

GENERAL CONDITIONS OF THE PARTNERSHIP WITH LIMITED LIABILITY DUTCH WEIGHING COMPANY B.V., ESTABLISHED AND HOLDING OFFICE IN KAATSHEUVEL (THE NETHERLANDS), REGISTERED WITH THE TRADE REGISTER (THE NETHERLANDS) UNDER NUMBER 66842042

A. GENERAL

ARTICLE I APPLICABILITY AND DEFINITIONS

1. At all times the conditions in the Dutch Language are leading, this English translation must be seen as support.
2. These General Conditions apply to all our offers and all our agreements. They especially apply to all our purchases and to all our sales and deliveries of items, as well as to the development and/or making available of custom-made or standard programs in the broadest meaning of the word.
These Conditions also apply to all our services, including the consultations and information provided by us.
3. In the General Conditions the following words are understood to mean as follows:
 - the other party: the natural or legal person who receives offers from Dutch Weighing Company B.V. or enters into agreements with Dutch Weighing Company B.V. in accordance with Article 1;
 - direct damage: material damage as well as death or physical injury of the deceased/wounded person to him or her self (or his or her heirs);
 - indirect damage: all damage not covered by the definition of direct damage, such as lost turnover or lost profit.
4. We strive for providing the other party with these General Conditions before or during the conclusion of our agreements. The General Conditions can be downloaded free of charge from www.dutchweighingcompany.com. If however the transfer of the Conditions has not taken place or is in all fairness not possible, the other party may request inspection thereof at Dutch Weighing Company B.V. or approach the Chamber of Commerce (The Netherlands) at which these Conditions have been registered. At the first request of the other party the General Conditions shall be sent to him free of charge.
5. Should one or more provisions of these Conditions turn out to be invalid and/or become void, the legal force of the other provisions is unimpeded.
6. The address provided by the other party before or during the conclusion of the agreement may be used as such by Dutch Weighing Company B.V. for making statements and/or announcements to the other party, until the other party has informed Dutch Weighing Company B.V. in writing on its new address.

ARTICLE II GENERAL CONDITIONS OF THE OTHER PARTY AND DEVIATING AGREEMENTS

1. The General Conditions for delivery, payment or purchase of the other party do not apply to our offers, nor to agreements entered into with Dutch Weighing Company B.V.
2. Agreements between Dutch Weighing Company B.V. and the other party that deviate from our General Conditions only apply as agreed upon if we have confirmed these agreements in writing.

B. SALES CONDITIONS

ARTICLE III OFFERS, AGREEMENTS AND PRICES

1. All offers are always without obligations. If an offer is accepted by the other party, we have the right to recall the offer within five business days after receipt of the acceptance notification.
2. Data and attachments provided by Dutch Weighing Company B.V. with the offer are informative and only provide a general idea.
3. If the other party has been shown or given a sample or model during the offer, this is only done as a means of indication, without the items having to comply with it.
4. We reserve all intellectual and industrial property rights on the soft- and firmware, designs, models, diagrams, drawings, schemes and other documentation as provided together with the offer. All these items remain our property and may not be copied partially or in full, be shown or handed over to third-parties, or be used in any other way when dealing with third-parties, without our explicit written approval. If and when necessary the other party will cooperate in establishing the rights concerned for the benefit of Dutch Weighing Company B.V.
5. If our offer does not result in an agreement with the other party, all items and other documentation as intended in the previous Section will be returned by the other party post-paid to Dutch Weighing Company B.V.

6. The prices as applicable on the day of delivery shall be charged. If after the offer or establishment of the agreement one or more factors concerning the cost price on which our prices are based undergo a change because of whichever circumstance, we are authorised to increase the offered and/or agreed prices accordingly, without this giving the other party the right to partially or fully annul the agreement.
7. The indicated prices apply off-warehouse and excluding packaging, unless stated otherwise in the offer.
8. All prices are always exclusive of VAT, unless stated otherwise in the offer.
9. All orders or assignments as noted down by representatives, intermediaries or employees will only become binding to Dutch Weighing Company B.V. after they have been confirmed by us in writing.
10. Article 6:227b Section 1 BW (Dutch Civil Code) does not apply to agreements entered into Dutch Weighing Company B.V. with the other party, unless it concerns an agreement between Dutch Weighing Company B.V. and a consumer.

ARTICLE IV DELIVERY TIME, DELIVERY AND RISK

1. The indicated delivery times are an indication and will never be regarded as a deadline, unless explicitly agreed upon otherwise in writing.
2. Except for malicious intent or deliberate recklessness by the management or by managing subordinates of Dutch Weighing Company B.V. the other party cannot claim damages and/or annulment of the agreement if the delivery time is exceeded but remains within a period of 30 days.
If the delivery time is exceeded by more than 30 days, the other party has to give proof of default to Dutch Weighing Company B.V. in writing. In this proof of default the other party has to give Dutch Weighing Company B.V. a reasonable term of compliance.
3. The delivery time starts on the day on which the other party has received a written confirmation of the establishment of the agreement from Dutch Weighing Company B.V., but not earlier than after the other party has complied with all possible details in connection with the execution of the agreement which first have to be established by the other party.
4. We are authorised to deliver in parts.
Orders or parts thereof which cannot be delivered immediately will be noted down for future delivery; the other party is informed of this in writing by Dutch Weighing Company B.V.
5. The risk of damage, perishing and/or loss of the items to be delivered is transferred to the other party as soon as these items have left our store, even if post-paid delivery was agreed upon.
6. If the other party does not, not timely, or not completely purchase the items ordered and/or bought from Dutch Weighing Company B.V., we are authorised to store these items at the expense and risk of the other party, as well as to demand payment for this as if the delivery did in fact take place.

ARTICLE V FORCE MAJEURE

1. Dutch Weighing Company B.V. cannot be made responsible for a shortcoming in the compliance with the agreement by Dutch Weighing Company B.V. if, among other things, the reasons of this shortcoming cannot be attributed to our fault or are outside of our scope. Reasons as intended in the previous sentence are, among other things: war, threat of war, civil war, riots, molestation, fire, water damage, flooding, labour strike, sit-in strike, exclusion, import or export restrictions, government measures, machine defects, disturbances in the supply of gas, water or electricity, as well as the stagnation and/or interruption of deliveries by third-parties of whom we have to obtain raw materials, materials or parts for the execution of the agreement.
2. In case of a non-accountable shortcoming in the compliance with the agreement by the other party, we are authorised to fully or partially annul the agreement.

ARTICLE VI EXCLUSION AND LIMITATION OF LIABILITY

1. For all direct damage of the other party caused by a shortcoming in the compliance with the agreement that can be attributed to Dutch Weighing Company B.V., the liability of Dutch Weighing Company B.V. is limited to the price agreed upon, except for malicious intent or deliberate recklessness by the management or managing subordinates.
2. We are not liable for any indirect damage, except for malicious intent or deliberate recklessness by the management or managing subordinates.

3. We accept no liability for damage as a result of or through the fault of third-parties which we make use of on our own initiative or by appointment by or instructions of the other party for the execution of the agreement.
4. We accept no liability for damage that arises during the execution of the agreement as a result of items used that have been made available by Dutch Weighing Company B.V. itself, by third-parties or by the other party, and which turn out to be inappropriate for the execution of the agreement.
5. All items, such as raw materials, materials and semi-manufactures that are made available by the other party for the execution of the agreement, will not be insured by Dutch Weighing Company B.V. The other party is obliged to insure these items itself and to keep them insured for the duration during which they resort under Dutch Weighing Company B.V.
6. The items as mentioned in Section 5 remain at the risk of the other party. The other party is liable towards Dutch Weighing Company B.V. for all damage as a result of (the use of) these items.

ARTICLE VII GUARANTEE

1. Without prejudice to what is stated in Article VIII (Complaints) and unless not indicated otherwise in the offer, only the factory or wholesale guarantees apply to sold and delivered items as formulated by these suppliers.
2. For all items for which no specific guarantee as mentioned in Section 1 exists, the other party should file a claim with Dutch Weighing Company B.V. on the basis of Article VIII.
3. Without prejudice to what is stated in Article VIII (Complaints) a guarantee of 3 months, to be calculated as from the day of delivery, applies to items sold and delivered by us for which no factory and/or importer's and/or wholesale guarantee as described in Section 1 applies. As a result of this guarantee we are only compelled to the replacement of the delivered items or to the settlement of the net invoice value, and such at our own discretion. Items that have to be replaced as a result of this guarantee should be returned to us post-paid.
4. The travelling hours in connection with this guarantee (including travelling and accommodation expenses), transportation and storage costs, will always be at the expense of the other party.
5. The guarantee does not apply if:
 - a. and as long as the other party is in default;
 - b. the items have been exposed to abnormal circumstances, or have been handled carelessly or incompetently;
 - c. the items have been stored longer than usual and it is therefore plausible that quality loss has occurred;
 - d. we have not been given the opportunity within 10 days after the discovery of the defect to check this;
 - e. the term as mentioned in Section 3 has expired.
6. We do not vouch for and do not guarantee and shall never be considered to have guaranteed that the items purchased by the other party from us are suited for the objective for which the other party wishes to process, handle or use them or have them used.
7. Dutch Weighing Company B.V. reserves the right to temporarily interrupt the availability of the product during maintenance. All risks and costs within this framework are at the expense of the other party.

ARTICLE VIII COMPLAINTS

1. The other party has the explicit obligation to immediately inspect upon delivery whether the delivered items comply with the agreement, and if this is not possible at the latest within 8 days after the delivery of the items.
2. The other party should immediately, but at the latest within 8 days upon delivery, inform Dutch Weighing Company B.V. in writing of possible shortcomings on our parts, in the absence whereof the other party can no longer assert its rights against Dutch Weighing Company B.V. that the delivered items do not comply with the agreement.
3. Items that do not comply with the agreement should be returned post-paid to Dutch Weighing Company B.V. within 14 days after delivery, stating the packer's number and/or the invoice number; in the absence of this statement the administration costs we will have to make will be at the expense of the other party.
4. Only items that are returned undamaged and in the original (factory) packaging, not provided with data originating from the other party, such as advertising, trademark name, trademark, prices, or other notes, can be considered for crediting. Crediting only takes place by means of a credit note. The value of the returned items is only calculated after receipt by the other party of the credit note and only to the amount of the credit note.

ARTICLE IX PAYMENT CONDITIONS

1. Payment of the items delivered by Dutch Weighing Company B.V. shall take place within 30 days after the invoice date, unless agreed otherwise in writing. The payment will take place within the Netherlands, in one of the following ways: either in cash at the office of our company, or to a bank or giro account in our name at (a branch of) a bank established within the Netherlands.
2. The other party cannot claim payment towards Dutch Weighing Company B.V.
3. After the term as mentioned in Section 1 has expired, the invoice sum is immediately claimable. In that case the other party is legally in default without proof of default being necessary.
4. After the term as mentioned in Section 1 has expired, we are authorised to charge 1.5% interest per month on the unpaid amount as from the day on which the other party is in default until the day of the complete settlement.
5. Payments made by the other party should always comply with all due costs, subsequently with the interest and subsequently with the claimable invoices that are due longest, even if the other party claims that the settlement applies to a later invoice.
6. If the other party is in default with the timely settlement of its payment obligations, as described in Section 1, the other party is liable for the payment of all extrajudicial costs, legal costs and costs for legal consultation made by Dutch Weighing Company B.V. These costs also include other and/or higher costs than the legal costs that can be estimated by virtue of the Law. In case of a petition for bankruptcy of the other party by Dutch Weighing Company B.V., the other party shall, apart from the aforementioned costs, also be held liable for the costs of the petition for bankruptcy.
7. Without prejudice to what is stated in Section 3, the other party is legally in default in case of a (petition for) bankruptcy, (petition for) suspension of payment, discontinuation or liquidation of the company of the other party, or the other party being under legal constraint, without proof of default being necessary. The previous sentence applies accordingly if the other party does not, not properly or not timely comply with its obligations by virtue of the agreements entered into with Dutch Weighing Company B.V.
8. In the situations as intended in the previous Section we have the right at our own discretion and without legal intervention either to postpone the execution of the agreement, or to annul the agreement partially or in full by means of a written statement, without prejudice to our right to claim full damage compensation.

ARTICLE X PROVIDING A SECURITY

1. If we have valid reasons to fear that the other party will not comply with its obligations resulting from the agreement, we are authorised before or during the execution of the agreement to postpone the compliance with our obligations until the other party has provided a security at the request and to the satisfaction of Dutch Weighing Company B.V. for the compliance with all its obligations resulting from the agreement. This provision also applies if credit was agreed upon or we delivered on credit.
2. After the term for giving a security as set by Dutch Weighing Company B.V. has expired, the other party is legally in default and we can annul the agreement without legal intervention by means of a written statement, without prejudice to our right for full compensation.

ARTICLE XI OWNERSHIP RESTRICTION

1. The items delivered by Dutch Weighing Company B.V. remain our property until the other party has complied with all following obligations resulting from agreements entered into with Dutch Weighing Company B.V.:
 - the reciprocation(s) with regard to the items delivered or to be delivered;
 - the reciprocation(s) with regard to services supplied or to be supplied by Dutch Weighing Company B.V. by virtue of the agreement;
 - possible claims resulting from non-compliance by the other party of (an) agreement(s) entered into with Dutch Weighing Company B.V. All intellectual and industrial ownership rights remain the property of Dutch Weighing Company B.V. at all times.
2. Items delivered by Dutch Weighing Company B.V. that become, by virtue of Section 1, under the ownership restriction may only be resold within the framework of normal business conduct. The other party is not authorised to pawn the delivered items or to assert any other right to them.

3. For items that, in compliance with what is stated in Section 1, have been transferred to the ownership of the other party and that are still with the other party, we herewith already reserve the right to claim the pawn rights as intended in Article 3:237 BW (Dutch Civil Code) for additional security of claims which we could or will have in any which way towards the other party. This restriction of pawn rights also applies with regard to items delivered by Dutch Weighing Company B.V. that have been processed or handled by the other party, because of which our ownership restriction would become void.
4. If the other party does not comply with its obligations or if a reasonable doubt exists that it will not comply with its restrictions, we are authorized to remove (or have removed) the delivered items from the other party or from third-parties to which the ownership restriction as intended in Section 1 applies. For this purpose the other party is obliged to give its full cooperation, under penalty of an immediately claimable fine of 10% per day of the complete sum due to Dutch Weighing Company B.V.
5. If third-parties want to establish or assert any right on the items delivered under ownership restriction, the other party is obliged to immediately inform Dutch Weighing Company B.V. on this in writing.
6. The other party commits itself:
 - to insure and keep insured the items delivered under ownership restriction against fire and water damage as well as against theft, and to provide Dutch Weighing Company B.V. with the policy of this insurance;
 - to pawn all claims of the other party to insurers with regard to items delivered under ownership restriction to Dutch Weighing Company B.V. at our first request as intended in Article 3:329 BW (Dutch Civil Code);
 - to pawn the claims that other party obtains against its purchasers when re-selling items delivered by Dutch Weighing Company B.V. under ownership restriction at our first request to Dutch Weighing Company B.V. as intended in Article 3:329 BW (Dutch Civil Code);
 - to regard the items delivered under ownership restriction as our property.

ARTICLE XII LIEN RETENTION

1. We are authorised to retain the items and other goods that we obtained or will obtain from the other party until all items belonging to Dutch Weighing Company B.V. in accordance with the agreement entered into by the other party have been fully settled.
2. The risk of the items and other goods subject to this lien retention remains with the other party.

ARTICLE XIII LIMITATION

Rights in personam of the other party are limited to a maximum of one year after they have come into being.

ARTICLE XIV CONSUMER TRANSACTIONS

If the other party is a natural person who does not act in his professional capacity or does not represent a company, the provisions of these conditions do not apply in as far as they resort under Article 6:236 BW (Dutch Civil Code).

ARTICLE XV DISPUTES AND APPLICABLE LAW

1. On all our offers and agreements Dutch Law applies.
2. With regard to disputes that might arise between Dutch Weighing Company B.V. and the other party, the district court in 's-Hertogenbosch, the Netherlands, is exclusively authorised to be informed, with the exception of disputes of which the cantonal judge is firstly authorised to be informed.

ARTICLE XVI CONFIDENTIALITY

1. The other party commits itself to keep all background information of Dutch Weighing Company B.V. that it will obtain from Dutch Weighing Company B.V. for the benefit of and within the framework of an agreement with Dutch Weighing Company B.V. completely confidential, as well as foreground information developed and/or to be developed within the framework of an agreement with Dutch Weighing Company B.V., during the agreement as well as for a period of five years after the agreement, and to not use this information for any other purpose than for the execution of the respective agreement, with the exception of background and/or foreground information that:
 - was already public at the moment of the receipt of it or has become so afterwards because of actions of the other party or Dutch Weighing Company B.V.,
 - has to be made public on the basis of legal obligations,
 - has been obtained from authorised third-parties without confidentiality.
2. The other party vouches that its own managers, employees and third-parties involved and/or to be involved by the other party will fully obey the confidentiality as mentioned in Section 1 during the same period of time.
3. Background is understood to mean: all information, data, know-how, knowledge, modus operandi and techniques that were known to the other party prior to the agreement. Foreground is understood to mean: all information, data, know-how, knowledge, modus operandi, techniques and expertise that are the result of the items and/or activities delivered within the framework of the agreement.

C. PURCHASE CONDITIONS

ARTICLE XVII APPLICABILITY

The provisions in paragraph C apply apart from the other provisions of these General Conditions. In as far as possible the provisions in paragraph A and B are equally applicable. In case of infringement the provisions of paragraph C prevail over those of paragraph A and B.

ARTICLE XVIII OFFERS AND AGREEMENTS

1. Unless explicitly stated otherwise in the offer, an offer of the other party is not binding for the other party.
2. The prices indicated are inclusive of VAT and are post-paid, including transportation, packaging and/or packing, unless stated otherwise in the offer.
3. The agreement between Dutch Weighing Company B.V. and the other party is regarded as entered into and is fully proven by our order confirmation. If and in as far as our order confirmation deviates from the offer to the other party, the latter has to let its objections be known within 8 days after the date of the order confirmation, in default whereof the agreement is entered into.

ARTICLE XIX DELIVERY TIME AND DELIVERY

1. The delivery times as indicated are binding for the other party, unless explicitly agreed otherwise. The delivery time starts on the day on which an order confirmation of Dutch Weighing Company B.V. was received by the other party.
2. The other party will deliver the items on the place indicated in the agreement. If such a place was not agreed upon, the delivery will take place at our warehouse.
3. The delivery takes place post-paid on the location as determined in Section 2.
4. The risk of damage, perishing and/or loss of the items to be delivered will only transfer to Dutch Weighing Company B.V. after the items have been delivered on the location as determined in Section 2. Therefore the items are transported at the expense and risk of the other party.

ARTICLE XX OWNERSHIP TRANSFER

The ownership of the delivered items is transferred to Dutch Weighing Company B.V. directly after they have been delivered in accordance with what is determined in the previous Article in Section 2.

ARTICLE XXI PAYMENT AND SETTLEMENT

1. The invoices to be sent by the other party to Dutch Weighing Company B.V. have to comply with the legally defined requirements, such as for example established in or by virtue of the Wet op de Omzetbelasting (Dutch Law on Sales Tax) 1968. Invoices that do not comply with these requirements will be returned and will not be paid.
2. The other party is not permitted to increase the invoice with a so-called credit limitation surcharge.
3. Unless explicitly agreed otherwise, the items delivered by the other party are paid at the latest 30 days after receipt of the invoice by Dutch Weighing Company B.V. After the expiration of this term the other party should notify Dutch Weighing Company B.V. of proof of default per registered mail. In this letter the other party should offer Dutch Weighing Company B.V. a reasonable term for settlement.
4. We are authorised to settle the amounts due by us or amounts claimable from us on the basis of the agreement with amounts due or claimable from the other party for any reason.

ARTICLE XXII CHANGES OF THE GENERAL CONDITIONS

At all times Dutch Weighing Company B.V. has the right to change these General Conditions. The changes go into effect 14 days after the date of the message with which Dutch Weighing Company B.V. has notified the other party of the changes of the Conditions. The changed Conditions will apply to all agreements entered into thereafter between Dutch Weighing Company B.V. and the other party. Unless agreed otherwise in writing, the new Conditions will also apply to current agreements, unless the other party has notified Dutch Weighing Company B.V. in writing within 14 days after the commencement of the changed Conditions as indicated above that the other party wishes to annul the respective agreement.