

GENERAL CONDITIONS OF SALE

1. Applicability

Unless explicitly agreed otherwise in writing, the present terms and conditions of sale shall be applicable to all present and future sales and purchase agreements between Bittner Mengservice Stiphout B.V. and buyer (as mentioned on the order confirmation) for goods as mentioned on any order confirmation. No provision whatsoever in the Buyer's documents (including its general terms and conditions) is applicable to the sales that have been/are to be concluded between Bittner Mengservice Stiphout B.V. and the buyer. In the event that explicit preference is given in writing to the terms and conditions of buyer or to any special agreement whatsoever, the following terms and conditions shall remain valid in a supplementary way.

2. Order

Orders are considered to be binding for the buyer. The buyer shall have no right to cancel orders without written permission of Bittner Mengservice Stiphout B.V. This permission shall depend upon the payment of all damages caused by the cancellation. Irrespective of the right for Bittner Mengservice Stiphout B.V. to demand execution, parties agree that a cancellation entails an indemnification of minimum 30% of the cancelled order for costs and loss of earnings, without Bittner Mengservice Stiphout B.V. having to prove and claim it suffered higher damages. All changes to an order have to be made in writing and within 5 working days after the initial order at the latest. In the event Bittner Mengservice Stiphout B.V. already started partial or full execution of the order, buyer cannot withhold the non-execution of the charges.

3. Prices – taxes

The transaction will be concluded at the prices mentioned on the order confirmation. Prices include neither V.A.T. nor any other costs whatsoever (transport, packaging, insurance, import and export taxes, and the like). These costs are to be paid by the buyer. Prices shall be subject to increases in the event that between the period of the order and the period of delivery, wages and other components that may have an influence on the price (e.g. fiscal tariffs, social security premiums, transport costs, raw material prices, energy costs, exchange rates, and the like) rise, except when the goods are delivered within 30 days after passing on the order.

4. Payments – Credit limits – Penalties

Invoices that have not been protested by means of a registered letter within eight working days after they have been sent, will be considered to have been fully accepted. All invoices shall be paid immediately into the bank account mentioned on the front of the invoice. In case of arrears or in the event of infringement of credit limits, Bittner Mengservice Stiphout B.V. reserves the right to postpone delivery until full settlement of all invoices and/or until the buyer's credit is back within its allowed limits.

Possible use of promissory notes, cheques or the permission to draw a bill of exchange by way of covering the agreed price shall never be deemed a novation of the original invoice nor will it void any right of retention, agreement or territorial competence. In the event that the buyer has already transferred the goods he bought from Bittner Mengservice Stiphout B.V. to third parties but has neglected to fulfil his obligations towards Bittner Mengservice, the buyer shall, at the first request of

Bittner Mengservice Stiphout B.V. transfer to Bittner Mengservice Stiphout B.V. the claim he has towards his buyer. Overdue payment of one invoice shall cause that all other invoices, for which a particular instalment term has been agreed on, will become immediately due, without previous formal notice of default.

Partial payments will firstly be deducted from interests, penalties and possible costs and only then from unpaid invoices. All invoices that have not been settled by the due date will ipso jure be liable to an interest for late payment of 1% per month, as from its due date, without written formal notice of default being necessary. Moreover Bittner Mengservice Stiphout B.V. will have the right to charge 10% on the full amount of the orders by way of compensation, with a minimum of 50 EUR per order. In the event that the buyer does not pay within the agreed term of payment, Bittner Mengservice Stiphout B.V. will be entitled to a reasonable compensation from the buyer for all relevant collection charges caused by the arrears, without prejudice to its right to compensation for legal costs.

5. Warranties

If Bittner Mengservice's trust in the solvability of the buyer is damaged because of indicative events, like judicial procedures against the buyer, Bittner Mengservice Stiphout B.V. retains the right to demand buyer for suitable warrants. If the buyer does not want to provide these warrants, Bittner Mengservice Stiphout B.V. reserves the right to annul the entire order or a part of it, even when some goods were already sent.

6. Retention of title

All the goods shall remain the property of Bittner Mengservice Stiphout B.V. until complete payment of all invoiced amounts, including interest, costs, penalties and any taxes.

The buyer shall assume the risks upon delivery. In the event of payment by cheque or any other commercial paper, payment shall only be realised on actual encashment.

The buyer shall do the necessary in order not to jeopardise this retention of ownership. The buyer expressly undertakes to put the goods at the disposal of Bittner Mengservice Stiphout B.V. and grant access to those places where the unpaid goods are located at the first request of Bittner Mengservice Stiphout B.V. Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of Bittner Mengservice Stiphout B.V. and Bittner Mengservice Stiphout B.V. shall have the full legal and beneficial ownership of the new products, but without accepting any liability whatsoever in respect of such converted goods in relation to any third party, and the buyer hereby indemnifies Bittner Mengservice Stiphout B.V. in relation thereto. Bittner Mengservice Stiphout B.V. expressly reserves the right to take back unpaid goods, upon first demand, at any place where it finds them, without any redress or objection of the buyer. Failure to appreciate this right shall constitute a breach of trust and give rise to legal action. The buyer is not entitled to re-sell unpaid goods. In case it does – in breach of these terms – sell the unpaid goods, the payment-obligation of the third buyer shall be automatically be transferred to Bittner Mengservice Stiphout B.V. Bittner Mengservice Stiphout B.V. shall therefore be entitled to claim payment from the third buyer, without prejudice to the payment-obligation of the buyer.

7. Place of delivery

Unless otherwise agreed upon, delivery takes place at the head office of Bittner Mengservice, always EX WORKS, even if delivery is handled by Bittner Mengservice Stiphout B.V. in which case Bittner Mengservice Stiphout B.V. only acts as mandatory of the buyer. Dispatch is done at the buyer's risk.

8. Terms of delivery

Mentioned term of delivery is indicative. Delays in delivery can in no case give cause to breach of contract, to a right of compensation or interests, unless explicitly agreed in writing by Bittner Mengservice Stiphout B.V.. In the event that the buyer's activities or those of a third-party deliverer directly or indirectly involved in the delivery of the goods will be influenced due to a case of force majeure (including strikes), Bittner Mengservice Stiphout B.V. cannot be held responsible for possible problems at the delivery. Unless explicitly agreed otherwise in writing, Bittner Mengservice Stiphout B.V. reserves the right to carry out partial deliveries.

In the event that buyer does not collect the goods within the set period of time or refuses to collect them, buyer is liable for the costs of custody for these goods.

9. Packaging

Except the particular agreements, ordered goods will be delivered in their original package. Bittner Mengservice Stiphout B.V. reserves the right to modify its products and packaging without prior notice. Ordered quantities may be modified in order to meet the standard packaging units.

10. Documentation and product specifications

At written request, buyer will receive a copy of the documentation relating to the ordered products. All specifications, recipes, formulations, know-how, marketing concepts and/or product concepts are private property of Bittner Mengservice Stiphout B.V. and may only be used by buyer in as far as necessary for the use of these products. Reproductions or use of this information for other purposes is forbidden. Failure to comply with this prohibition by the buyer shall give rise to a lump sum indemnity of 5.000,00 EUR per breach, without prejudice to the right of Bittner Mengservice Stiphout B.V. to prove and claim higher damages.

11. Product warranty

Bittner Mengservice's products are guaranteed against defects and failures due to manufacturing flaws. In consequence, this warranty does not cover any complaint whatsoever as to negligence or wrong use – product modifications – faulty care or maintenance or inadequate storage conditions. This warranty is strictly limited to replacement of parts that have been deemed defective by Bittner Mengservice Stiphout B.V. Products found defective will – after written agreement with Bittner Mengservice Stiphout B.V. – be collected free of charge by Bittner Mengservice Stiphout B.V. In order to be accepted, all complaints have to be done by registered mail addressed to Bittner Mengservice Stiphout B.V. within three months after delivery.

12. Complaints about goods and settlement with regard to taking back the goods

In order to be admissible, all complaints with regard to wrong deliveries, lacking, damaged or faulty goods will have to be made in writing to Bittner Mengservice Stiphout B.V. immediately upon

delivery (in the event of visible defects) and within eight days (in the event of hidden defects) after discovery of the hidden defect, mentioning all relevant data, amongst others: order and invoice number, description of the defect, description of the damages... in default of which Bittner Mengservice Stiphout B.V. may consider the complaint as inadmissible.

In any case, complaints will have to be made within a period of six months after the date of delivery , or any other term as mentioned on the order confirmation. A legal claim on the basis of hidden defects will moreover have to be submitted by the buyer within two months after discovery of such a defect – and this without prejudice to the above mentioned – in default of which the claim will be inadmissible. Every possible claim is limited to the selling price of the goods in dispute. The buyer will safeguard Bittner Mengservice Stiphout B.V. against claims from third parties, like buyer's clients. Goods may only be returned after written approval of Bittner Mengservice. Goods returned without written approval will not be credited. Complaints will give buyer in no case the right to postpone or defer payment of the price, not even partially, nor the right to cancel the full order or delivery.

13. Default of the client

To the extent the buyer does not observe any payment condition or other obligation whatsoever, Bittner Mengservice Stiphout B.V. will have the right to also suspend or to postpone its obligations relating to other running agreements between parties. After having sent a notice of default by registered mail without effect during 15 days. Bittner Mengservice Stiphout B.V. is moreover allowed to consider the agreement fully terminated or cancelled by the part that has not been executed yet, and this without prejudice to its right for a 30% indemnification of the amount of invoice by way of compensation for costs and loss of earnings, without Bittner Mengservice Stiphout B.V. having to prove the existence or the volume of the damage. Bittner Mengservice Stiphout B.V. reserves the right to claim the execution of agreement or to prove that the damages it suffered are larger.

14. Force majeure

The buyer bears the risk of force majeure. Moreover should the performance of this agreement be hindered or incommensurately be burdened due to force majeure, Bittner Mengservice's obligations will be suspended.

Force majeure includes amongst others: every occurrence which is reasonably beyond Bittner Mengservice's control, including but not limited to strikes, lock outs, delays or disruptions in transport, acts of war, riots, fire, orders, bye-laws or regulations from the government or administration, inability to obtain natural gas, other fuels or natural resources, supply difficulties, scarcity of (raw)materials or lack of products for manufacture, weather conditions that make the execution of the agreement temporarily difficult or impossible, mistakes or delays payable by Bittner Mengservice's suppliers, acts by third parties, one or more manufacturing mistakes in material from one of Bittner Mengservice's suppliers, etc., irrespective of whether these problems occur at Bittner Mengservice Stiphout B.V. or the supplier from whom Bittner Mengservice Stiphout B.V. obtains goods and without Bittner Mengservice Stiphout B.V. being obliged to prove the influence thereof.

15. Use of trade name and brand

Buyer is not authorized to use the trade name or any brand name of Bittner Mengservice Stiphout B.V.

16. Competent courts and governing law

All possible disputes that may arise between buyer and Bittner Mengservice Stiphout B.V. will be submitted exclusively to the Court of s' Hertogenbosch, The Netherlands. This agreement is subject to Dutch law, with exception of the preservation of property clause, which will be subject to the law of the country of the buyer.

17. Processing personal data

The Contractor processes personal details of the Client in the context of the execution of the agreement (s) provided by the Client. By signing the agreement (s) by the Client, there is a legal basis on the basis of the General Data Protection Regulation (hereinafter: 'AVG') for the processing of his personal data. The Contractor processes personal data in accordance with applicable laws and regulations, including the AVG and its Privacy Statement (see: www.bittnermengservice.nl).

18. Final clause

Should the court declare one of the above mentioned clauses ineffective, the other clauses will remain fully applicable.