1. General

1.1. These are the general terms and conditions applied by Swanenberg Uiter Groen BV, established and having offices in Schuyt, the Netherlands at Zeelandweg 3 (Chamber of Commerce 's-Hertogenbosch, file number 16047796), as well as the companies affiliated with it: Handelsonderneming H. Swanenberg BV (Chamber of Commerce 's-Hertogenbosch, file number 16849097), Swanshop BV (Chamber of Commerce 's-Hertogenbosch, file number 16047225), Swanenburg Buizen BV (Chamber of Commerce 's-Hertogenbosch, file number 16001609), Stal Swanenberg bv (Chamber of Commerce 's-Hertogenbosch, file number 16047226) hereinafter referred to, or not as such, as Swanenberg.

2. Goods, orders and assignments

2.1. General knowledge of the following is applicable to all agreements, tenders, offers, deliveries, invoices and the further lawful relationships between Swanenberg and its customers, suppliers and third parties it grants permission to do so. The other party shall be bound to an agreement once Swanenberg shall have made it known in any manner the other party wishes to accept the agreement that shall have been concluded. Where Swanenberg does not make any indication of refusal within ten (10) days after receipt of the offer, the latter shall be considered to have been accepted.

2.2. All agreements are concluded with Swanenberg as the notifying party. Invoices are final and conclusive. All invoices issued shall be deemed to have been served and properly and lawfully and should they have been sent or delivered to the address mentioned at the invoice. Where the customer does not wish to receive his/her invoices by mail, this shall have to be indicated to Swanenberg at the aforementioned and prescribed manner.

3. Insolvent customers

3.1. Invoices, tenders, orders and assignments shall be subject to and governed by the law of the Netherlands. All disputes which might arise and which parties are unable to resolve among themselves shall be submitted to the District Court of 's-Hertogenbosch, the Netherlands. Swanenberg remains entitled to sue the other party in the jurisdiction with competence under the law or applicable international treaty.

A. SALES MADE BY SWANENBERG

1. The Customer taking goods from Swanenberg shall retain the right to inspect or have the goods inspected which it shall have in its possession. Goods in possession of the Customer shall at all times be for the risk and for the account of the customer and Swanenberg gives not guarantee whatsoever in connection with quality, scale, weight or suitability of the goods. Swanenberg shall never accept responsibility for components and/or parts and/or materials and/or designs and/or instructions which have been provided by the Customer, the insurance company or by any third party.

2. Goods sold by Swanenberg shall be delivered within the time period agreed for delivery. If delivery can solely be made within forty eight (48) hours with a written confirmation being sent within eight (8) days under cover of a description of the nature and scale of the complaint.

3. If a complaint is found groundless by Swanenberg, the Customer shall have to make the indicated payment for the goods referred to in the complaint. If the complaint is found to be groundless, Swanenberg shall be entitled to claim compensation for damages from the Customer, even if the goods or goods supplied have been delivered as a result of the Customer's requirement. Swanenberg shall be entitled to claim compensation for damages from the Customer, even if the goods or goods supplied have been delivered as a result of the Customer's requirement. The costs connected therewith shall be for the account of the Customer. After processing the materials or goods supplied, the Customer shall not be entitled to invoke the fact that the material used/goods used are functionally speaking unsuitable for the Customer. The costs connected therewith shall also include the suitability of the material, the component, the un-processed as well as the processed goods in question may be deemed to have met the demands imposed thereupon.

4. 1. The Customer shall be informed that any agreements, tenders and offers in whole or in part concern processing goods to be delivered, the following terms and conditions shall also be applicable. The agreements, tenders and offers shall also be governed by the provisions of section 11, as is determined by the context, as Swanenberg.

1.5. The Customer shall retain the right to cancel any assignments granted in whole or in part to withdraw any assignment granted for as long as the supplier in question or the party to which the assignment shall have been granted shall not have delivered the goods ordered or rendered the services for which the assignment shall have been granted in whole or in part.

1.6. Should the Customer wish to rewrite, change or amend the previously mentioned assignment or claims which might be made by any third parties arising from this, alongside this, any and all circumstances each and every form of liability on the part of Swanenberg is at any and all times no more than limited to the liability determined in these terms and conditions. The insurance company actually effects payment and then only up to the amount for which cover shall have been provided, while the Customer shall be liable for the difference in case of any unfulfilled claim. Swanenberg shall not be required to make any claim for damage, including consequential damage, exceeding the maximum amount for which Swanenberg shall have submitted an invoice in the case in question.

B. PURCHASING ON THE PART OF SWANENBERG

1. The Customer shall be entitled to require pre- payment for and of the goods it is to delivery. All goods delivered by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage.

2. Insurance

2.1. Swanenberg shall insure the goods it has sold so as it shall deem necessary against risks connected with, inter alia, risk connected with the transport of the goods. The information referred to in section 14.2 shall be for the information of Swanenberg.

3. Payment

3.1. All payments received shall first be accounted for by being booked against outstanding invoices for interest and costs and hence also have paid all invoices in full concerning deliveries of goods made previously, even if claims shall have been made for a reason.

3.2. All payments received shall be deemed to have been made once they shall have been received into an account set by Swanenberg or against any payment obligation or receivable due to or from Swanenberg aside from when advance permission to do so shall have been granted for this in writing by Swanenberg.

3.3. The Customer shall not be entitled to set off payments or offsets or sit-by-payment obligations in respect of Swanenberg with or against any payment obligation or receivable due to or from Swanenberg aside from when advance permission to do so shall have been granted for this in writing by Swanenberg.

3.4. Should late payment be made, the Customer shall be due to pay lawful interest on the sum paid too late amounting to 1.5% per month. The Customer shall have the right to claim compensation for damage sustained by Swanenberg for the delay in payment.

3.5. Any damage which might be sustained by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage. The damage resulting from loss of profits shall in that case be set at 20% of the purchases price.

4. Liability

4.1. All agreements referred to in the foregoing, Swanenberg shall never be liable in respect of the Customer or any third parties for any damage which in kind or caused by or connected with goods supplied by Swanenberg. The Customer shall remain fully liable towards Swanenberg and towards Swanenberg’s customers and/or suppliers and any third parties which might have been instructed by Swanenberg to do so. The damage resulting from loss of profits shall in that case be set at 20% of the purchases price.

4.2. Swanenberg shall always be entitled to require pre- payment for and of the goods it is to delivery. All goods delivered by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage.

4.3. All damages which might be sustained by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage.

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5. General terms and conditions

5.1. All general terms and conditions are applicable to all agreements, tenders, offers, deliveries, invoices and the further lawful relationships between Swanenberg and its customers, suppliers and third parties it grants permission to do so.

5.2. The Customer shall be entitled to require pre- payment for and of the goods it is to delivery. All goods delivered by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage. The damage resulting from loss of profits shall in that case be set at 20% of the purchases price.

6. Liability

6.1. All agreements referred to in the foregoing, Swanenberg shall never be liable in respect of the Customer or any third parties for any damage which in kind or caused by or connected with goods supplied by Swanenberg. The Customer shall remain fully liable towards Swanenberg and towards Swanenberg’s customers and/or suppliers and any third parties which might have been instructed by Swanenberg to do so. The damage resulting from loss of profits shall in that case be set at 20% of the purchases price.

6.2. Swanenberg shall always be entitled to require pre- payment for and of the goods it is to delivery. All goods delivered by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage. The damage resulting from loss of profits shall in that case be set at 20% of the purchases price.

6.3. All damages which might be sustained by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage.

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6.5. All damages which might be sustained by Swanenberg, even if the Customer shall require performance of the agreement it shall never have the right to receive any compensation for any damage it sustains, directly or indirectly or for any consequential damage.