

General Terms of Sale, Delivery and Payment of GREENMAX

Filed with the Chamber of Commerce in 's-Hertogenbosch

Article 1 - GENERAL

1. These general terms of sale, delivery and payment apply to all offers and agreements as well as to their implementation in which Jemarel BV, acting under the name of GREENMAX, hereinafter called GREENMAX, acts as seller/contractor, made and/or entered into with third parties, hereinafter called the "other party".
2. These general terms of sale, delivery and payment apply with the exclusion of any general terms and/or conditions used by the other party, unless agreed otherwise in writing.
3. Derogations from and/or supplements to these general terms of sale, delivery and payment can only be invoked insofar as agreed in writing.
4. If these general terms of sale, delivery and payment are derogated from, the other party cannot attach consequences to this for their application in general or in any other specific case, unless agreed otherwise in writing.

Article 2 - OFFERS AND AGREEMENTS

1. All offers and quotations are free of obligation, unless specified otherwise in writing.
2. Agreements come about at the moment that they have been confirmed in writing by GREENMAX.
3. Agreements and/or contracts with employees of GREENMAX are not binding upon GREENMAX until and insofar as confirmed in writing by GREENMAX, or implemented by GREENMAX.
4. Subject to forfeiture, any or alleged inaccuracies in a written confirmation from GREENMAX shall be notified to GREENMAX in writing by the other party within three days after the date of the confirmation.

Article 3 - PRICES

1. All prices are calculated on the basis of delivery ex warehouse GREENMAX, exclusive of VAT, packaging and additional packaging material, unless agreed otherwise in writing.
2. In the event that cost price determining factors change after the offer and/or after an agreement has come about, including among other things taxes, excise duties, import duties and other government levies and charges, exchange rates, wages, contributions, transport costs, prices of items either not purchased from third parties by GREENMAX and/or other factors, that (co)determine the price of the work or as the case may be the items, GREENMAX shall be entitled to change the price mentioned in the offer and/or the agreed price accordingly, even if the price change was to be expected. The other party shall at all times be bound by these price changes.

Article 4 - DELIVERY

1. Delivery takes place ex warehouse GREENMAX, unless agreed otherwise in writing.
2. Delivery dates are agreed in writing.

Quoted delivery times are by approximation only. Delays in delivery times never entitle the other party to compensation or to the right to claim dissolution or annulment of the agreement. After expiry of the specified delivery times the other party is entitled to give written notice of default to GREENMAX, whereby the other party shall grant GREENMAX a term of at least the initially specified delivery time to meet the obligations after all. The other party is entitled to dissolve the agreement if GREENMAX fails to fulfil its obligations. However, GREENMAX is never obliged to pay compensation.

3. If delivery ex warehouse GREENMAX has been agreed, delivery takes place at the moment that the items have been set apart for the other party.
4. If the other party does not take receipt of the purchased items, or does not collect them or does not have them collected, they shall remain at its disposal for three weeks. During this period of time the items are stored for the account and risk of the other party. After three weeks GREENMAX is entitled to dissolve the agreement, in which case GREENMAX is entitled to claim the damage suffered and yet to be suffered from the other party.
5. GREENMAX is entitled to perform an agreement in parts and to claim payment for the part of the agreement that has been performed.

Article 5 - NON-ATTRIBUTABLE BREACH

1. If GREENMAX is prevented from fulfilling the agreement as a result of a non-attributable breach, GREENMAX shall be entitled to suspend the performance of the agreement and therefore can no longer be compelled to adhere to the agreed delivery times. On that account the other party shall not be entitled to claim compensation for costs, damages or interests.
2. Non-attributable breaches shall include: war, threat of war, mobilization, call to arms, state of siege, industrial action or closure, fire, poor weather conditions, accidents and illness of staff, operational failure, stagnation in transport, import/export restrictions or other restrictions from the authorities, as well as any impeding circumstance that is not solely dependant on the will of GREENMAX, like the non-delivery or untimely delivery of items or services by third parties engaged by GREENMAX.
3. If the situation of the non-attributable breach continues for more than 10 weeks, both GREENMAX and the other party shall be entitled to dissolve the agreement in whole or in part. GREENMAX shall never be liable for damage that the other party could suffer as a result.
4. If GREENMAX has already fulfilled part of its obligations or can only partly fulfil its obligations when the non-attributable breach commences, GREENMAX shall be entitled to invoice separately the part already supplied or the part that can be supplied and the other party shall be obliged to pay this invoice as if it were a separate contract.

Article 6 - INSPECTION AND COMPLAINTS

1. The other party is obliged to send an accurate and detailed written notification to GREENMAX of any objections at the time of or at the latest immediately after receipt of the goods but in any case within 8 days after receipt, subject to forfeiture of the right to allege afterwards that the delivered goods were not in accordance with the agreement.
2. If GREENMAX considers the objections from the other party well-founded, GREENMAX shall be entitled -at its discretion- to replace or repair items free of charge or to apply a reasonable price reduction.
3. Supplied items can only be returned to GREENMAX, for any reason whatsoever, after prior written authorization and dispatch instructions and/or other instructions from GREENMAX. The transport and all associated costs shall be for the account of the other party. At all times the items shall remain for the account and risk of the other party. GREENMAX shall reimburse the transport costs if it is established that it concerns defective items for which GREENMAX is liable.

4. Failure by the other party to comply with customary measures, instructions or operating instructions as regards the delivered items shall release GREENMAX from any liability.
5. Complaints shall not suspend the payment obligations of the other party.
6. If the other party has not filed a written objection with GREENMAX within 8 days after the invoice date, this invoice shall provide full evidence against the other party.

Article 7 - PAYMENT

1. Payment shall take place without deduction or settlement within 30 days after the date of invoice in the manner indicated by GREENMAX, unless otherwise agreed in writing.
2. GREENMAX shall at all times be entitled to claim whole or partial prepayment of the invoice price from the other party.
3. GREENMAX shall be entitled to separately invoice partial deliveries.
4. If no timely payment is received, GREENMAX shall be entitled to suspend fulfilment of its obligations, including the delivery of goods, also those on account of other agreements, until the amount owed has been paid.
5. If no timely payment is received, the other party shall furthermore without further notice of default owe 1.5 % interest per month over the invoice amount, calculated from the due date up to and including the date of payment, whereby a part of a month shall be counted as a whole month.
6. All costs relating to the collection of the payment, including extrajudicial collection costs and pre-procedural costs shall be for the account of the other party. The extrajudicial collection costs shall be calculated with the aid of the Voorwerk II report.
7. Before fulfilling its obligations, GREENMAX shall at all times be entitled to require sufficient security in its opinion for the fulfilment of the obligations of the other party, if in the opinion of GREENMAX circumstances so demand. Refusal of the other party to provide the desired securities shall entitle GREENMAX to dissolve all agreements, without prejudice to its right to claim reimbursement of expenses and loss of profits.
8. The entire invoice amount shall be immediately and fully due and payable in the event of non-punctual payment of an agreed instalment, and also if the other party becomes bankrupt, applies for a (provisional) moratorium, if an application for a guardianship order has been submitted for it, if any of the items and/or claims of the other party has been attached, if the other party dies, goes into liquidation, or is dissolved. The other party is obliged to inform GREENMAX immediately about the above-mentioned situations.
9. Payments made by the other party shall always first serve to settle the costs due, then the interest due and finally the longest outstanding claimable invoices, even if the other party states that payment relates to a later invoice.
10. GREENMAX shall be obliged to delegate overdue amounts owed to its credit insurance company.

Article 8 - LIABILITY

1. GREENMAX shall not be liable for any losses whatsoever, direct and/or resulting damage, including damage to items of the other party, to persons or items of third parties, arising from any cause whatsoever, except in case of gross negligence or intent on its part.
2. Likewise, GREENMAX shall not be liable in the sense meant above for actions by its employees or other persons within its control, including (gross) negligence or intent on the part of those persons.
3. If on the basis of facts and/or circumstances then known to it GREENMAX proceeds to exercise a right of suspension or a right of termination, while afterwards it is irrevocably established that the exercise of such a right has taken place erroneously, GREENMAX shall not be liable and not be obliged to pay any compensation.
4. GREENMAX shall not take out any insurance for any type of damage to items of the other party that are in the custody of GREENMAX.
5. In cases where GREENMAX is liable, the liability for damage shall be limited to the cover of its business liability insurance, if and insofar as the business liability insurance then applies. If and insofar as the business liability insurance does not cover certain damage, liability for damage shall be limited to the net invoice value of the delivered items.
6. The other party shall indemnify GREENMAX against any claim for damages from third parties, regardless of the cause.

Article 9 - CANCELLATION / DISSOLUTION

1. If the other party cancels a given order in whole or in part, or dissolves an agreement, it shall be obliged to compensate GREENMAX for all costs made with a view to the execution of this order or agreement, respectively (costs of preparation, storage, purchased materials etc.), all without prejudice to the right of GREENMAX to claim compensation on account of loss of profits, as well as for other losses ensuing from the cancellation or dissolution, respectively.

Article 10 - REPRESENTATION

1. If the other party acts on behalf of one or more others, it shall be liable towards GREENMAX as if it were the client itself, without prejudice to the liability of those others.

Article 11 - CONVERSION

1. The nullity or voidability of any provision of these terms or of agreements to which these terms apply, does not affect the validity of the other provisions.
2. GREENMAX and the other party are obliged to replace provisions that are invalid or have been declared void by provisions that have as much as possible the same effect as the invalid provision.

Article 12 - DISPUTES

1. All agreements concluded by GREENMAX are exclusively subject to the law of the Netherlands.
2. The effect of any international treaty relating to the purchase of movable tangible properties, the effect of which can be precluded between parties, is not applicable and is hereby expressly precluded.
3. All disputes arisen in the execution of or in connection with an agreement shall be resolved exclusively by the District Court of 's-Hertogenbosch, unless the subdistrict court judge is competent in such a dispute under mandatory statutory provisions.
4. In the event of disagreement about the interpretation of these general terms of sale, delivery and payment the Dutch text shall be binding.

Heeswijk-Dinther, April 2012