

General Terms and Conditions of Sale:

C.F. Kunststoffen B.V.
Doorbraakweg 45
7783 DC Gramsbergen
The Netherlands

Chamber of Commerce No.: 05040934

Artikel 1: Applicability, definitions

1. These Terms and Conditions apply to any offer and to any agreement of sale and purchase and all assignment agreements to develop and manufacture items, of C.F. Kunststoffen B.V., established in Gramsbergen, hereinafter to be referred to as "C.F. Kunststoffen".
2. The buyer or the principal respectively shall be referred to as "the Other Party".
3. "In writing" for the purposes of these General Terms and Conditions shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
4. "Assignment" for the purposes of these General Terms and Conditions shall mean: an assignment instructed by the Other Party or agreed between parties for the development or production of (custommade) items.
5. "Items" for the purposes of these General Terms and Conditions shall mean: both plastic profiles to be supplied by C.F. Kunststoffen from stock, and plastic profiles produced to order, unless it is explicitly stipulated that this provision only relates to the latter items.
6. "Materials" for the purposes of these General Terms and Conditions shall mean: the materials, components, moulds, forms, semi-finished products, raw materials etc. to be used by C.F. Kunststoffen in the execution of the assignment and/or provided or to be provided for this by the Other Party
7. "Documents" for the purposes of these General Terms and Conditions shall mean: the advice, calculations, drawings, reports, designs, etc. to be produced or provided by C.F. Kunststoffen and/or to be provided by the Other Party. These documents, including digital files, can be recorded both in writing and on other data carriers, such as on CD ROMs, DVDs, USB sticks, etc.
8. "Information" for the purposes of these General Terms and Conditions shall mean: the documents as well as the other (oral) information that is (to be) provided by C.F. Kunststoffen and/or the Other Party.
9. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
10. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
11. These General Terms and Conditions shall also apply to repeat orders or partial orders and follow-up or partial assignments flowing from the agreement.
12. A lasting business relationship shall exist if C.F. Kunststoffen has already handed these General Terms and Conditions several times to the Other Party. If this is the case, C.F. Kunststoffen shall not be obliged to produce these General Terms and Conditions in order for them to apply to each new agreement.

Artikel 2: Offers, proposals, prices

1. Each offer and each proposal by C.F. Kunststoffen is in force during the term referred to in the offer or proposal. An offer or proposal without a validity term is without engagement. C.F. Kunststoffen is entitled to withdraw an offer or a proposal if this offer or proposal is without engagement, within 2 working days after receipt of the acceptance at the latest.
2. The prices stated in offers, proposals or price lists are exclusive of BTW (Dutch VAT) and possible costs, such as transport costs, administrative costs, handling fees and expense claims of third parties engaged.
3. A composite offer or proposal does not oblige C.F. Kunststoffen to deliver part of the offered performance against a corresponding part of the price.
4. If the offer or proposal is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, C.F. Kunststoffen shall have the right to adjust the prices and/or delivery terms stated.
5. The offer, the proposal and the prices do not automatically apply to repeat orders or follow-up assignments.
6. C.F. Kunststoffen will carry out the agreed assignment for the production of custom-made work for a fixed fee.
7. C.F. Kunststoffen has the right to increase this fixed fee if it should be found during the execution of the assignment that parties have not correctly estimated the agreed or expected amount of work, without it being attributable to C.F. Kunststoffen, and it cannot reasonably be expected to perform the work for the agreed fee.
8. In the case of urgent assignments or if execution of the agreement must be accelerated at the Other Party's request, C.F. Kunststoffen has the right to charge the resultant overtime and other costs to the Other Party or to levy a surcharge on the agreed fixed fee or price.
9. Samples, models and examples that are displayed and/or provided and specifications of colours, dimensions, weights and other descriptions in brochures, promotional material and/or on C.F. Kunststoffen's website shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.
10. The samples, models and examples provided shall remain the property of C.F. Kunststoffen and must be returned to C.F. Kunststoffen on demand at the expense of the Other Party.
11. C.F. Kunststoffen has the right to charge the costs relating to a proposal to the Other Party, provided that it has notified the Other Party of those costs beforehand in writing.
12. If the Other Party does not accept an offer or a proposal, it must return all documents provided with this offer or this proposal to C.F. Kunststoffen at C.F. Kunststoffen's first request.
13. If (cost) price increasing circumstances occur at the expense of C.F. Kunststoffen between the date of concluding the agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations or price changes of the required materials, C.F. Kunststoffen shall have the right to increase the agreed prices and rates and charge these to the Other Party.

Artikel 3: Establishing agreements

1. The agreement is established after the Other Party has accepted the offer of C.F. Kunststoffen, also if this acceptance deviates on secondary issues from this offer. However, when the acceptance of the Other Party shall deviate in essential aspects, the agreement shall only be concluded if C.F. Kunststoffen has explicitly agreed with these deviations in writing.
2. C.F. Kunststoffen shall only be bound to:
 - a. an assignment or an order without prior offer thereto;

- b. oral agreements;
- c. additions to or changes of the General Terms and Conditions or agreement; after written confirmation to the Other Party or as soon as C.F. Kunststoffen - without objection of the Other Party - has started the performance of the assignment, order or arrangements.

Artikel 4: Engaging third parties

If required for the proper execution of the agreement according to C.F. Kunststoffen, it shall have the right to have specific deliveries and work carried out by third parties.

Artikel 5: Obligations of the Other Party

1. The Other Party must ensure that:
 - a. it makes all information required for the execution of the agreement available to C.F. Kunststoffen in time and in the manner required by C.F. Kunststoffen;
 - b. any information carriers, files, etc. possibly provided by the Other Party are free from viruses and defects;
 - c. it shall make all materials which parties have agreed will be supplied by the Other Party available to C.F. Kunststoffen in time and in good condition.
2. The Other Party shall ensure that the provided information is correct and complete and it shall indemnify C.F. Kunststoffen against any claims from third parties arising from the incorrectness and/or incompleteness of this information.
3. If the Other Party fails to fulfil the above obligations in full or on time, C.F. Kunststoffen shall have the right to suspend the execution of the agreement until the time that the Other Party has fulfilled its obligations. The costs related to the delay incurred or lost working hours, the costs to carry out additional work or any other consequences arising from this shall be at the expense and risk of the Other Party.
4. If the Other Party fails to comply with its obligations and C.F. Kunststoffen fails to require performance by the Other Party, it shall not affect C.F. Kunststoffen's right to require performance at a later date.

Artikel 6: Confidential information

1. Parties undertake to maintain confidentiality about all information that they have obtained in the context of concluding and executing the agreement from or about the Other Party and which this Party has indicated to be confidential information or of which they know or can reasonably know that the information must be treated in confidence. Parties shall only provide this information to third parties insofar as this is necessary for the performance of the agreement.
2. Each party shall take all reasonable precautions to keep the confidential information secret and guarantees that its employees or other persons under its responsibility who are involved in the execution of the agreement shall also maintain their obligation to observe secrecy.
3. The duty of secrecy shall not apply if one of the Parties is obliged to disclose the confidential information due to legislation or a court order and cannot rely on a legal non-disclosure right or privilege granted by a court. This exception also applies to employees and other persons referred to in the previous paragraph.
4. C.F. Kunststoffen is at all times permitted to publish about the agreed work and deliveries, provided that the privacy of the Other Party remains safeguarded or the Other Party has given permission to C.F. Kunststoffen for this purpose

5. C.F. Kunststoffen is at all times permitted to reuse any methods, procedures, etc. already used or developed during the execution of the agreement.

Artikel 7: Mould

1. The Other Party is obliged to pay the part of the manufacturing costs agreed between the parties to C.F. Kunststoffen as an advance at the same time as giving an assignment for the manufacture of a mould. Only then will C.F. Kunststoffen commence manufacture of the mould. Similarly C.F. Kunststoffen will only start changes, improvements or repairs to the mould when the costs due for this have been paid. If no price has been expressly agreed for this work, the Other Party will pay an advance to be determined by C.F. Kunststoffen at the first request. The remaining manufacturing costs must be paid upon completion of this work.
2. C.F. Kunststoffen will only put the item to be manufactured into production at the moment when the mould is finished and the test series or the test sample provided by C.F. Kunststoffen has been approved and released for production by the Other Party and it has notified C.F. Kunststoffen of this in writing. The test series/test sample thus released will serve as a reference for the parties with regard to quality control and for claims by the Other Party against C.F. Kunststoffen relating to complaints, guarantee, liability etc. No costs are charged for the production of a test series/test sample using a mould supplied by C.F. Kunststoffen.
3. C.F. Kunststoffen is only obliged to deliver the manufactured items when the Other Party has paid the full manufacturing costs of the mould.
4. The mould manufactured by C.F. Kunststoffen remains under C.F. Kunststoffen's control on the basis of proprietorship, even after the Other Party has paid the full manufacturing costs and regardless of whether the mould is (still) being used for production or has been paid by the Other Party. C.F. Kunststoffen will not use the mould manufactured for the Other Party for the benefit of third parties other than with the Other Party's prior written permission.
5. Contrary to the provisions of the preceding paragraph, C.F. Kunststoffen is obliged to release the mould with any associated drawings, tools etc. to the Other Party at the first request to that end from the Other Party if:
 - a. C.F. Kunststoffen repeatedly fails to meet the agreed delivery times and is consequently in breach of contract;
 - b. C.F. Kunststoffen has repeatedly supplied items of an inferior quality and is consequently in breach of contract;
 - c. C.F. Kunststoffen is declared bankrupt.These situations result in the end of the proprietorship.
6. In cases where the Other Party supplies the mould to C.F. Kunststoffen, the costs of producing a test series/test sample will be charged to the principal.
7. In cases where the Other Party supplies the mould to C.F. Kunststoffen, this will be returned at the Other Party's expense and risk at the Other Party's request once all C.F. Kunststoffen's claims on any grounds have been paid.
8. C.F. Kunststoffen is not liable for loss of or damage to the mould except in the event of intent or conscious recklessness. In such cases the mould will be repaired or replaced at C.F. Kunststoffen's choice. C.F. Kunststoffen has no other obligation to pay compensation including in the event of fire, theft, destruction, loss etc.
9. The Other Party will arrange proper insurance for the mould against any form of damage for the period that C.F. Kunststoffen has the mould in its possession.
10. If C.F. Kunststoffen has indicated on the offer or the order confirmation how many impacts the mould can take or for how many items the mould is suitable, the mould will be deemed not to be suitable for

further production after that quantity. If C.F. Kunststoffen has not specified this number of impacts or items, C.F. Kunststoffen will inform the Other Party as soon as it is found that a mould is no longer suitable for reliable production.

11. If the mould can still be deemed technically suitable after the number of impacts or the production of items for which it is deemed to be suitable, C.F. Kunststoffen is prepared to perform additional impacts or supply items on the basis of this mould without providing any guarantee concerning the quality of the additional items produced or impacts performed or accepting any liability with regard to damage to machines or other (consequential) loss.
12. If the mould supplied by C.F. Kunststoffen must be considered technically unsuitable for the production of the number of impacts or items for which it must be deemed normally suitable, C.F. Kunststoffen will carry out repairs in order to achieve the agreed number of impacts or items.
13. As long as a mould supplied by C.F. Kunststoffen is still deemed technically suitable and it is held by C.F. Kunststoffen, the maintenance costs associated with the production will be borne by C.F. Kunststoffen for regular subsequent orders. The Other Party will bears these costs for other moulds.
14. Changes to a mould will always be charged to the Other Party, unless the parties have agreed otherwise in writing.
15. If no production with the use of a mould has taken place over a consecutive period of 3 years, C.F. Kunststoffen will contact the Other Party on this. If the relevant mould has been manufactured by C.F. Kunststoffen itself, C.F. Kunststoffen will give the Other Party a choice between destroying the mould or continuation of its holdership. If the mould is supplied by the Other Party itself, the Other Party will have a choice between collecting the mould at C.F. Kunststoffen's or continuation of the holdership. If the Other Party chooses to continue the holdership, C.F. Kunststoffen will be entitled to charge a reasonable compensation (safekeeping fee) to the Other Party for safekeeping the mould.

Artikel 8: Delivery, completion/delivery term

1. Agreed completion/delivery terms shall never be considered as strict deadlines. If C.F. Kunststoffen fails to meet the agreed performance in full or on time, the Other Party must give notice of default and grant reasonable time to meet this performance at a later date.
2. C.F. Kunststoffen is entitled to deliver or carry out the assignment in phases, whereby each partial delivery or performance may be invoiced separately.
3. The risk concerning the items to be delivered shall pass to the Other Party at the time of delivery. This is the moment that these items to be delivered will leave the warehouse or the factory of C.F. Kunststoffen, or the moment that C.F. Kunststoffen has informed the Other Party that it may collect the items.
4. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by C.F. Kunststoffen. C.F. Kunststoffen is not liable for any damage of whatever nature – whether or not to the items themselves – that is related to the dispatch or the transport.
5. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the items (in the agreed manner) to the Other Party, or if these items are not collected, C.F. Kunststoffen shall have the right to store the items at the expense and risk of the Other Party. The Other Party should enable C.F. Kunststoffen, after giving notice of the storage, within a term to be fixed by C.F. Kunststoffen, to deliver these items within the term fixed or collect the items within this term.
6. If the Other Party still fails to meet its purchase obligation after the term referred to in the previous paragraph, it shall be immediately in default. C.F. Kunststoffen shall then have the right to fully or partially terminate the agreement with immediate effect by a written statement and to sell the items to third parties or to destroy the custom-made items without C.F. Kunststoffen being obliged to compensate any damage, cost or interest arising from this. The aforesaid shall not affect the Other

Party's obligation to compensate any (storage) costs, loss due to delay, lost profits or any other damage or the right of C.F. Kunststoffen to claim fulfilment at a later date.

Artikel 9: Progress, performance of agreement

1. If the start, progress or completion/delivery of the assignment and/or the agreed delivery of items is delayed due to the fact that:
 - a. C.F. Kunststoffen has not received all essential information and/or materials from the Other Party in time;
 - b. C.F. Kunststoffen has not received any agreed (advance) payment from the Other Party in time;
 - c. there are other circumstances which are at the expense and risk of the Other Party;C.F. Kunststoffen shall be entitled to a reasonable extension of the delivery/completion term and compensation for the expenses and damage incurred as a result, such as any waiting hours.
2. If the assignment is executed in phases, C.F. Kunststoffen shall be entitled to suspend the execution of the parts that belong to the following phase until the Other Party has approved of the results of the previous phase. The costs and damage for this shall be charged to the Other Party.
3. C.F. Kunststoffen shall strive to effect the agreed assignment and other deliveries within the time agreed and planned for this purpose, insofar as this can reasonably be expected from it.
4. C.F. Kunststoffen is obliged to perform the assignment and/or deliveries appropriately, properly and in accordance with the provisions laid down in the agreement. C.F. Kunststoffen must perform the assignment and/or delivery in such a manner that damage to persons, items or the environment is limited as much as possible and must follow the orders and instructions given in this context by or on behalf of the Other Party as much as possible.
5. C.F. Kunststoffen must point out to the Other Party any imperfections, errors, failures, etc. detected in the following provided by the Other Party:
 - a. documents provided;
 - b. prescribed constructions, working methods, etc.;
 - c. instructions given by the Other Party;
 - d. materials made available or prescribed; insofar as these imperfections, errors, failures and suchlike are relevant for the performance of C.F. Kunststoffen and it is or could be familiar with them.
6. If the Other Party wants changes to the agreed assignment and/or other deliveries, C.F. Kunststoffen will inform the Other Party about the consequences which these changes will have for the agreed prices, rates and/or delivery/completion terms.
7. If it appears during the execution of the agreement that the assignment and/or other deliveries cannot be performed in the agreed way due to unforeseen circumstances, C.F. Kunststoffen will hold consultations with the Other Party about changing the agreement. C.F. Kunststoffen shall at the same time inform the Other Party about the consequences of the change for the agreed prices, rates and delivery/completion terms. If the execution of the agreement has become impossible as a result of this, C.F. Kunststoffen shall then in any case be entitled to full compensation for the work already performed or deliveries already made by C.F. Kunststoffen.
8. The Other Party will always carefully check every draft version of the documents to be produced by C.F. Kunststoffen and will inform C.F. Kunststoffen of its response as soon as possible. If needed, the draft will be amended by C.F. Kunststoffen and re-submitted to the Other Party for approval. C.F. Kunststoffen can thereby require that the definitive version of the documents to be produced shall be initialled for approval on each page by the Other Party or that the Other Party shall sign a statement of approval concerning the definitive version. The Other Party may only use the produced documents after C.F. Kunststoffen has received the initialled definitive version or the written statement of approval.
9. If the Parties have agreed that C.F. Kunststoffen shall submit samples of the items to be produced to order to the Other Party for approval, the Other Party shall carefully inspect these samples and make

its response known to C.F. Kunststoffen as soon as possible. C.F. Kunststoffen may request that the Other Party signs a written statement of approval in respect of the definitive version of the sample.

10. If C.F. Kunststoffen has to make changes to approved documents or samples, this constitutes additional work and C.F. Kunststoffen shall have the right to charge the resultant additional costs to the Other Party.

Artikel 10: Contract variations

1. Additional work shall mean: additional work and deliveries at the request of the Other Party or necessarily arising from the agreement, which has/have not been included in the proposal, offer or assignment.
2. Contract variations must be agreed in writing between C.F. Kunststoffen and the Other Party. C.F. Kunststoffen shall only be bound by verbal agreements after they have been confirmed in writing to the Other Party or as soon as C.F. Kunststoffen - without objection by the Other Party – has started with the execution of these arrangements.
3. Settlement of contract variations shall take place:
 - a. in the event of changes in the original assignment;
 - b. in the event of unforeseen cost increases or reductions and differences of deductible and/or estimated amounts.
4. Settlement of contract variations shall immediately take place on final settlement, unless parties have explicitly agreed otherwise in writing.

Artikel 11: Completion and approval on assignments

1. With regard to the items to be developed or produced by C.F. Kunststoffen to order, C.F. Kunststoffen is obliged to inform the Other Party that the assignment has been completed and the items are ready to use.
2. The items are deemed to have been completed in accordance with the agreement, if they have subsequently been put at the Other Party's disposal, the Other Party has checked these items and the specifications, characteristics, qualities and suchlike agreed for them, and the completion statement or workslip has been signed for approval by the Other Party.
3. The items are also deemed to have been completed in accordance with the agreement if the Other Party has not lodged a complaint with C.F. Kunststoffen within a period of 2 weeks after the items have been put at the Other Party's disposal as described, or as much sooner as the Other Party has started use of the items as far as possible.
4. Work not yet carried out or completed by or on behalf of third parties engaged by the Other Party, which affect the proper use of the items, shall not affect the readiness and completion of these items.
5. If the Other Party wants to have changes made to the items after completion thereof, it will be considered as additional work. C.F. Kunststoffen shall then be entitled to separately charge the costs arising from this and/or the hours spent on it to the Other Party.
6. If the Other Party still finds defects, imperfections and suchlike regarding the items after the completion referred to in this Article, the provisions of the Complaints Article referred to in these General Terms and Conditions shall apply.

Artikel 12: Packaging

1. Packaging that is designated to be used several times shall remain the property of C.F. Kunststoffen. This packaging may not be used by the Other Party for any purpose other than for which it is designated.
2. C.F. Kunststoffen shall determine if the packaging must be returned by the Other Party or that it shall collect the packaging itself and at whose expense it will be conducted.
3. C.F. Kunststoffen is entitled to charge the Other Party a fee for this packaging. If the packaging is returned by the Other Party for free within the term agreed, C.F. Kunststoffen must take back this packaging and pay back the fee charged for this to the Other Party or deduct it from the fee that the Other Party has to pay for packaging on the following delivery. C.F. Kunststoffen shall at all times have the right to deduct a 10% handling fee from the amount to be paid back or settled.
4. If the packaging is damaged, incomplete or has been destructed, the Other Party shall be liable for the damage and its entitlement to a repayment of the fee shall lapse.
5. If the damage referred to in the previous paragraph is higher than the fee charged, C.F. Kunststoffen shall not have to take back the packaging. C.F. Kunststoffen shall then have the right to charge this to the Other Party at cost price, deducted by the fee paid by the Other Party.
6. Packaging for single use does not have to be taken back by C.F. Kunststoffen and may be left at the Other Party's. Possible costs for removal shall be at the expense of the Other Party.

Artikel 13: Complaints and returns

1. The Other Party is obliged to check the delivered items immediately after receipt and to state any visible failures, defects, damage and/or deviations in numbers on the consignment note or on the accompanying note. In the absence of a consignment note or an accompanying note, the Other Party must report the failures, defects etc. within 2 working days after receipt of the items to C.F. Kunststoffen, followed by a written confirmation thereof. In the absence of such a report, the items are deemed to have been received in good condition and to meet the agreement.
2. Other complaints must be reported to C.F. Kunststoffen in writing immediately after discovery – but within the guarantee period agreed for the supplied items. The other party shall bear all risks of failing to report directly. If for the items no explicit guarantee period has been agreed, the period of 1 year following delivery shall apply.
3. If a complaint has not been lodged with C.F. Kunststoffen within the terms referred to in the previous paragraphs, it is not possible to make a claim under the agreed guarantee.
4. Items ordered - which are not manufactured to order - shall be delivered in the (wholesale) packaging in stock at C.F. Kunststoffen's and/or the minimum quantities or numbers. Small differences in view of specified measures, weights, numbers, colours etc., acceptable within the industry, are not considered as failures on the part of C.F. Kunststoffen. In such event it is not possible to make a claim under the guarantee.
5. Complaints shall not suspend the Other Party's payment obligations.
6. The Other Party must give C.F. Kunststoffen the opportunity to investigate the complaint and must provide all information to C.F. Kunststoffen that is relevant for the complaint. If the items need to be returned for investigating the complaint, this will be at the expense of the Other Party unless the complaint appears well-founded. The transport risk will always be borne by the Other Party.
7. In all cases, returning the items shall take place in a manner to be determined by C.F. Kunststoffen and in the original packaging or deposit packaging.
8. No complaints can be lodged about discolorations and small colour deviations.
9. No complaints can be lodged about items that have changed in nature and/or composition or that have been fully or partially treated or processed.

Artikel 14: Guarantees

1. C.F. Kunststoffen shall ensure that the agreed assignments and deliveries are carried out appropriately and in accordance with the standards applicable in its sector, but shall never give further guarantee in respect of the items delivered than explicitly agreed between parties.
2. C.F. Kunststoffen guarantees the customary normal quality and soundness of the items delivered during the guarantee period.
3. When using the materials required for the execution of the agreement, C.F. Kunststoffen shall base the use on the information provided on the characteristics thereof provided by the manufacturer or supplier of these materials. If a guarantee has been issued for the materials supplied by the manufacturer or the supplier, the guarantee shall apply in the same manner between parties. C.F. Kunststoffen shall inform the Other Party about this.
4. If the purpose/the destination for which the Other Party wishes to treat, process or use the items differs from the customary purpose/the customary destination of these items, C.F. Kunststoffen shall only guarantee that the items are suitable for this purpose/this destination if it has confirmed so in writing to the Other Party.
5. No claim can be made under the guarantee until the Other Party has paid the price agreed for the items or the fee for the work performed.
6. If the Other Party rightly makes a claim under the guarantee, C.F. Kunststoffen shall - at its own discretion - take care of the repair or replacement of the items free of charge or refund or reduce the agreed price or fee. If there is any additional damage, the provisions set out in the Liability Article of these General Terms and Conditions shall apply.

Artikel 15: Liability

1. C.F. Kunststoffen shall accept no liability other than the guarantees explicitly agreed or given by C.F. Kunststoffen.
2. Subject to the provisions of the previous paragraph, C.F. Kunststoffen is only liable for direct damage. Any liability of C.F. Kunststoffen for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party must take all measures needed to prevent or limit the damage.
4. If C.F. Kunststoffen is liable for the damage suffered by the Other Party, C.F. Kunststoffen's liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by C.F. Kunststoffen, C.F. Kunststoffen's liability for compensation shall be limited to the invoice amount of the delivered items.
5. The Other Party must sue C.F. Kunststoffen within 6 months at the latest after the damage it has suffered has become known to it or should have become known to it.
6. If C.F. Kunststoffen must carry out the assignment or make the deliveries on the basis of documents provided by or on behalf of the Other Party, C.F. Kunststoffen is not responsible for the content, accuracy and completeness of these documents.
7. If the Other Party makes materials available for processing, C.F. Kunststoffen shall be responsible for the correct processing but not for the appropriateness of these materials nor for the effect that these materials shall have on the end result.
8. C.F. Kunststoffen is not liable and the Other Party cannot make a claim under the applicable shelf life or guarantee, if the damage has arisen due to:

- a. improper use or use contrary to the purpose for which the items delivered were intended or the directions, advice, operating instructions, leaflets, etc. provided by or on behalf of C.F. Kunststoffen;
 - b. by incompetent safekeeping (storage) or maintenance of the items;
 - c. by errors, omissions or defects in the information or materials provided or prescribed to C.F. Kunststoffen by or on behalf of the Other Party.
 - d. instructions or directions from or on behalf of the Other Party;
 - e. due to the choice of the Other Party, which deviates from C.F. Kunststoffen's advice and/or what is customary;
 - f. the choice made by the Other Party in respect of the items to be delivered.
 - g. impairment of the items due to effects from outside other than the effects that the items should normally be able to withstand;
 - h. repairs or other work or processing being carried out on the items delivered by or on behalf of the Other Party without express, prior, written approval from C.F. Kunststoffen
9. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies C.F. Kunststoffen explicitly against any claims from third parties to compensate this damage.
10. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by C.F. Kunststoffen or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall C.F. Kunststoffen indemnify the Other Party against any third party claims.

Artikel 16: Payment

1. C.F. Kunststoffen is always entitled to require (partial) advance payment or any other security for payment by the Other Party.
2. Payment must take place within an expiry period of 30 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if the Other Party has not contested it within this payment term.
3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph, the Other Party is due to C.F. Kunststoffen a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. If the Other Party still fails to pay after receiving notice, C.F. Kunststoffen will furthermore have the right to charge the extrajudicial collection costs to the Other Party, amounting to 15% of the invoice sum, with a minimum of € 40.00.
5. In the absence of full payment by the Other Party, C.F. Kunststoffen shall have the right to terminate the agreement without further notice of default by a written statement or to suspend its obligations under the agreement until the Other Party has made full payment or provided appropriate security. C.F. Kunststoffen shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's creditworthiness even before the Other Party enters into default regarding payment.
6. Payments made by the Other Party will first be deducted by C.F. Kunststoffen from all interest and costs due and then from the due and payable invoices that have been outstanding longest, unless the Other Party has stated in writing on payment that it concerns a later invoice.
7. The Other Party may not deduct any claims of C.F. Kunststoffen from any reclamations that it has on C.F. Kunststoffen. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.

Artikel 17: Retention of title

1. C.F. Kunststoffen shall retain title of all items delivered and to be delivered up until the point at which the other party has completely fulfilled all payment obligations towards C.F. Kunststoffen.
2. The payment obligations referred to in the previous paragraph consist of payment of the purchase price of/the fee for the items, increased by claims relating to work performed in connection with that delivery, as well as claims relating to any damage due to the Other Party's attributable failure to meet its obligations, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. If this refers to the delivery of identical, non-individualized items, the consignment of items relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock, in the shop and/or form a part of the inventory and equipment of the Other Party on invoking retention of title.
4. All items in which title is retained, may not be sold on by the Other Party in the framework of the ordinary business operations, unless it has also stipulated retention of title with its suppliers to the items delivered.
5. As long as the title is retained in the items delivered, the Other Party may not pledge the items in any manner or bring items under the (actual) control of a financier by means of lists containing items pledged.
6. The Other Party must notify C.F. Kunststoffen immediately if third parties pretend to have ownership or other rights to the items in which title is retained.
7. The Other Party must safekeep the items carefully and as identifiable property of C.F. Kunststoffen for as long as title is retained in them.
8. The Other Party has to take out a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy and the Other Party will allow C.F. Kunststoffen inspection on demand into the insurance policy and the accompanying proofs of premium payments.
9. If the Other Party contravenes the provisions of this article or if C.F. Kunststoffen claims retention of title, C.F. Kunststoffen and its employees shall have the irrevocable right to enter the Other Party's premises and take back the items subject to retention of title. This applies without prejudice to C.F. Kunststoffen's entitlement to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

Artikel 18: Intellectual property rights

1. C.F. Kunststoffen is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the items, documents delivered or produced by C.F. Kunststoffen in the context of the agreement, unless parties have agreed otherwise in writing. The exercise of these rights, both during and after the execution of the agreement, is explicitly and exclusively reserved to C.F. Kunststoffen.
2. This means, among other things, that:
 - a. the Other Party may not use the documents delivered or produced by C.F. Kunststoffen outside the context of the agreement, provide these documents to any third party, allow inspection into these by any third party, or multiply them without the prior written permission of C.F. Kunststoffen;
 - b. the Other Party may not copy, change, reproduce, etc. the items or parts thereof delivered or produced by C.F. Kunststoffen without C.F. Kunststoffen's prior written permission.
3. The Other Party guarantees that the documents and files provided by it to C.F. Kunststoffen shall not infringe the copyright or any other intellectual property right of any third party. The Other Party is liable

for any damage that C.F. Kunststoffen suffers because of such infringements and shall indemnify C.F. Kunststoffen against any claims from third parties.

4. Moulds, forms, tools - including those manufactured in collaboration with or at the expense of the Other Party - and products manufactured with them may not be reproduced without C.F. Kunststoffen's permission.
5. Moulds and tools are and remain the property of C.F. Kunststoffen, even if they have been manufactured on the instructions and/or at the expense of the Other Party.

Artikel 19: Bankruptcy, loss of power to dispose of property, etc.

1. C.F. Kunststoffen always has the right to terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party: a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. The Other Party must always notify the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Artikel 20: Force majeure

1. In the event of force majeure on the part of the Other Party or C.F. Kunststoffen, C.F. Kunststoffen shall have the right to terminate the agreement by a written statement to the Other Party or to suspend the fulfilment of its obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to C.F. Kunststoffen in the context of these General Terms and Conditions shall include: a non-culpable shortcoming by C.F. Kunststoffen, a non-culpable shortcoming of third parties or suppliers engaged by C.F. Kunststoffen or other serious grounds on the part of C.F. Kunststoffen.
3. Circumstances which are considered force majeure on the part of C.F. Kunststoffen include: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of C.F. Kunststoffen and/or of the Other Party, or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, import and export hindering measures, lack of materials.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall in any case be obliged to fulfil its obligations towards C.F. Kunststoffen until that moment.

Artikel 21: Cancellation, suspension

1. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, it shall be due compensation to be further determined by C.F. Kunststoffen. This compensation shall comprise all costs already incurred by C.F. Kunststoffen and its damage suffered due to the cancellation, including lost profits. C.F. Kunststoffen is entitled to fix the aforesaid compensation and - at its discretion and

dependent on the deliveries already made or the work performed in connection with the assignment - to charge 20 to 100% of the agreed price to the Other Party.

2. The Other Party is liable towards third parties for the consequences of the cancellation and indemnifies C.F. Kunststoffen against any claims from third parties arising from this.
3. C.F. Kunststoffen is entitled to settle the amounts paid by the Other Party with the compensation due by the Other Party.
4. Should the execution of the agreement be suspended at the request of the Other Party, work performed and deliveries and the costs incurred until that moment shall be immediately due and payable and C.F. Kunststoffen will have the right to charge these to the Other Party. Furthermore, C.F. Kunststoffen shall have the right to charge to the Other Party all costs incurred or to be incurred during the suspension period.
5. If the execution of the agreement cannot be resumed after the agreed suspension period, C.F. Kunststoffen shall have the right to terminate the agreement by a written statement to the Other Party. If the execution of the agreement is resumed after the agreed suspension period, the Other Party must compensate any costs of C.F. Kunststoffen possibly arising from the resumption.

Artikel 22: Applicable law/jurisdiction

1. The agreement entered into between C.F. Kunststoffen and the Other Party shall be governed exclusively by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes shall be submitted to the competent court in the place where C.F. Kunststoffen is established, although C.F. Kunststoffen shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. If the Other Party is established outside the Netherlands, C.F. Kunststoffen shall have the right to choose to submit the dispute to the competent court in the country or the state where the Other Party is established.

Date: February 10, 2016