



TEMATI

THINKING SOLUTIONS

GENERAL TERMS OF SALE

Article 1. Applicability

1.1 All our offers, (order) confirmations and contracts are exclusively governed by these General Terms of Sale ("these Terms"), which explicitly exclude any other terms and conditions that buyers or principals (jointly referred to as "the Buyer") may have.

1.2 Acceptance of an offer, or (order) confirmation and/or the conclusion of a contract, means that the Buyer has accepted the applicability of these Terms and renounces the applicability of any of its own possible terms and conditions. Unless it is explicitly agreed otherwise in writing, these Terms take precedence over any other possible applicable general terms which the Buyer may refer to in its order, its instructions or in any other manner.

1.3 Any derogation from these Terms must be made in writing. If there is a written derogation from any of the provisions set out in these Terms, the other provisions will continue to apply in full force.

Article 2. Offers/Contracts

2.1 All our offers are free of obligation or, if a period of time has been specified, are only binding for this particular period of time.

2.2 Unless it is explicitly agreed otherwise, a contract is only concluded when we have accepted the order or instruction in writing, or when we have commenced the fulfilment of the order or instruction.

2.3 The content of our written confirmation is binding upon the Buyer, unless the latter disputes the accuracy thereof in writing within eight (8) days of it being sent, stating reasons.

Article 3. Prices and Payment

3.1 All prices are ex warehouse, unless indicated otherwise.

3.2 Payment must take place within thirty days of the invoice date, without discount, compensation or suspension.

3.3 If – in our opinion – the Buyer's financial position involves risk, we are authorised to request collateral in advance with regard to the payment.

3.4 In the event of late payment, the Buyer will be in default from the date on which the payment should have been made (which date will be considered to be a deadline) without any demand for payment or notice of default being required. The Buyer must also pay the statutory interest in that event. If this situation presents itself, we will be authorised – in addition to our other rights – to suspend the delivery or the fulfilment of orders and/or dissolve the contract.

3.5 If one of the following events impacts on the Buyer, all the sums of money owed by the Buyer will be due on demand – including monies for goods which were ordered but which have not yet been delivered – without any notice of default or judicial intervention being required. This includes the following events:

- the Buyer has applied and/or is granted bankruptcy or a moratorium on payments;
- the Buyer is placed under a guardianship order or loses/partially loses the disposal of its assets in any other way;
- the Buyer's company is dissolved and/or the Buyer's business operations are discontinued;
- the Buyer fails/partially fails to fulfil its obligation vis-à-vis our company in any other way.

The Buyer must inform us promptly if one or more of these events occur. If there is a late payment and we have already submitted our claim for extra-judicial collection, the Buyer must then pay the corresponding collection costs in accordance with the rates set by the Netherlands Bar Association.

Article 4. Delivery

The periods of delivery indicated by us are not deadlines. We are not liable for any damage caused by exceeding the periods of delivery. The goods will be at the risk of the Buyer from the date of delivery.

Article 5. Retention of Title

5.1 All goods delivered by us will remain our property until the Buyer has completely fulfilled its obligations as stipulated in the corresponding contract(s); this will include any claims made as a result of the shortcomings of the Buyer in the fulfilment thereof and any claims regarding wrongful acts committed by the Buyer in relation to these contract(s).

5.2 During the period of title retention, the Buyer is only permitted to sell, deliver and/or process the goods in question within the framework of its business operations. The Buyer will also not be permitted to pledge or raise money on the goods, or place them within the sphere of control of third parties in any other manner.

Article 6. Complaints and Liability

6.1 Any possible complaints regarding quality, faulty packaging material and any other defects (including complaints regarding hidden defects) must be communicated to us in writing, within eight (8) days after receipt of the goods, by means of a registered letter. In default thereof, the right to file a complaint will be cancelled. If there is an inspection of the goods, the Buyer will lose the right to file a complaint; this will be effective from the time of the approval.

6.2 If a complaint is filed and/or we are held liable, the Buyer must lend its co-operation, on our behalf, to samples being taken for investigative purposes.

6.3 If a complaint is filed and/or we are held liable, our obligations will not go beyond the obligation to replace the goods in question, unless we no longer market these goods. In the latter situation, we will only be required to refund the amount on the invoice.

6.4 Regardless of the provisions set out in Article 6.3, we will never be liable for any direct, indirect or consequential losses incurred by the Buyer and/or third parties which exceed the price paid by the Buyer for the goods in question.

6.5 The Buyer explicitly states that the transportation – be this by us or not, or on our behalf, or not – of the goods delivered by us (if these goods are 'hazardous substances' in the sense of the "Act of 12 October 1995" and further regulations, which contain regulations for the transportation of hazardous substances "WVGS") will meet all the WVGS regulations, and/or guarantees that any third parties who may be engaged to provide such transport will also meet the aforementioned regulations. The Buyer explicitly indemnifies us against any form of liability and/or damage incurred by us because of any form of non-compliance by the Buyer with the aforementioned obligations.

6.6 Return shipments will be only be accepted by us subject to certain conditions and after we have granted prior written permission to return the goods.

Article 7. Force Majeure

In the event of force majeure, including those situations and events which are classified as such according to general legal standards, the period of delivery will be extended for the duration of the force majeure.

Article 8. Dissolution

8.1 We are authorised to dissolve any contract with immediate effect – without any judicial intervention or notice of default being required – if:

- a force majeure occurs on our part or on the part of the Buyer;
- the Buyer's financial position, in our opinion, involves risks, unless the Buyer furnishes security for this on first request;
- the Buyer – despite a demand to this end – fails to fulfil one or more obligations vis-à-vis us;
- a pre-judgement or executory attachment is levied on the Buyer;
- the Buyer, one of its co-partners, or his/her spouse is declared bankrupt or granted a moratorium on payments, or if the Buyer dies, discontinues its company or sells its company.

8.2 The Buyer is not permitted to dissolve the contract prematurely without our prior written permission. If such permission is granted, we are authorised to impose additional conditions, including damages for the full amount of damage actually incurred by us.

Article 9. Disputes

These Terms, and all orders and contracts to which they apply, are governed exclusively by – and must be interpreted exclusively under – the law of the Netherlands. All disputes resulting from our Terms, offers and/or contracts will be brought exclusively before the competent court in the Amsterdam District.

Article 10. Various

10.1 If we (tacitly) allow any derogation from these Terms to occur for a brief or extended period of time, this will not prejudice our right to demand that these Terms still be complied with.

10.2 If any judicial authority rules that one or more provisions set out in these Terms is contrary to any applicable statutory regulation, this will not affect the validity of the rest of these Terms. The provision in question will, in that event, be replaced with a similar and legally permissible provision which will approximate the goal and purport of the invalid provision as closely as possible.