

Article 1 definitions

In these general conditions the following terms shall mean:

- a. **Agreement:** each agreement to which these general conditions are applicable;
- b. **Customer:** each party, being a natural person or legal person and/or its legal successors, which is offered and/or purchases Products of CCPI-MEFEC BV;
- c. **General Conditions:** these general terms and conditions of sale;
- d. **CCPI-MEFEC BV:** CCPI-MEFEC BV, a company incorporated and existing under the laws of the Netherlands, having its principle place of business at (1071 LJ) Amsterdam, at the Jan Willem Brouwersstraat 8;
- e. **Products:** all products delivered by CCPI-MEFEC BV, together with all information related to those products.

Article 2 scope

- 2.1 The General Conditions shall apply to any agreement as a consequence of which CCPI-MEFEC BV shall deliver Products to the Customer.
- 2.2 Other terms and conditions, including but not limited to Customer's general terms and conditions, are rejected and shall not be part of the Agreement, unless such terms and conditions being expressly accepted by CCPI-MEFEC BV in writing.

Article 3 offers

All offers of CCPI-MEFEC BV are without engagement. Any Agreement can only come into effect after CCPI-MEFEC BV has confirmed an order of the Customer in writing.

Article 4 pricing and payment

- 4.1 All prices offered and/or invoiced by CCPI-MEFEC BV are in EURO, exclusive of Value Added Taxes (VAT) and/or any other taxes or levies, unless otherwise set forth in writing.
- 4.2 Unless otherwise stated, prices are without engagement and may be altered by CCPI-MEFEC BV. Should the prices be increased in consequence thereof, then upon receipt of CCPI-MEFEC BV's notification of such price-increase the Customer shall have the right to cancel the order in respect of the Products which have not yet been delivered.
- 4.3 Payment shall be done without any deductions, discounts, set off or debt settlement by the agreed due dates but in no event later than thirty (30) days after the date of invoice, by way of money transfer of the amount on the invoice into a bank account to be designated by CCPI-MEFEC BV. Objections to the amounts charged do not relieve the Customer from its obligation to pay.
- 4.4 In the event the Customer has not paid within thirty (30) days, as referred to in 4.3, the Customer shall be in default by operation of law and the Customer shall be due the statutory trade interest, as referred to in article 6:119a of the Dutch Civil Code (*in Dutch: Burgerlijk Wetboek*), and extrajudicial collection costs, notwithstanding CCPI-MEFEC BV's other rights following the Agreement, the General Conditions and the law.

Article 5 delivery and risk

- 5.1 The delivery period quoted by CCPI-MEFEC BV is an approximate. No delivery period is or is deemed to be a firm delivery date, unless expressly agreed otherwise.
- 5.2 The delivery period shall not commence before all necessary information to fulfil an obligation under the Agreement or order is provided to CCPI-MEFEC BV.

Article 6 retention of title

- 6.1 CCPI-MEFEC BV retains ownership of the Products until the Products are paid in full.
- 6.2 As long as the title to the Products is retained by CCPI-MEFEC BV, the Customer may not encumber them other than in the normal course of its business.
- 6.3 The Customer can (re)sell the Products in the Customer's normal course of business, provided that he does not encumber any demand following from such (re)sale and the Customer grants CCPI-MEFEC BV a right of pledge on such demand on first request of CCPI-MEFEC BV.
- 6.4 In the event the Customer has failed to meet its payment obligations towards CCPI-MEFEC BV or in the event CCPI-MEFEC BV has well-founded grounds to fear the Customer's failure to fulfil these obligations, CCPI-MEFEC BV shall have the right to repossess the Products. The Customer shall have no retention rights on the Products.
- 6.5 CCPI-MEFEC BV is at all times allowed to require payment up front for the Products or part thereof, for instance by means of a direct debit. Furthermore, CCPI-MEFEC BV is at all times allowed to ask for a financial security, for instance by means of a bank guarantee.

Article 7 guarantee

- 7.1 CCPI-MEFEC BV guarantees the conformity of the Products with the description provided by CCPI-MEFEC BV on the face of its invoices, purchase order acknowledgements and catalogues, and shall be free from defects in material for a period of thirty (30) days from the date of delivery of the Products to the Customer. CCPI-MEFEC BV shall also convey good title to the Products free from any lawful security interest or other lien or encumbrance unknown to the Customer arising through CCPI-MEFEC BV.
- 7.2 The Customer shall conduct any incoming acceptance tests as soon as possible upon arrival of the Products at the shipping address, but in no event later than thirty (30) days from the date of receipt. Any Products not rejected by the Customer by written notice to CCPI-MEFEC BV within such period shall be deemed accepted. In the event of any shortage, damage or discrepancy in or to a shipment of Products, Customer shall promptly report the same to CCPI-MEFEC BV and furnish such written evidence or other documentation as CCPI-MEFEC BV may deem appropriate. If the substantiating evidence delivered by Customer demonstrates to CCPI-MEFEC BV's satisfaction that such shortage, damage or discrepancy existed at the time of delivery of the Products, CCPI-MEFEC BV shall promptly replace the Products or make an adjustment to the account of DISTRIBUTOR in accordance with the delivery procedures set forth herein; provided, however, that in no event shall CCPI-MEFEC BV be liable for any additional costs, expenses or damages incurred by Customer directly or indirectly as a result of such shortage, damage or discrepancy in or to a shipment.
- 7.3 The sole liability of CCPI-MEFEC BV in the event any Product or part(s) of a Product is or may become defective on account of a faulty construction, shall be to repair without costs or replace without costs the fault Products or part(s) thereof by other Products or part(s) thereof, at the sole discretion of CCPI-MEFEC BV.
- 7.4 CCPI-MEFEC BV shall repair or replace the Products or part(s) thereof under this guarantee, provided that:
 - (i) the Customer informs CCPI-MEFEC BV in writing within fourteen (14) days after the defects have arisen;
 - (ii) the Customer enables CCPI-MEFEC BV to repair the defect and/or enables CCPI-MEFEC BV to recollect the defective Products;
 - (iii) the Customer otherwise fully complies with CCPI-MEFEC BV repairing or replacing the Products or part(s) thereof;
- 7.5 This guarantee does not cover damage sustained by usage not in accordance with the normal wear and tear or any damage arising in consequence of negligence or improper handling or use of the Products or parts thereof, or of improper installation, or of maintenance by unauthorized persons, or of any modifications to the Products without the prior written consent of CCPI-MEFEC BV, or of improper storage in the event of the Products wholly or partly being stored by the Customer previous to installation or use.

Article 8 force majeure

- 8.1 In the event of the occurrence of force majeure, CCPI-MEFEC BV shall be entitled to suspend delivery of the Products and/or provision of other obligations for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting therefrom to the Customer. In such case the delivery period shall be extended for the period of prevention or delay caused by such force majeure.
- 8.2 A failure in the performance of the Agreement cannot be imputed to CCPI-MEFEC BV if it does not result from CCPI-MEFEC BV's fault, and if CCPI-MEFEC BV cannot be held accountable for it by law, by the definition below of force majeure or common opinion. In case of such a non-attributable failure of performance the relevant part of the Agreement will be suspended. CCPI-MEFEC BV will inform Customer on the occurrence of such failure as soon as possible. In the event the suspension has lasted for ninety (90) consecutive days or as soon as it is established that the suspension will last for at least ninety (90) consecutive days, either party is entitled to terminate partially or in whole the Agreement without being held liable to any indemnity whatsoever towards the other party.
- 8.3 The expression "force majeure" shall for the purpose of the General Conditions mean and include circumstances and occurrence beyond one party's reasonable control -whether or not foreseeable at the time of the coming into force of the Agreement - in consequence of which one party cannot reasonably be required to execute its obligations under an Agreement. Such circumstances or occurrences include but are not restricted to: war, fires, floods, earthquakes, labor disputes, strikes, epidemics, governmental regulations and/or similar acts, embargoes, defaults of suppliers or subcontractors, disruption of electricity supplies and the non-availability of telecommunication services.

Article 9 liability

- 9.1 Compliance with CCPI-MEFEC BV's guarantee undertaking pursuant to article 7 or with any agreed modification thereof shall be considered to give full satisfaction to the Customer. Any claim of the Customer for compensation (except in cases indicated below) or for dissolution of the Agreement shall be excluded.
- 9.2 The warranties set forth in this article 9 are intended solely for the benefit of Customer. All claims hereunder shall be made by the Customer and may not be made by Customer's customers or any other third party.
- 9.3 It is expressly understood and agreed that any liability of CCPI-MEFEC BV shall in no event include consequential damages (e.g. trading loss, loss of profits or loss of goodwill and reputation) nor any loss of whatsoever nature, unless such damages were the result of gross negligence or willful misconduct of CCPI-MEFEC BV.
- 9.4 Except for the guarantees and liabilities expressly provided herein, CCPI-MEFEC BV does not assume any liability nor provides any warranties of merchantability or fitness for a particular purpose relative to the use of the Products, and the Customer will hold harmless and indemnify CCPI-MEFEC BV from and against any third party claim in respect thereof.
- 9.5 If and insofar CCPI-MEFEC BV is liable for any damages, the amount payable shall in no event exceed the value of the defective Product or Products purchased and paid by the Customer to CCPI-MEFEC BV.

Article 10 intellectual property

- 10.1 All intellectual property rights with regard to the Products shall remain with CCPI-MEFEC BV solely. The supply of Products does not grant Customer any right with regard to the intellectual property.
- 10.2 Except where intended to serve as instructions for use or advertising matter, all technical information in relation to the Products and their maintenance remains CCPI-MEFEC BV's property and may without CCPI-MEFEC BV's consent not be utilized or copied, reproduced, transmitted or communicated to third parties. Illustrations, catalogues, colors, drawings, dimensions, statements of weight and measurements etc. made available by CCPI-MEFEC BV as printed information are only meant to present a general idea of the Products to which they refer; they are approximate only and therefore not binding upon CCPI-MEFEC BV.
- 10.3 In case of termination of the Agreement, the Customer is obliged to return all information as referred to in article 10.2 to CCPI-MEFEC BV, as soon as possible after such termination and the Customer shall provide CCPI-MEFEC BV with a written declaration stipulating the Customer has returned all information as referred to in article 10.2.

Article 11 - rescission

CCPI-MEFEC BV is entitled to rescind the Agreement in whole or in part, in case the Customer does not meet its obligations under the Agreement, is declared bankrupt or is granted a moratorium, or the bankruptcy or moratorium of the Customer is requested.

Article 12 - severability

If and to the extent that, in all reasonableness and fairness or by virtue of its unreasonably nature, any of the provisions of the General Conditions cannot be invoked, the provision in question will in any event be accorded a meaning content as closely as possible to the original content and scope of the General Conditions so that this provision can nevertheless be invoked.

Article 13 prevailing language

These General Conditions have been drafted in both English and Dutch languages. In case the text of the Dutch and English version contradicts or differs, the content of the English version of the General Conditions shall prevail.

Article 14 applicable law

Any Agreement concluded with CCPI-MEFEC BV shall be governed by and construed in accordance with the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods is not applicable.

Article 15 - forum

- 15.1 All disputes arising in connection with any Agreement, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. Any dispute shall be composed of one arbitrator. Unless agreed otherwise by parties in writing, the arbitral procedure shall be conducted in the English language and shall take place in Amsterdam, the Netherlands.
- 15.2 Notwithstanding the provision of article 14.1 parties are allowed to submit any dispute solely regarding the non-payment of an invoice, without any material objection against such invoice, to the competent courts of Amsterdam, the Netherlands.