

General Sales and Delivery Conditions ATS All Tape Supplies B.V.

- | | |
|------------------------------------|----------------------------------|
| 1. General | 7. Force majeure |
| 2. Offers, orders and agreement | 8. Warranty |
| 3. Drawings, statements, documents | 9. Liability and indemnification |
| 4. Price | 10. Payment and security |
| 5. Delivery period and delivery | 11. Rescission |
| 6. Risk and transfer of title | 12. Disputes and applicable law |

- 1. General** 1.1 These conditions apply to all offers by and all orders to ATS All Tape Supplies (hereafter: "ATS") for the sale and delivery by ATS of products (hereafter: "goods"), and to all agreements with ATS with respect thereto.
1.2 The applicability of conditions of the other party or customer (hereafter: customer) of ATS is hereby expressly excluded.
1.3 Provisions that deviate from these conditions can be invoked by the customer only if and to the extent that these provisions are accepted by ATS in writing.
1.4 The Incoterms 2000 are applicable and are considered to form part of these general conditions. In case of inconsistency between these general conditions and the Incoterms 2000, these general conditions do prevail.
- 2. Offers, orders and agreement** 2.1 All quotations and/or offers are valid 30 days from the date of quoting and/or offering.
2.2 Orders and acceptances of offers by the customer are irrevocable.
2.3 Order confirmation of ATS is automatically confirmed 24 hours after the written confirmation has been sent to the customer. Customer is bound ATS when it does not give a sign of disagreement within these 24 hours.
2.4 In all cases in which ATS offers private labeling to the customer, it is only bound when it has accepted an offer in writing or has begun implementation. ATS is moreover only bound as was accepted in writing. Verbal commitments or agreements by or with its personnel do not bind ATS except and insofar as ATS confirms these in writing.
2.5 These conditions apply to changes to the agreement as they do to separate agreements.
2.6 Minimum order value amounts to EUR 500,- or the equivalent amount in applicable currency. For orders less than EUR 500,- a surcharge of EUR 30,- is due or the equivalent amount in applicable currency.
- 3. Drawings, statements, documents, technical data sheets**
3.1 Pictures, diagrams, technical data sheets, statements of weights and of measures and similar disclosed data are only binding if and insofar as that has been expressly agreed in writing.
3.2 Documents and data originating from ATS may not be passed along or disclosed to third parties, except with the express permission of ATS.
3.3 ATS is not liable for infringements on proprietary rights of the customer or third parties as a result of the use of drawings, models, instructions etcetera supplied by the customer.
- 4. Price** 4.1 Prices set by or agreed to with ATS are net, therefore exclusive of V.A.T., among other things, and are valid only for the delivery ex factory or warehouse of either unpacked goods, or bulk packaging unless specified otherwise and agreed upon in a written agreement.
4.2 Prices may be altered based on changes of currency exchange rates and other events such as a cost price increase having an impact on the purchase price between the date of quotation and or offer and acknowledgement of the customer's order.
- 5. Delivery period and delivery** 5.1 ATS, at its own discretion, has the right to estimate the date of delivery based on normal practice. The delivery period starts after the conclusion of the agreement, and after ATS has received all items, documents and data to be provided by the customer, and after any agreed upon advance payment has been received by ATS, or any agreed upon security for payment has been put at its disposal.
5.2 Goods to be delivered by ATS are deemed to be delivered as soon as they have left the factory or warehouse of ATS or third parties brought in by it for transport to or for the benefit of the customer.
5.3 Failure to deliver within the delivery period does not entitle the customer to additional or substitute damages, nor to non-fulfillment by it of any of its own obligations arising from the agreement. The customer is, however, entitled to rescind the agreement by a written declaration, if and insofar as after the above-mentioned failure to deliver, ATS still fails to deliver the agreed upon goods within a reasonable period as agreed to with the customer in writing.
5.4 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure. They will also be extended by the time that the customer is later in the fulfillment of any obligation than is agreed to or could reasonably be expected by ATS.
5.5 If ATS has agreed to a penalty for late delivery, then ATS is only obliged to pay this penalty if this late delivery was due to its own negligence and the customer supplies evidence of an actual loss suffered as a result of such late delivery. The penalty due is never higher than the amount of the loss actually suffered.
5.6 ATS has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.
- 6. Risk and transfer of title** 6.1 Goods to be delivered by ATS are at the risk of the customer from the moment the goods are deemed to be delivered as referred to in article 5.2.
6.2 Loading, dispatch or transport, unloading and insurance of the goods to be delivered takes place at the risk of the customer, even if these are handled by ATS.
6.3 The industrial and intellectual property rights to or associated with the goods delivered or to documents, products and/or services in connection with the delivered goods remain with ATS or third parties entitled thereto, and are never transferred to the customer.
- 7. Force majeure** 7.1 ATS is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, delay in the provision to ATS of parts, goods or services ordered from third parties other than by circumstances to be imputed to ATS, accidents and interruptions of business operations.
7.2 In the case of force majeure on the part of ATS, its obligations are suspended. If the force majeure lasts longer than three months, ATS and the customer are both authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provision of article 11
- 8. Warranty** 8.1 With respect to noticeable defects, the customer must submit a claim no later than at the inspection or test, or, if such an inspection or test has not been agreed to, in writing within 14 days after delivery, failing which any claim on ATS will lapse.
8.2 Claims with respect to other defects must be made in writing within 14 days after their appearance, on penalty of loss of any claim on ATS.
8.3 After a claim has been submitted to ATS, the customer shall administer the goods with proper care until ATS agrees in writing which of the remedies mentioned in article 8.1 it shall choose.
8.4 Any right to a guarantee lapses if:
8.4a the directions given by ATS for storage, placement, testing, installation, assembly, monitoring, maintenance, and/or use are not followed exactly;
8.4b the delivered goods are used improperly or other than in conformity with the agreed to or usual purpose;
8.4c the customer or third parties not brought in by ATS has/have performed operations on the goods delivered by ATS without ATS' permission;
8.4d the customer has not fulfilled any of its obligations toward ATS arising from the underlying agreement, or has not fulfilled them adequately or on time.
8.5 For goods or parts of goods which ATS procures from third parties, the guarantee obligations of ATS toward the customer are never greater or of longer duration than the guarantee obligations of those third parties toward ATS. ATS will be discharged with respect thereto when it transfers its claim on the third party to the customer.
8.6 The customer shall enable ATS, at its requests, to carry out its obligation and it shall inform ATS immediately in case of a guarantee activities that can possibly enable ATS to reduce involved costs.
- 9. Liability and indemnification** 9.1 ATS' liability in connection with any defects in goods it delivers is limited to the fulfillment of the guarantee described in the previous article.

9.2 ATS is never obliged to pay substitute or additional damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of ATS or its own employees. ATS' liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of intention on the part of ATS itself.

9.3 In all cases in which ATS is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the good delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of ATS', the amount that is actually paid out by the insurer with respect thereto.

9.4 In all cases in which ATS owes a fine, its obligation to pay damages is limited to payment of the amount of the fine, without prejudice to the provision of article 5.5.

9.5 Conditions which limit, exclude or determine liability, which ATS is subject to by ATS' suppliers or subcontractors in connection with the delivered goods, can be imposed on the customer by ATS.

9.6 ATS' employees, or independent contractors brought in by ATS for the implementation of the agreement, can, toward the customer, invoke all means of defense afforded by the agreement as if they themselves were party to that agreement.

9.7 The customer will hold harmless and indemnify ATS, its employees and independent contractors brought in by it for the implementation of the agreement for each claim by third parties in connection with the implementation by ATS of the agreement, insofar as those claims are greater than or different from those to which the customer is entitled from ATS.

9.8 The customer shall adhere strictly to national or international government restrictions placed on export, import and application with respect to the goods to be delivered. It shall compensate ATS with respect to damage that arises for ATS due to failure to adhere to these restrictions.

10. Payment and security 10.1 Payment must take place within 30 days after the date of delivery unless otherwise specified and agreed upon in writing. Payments must be made to the bank account designated by ATS. ATS has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.

10.2 The customer relinquishes any right to set off amounts charged by and between parties. Any payments made by the customer shall be applied to settle the oldest outstanding debt first. Guarantee claims do not suspend the payment obligations of the customer.

10.3 If the customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the customer is in default on any payment, all ATS' remaining claims on the customer are due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, he owes to ATS the statutory interest per month or part of a month during which the default continues.

10.4 All costs of ATS in connection with collecting of any monies due by the customer are for the account of the customer.

11. Rescission 11.1 If the customer does not fulfill one or more of its obligations, does not fulfill them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, ATS has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.

11.2 The customer is authorized to rescind only in the cases referred to in articles 5.3 and 7.2 of these conditions, and then only after payment to ATS of all amounts owed to ATS at that time, whether or not due.

11.3 If the agreement terminates pursuant to article 11.1 before the agreed goods are finished or delivered, ATS is entitled to the full agreed price for those goods, decreased by the savings arising directly from the termination. If the agreement ends pursuant to article 11.2, ATS is entitled to a part of the agreed price in proportion to the ratio in which the scope of the activities already performed stands in relation to the agreed goods and the activities required therefore, decreased by the savings arising directly from the termination. Costs already incurred or investments already made at the time of the termination of the agreement must always be completely reimbursed by the customer.

12. Disputes and applicable law 12.1 All disputes existing between with respect to the delivered goods or the interpretation of these general conditions shall be heard exclusively by the competent court which is located closest to the ATS-company offering, quoting, delivering or selling the goods, unless ATS prefers another competent forum.

12.2 The agreement is subject to the law of the country of origin of the supplying ATS-company.

12.3 If any provision of these general conditions is held to be invalid or unenforceable, then such provision shall be given no effect and shall be deemed not to be included in these general conditions but without invalidating any of the remaining provisions of these general conditions.

ATS All Tape Supplies B.V.

Emma Goldmanweg 10,

5032 MN Tilburg – The Netherlands

Tel : +31 (0)13 30308 00

Fax: +31 (0)13 30308 01

VAT No. NL850394983B01

KVK No. 52324362 (Noord Brabant)

sales@alltape.eu - www.alltape.eu