport to the buyer or the location designated by the buyer, barring if and to the extent stipulated otherwise in writing. The risk of loading and unloading and the transport of the products is always vested in the buyer, unless stipulated otherwise in writing.
2. The manner of transport, shipment, packaging and the like is, if no further written instruction by the buyer was made available to VK, determined by VK without VK being in any way whatsoever liable for this. Potential specific wishes of the buyer regarding the transport / the shipment are only carried out if the buyer declared in writing to bear the additional costs of the same.
3. The transport of the products basically takes place at the expense of the buyer, even if the carrier claims that a clause is included on consignment notes, delivery addresses and the like that all transport damages are at the risk and expense of the sender, unless stipulated otherwise in writing.

Article 12. RESERVATION OF TITLE

1. Any and all products delivered by VK, and already in possession of the buyer, remain the property of VK up to the moment of payment in full of everything that the buyer is liable to pay to VK as well as everything that the buyer is liable to pay due to claims in connection with a failure to comply with the agreement(s), including interest and costs.
2. The buyer is held to keep the products that were delivered subject to reservation of title with the necessary diligence and, where possible, as recognisable property of VK. With regard to these products VK acquires a non-possessory pledge for which the buyer hereby already grants its irrevocable consent and the latter for the value of the then (still) outstanding claims.
3. The products can be resold or used by the buyer within the framework of its normal business operations, however cannot be pledged and can neither be used as security for a claim of third parties.
4. VK is always authorised to take back (have taken back) the delivered goods on the basis of the provisions set forth in this article from the buyer or its holders if the buyer does not comply with its obligations. The buyer shall lend cooperation in this.

Article 13. WARRANTIES

1. A warranty is only provided if and to the extent that this was expressly stipulated. For products purchased elsewhere by VK only the warranty provided to VK by the supplier / manufacturer applies.
2. Each and every warranty obligation expires if the buyer does not comply promptly with its obligations vis-à-vis VK or if the buyer does not use the delivered goods in accordance with the user / application instructions and manuals of VK and/or if the buyer personally performs or has performed repairs / changes / additions on the delivered goods or uses or maintains the delivered goods in a (other) injudicious manner.

Article 14. LIABILITY

1. VK shall not be liable for damages incurred by the buyer or third parties on any account whatsoever and that are in any way whatsoever related to the order issued or the product delivered by VK, unless there is question of intent or gross negligence.
2. VK shall never be liable for indirect damages in the broadest sense of the word, including in any case consequential damages, losses due to delays, damages in the form of lost profit and intangible damages, even in case of intent, intentional recklessness or gross negligence on the part of VK.
3. VK shall never be liable if the damages can be blamed on force majeure.
4. VK shall not be liable for compensation for any damages if at the moment the event that causes the damages occurs the buyer fails to comply with an obligation vis-à-vis VK. The provisions set forth in

the previous sentence are not applicable if there is question of intent or intentional recklessness on the part of VK in respect of the implementation of the agreement.

5. If VK initiates a so-called recall action for safety reasons then the buyer must follow the instructions of VK in a timely and diligent manner.
6. If VK is liable for damages then the liability of VK is expressly limited to the maximum amount that is paid out by the liability insurer per event or per annum. If the liability insurer does not proceed with payment then the liability of VK is expressly limited to an amount of at most € 2,500.00, in the course of which a series of related events is qualified as one event. The buyer is deemed to be insured adequately for the surplus.

Article 15. FORCE MAJEURE

1. For the purpose of these general terms and conditions force majeure is understood, apart from what is understood as such by law and case law, as any and all external causes, foreseen or unforeseen, that are beyond the control of VK, however, as a result of which VK is not able to comply with its obligations. Force majeure does in any case include, but is not limited to, industrial action, excessive sickness absenteeism of staff, transport difficulties, fire, natural disasters, official measures including in any case import and export prohibitions, contingencies and operational breakdowns at VK and/or its (sub-) suppliers as well as breach of contract by its (sub-) suppliers as a result of which VK cannot (no longer) comply with its obligations vis-à-vis the buyer.
2. VK is also entitled to rely on force majeure if the circumstance that hinders (further) compliance occurs after VK should have already complied with its obligation.
3. During the force majeure the obligations of VK are suspended. If the period during which compliance with the obligations by VK is not possible due to force majeure continues for more than two months then both parties are authorised to rescind the agreement without in that case being subject to an obligation to pay compensation.
4. If at the time of the occurrence of the force majeure VK has already partly complied with its obligations or can only partly comply with its obligations then it is entitled to invoice the already performed / delivered and/ or performable part separately and the buyer is held to pay this invoice as if there is question of a separate agreement.

Article 16. INDEMNIFICATION

1. The buyer indemnifies VK against any and all claims of third parties in the broadest sense of the word on account of damages incurred by the said third parties deriving from the application or the use of the result of the deliveries of VK by the buyer or by another party to whom the buyer made the said result available, unless there is question of intent or intentional recklessness on the part of VK.

Article 17. FORFEITURE OF RIGHTS

1. The buyer must forthwith, however at the latest within a period of 8 calendar days after the occurrence or the discovery, report potential damages to VK in writing. The buyer is held to make a reasonable effort in order to detect potential defects in the implementation of the agreement on the part of VK. Damages that were not reported by the buyer within the said time limit do not qualify for compensation.
2. The possibility to file a legal claim or to institute a dispute by the buyer vis-à-vis VK in relation to or further to an agreement expires and/or lapses after a period of 6 months after the buyer was and/or should have been informed of the relevant reason has expired or one year after despatch of the invoice by VK to the buyer.

Article 18. CONFIDENTIALITY

1. Potential data made available to VK by the buyer can freely be used by VK for the implementation of the agreement, unless stipulated otherwise in writing.
2. The buyer shall keep the existence, the nature and the content of the agreement concluded with VK or other business information of VK confidential and shall not disclose anything about the same without prior written consent of VK.
3. In case of a violation of the prohibitions as intended in this article the buyer forfeits an immediately claimable penalty, without demand or notice of default being required, to and for the benefit of VK of € 5,000.00 per violation, without prejudice to the right of VK to claim full compensation in lieu of the penalty.

Article 19. INTELLECTUAL PROPERTY RIGHTS

1. VK is the party entitled to any and all of its intellectual property rights in respect of its products, including at least the (brand) name, logo(s), visual material and designs.
2. In case of an infringement of the intellectual property rights of VK the said person is on demand of VK held to immediately discontinue the relevant use and it forfeits an immediately claimable penalty, without demand or notice of default being required, to and for the benefit of VK of at least € 5,000.00 per violation, without prejudice to the right of VK to claim full compensation in lieu of the penalty.

Article 20. CONVERSION

1. If a provision laid down in these terms and conditions and applicable to the buyer is declared to be void then this provision shall be replaced by a provision that approaches the scope in the best way possible without violating the law. The validity of the other provisions of these terms and conditions then remain in full force and effect.

Article 21. APPLICABLE LAW AND CHOICE OF FORUM

1. Any and all agreements to which these terms and conditions are applicable and the legal relationships deriving from the same are exclusively governed by Dutch law.
2. Any and all disputes deriving from or related to proposals, offers, orders, contracts, the applicable general terms and conditions, agreements, deliveries, products, activities of or with VK shall be settled by the District Court for Eastern Brabant, all in consideration of the competence of the Sub-District Court, unless VK decides otherwise.
3. The applicability of the Vienna Sales Convention is excluded.
4. For the interpretation of international commercial terms the "Incoterms", as drawn up by the International Chamber of Commerce in Paris (I.C.C.), are applicable.

Article 22. FINAL PROVISIONS

1. VK is authorised to make changes in these general terms and conditions. These changes take effect at the time announced by VK.
2. VK shall forthwith send the changed terms and conditions to the buyer.
3. The Dutch text of the general terms and conditions is always decisive for the interpretation of the same.