

# Our Terms and Conditions of Sale (Ceetak EU B.V.)

## 1. DEFINITIONS AND EXPLANATION

1.1 In these conditions:

'Buyer' means the person who accepts a quotation for the sale of the Goods or whose order for the Goods is accepted by the Seller;

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller;

'Contract' means the contract for the purchase and sale of the Goods between the Buyer and the Seller;

'Goods' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

'Seller' means Ceetak EU B.V., a private company with limited liability registered in the Netherlands;

'Writing' includes, but is not limited to, e-mail and electronic transmission and comparable means of communication.

1.2. Any reference in these Conditions to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. APPLICABILITY

2.1 These Conditions apply to all legal relationships between Seller and a Buyer.

2.2 The applicability of the general terms and conditions of the Buyer is expressly rejected.[1]

2.3 If any provision of these Conditions and/or the Contract might have no binding effect, is found to be void, not legally valid, not enforceable, not executable or become non-binding, this shall not affect the other provisions of these Conditions and/or the Contract. Seller and Buyer shall agree on a replacement provision that in terms of content and scope most closely approximates the void, not legally valid, not enforceable, not executable or non-binding provision, given the intentions of Seller and Buyer at the time the Contract was made.

2.4 If Seller does not always require strict compliance with these Conditions, this does not mean that the provisions thereof are not applicable, or that Seller would lose the right in other cases to require strict compliance with the provisions of these Conditions.

## 3. OFFERS, TENDERS AND PRICES

3.1 All offers from the Seller are without obligation, even if the offer contains a period for acceptance and acceptance takes place within this period, unless expressly stated otherwise. All prices quoted in any offer are valid for 30 days after which time they may be altered by the Seller on giving notice to the Buyer.

3.2 A combined quotation will not oblige the Seller to perform a part of the Contract at a corresponding part of the price stated. The offers and tenders will not automatically apply to future Contracts.

3.3 If the acceptance derogates (whether or not on minor points) from the supply included in the offer, the Seller will not be bound thereby. In that case the Contract will not come into effect in accordance with this derogating acceptance, unless the Seller states otherwise.

3.4 Unless stated otherwise, the prices of the Seller are based on: the amount of the purchase prices, wages, labour costs, social security and government charges, freights, import and export duties, exchange rates, insurance premiums and further factors determining prices applicable during the offer or on the order date. In the event of an increase of one or more of the cost factors prior to the delivery, the Seller will be entitled to increase the order amount accordingly. All this will be with due regard to any existing statutory regulations related thereto.

3.5 All prices set out in price lists, official lists, offers, adverts, tenders and orders are in Euros, United States dollars or Pounds sterling, excluding VAT, transport costs and dispatch costs and other duties imposed by authorities. The Seller cannot be bound by its offers or tenders if the Buyer can reasonably understand that the offers and tenders, or a part thereof, contain an obvious mistake or clerical error.

3.6 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

#### **4. BASIS OF THE SALE**

4.1 The Seller shall sell and the Buyer shall purchase the goods in accordance with the written purchase order of the Buyer, which is accepted by the Seller, by the issue of a purchase acknowledgement. No Contract will arise between the Buyer and the Seller until such purchase acknowledgement is issued or when the Seller commences work on delivery of the Goods. It is a condition of this Contract and the supply of Goods that any Goods supplied by the Seller must not in any circumstances be used where their failure could endanger life.

4.2 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by a Director of the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

4.3. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by a Director of the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

4.4. Any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other document of information issued by the Seller shall be subject to correction without any liability on the part of the Seller. Any samples, drawings, descriptive matter or advertising issued by the Seller, and any descriptions or illustrations contained in the Seller's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

4.5. Recommendations on application design and material selection are based on available technical information and are offered as suggestions only. The Buyer should make their own tests to determine the suitability for their own particular application. The Seller offers no express or implied warranties concerning the form, fit or function of a product in any application.

4.6. All industrial or intellectual property rights of any nature whatsoever in the Goods remain vested in the Seller at all times.

#### **5. ORDERS AND SPECIFICATIONS**

5.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

5.2. The quantity and description of and any specification for the Goods shall be those set out in the Seller's purchase acknowledgement, unless otherwise agreed in Writing.

5.3. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, or utilising tooling, software or other goods or equipment supplied by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification or use of such tooling, software or other goods or equipment.

5.4. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

5.5. Save as set out in Clause 3 no order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full

against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages, charges and expenses incurred by the Seller as a result of cancellation.

## **6. TERMS OF PAYMENT**

6.1. The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

6.2. The Buyer shall pay the price of the Goods no later than 30 days after the date of the Seller's invoice, unless expressly agreed otherwise between Seller and Buyer. Receipts for payment will be issued only upon request. The Buyer shall not make any deductions, set-offs or counterclaims against the invoice price.

6.3. The payment term of 30 calendar days after the invoice date, or another agreed period, is to be regarded as a final deadline. In the event of late or incomplete payment, the Buyer will owe interest to Seller of 1% per month or part of a month, whereby part of a month will apply as a full month, calculated over the (remaining) invoice amount from the due date up to and including the day of payment in full.

6.4. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall also be entitled to:

6.4.1. cancel the contract or suspend any further deliveries to the Buyer;

6.4.2. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.5. Objections against the amount of the invoice will not suspend the payment obligation. If the Buyer is of the opinion that the invoice is incorrect, the Buyer must inform Seller of this in writing, stating reasons, within 14 calendar days after the invoice date concerned, at the risk of forfeiting the right to dispute the accuracy of the invoice.

6.6. All costs related to the collection, including the judicial and extrajudicial costs, will be at the expense of the Buyer. The extrajudicial costs are set out at an amount of at least 15% of the amounts due in the principal sum, with a minimum of € 375.

6.7. Each payment made by the Buyer will firstly serve to settle the interest owed and thereupon to settle the costs related to the collection, with the exception of the judicial costs. Only after payment of these amounts will any payment made by the Buyer be applied to deduct from the outstanding claims in the principal sum. Seller retains the right to refuse to deliver in the event of any doubt regarding the creditworthiness of the Buyer, or on the basis of other commercial reasons. Seller will always be entitled, also during the performance of the Contract, to suspend the fulfilment of its obligations until the Buyer, upon request from Seller, has provided security for the fulfilment of the payment obligation of the Buyer. In addition, Seller will be entitled to also require security from the Buyer for future deliveries.

## **7. DELIVERY**

7.1. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, of some other place for delivery as agreed by the Seller, by the Seller delivering the Goods to that place. Delivery is completed on the completion of unloading of the Goods at the delivery location.

7.2. Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer. 7.3. Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 2.5 per cent more or 2.5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed the quantity ordered and the Buyer shall not reject the delivery.

7.4. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. Each Contract to supply Goods is divisible and each delivery made hereunder shall be deemed to arise from a separate Contract and shall be payable in full in accordance with the terms of payment provided for herein without reference to and notwithstanding any defect or default in the delivery of any other Contract or instalment due under the same contract with the Buyer.

7.5. If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of ordering similar goods to replace those not delivered over the price of the Goods.

7.6. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's Default under these Conditions) then, without prejudice to any other right or remedy which the Seller may have, the Seller may;

7.6.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

7.6.2. sell the Goods at the best price readily obtainable (after deducting all reasonable storage and selling expenses) and account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7.7. If delivery is delayed by industrial dispute or any circumstances beyond the Seller's control then the periods for delivery shall be extended by such a period as is reasonable in the circumstances. Should any delay continue for a period exceeding six months then, unless the parties agree to the contrary, the contract shall be deemed to be terminated without any claim for compensation against the Seller.

7.8. If the Buyer orders customised Goods to their own specification and the Buyer fails to take delivery of those customised Goods for whatever reason otherwise than by reason of any cause beyond the Buyer's control or by reason of the Seller's default under these Conditions, then the full price of those Goods becomes payable by the Buyer.

7.9. The Seller will accept scheduled or call off orders based on delivery over a maximum period 12 months unless otherwise agreed in Writing.

## **8. ENGAGEMENT OF THIRD PARTIES**

8.1. The Seller will be entitled to engage third parties related to the performance of the Contract. If the Seller engages a third party during the performance of the Contract, the Seller will not be liable for any errors made by these third parties. If such a third party wishes to limit his or her liability, the Seller will be entitled to also accept this limitation of liability on behalf of the Buyer.

## **9. DEROGATIONS IN DELIVERED GOODS**

9.1. The derogations usual and/or reasonable in the sector will not give the Buyer any right to replacement, compensation of damage, or any other right.

## **10. RISK AND RETENTION OF TITLE**

10.1. Risk of damage to, loss of or decrease in value of the Goods shall pass to the Buyer.

10.1.1. in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

10.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Seller has tendered delivery of the Goods.

10.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the title to the Goods shall not pass to the Buyer until the Buyer has fulfilled all obligations vis-à-vis Seller to pay

the purchase price of the delivered or still to be delivered Goods, and the interest, costs and compensation related thereto.

10.3. Until such time as the title on the Goods passes to the Buyer, the Buyer shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. The Buyer shall not remove, deface or obscure any mark or packing on or relating to the Goods and the Buyer shall maintain the Goods in satisfactory condition.

10.4. The Buyer will be obliged to insure and keep insured the Goods delivered subject to retention of title, against fire, explosion damage and water damage as well as against theft and to give Seller access to the policy of this insurance upon first request. In the event of any payment from the insurance, the Seller will be entitled to this money. Insofar as necessary, the Buyer undertakes in advance to provide cooperation to everything that might appear to be necessary or recommendable in that context.

10.5. Until such time as the title in the Goods passes to the Buyer, the Buyer shall be, subject to the Seller informing the Buyer to the contrary, entitled to resell or use the Goods on the ordinary course of business as principal and not as the Seller's agent, but shall account the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. The Buyer shall have no authority to enter into any contract of sale on behalf of the Seller and any such contract shall accordingly be concluded in the name of the Buyer.

10.6. Until such time as the title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The Buyer will incur a financial penalty equal to 1.000 (one thousand) Euros (or an amount equivalent to that in United States dollars or Pounds sterling as the case may be) at once if the Buyer is in default of the aforementioned, increased by 500 (five hundred) Euros (or an amount equivalent to that in United States dollars or Pounds sterling as the case may be) for each day during which the Buyer remains in default. This financial penalty will not affect any other rights of the Seller. Following the taking back, the Buyer will be credited for the market value, which will under no circumstances be higher than the original invoice amount, minus the interest, costs and financial penalties incurred.

10.7. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

10.8. In addition to the retention of title referred to in clause 7.2., the Buyer undertakes, upon first request from the Seller to that effect, to reserve and, insofar as necessary, establish a non-possessory pledge on the Goods delivered by the Seller subject to retention of title, as security for all existing and future claims of the Seller on any basis whatsoever. If the Seller cannot rely on its retention of title because the delivered goods have been mixed, distorted or acceded, the Buyer will be obliged to pledge the newly constituted goods to the Seller upon first request from the Seller.

10.9. Save as otherwise stated therein, the provisions of this clause 7 shall survive the termination of any contract made pursuant to these conditions for whatever reason and in particular but without limitations by the Seller by the acceptance or repudiation of this Contract by the Buyer.

## **11. RIGHT OF COMPLAINT**

11.1. Complaints related to the delivered Goods, insofar as these complaints concern damage arisen during the transport, will only be accepted by the Seller for dealing with, if these have been brought to the attention of the Seller in writing within 3 calendar days after the delivery of the Goods. Other complaints will only be accepted for dealing with if these are reported to the Seller in writing within 14 calendar days after the delivery. After the expiry of this period the Buyer will be deemed to have found the delivered Goods to be in good order, unless the Buyer can prove a breach of the warranty described in Article 12.2.

11.2. If the Seller finds the complaint well-founded, the Seller will only be obliged to replace or repair the faulty Goods, without the Buyer being able to enforce any right of compensation whatsoever in addition.

11.3. Returning of the delivery, for any reason whatsoever, can only take place after prior permission in writing from the Seller and in accordance with the dispatch instructions of the Seller.

11.4. Goods delivered by the Seller regarding which a complaint has been made justifiably and with due regard to the provisions of this article, will only be taken back by the Seller if and insofar as the Goods are in the packaging and in the condition in which the Goods were delivered.

11.5. The Goods specifically produced for the Buyer on instructions cannot be returned.

11.6. A complaint will not suspend the payment obligation of the Buyer.

## **12. LIABILITY AND WARRANTY[1]**

12.1 The Price of Goods is based, in part, on the limits on the Seller's liability in these Conditions. In setting these limits the Seller has had regard to its insurance cover, copies of which are available on request. The Buyer should make its own insurance arrangements for risks falling outside the scope of this cover.

12.2 Subject to the conditions set out below, in relation to such of the Goods as are manufactured by the Seller the Seller warrants that they will correspond with their specification as set out in the order acknowledgement at the time of delivery and will be free from material defects in material and workmanship for a period of six months from the date of delivery to the Buyer, and in relation to such of the Goods that are not manufactured by the Seller, the Buyer shall be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller to the extent that the Seller is able to pass such warranty or guarantee on to the Buyer.

12.3 The above warranty and/or entitlement is the only warranty given by the Seller and is subject to the following conditions:

12.4. In the event of a breach of the warranty referred to in Article 12.2, the Seller will only be obliged to replace or repair the faulty Goods, without the Buyer being able to enforce any right of compensation whatsoever in addition.

12.5. Notwithstanding the provisions of Article 12.4, any liability of the Seller based on product liability (article 6:165 et seq. of the Dutch Civil Code) will be limited to the amount paid in the case concerned under the product liability insurance taken out by the Seller, plus the amount of the deductible which is not borne by the insurer under the policy conditions concerned.

12.6. If, for any reason whatsoever, the product liability insurance does not pay, or the liability is not based on product liability, the liability of the Seller will at all times be limited to the invoice amount of the goods that have caused the damage.

12.7. Neither the Seller, nor its directors or its employees will be liable for damage related to Goods and services delivered or to be delivered by it, regardless of the basis of the liability with due regard to the following. This will only be otherwise if the Buyer demonstrates that the damage is caused by intention or wilful recklessness on the part of the Seller or its managerial staff.

12.8. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer or where the Goods have been used in circumstances where their failure could directly endanger life in breach of clause 4.1;

12.9. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the goods without the Seller's approval.

12.10. the Seller shall be under no liability if the total price for the Goods has not been paid by the due date for payment.

12.11. Liability for indirect damage or loss, including consequential loss, loss due to delay and lost profits, is expressly excluded.

12.12. Any legal action for compensation of damage will be precluded by lapse of time after a period of one year and will be extinguished no later than three years after the day on which the Buyer became aware of the damage and the natural person or legal entity liable for this.

12.13. The Buyer indemnifies the Seller against possible claims by third parties who, related to the performance of the Contract, suffer damage and the cause of which is attributable to a party other than the Seller.

12.14. Notifications by or on behalf of the Seller concerning the quality, composition, treatment in the broadest sense, possibilities of application and features, etc. of the Goods will only be regarded as guarantees if they are made in writing and expressly in the form of a guarantee.

12.15. The Buyer will be obliged to strictly follow the instructions concerning the manner of storage and treatment of the delivered Goods. Any liability of the Seller will lapse if the Buyer does not fulfil this obligation or if the Buyer does not submit a complaint in a timely manner in conformity with the provisions of article 11.

12.16. For the application or processing of Goods the relevant manufacturer's instructions must be followed. The Buyer will be obliged to take measures in order to limit the damage arisen as much as possible. The liability of the Seller will lapse if the Buyer does not fulfil the aforesaid obligations.

### **13. FORCE MAJEURE**

13.1 The Seller will not be obliged to the fulfilment of any obligation if it is prevented from this as a result of a circumstance not attributable to its fault, and which it is not accountable for by law, a legal act, or according to generally accepted standards. In addition to the provisions of Section 75 Book 6 of the Dutch Civil Code (force majeure), a failure on the part of the Seller in the fulfilment of any obligation vis-à-vis the Buyer cannot be attributed to the Seller in the event of any circumstance beyond the control of the Seller as a result of which the fulfilment of obligations vis-à-vis the Buyer is wholly or partly prevented or as a result of which the Seller cannot reasonably be required to fulfil its obligations. There will be force majeure in the event of explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery (whether due to extreme price increases or not), outbreak of diseases, and power failure or breakdown in machinery.

13.2. If due to force majeure the Seller is unable to fulfil, or unable to fulfil in a timely manner, its obligations on the basis of the Contract, these obligations will be suspended for as long as the Seller cannot fulfil its obligations. If the situation referred to in the previous sentence has lasted for 30 calendar days, both parties will have the right to wholly or partly terminate the agreement in writing. In that case the Seller will not be obliged to compensation of any damage, even if the Seller enjoys any advantage as a result of the force majeure situation.

13.3. If, at the occurrence of the force majeure, the Seller has already partially fulfilled its obligations, or can only fulfil its obligations partially, it will be entitled to invoice for the already delivered or deliverable part separately, and the Buyer will be obliged to pay this invoice as if it concerned a separate Contract. However, this does not apply if the delivery already made does not have an independent value.

### **14. INDEMNITY**

14.1. If any Claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

14.1.1. the Seller is given full control of any proceedings or negotiations in connection with any such claim;

14.1.2. the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

14.1.3. except pursuant to an award by a court from which there is no appeal, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);

14.1.4. the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

14.1.5. the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and

14.1.6. without prejudice to any duty of the Buyer at law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the

Seller is liable to indemnify the Buyer under this clause.

## **15. RESCISSION AND SUSPENSION**

15.1. All claims of the Seller will be immediately due and payable in full if one or more of the following situations occur:

a. in the event that the Buyer does not, does not in a timely manner, or does not completely fulfil the Buyer's obligations;

b. in the event that the Seller has good grounds to fear that the Buyer will not fulfil the Buyer's obligations;

c. in the event of the Buyer's liquidation or (application for) bankruptcy or moratorium, when the Buyer has offered its creditors a (out-of-court) restructuring plan outside bankruptcy or moratorium, or if the Buyer, due to any cause whatsoever, loses or is likely to lose the power of disposal of the Buyer's assets or a part thereof;

d. in the event that, due to delay on the part of the Buyer, it can no longer be required of the Seller that it will perform the agreement subject to the originally agreed terms and conditions.

15.2. In the cases listed in clause 15.1, the Seller will have the right to dissolve or suspend the Contract with immediate effect, without prior notice of default or judicial intervention or obligation to compensate any damage and without prejudice to the Seller's other rights, including the right to compensation and without being liable for any payment (of compensation). If the Goods have been delivered but not paid for, the price shall become immediately payable regardless of any previous agreement to the contrary and the Buyer's right to resell the Goods set out in clause 10.5 above will be automatically revoked.

15.3. On rescission of the Contract, the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

15.4. rescission or cancellation of the Contract shall not affect any rights or remedies of the Seller that have accrued up to the date of rescission or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.5. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **16. EXPORT TERMS**

16.1. In this clause 16 'Incoterms' means the International Rules for the Interpretation to Trade Terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

16.2. Where the Goods are supplied for export from the Netherlands, the provisions of this clause 16 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.



16.3. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

16.4. Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered ex-works.

16.5. The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

#### **17. PERSONAL DATA**

17.1. The Seller processes personal data, as described in its privacy statement, which can be found at <https://ceetak.com/privacy-policy>.

#### **18. APPLICABLE LAW AND DISPUTES**

18.1. The law of the Netherlands applies to all disputes ensuing from a legal relationship, which these general terms and conditions apply to. All disputes that might arise between the Seller and a Buyer, for which no solution can be reached in mutual consultation, will be exclusively submitted to the Gelderland court, location Arnhem.

#### **19. GENERAL**

19.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. A notice is deemed to have been served as follows:-

19.1.1. if personally or by E-mail, at the time of delivery;

19.1.2. if posted, at the time of expiration of 48 hours or (in the case of airmail) 7 days after the envelope containing the notice is posted.

19.2. Unless specifically stated to the contrary no failure or delay by the Seller in exercising any of its rights under these Conditions shall be deemed to be a waiver of that right, and no waiver by the Seller of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.3. These Conditions, and the documents referred to in them, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Contract. Each of the parties acknowledges and agrees that in entering into this Contract, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in this Contract. The only remedy available to it for breach of any warranty shall be for breach of contract under the terms of these Conditions. Nothing in this sub-clause shall however, operate to limit or exclude any liability for fraud.

19.4. The Buyer shall not without the prior written consent of the Seller assign, transfer, charge, declare a trust over or deal in this Contract or its rights under it or part of it, or purport to do any of the same.

19.5 The Seller is authorised to unilaterally amend these general terms and conditions. These amendments shall be binding upon the Buyer after they have been made known to the Buyer and in any case one month after the effective date determined by the Seller.

**May 2023**