

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

QP - the private company with limited liability Q-Pall BV., the user of these general terms and conditions. Principal – any (potential) other party in a QP contract, the written confirmation by QP of the written acceptance of an offer by the principal, within 2 days after this acceptance.

Article 2 Applicability

These terms and conditions apply to any offer made by QP and to every contract between QP and the principal, and exclude general terms and conditions applied by the principal, except in as far as specific deviations are permitted to these conditions in writing.

Article 3 Tenders

The tenders issued by QP are free of obligation unless specifically stated otherwise in writing by QP. QP is entitled to recall a free of obligation tender within 2 working days after written acceptance of this tender by the principal.

Article 4 Price

4.1 All prices stated by QP exclude VAT, unless QP has specified otherwise in writing.

4.2 The prices stated by QP are calculated on the basis of the price level of the factors that determine the price on the tender date, including the exchange rate of foreign currencies (used by QP suppliers). QP is entitled to increase the price at any time if the price level of the factors determining the price rises.

4.3 If the price increase is more than 10%, the principal has the right to dissolve the contract. The principal must, if he/she uses the entitlement to dissolve the contract, inform QP by means of registered letter within five days after the announcement of the price increase.

Article 5 Extra work and extra costs

5.1 Extra work is all work desired by the principal, including changes to the agreed work, that was not included in the tender presented by QP. When QP receives a request for extra work it will provide the principal with a tender. QP is entitled to reject the request for extra work. Any such rejection is without prejudice to the applicability of any (original) contract between parties.

5.2 QP is entitled to charge extra costs to the principal amounting to 10%, minimum Euro 227, if QP is unable to execute the work at the agreed time due to actions taken or omitted by the principal.

5.3 This also includes the provision of incorrect or incomplete information by the principal and also the failure to provide this data on time and the failure to provide cooperation, insufficient cooperation or late provision of cooperation that may be reasonably expected from the principal.

Article 6 Delivery

6.1 An agreed delivery tie is not a deadline unless otherwise specifically agreed. Exceeding a delivery period does not provide the principal with grounds to dissolve the contract.

6.2 If the principal refuses or neglects to accept the goods they will be stored at the expense and risk of the principal. The principal is then liable to pay all supplemental costs.

6.3 QP is entitled to implement partial deliveries. FF is then entitled to invoice each part separately.

Article 7 Payment

7.1 Payment must take place within 30 days after the invoice date, unless a different period has been agreed in writing with QP, by means of a legal form of transfer in the Dutch currency and in a manner specified by QP. When this period has elapsed the principal is in default. From that moment, the principal owes interest on the payable sum equal to the statutory annual interest rate of 1%.

7.2 In the case of liquidation, bankruptcy or suspension of payments on the part of the principal, the sums due will be payable immediately.

7.3 Payments made by the principal cover all interest due and costs in the first place, and the invoices that have been outstanding longest in the second place. All payments made by the principal must take place without any right to deferral, discounts or settlement.

Article 8 Debt collection costs

If the principal is in default or fails to fulfil one or more of his obligations, all costs incurred by QP involved with debt collection, both judicial and extra-judicial, will be charged to the principal. In that case, the principal owes a sum of at least 15% of the outstanding sum, with a minimum of Euro 114. If QP demonstrates that it has incurred higher costs, these will also be eligible for reimbursement.

Article 9 Retention of title

9.1 The goods supplied by QP remain the property of QP until the principal has fulfilled all the following obligations pursuant to all contracts concluded with QP: the reciprocation in relation to the actual good/gods supplied or to be supplied, any claims brought by QP due to the principal's failure to meet contract stipulations.

9.2 The principal is not entitled to pledge the goods or to attach any other (limited) right to them. If third parties wish to attach rights to the goods supplied under retention of title or enforce rights, the principal is obliged to inform QP immediately and to inform third parties with regard to the right of QP in relation to the goods.

9.3 If the principal fails to fulfil its obligations or if there is a grounded fear that this failure will occur, QP is entitled to reclaim goods delivered under retention of title referred to in clause 1 from the principal or third parties supervising the goods on behalf of the principal. The principal is obliged to provide full cooperation, with a penalty of 10% of the sum due per day for failure to do so.

9.4 The principal agrees, at the first request of QP, to insure the goods delivered under retention of title and to maintain this insurance against fire, explosions and water damage and theft and to allow QP to peruse the relevant policies. All insurance claims brought by the principal relating to goods delivered under retention of title will be pledged to QP in the manner prescribed in art. 3:239 BW. The claims obtained by the principal against its purchasers when selling on goods supplied by the principal under retention of title will be pledged to QP in the manner prescribed in art. 3:329 BW. The goods delivered under retention of title will be marked as the exclusive property of QP. Cooperation will be given for reasonable measures taken by QP to protect its right of ownership in relation to the goods and that do not unreasonably hinder the principal in its normal business operations.

Article 10 Guarantee

10.1 In the tender QP will specify whether and under what conditions guarantees will be provided. QP will never provide guarantees with a scope greater than its tender and the guarantees from its suppliers.

10.2 In any case, all guarantees provided by QP lapse if – the principal and/or third parties have changed or repaired the goods delivered without prior written permission from QP. Or if the principal has failed to use and/or maintain the goods in the correct manner.

Article 11 Faults

As soon as the delivery takes place the principal must check whether the goods meet the specifications in the contract. If visible faults are observed the principal must report these to QP clearly and in writing within 8 days after delivery. Faults that are invisible must be reported by the principal clearly and in writing to QP within 8 days after detection, and no later than 2 weeks after delivery.

Article 12 Liability

QP is only liable for direct damage that is caused intentionally or due to gross negligence. Any liability on the part of QP is limited to the net invoice price, and QP is never liable for any indirect damage.

Article 13 Force majeure

13.1 The term force majeure refers to circumstances that hinder the fulfilment of the obligation and that cannot be accounted to QP.

13.2 In any case, the term force majeure refers to – delays, stagnation in deliveries by suppliers to QP, no or incomplete delivery by QP suppliers, a lack of raw materials and other items or services required for QP to fulfil the contract, and transportation problems.

13.3 During force majeure the delivery obligation and other obligations on the part of QP are suspended. If the period in which fulfilment of the obligations on the part of QP is not possible has a duration exceeding 2 weeks, both parties are entitled to dissolve the contract, without this creating any obligation to provide restitution for damages.

13.4 If QP has already fulfilled a portion of its obligations when the force majeure starts or is only able to fulfil part of its obligations, it is entitled to invoice the delivered/to be delivered part separately. The principal is obliged to pay this invoice as if it related to a separate contract.

Article 14 Dissolution

QP has the right to dissolve the contract with the principal immediately and without judicial intervention if – QP is made aware of facts after the conclusion of the contract that give QP reasonable grounds to fear that the principal will fail to fulfil his obligations. QP has requested the principal to provide security for the fulfilment of his obligations when creating the contract, and this security is not provided or is insufficient. The principal is under administration, declared bankrupt or decides to liquidate or discontinue his business.

Article 15 Cancellation

If the principal cancels the contract(s) with QP partially or completely, the principal is liable to pay a cancellation penalty equal to 10% of the agreed price, without prejudice to the right of QP to other damage compensation.



Article 16 Miscellaneous

In the case of a repair contract, all items to be replaced become the property of QP.

Article 17 Disputes and applicable law

Every dispute between QP and the principal will, on condition that the court has the relevant authority, be brought before the court in 's-Hertogenbosch. Dutch law applies exclusively to all contracts between QP and the principal, with the exception of the Viennese purchasing treaty (UN purchasing treaty, signed on 11 April 1980 in Vienna).

Q-Pall BV - 2005

