

General Terms and Conditions of EVERNEW Trading BV, having its registered office in Tilburg and its place of business at the same location at the Burgemeester Jansenstraat 36, 5037 NC, as deposited at the Chamber of Commerce under number 2887.

Article I In general

These General Terms and Conditions exclusively apply to proposals made by and agreements entered into by EVERNEW Trading BV, hereinafter referred to as the user, regarding work activities to be carried out by the user as well as to all other legal relations between the user and its counterparties. Deviations there from will explicitly need to be agreed upon in writing. Reference by the counterparty to its own General Terms and Conditions will not bind the user. The applicability of terms and conditions possibly applied by the counterparty is hereby explicitly excluded.

These General Terms and Conditions will moreover also apply to all that which is, during the execution of the agreement and in addition to that which is previously agreed upon, carried out and/or delivered by the user.

An agreement concluded with the user will, in case of deviations from and/or invalidity of one or more provisions thereof or of these General Terms and Conditions, remain, with regard to the remainder, undiminished, in full force and effect.

Article II Delivery, risk and reservation of title

- 1 The delivery of the purchased goods will take place delivery free, unless otherwise agreed upon.

The user will remain the owner of all goods delivered to the counterparty as long as the counterparty did not or not completely comply with any claim the user has towards the latter with regard to

- a) counter performance indebted by the counterparty deriving from the relevant agreement or from a similar agreement or from an agreement regarding work activities carried out or to be carried for the benefit of the counterparty;
- b) default of the counterparty in the fulfilment of the relevant agreement or of a similar agreement.

In case of non-compliance by the counterparty of any obligation as intended by paragraph 2 the user will be entitled to take back the delivered goods, in respect of which it reserved the title, without any summation or notice of default, in which case the agreement in question will also be dissolved without judicial interference, without prejudice to the right of the user to claim compensation of damages.

As long as the reservation of title, as intended by paragraph 3, applies the counterparty will be prohibited to sell, lease, exchange or pawn, commission or pledge or remove (have removed) the same from the location where they are located other than within the framework of its normal operating activities.

- 5 The user will exclusively deliver goods to retailers.

The counterparty will inform any third party which intends to impose an attachment on goods in respect of which a reservation of title for the benefit of the user applies in writing (sending a copy of the same to the user) of the fact that the user is the rightful owner of those goods. Should it, at any moment in time, become clear that the counterparty is not complying with this obligation the same will forfeit a penalty payment of 10% of the, at that moment, unpaid part of the price, without prejudice to the right of the user

to claim compensation of damages.

Article III Payment

- 1 Payment will need to take place within 30 days following the delivery.
Payment on account within 8 days – 2% discount.
The price on the invoice is exclusive of VAT, unless explicitly mentioned otherwise.

In deviation from the provisions contained in paragraph 1, the user reserves the right to, at all times, request payment in advance.

- 3 In deviation from the provisions contained in paragraphs 1 and 2, in case goods are picked up payment will take place in cash, unless otherwise agreed upon.
- 4 The counterparty will not be entitled to settle its payment obligations with any obligation of the user.
- 5 The claim for payment of the purchase price will directly be claimable in the event:
 - the counterparty files for suspension of payment;
 - the counterparty is declared bankrupt;
 - receivership of the counterparty is requested;
 - an attachment is imposed on assets of the counterparty;
 - the counterparty (in case the same is a natural person) dies;
 - the counterparty (in case the same is a civil society, a general partnership, a limited partnership, a private or a public company with limited liability) is liquidated or dissolved;
 - the counterparty is, entirely or partially, in default with regard to the timely fulfilment of any payment obligation towards the user.

In those instances the user will be entitled to dissolve all agreements concluded by and between the parties.

- 6 In case of non-timely payment of an invoice by the counterparty the user will be entitled to, as of the moment the same becomes payable, charge a compensation on account of a loss of interest per month. The level of this interest percentage will equal 1 + the legal interest. This interest will be calculated over the total amount of the invoice increased by VAT. Moreover, a part of a month will be calculated as a full month. Furthermore, then, all extrajudicial collection costs incurred or to be incurred by the user will be borne by the counterparty. These will at least amount to 15% of the principal amount with a minimum of NLG 250.00.
- 7 The user will, in all instances, be authorised to involve a collection and/or factoring company to collect the non-paid outstanding amounts from the counterparty.

Article IV Complaints

- 1 Complaints with regard to any defect of or connected to delivered goods should, within 8 days following receipt, be filed with the user in writing, failing the same the counterparty is deemed to have accepted the delivered goods.

- 2 Complaints will not suspend the payment obligations of the counterparty.
- 3 Defects with regard to a part of the delivered goods will not entitle the counterparty to disapprove or reject the entire batch.
- 4 In the event a complaint is considered justified the user will be held to pay a financial compensation which will, in no instance whatsoever, exceed the value of the delivered goods exclusive of VAT or to replace the delivery. In both instances the goods, subject of the complaint, will need to be returned to the user as soon as possible. Every other form of compensation of damages is hereby excluded. As long as the counterparty did not return the delivered goods the same will be obliged to take due and proper care of the same failing which its rights on account of the complaint will expire.
- 5 Postal expenses invoked by the counterparty will not be compensated by the user, unless otherwise agreed upon in writing.

Article V Liability

- 1 The liability of the user in connection with or pertaining to the delivered goods is hereby explicitly limited to the purchase price of the goods mentioned in Article III paragraph 1.
- 2 The counterparty will fully be liable towards the user for damages to and loss of the delivered goods as long as these are located at the premises or in the buildings of the counterparty, such regardless of the cause. If the goods are located elsewhere the counterparty will also be liable.

Article VI Selection of domicile and disputes

- 1 With regard to the execution of the agreement concluded by and between the user and the counterparty both hereby declare to select their domicile at the location where the user holds its registered office.
- 2 All legal claims deriving from this agreement will, based on the absolute competence, be presented to the Court within whose jurisdiction the registered office of the user falls. The user will nonetheless be entitled to present the claims to the competent Court based on the residence or the location of the registered office of the counterparty.
- 3 The provisions contained in paragraph 2 will not apply in the event the Cantonal Court is competent.
- 4 The user and the counterparty hereby declare that Dutch law will exclusively apply to all their agreements and other legal relations which are (also) governed by these General Terms and Conditions.