



## GENERAL SALES AND DELIVERY CONDITIONS

### ARTICLE 1. GENERAL

1.

These general terms and conditions apply to agreements entered into by us, Jay Dee International, and apply subject to changes, which will be confirmed by us expressly and in writing. The purchase conditions of customers shall not apply unless expressly agreed to in writing.

2.

Unless agreed to otherwise expressly in writing, the general terms and conditions of customers entering into transactions with us shall only apply for as far as they are not contradictory to these terms and conditions. In case of doubt as to whether such a conflict is present, our conditions shall prevail.

### Article 2. Offers.

1.

All our offers are always obligation free. The agreements concluded with customers by us, are only binding if they are confirmed by us in writing.

2.

That which is stated in article 1 and in the current article shall also apply to the offers and promises made by our representatives or other persons in our service, as well as the agreements concluded by them.

3.

If changes are made by the customer after acceptance of the order, changes which we are not able to agree with, or if the order is cancelled entirely or partially, all expenses already incurred as well as the amount of the loss in profit and other losses shall be accountable to the customer.

4.

For as far as Jay Dee International depends on factories or other suppliers for its supplies, either for the entire or partial delivery or for the raw materials for the manufacturing thereof, and it has to accept the cancellation of its orders by one or more of its suppliers, it shall be entitled to cancel the orders placed with the company, without being held liable to pay any compensation. In that case, we are obliged to refund the monies already paid by the customer, related to the order, and for which no goods were supplied as yet.

5.

For supplies for which by their nature or extent no quotation or confirmation of the order is sent, the delivery note and/or the invoice shall also be considered as confirmation of the order, which is actually also considered to reflect the agreement completely.

### Article 3. Dimensions, weights, tables of contents, pictures.

1.

The in our offers, stock list, leaflets, guides, catalogues, circulars, tables of contents and the pictures, sizes and weights displayed in them, are only approximate.

2.

We expressly reserve the property and/or copyrights of drawings, images, text and such provided by us. Third parties may not reproduce the abovementioned images and drawings or make them available to third parties in any manner whatsoever and in any context whatsoever.

### Article 4. Prices.

1.

The sales price stated by Jay Dee International is excl. VAT and is based on its purchase price and other cost factors. Should one of these cost price components be increased after the confirmation of the order, but before transfer of the goods, Jay Dee International shall be entitled to pass on those increases to the buyer.

2.

Without prejudice to the general applicability of this clause, it is in particular applicable on a change to import or export rights or other rights or charges occurring after dispatch of the order confirmation and on changes in the exchange rate of the euro compared to the foreign currency where Jay Dee International has purchased the goods.

3.

If it was sold at a fluctuating price, as well as in the cases intended in the previous paragraphs of this article, Jay Dee International shall be entitled to cancel the sales agreement if the buyer reacted in writing within ten days against the price as set by Jay Dee International.

### Article 5. Delivery

1.

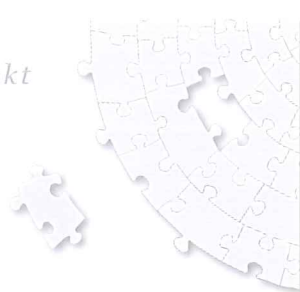
All our offers, unless mentioned otherwise, are based on free delivery to the delivery address; therefore the transport charges are borne by us.

2.

For supplies below one of our fixed values, we reserve the right to charge freight charges.

3.

With free delivery, only the freight charges for the cheapest transport and along the shortest possible route shall be accountable to Jay Dee International. If, for any reason, the transport cannot take place as described above or if the transport at the request of the customer takes place in another way or along another route, the resulting extra expenses shall be accountable to the customer. Unless agreed to differently, shipments shall only take place through scheduled services under the condition "ex-factory". The risk for the goods shall pass on to the customer the moment the goods leave the Jay Dee International factory/ warehouse. Goods returns are at the expense and risk of the returning party.



4.

Goods to be supplied by us are for the risk of our customer, which risk is transferred as soon as the goods leave our warehouses/factories, or in case of delivery by third parties, the factories or warehouses of external parties.

5.

We are entitled, yet not required, to insure the goods on behalf of our customers against risks to be determined by us.

6.

The goods, as far as quantity, weight and dimensions are involved, are deemed sent according to the data on the shipping documents.

7.

Minor deviations in quality, size, composition or quantity do not entitle the customer to any claim on Jay Dee International in this regard. Jay Dee International reserves the right to a greater or lesser supply of 10% on the ordered quantities.

#### **Article 6. Packaging**

1.

In case Jay Dee International makes packaging available, the customer should return this to Jay Dee International within 3 months after receipt of the goods by the company. The costs involved shall be borne by the customer.

2.

The customer also bears the risk of damage to packaging material where the compensation must be paid within a month after a request was received from Jay Dee International. The packaging material shall be deemed to have been received in proper condition, unless the customer has made a note on the waybill or bill of lading upon receipt.

3.

The customer is responsible for proper storage upon delivery of the good.

#### **Article 7. Delivery Times**

1.

The delivery times stated by us are non-binding and are approximate.

2.

The delivery time commences when we have accepted the order in writing, all formalities necessary for the commencement of work have been completed, and all required documents are in our possession and the customer, in accordance with the agreements, also performed all requirements for the execution of the activities. If payment in instalments was also agreed to with the adoption of the contract, and the first instalment is due with the contract, the delivery time shall not commence earlier than after receipt of the first instalment.

3.

Pertaining to the delivery time, the goods will be deemed delivered when they or the most important components thereof, at our discretion, are ready for dispatch, after we have informed the customer thereof in writing. The possible storage of goods shall take place at the expense and risk of the buyer.

4.

Exception of the delivery time, no matter how it was caused, shall never entitle the customer to compensation, dissolution of the contract or non-performance of any obligation of his which may be arising from this or any other Agreement related to this Agreement, or performing activities whether or not by virtue of external parties in the execution of this Agreement, unless it involved intent or gross misconduct on our side.

5.

Extension of the delivery time can only be carried out on the customer's request with our express approval. Possible expenses and losses for us that may arise from this are to be borne by the customer. At the express written request to be submitted by the customer, he may be issued with a budget of the extra expenses, respectively the loss to be reimbursed, which expenses/loss shall be related to the request submitted by the customer to extend the delivery time.

#### **Article 8. Transfer of ownership and risk.**

1.

Immediately after the goods, or the relevant parts thereof, at our assessment, applied as delivered within the meaning of article 7, without prejudice to the specifications in article 5 paragraph 3, the customer shall carry the risk for all direct and indirect loss, which may arise to or due to these goods for the customer or third parties considering that which is defined in article 11 of these conditions.

2.

Without prejudice to that which is stated in article 7, ownership of the goods, including the most important components of these goods, will only be transferred to the customer once the customer has complied completely with all his obligations towards us arising from the Agreement that led to the delivery of the relevant goods, or from other agreements concluded with us in respect of the delivery of goods or work carried out in connection with this delivery, as well as in respect to claims on the customer's shortcomings in the performance of such agreements.

3.

If the customer will process and alter the supplied goods in such a way that new goods will be created, as intended in article 5:16 DCA (Dutch Commercial Act), the customer shall be deemed to have carried out this operation in our command, so he will be considered keeping the goods on our behalf after the execution of the processing. If third parties are also involved in the processing and alteration of the goods, a similar contract is assumed for these third parties, so the goods then manufactured by the customer shall be considered as being held for us and other suppliers in community of property, as intended in article 3:7 DCA. As soon as the customer has complied with all the commitments as intended in paragraph 2 of this article, he shall acquire ownership of the goods created by him, respectively receive the share of Jay Dee International in the goods created by him, that others are also entitled to.





4.

With regard to recovering and mixing, the customer shall be obliged to indicate the goods supplied by Jay Dee International as main subject within the meaning of the Act, concerning goods where recovering of goods as supplied by Jay Dee International may be involved, or mixing of goods as supplied by Jay Dee International, in view of the applicability of the abovementioned legal stipulations, so the new goods as a result of recovering or mixing shall become the property of Jay Dee International in totality, until such time that the commitments as intended under section 2 of this article are complied with.

#### ARTICLE 9. PAYMENTS.

1.

For as far as no other payment conditions were agreed to, the customer shall pay the amounts on our invoices without discount or debt settlement within thirty days from date of invoice.

2.

If the customer did not pay within the abovementioned period, or within the agreed to period, he shall be considered to be in default by law, and we shall, without any summons or notice of default being required, be entitled to charge the customer interest at 1% per month from the due date until full payment, without prejudice to our other rights. Parts of a month are calculated as a full month.

3.

Every buying and selling Agreement is concluded under the suspended condition that the buyer's creditworthiness based on the information to be collected by Jay Dee International shall be satisfactory.

4.

During the execution of an Agreement, Jay Dee International shall be entitled to suspend the performance of its commitments until, at Jay Dee International's behest and satisfaction, the buyer provided collateral for the observance of its commitments in view of the Agreement.

#### Article 10. Guarantee and Complaints

1.

Jay Dee International guarantees the quality of the goods supplied by them for the purpose for which they were intended and undertakes to replace parts which became useless due to the use of bad materials or faulty construction, as soon as possible, free of charge. Apart from the costs for new or reconditioned parts and the cost of any packaging and freight, Jay Dee International does not accept any other expenses. If no sound goods can be supplied, Jay Dee International may, instead of replacement, credit the buyer for the original price charged for those goods. Jay Dee International does not provide any further guarantee.

2.

Goods supplied by us, if they largely comply with the requirements and descriptions as set by the customer, are considered not to have any defects. This guarantee does not apply to the normal wear and tear of components. In case of misuse or lack of proper care of the customer as well as due to factors not related to the supplied goods, the guarantee expires.

3.

The counter party undertakes to enable Jay Dee International to carry out the necessary repairs to the components of the goods supplied under guarantee. Changes to the supplied devices, parts or components taking place without Jay Dee International's approval, cancels Jay Dee International's guarantee obligations.

4.

Complaints in respect of flaws and defects in quality, composition, quantity or size, should be reported immediately. A phone call should be confirmed in writing, by registered mail, within 2 days, after this time any liability of Jay Dee International shall expire.

5.

The products that the complaints relate to, should be made available for our inspection in the condition in which they were at the time that the defects were established and may not be resold, unless we expressly agree to this.

6.

Complaints concerning part of the supplied goods could not lead to rejection of the entire delivery, unless the supplied goods in such a case cannot be used.

7.

Goods about which the customer has complained may not be returned after written directions were received from Jay Dee International. Claims can no longer be accepted as soon as goods were treated, processes and/or packaged by the customer.

8.

Replaced goods described above are once again the property of Jay Dee International.

#### Article 11. Liability

1.

Jay Dee International's liability is limited to the observance of the guarantee requirements described in article 10 of these conditions.

2.

Except in case of gross misconduct on Jay Dee International's side and subject to the provisions under section 1, Jay Dee International is excluded from all liability, like for business losses, other indirect damage and damage as a result of a liability towards external parties.

3.

Unless the contrary is proven by a binding judicial regulation, and without prejudice to the specifications in the previous paragraph of this article, our liability in accordance with the Agreement with the customer is expressly limited to the value of a non-life insurance benefit, or if no insurance payment can be acquired, to the invoice value of the relevant goods excluding VAT.



#### Article 12. Dissolution.

1.

Without prejudice to our other rights, we have the right, if we are prevented to execute the Agreement by force majeure as intended in article 13, to suspend the execution of the Agreement without any legal intervention or to cancel the Agreement entirely or partly, at our discretion, without being held to any compensation or warranty.

2.

If the customer does not comply properly or on time with any commitments resulting from this or any other Agreement concluded with us, as well as in the event of bankruptcy, suspension of payment, cessation or liquidation of his company, by the customer itself or by a third party, he shall be deemed to be in default by law, without any notice and without legal intervention, to suspend the execution of the Agreement or to dissolve the Agreement entirely or partly, at our discretion, without being held to any compensation or warranty, but without prejudice to our other rights. In these cases, all claims become due and payable immediately, except for a debt settlement by the customer with all of its creditors.

3.

If we suspend the execution of the Agreement as a result of that which is stated in paragraph 2 of this article, we will keep the processed, being processed and other materials included in the price at the expense and risk of the customer, and the customer shall pay us the contractual price, less the price calculated in the price of any missing or possibly already paid instalments.

4.

If we cancel the contract as a result of the requirements in paragraph 1 and 2 of this article, wholly or partly, we are entitled to demand that the customer take the processed, still being processed and the other materials included in the price against payment of the contractual price, less the price calculated in the price of the missing and the possibly already paid instalments, failing which we will store or sell the goods for the account and risk of the customer. In the cases stated in both the previous paragraphs, as soon as payment takes place, ownership of the paid goods shall become that of the customer.

#### Article 13. Force Majeure.

Under force majeure, as intended in article 12, is understood all circumstances as a result of which compliance with the entire Agreement or compliance of the agreed to delivery periods, can no longer reasonably be expected of us, such as war, threatened war, civil war and revolt, strikes, labour lockout, transport problems, fire and other malfunctions in our company or that of our subcontractors and delayed delivery, no matter what the cause, of important materials, raw materials and additives ordered by us. We will warn the customer without delay if a case of force majeure should occur. We are not held to the obligations in respect of which a situation of force majeure occurs; as long as the force majeure situation continues to have an effect, in case of force majeure, parties can never claim any compensation.

#### Article 14. Expenses

1.

Besides the commitments resulting from these general terms and conditions and the concluded Agreement, the customer shall also pay all extra-judicial and legal expenses we have to incur in order to claim the observance, dissolution or compensation in accordance with this Agreement whether or not claimed legally from the customer, or if we were to be involved in defence.

2.

Extra-judicial expenses that we had to incur for the collection or the defence as intended under section 1, for the assistance of a third party, for example an attorney, are in any case payable by the customer. Without prejudice to possible further rights and claims, extra-judicial expenses will in any case amount to at least 15% of the payable principal amount.

#### Article 15. Applicable Law

With respect to this Agreement and in respect of the agreements which are concluded in corollary, parties declare that they will be subject to Dutch law.

The District Court in 's-Hertogenbosch will have jurisdiction to hear any disputes, as far as the Law does not determine otherwise.

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Jay Dee International

Jay Dee International is a trading name of R & S Company B.V.

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