



**General terms Lagaay International B.V. with its registered office in Rotterdam, filed at the registrar of the court in Rotterdam at Wilhelminaplein 100 /125.**

1. In these terms Lagaay International shall be taken to mean: Lagaay International B.V., with its registered office in Rotterdam, Nederland, registered in the trade register of the Chamber of Commerce in Rotterdam under number 24310212.
2. In these terms "Purchaser" shall be taken to mean: each (legal) person who has concluded an agreement with Lagaay International or wishes to conclude an agreement with Lagaay International and, in addition to this legal person, also his representative(s), authorised agent(s) and legal successor(s).

**Article 1: General/Applicability**

1. These general terms shall apply to all offers by Lagaay International to Purchaser and to all agreements between Lagaay International and Purchaser, and concern all items, services and other activities to be delivered by Lagaay International.
2. Departures from these terms shall only be valid if and in so far as they have been agreed in writing between Lagaay International and Purchaser.
3. The applicability of the general terms of Purchaser (to which a reference is made in documents from Purchaser) shall be explicitly rejected in this respect.
4. All offers of Lagaay International shall be free of obligations and shall not commit Lagaay International, unless explicitly agreed otherwise in writing.
5. An agreement shall only be concluded when Lagaay International has confirmed the assignment of Purchaser in writing or when Lagaay International commences the implementation of the assignment.
6. Lagaay International shall never agree to undertake the transport of goods. In the event Lagaay International agrees to undertake forwarding in the broadest sense (including acting as a tax representative), the version of the Dutch Forwarding Terms (General terms of FENEX, Dutch Organisation for Forwarding and Logistics) that was most recently filed at the Registrar of the courts in Amsterdam, Arnhem, Breda and Rotterdam shall apply, in addition to these terms.

**Article 2: Prices**

1. All prices shall be net prices and exclude VAT, transport and packaging costs, unless explicitly agreed otherwise in writing, and shall be based on the prices and exchange rates that apply at the time of the offer.
2. If material prices, freight charges, wages, taxes, import duties, levies or other expenses on the part of the government are introduced or increased after the date of conclusion of the agreement with Purchaser, however before the delivery of the items and/or services and/or other activities, as well as in other cases when certain factors increase the price in the opinion of Lagaay International, for example exchange rate fluctuations, price changes regarding raw materials and semi-finished products, and price changes introduced by suppliers, Lagaay International shall be entitled to change the agreed price and charge a proportional increase of the price to Purchaser, without Purchaser being entitled to dissolve the agreement.
3. Lagaay International shall notify Purchaser at once about price increases.

**Article 3: Delivery of items, services and other activities, providing samples**

1. Delivery shall take place on the basis of the stipulation "ex works", in conformity with Incoterms 2010 or its most recent publication, unless explicitly agreed otherwise in writing.
2. Partial deliveries shall be allowed and can be charged by Lagaay International at once.
3. The terms of delivery as stated by Lagaay International for items, and implementation periods for services and/or other activities shall apply as indicative, they shall never be considered as fatal periods and shall not be binding for Lagaay International.



4. If the delivery periods and implementation periods are exceeded, this shall not entitle Purchaser to claim compensation in whatever form, to not accept the agreement or entirely dissolve the agreement or partly or wholly suspend the compliance with any obligation of Purchaser from the agreement, unless Purchaser is entitled to do this by virtue of statutory provisions (imperative law). The obligation of Lagaay International to supply shall be complied with by offering the items once-only. The receipt signed by Purchaser or by the person who represents Purchaser shall serve as conclusive evidence of delivery.
5. If Purchaser does not take delivery of items or does not do this within the specified time, Lagaay International shall be entitled to store the items at the risk of Purchaser or, at its option, to sell them to a third party. Storage and other costs shall be incurred by Purchaser.
6. When the required data for the implementation of the delivery have not been made available to Lagaay International within the specified time by Purchaser, the delivery periods shall in any case be deferred with the same period.
7. Samples shall only be provided by way of specification, without the item having to comply with this sample.

#### **Article 4: Payment**

1. All payments shall take place within 30 days after the invoice date, unless explicitly agreed otherwise in writing.
2. In case of overdue payment, Purchaser shall be in default without further notice of default and Purchaser shall pay a contractual interest equal to 2% above the commercial interest as from the due date. All extrajudicial collection costs incurred by Lagaay International that go beyond sending a single (possibly repeated) warning or merely submitting a (non-accepted) settlement offer, obtaining simple information or drawing up a file in the usual way shall be incurred by Purchaser. These extrajudicial costs shall be fixed at a minimum of 15% of the amount to be collected, with a minimum of Euro 1,000.-.
3. Purchaser shall not be allowed to set off a claim of Purchaser against Lagaay International against a claim of Lagaay International against Purchaser.
4. Payments by Purchaser shall first be deducted from the extrajudicial and judicial (collection) costs to be paid by Purchaser, the interest and subsequently from demandable invoices, whereby older invoices have priority to new invoices, irrespective of whether the indications of payments are different.

#### **Article 5: Packaging**

1. The packaging and labelling of products to be supplied shall be determined by Lagaay International as a good entrepreneur in conformity with the applicable statutory standards.
2. Purchaser shall be responsible for storage or processing of the empty/used packaging materials in conformity with the applicable statutory provisions.
3. The pallets, crates etc. made available by Lagaay International for packaging and shipment, whether or not with a deposit, shall remain the inalienable property of Lagaay International.
4. Purchaser shall be obliged to return this packaging at its own expense and risk to Lagaay International, to the address stated by Lagaay International, unless explicitly agreed otherwise.
5. The packaging possibly charged by Lagaay International shall be credited at the full price, providing it is in a good condition and providing it is returned carriage paid within one month after the date of the invoice in question.
6. Lagaay International shall be entitled to charge Purchaser for the costs of replacement, repair or completion with regard to returned damaged or incomplete packaging materials/packaging, to be decided by Lagaay International based on fairness and reasonableness. If Lagaay International charged a deposit for the packaging, it shall be entitled to deduct these costs from the deposits to be credited and, if necessary, recover the extra costs from Purchaser.



**Article 6: Retention of title, right of pledge and right of retention**

1. Lagaay International shall supply the items to Purchaser on the suspensive condition that Purchaser fully meets its obligations that exist towards Lagaay International at any moment. The retention of title implied in this also includes (i) new items created with the supplied items, (ii) all claims regarding considerations of items supplied on the basis of this agreement or any other agreement of whatever nature by Lagaay International to Purchaser or items, services and/or other activities still to be supplied by Lagaay International to Purchaser and, (iii) claims due to failure in complying with the agreements referred to under (ii), which result in damages and compensation of extrajudicial and judicial costs, including contractual and statutory interests, fines and incremental penalties.
2. In the event that Purchaser does not comply with its obligations, Lagaay International shall be entitled to take the supplied items back without any warning, notice of default or judicial intervention, without prejudice to the other rights of Lagaay International that are connected to Purchaser failing to comply with its obligations. Purchaser shall make the supplied items available to Lagaay International and, if necessary, offer Lagaay International access to all areas where goods of Lagaay International are located.
3. All items, funds, monetary values, insurance proceeds and/or documents which Lagaay International has in custody and/or shall obtain for whatever reason and/or for whatever assignment for or on account of Purchaser, or which Lagaay International has to pay and/or will have to pay to Purchaser, shall serve Lagaay International as possessory pledge for all claims that Lagaay International has and/or may have against Purchaser.
4. Lagaay International has a right of retention against everyone with regard to all items, funds, monetary values, insurance proceeds and/or documents, which Lagaay International has in custody and/or shall obtain for whatever reason and/or for whatever assignment.
5. If Purchaser does not pay the claim, Lagaay International shall be entitled to sell the security or all items that Lagaay International keeps in custody on account of the right of retention (in public) according to the manner stipulated by law.

**Article 7: Failures; examination and time limits for lodging a complaint**

1. In the event of delivery of items, Purchaser shall examine the supplied items within 14 days after delivery – however in any case before Purchaser uses, consumes or sells on the items - and report any complaints regarding visible failures and/or failures that are observable with any examination in writing to Lagaay International within 5 days after the expiry of the examination period, in default of which each claim of Purchaser against Lagaay International shall lapse. Complaints with regard to failures that are first discovered later when Purchaser uses or consumes the items shall be reported to Lagaay International in writing within 14 days after they should have been discovered in reason by Purchaser, however at the latest 2 months after delivery, in default of which each claim of Purchaser against Lagaay International shall lapse. With regard to items with an expiry date, it applies that each claim of Purchaser against Lagaay International shall lapse when the expiry date printed on the items or on the packaging has expired.
2. In the event of services and/or other activities, Purchaser shall have examined them within 14 days after having completed them and if there are any complaints with regard to visible failures and/or failures that are observable with any examination, Purchaser shall report them to Lagaay International in writing within 5 days after the expiry of the examination period, in default of which each claim of Purchaser against Lagaay International shall lapse. Failures that are first discovered later when Purchaser uses or consumes the items shall be reported to Lagaay International in writing within 14 days after they should have been discovered in reason by Purchaser, however at the latest 2 months after completion of the services and/or other activities, in default of which each claim of Purchaser against Lagaay International shall lapse.
3. Despite possible complaints with regard to failures, Purchaser shall be obliged to pay the agreed price within the specified time.



**Article 8: Guarantee provision**

1. With due observance of article 7 (Failures: examination periods and time limits for lodging a complaint) Lagaay International shall guarantee that the items, services or other activities to be supplied meet the usual requirements and standards that can be set in this respect and that they shall be free of whatever failures. If Lagaay International makes use of services of activities of third parties with the implementation of the agreement or if Lagaay International has used the supplied items of third parties, the guarantee shall be limited to the guarantees provided by these third parties.
2. The guarantee shall apply during 2 months after delivery of the items and/or after performing the services and/or other activities. If there are items for which a latest date of durability has been established, the guarantee shall lapse after this date has expired. If Purchaser has discovered the failure after the expiry of the guarantee period, Purchaser cannot commence legal action anymore or advance defences for the reason that the supplied items, the performed services or activities do not comply with the agreement.
3. If a supplied item does not meet the aforementioned guarantee, the item in question shall be replaced or repaired or compensated entirely or partly, to be decided by Lagaay International without charging costs to Purchaser, on the condition that the complaint has been lodged in good time in accordance with article 7. Items that are returned to Lagaay International for repair and/or replacement and/or compensation shall be sent at the risk of Purchaser. If the implemented services and/or other activities do not comply with the aforementioned guarantee, Lagaay International shall correct the failure(s) that come under the guarantee without charging costs to Purchaser, on the condition that the complaint has been lodged in good time in accordance with article 7.
4. The guarantee shall not apply when the failure was caused as a result of (i) any government regulation regarding the nature or quality of the applied materials, (ii) the failure to comply with instructions of Lagaay International and/or the producer, (iii) incorrect, improper use or misuse, including the use by an incompetent person, (iv) poor treatment, including treatment by an incompetent person (v) maintenance that has not been carried out or which has been carried out incorrectly, (vi) using or letting others use the item for purposes for which the item is not intended.
5. The guarantee shall only be provided to Purchaser and not to successive successors in title.
6. Lagaay International shall not be obliged to provide any guarantee as long as Purchaser has not complied with its obligations.

**Article 9: Liability**

1. The liability of Lagaay International shall be limited to the amount that will be paid under the liability insurances of Lagaay International. If there is no payment under the liability insurances, the liability of Lagaay International shall be limited to the net invoiced value of the items, services or other activities in question (with a maximum of Euro 10,000.- per event or series of events as a result of one and the same cause), unless Purchaser proves that the loss was caused with deliberate intent or through wilful recklessness of Lagaay International itself or its managers.
2. Except for provisions of imperative law with regard to (product) liability, Lagaay International shall not be liable for loss as a result of improper use, processing or treatment of the supplied items, whether or not in violation with the standards and values that apply in the branch.
3. However, Lagaay International shall never be liable for:
  - a. loss, caused by subordinates of Lagaay International and/or by auxiliary persons called in by Lagaay International with deliberate intent or wilful recklessness that can be equated with deliberate intent;
  - b. indirect loss, including indirect loss caused by an inadequate item, consequential loss, lost profit, missed savings, loss caused by product recalls, loss through business interruptions, loss of clients, and loss of reputation and/or goodwill;
  - c. damage to property in the care, custody or control of, but not owned by the insured, including damage that was caused to items in the vicinity of the place where work is carried out as a result of or during the implementation of services and/or other activities.



4. Announcements by or on behalf of Lagaay International with regard to quality, composition, treatment in the broadest sense, possibilities of application, qualities etc. of the goods shall not bind Lagaay International, unless they are drawn up in writing and explicitly in the form of a guarantee.

**Article 10: Suspension, termination and dissolution**

1. Lagaay International shall be entitled to suspend the implementation of the agreement or, at its option, terminate or dissolve the agreement wholly or in part with immediate effect through a written statement and without prior notice of default, notification of judicial intervention, while retaining all its rights to compensation of costs, loss and interest to which it is entitled, and without Lagaay International being obliged to pay any compensation, if:
  - a. Purchaser is declared bankrupt, has applied for a moratorium or bankruptcy or is put into administration;
  - b. Purchaser has not complied with one or several of its (payment) obligations resulting from or otherwise related to the agreement, or has not complied with these obligations properly, fully or in time, or when it is certain that compliance with the obligations will be impossible without a breach;
  - c. Lagaay International has good grounds for fearing that Client will not be able and/or is not or will not be prepared to comply with its obligations;
  - d. Purchaser takes a decision to wind up and/or close down Purchaser's company/activities
  - e. Purchaser loses the disposition over its assets or, when Client is a natural person, is placed under guardianship, or passes away;
2. All claims that Lagaay International should have against Purchaser at the time that one or several conditions apply as referred to in paragraph 1 of this article, shall be due and payable fully and forthwith.

**Article 11: Circumstances beyond one's control**

1. Lagaay International shall not in any event be obliged to comply with its obligations from the agreement, and shall not be obliged to pay any compensation in the event of circumstances beyond its control. Circumstances beyond its control on the part of Lagaay International shall include the following circumstances:
  - a. mobilisation, fire, smoke, explosion, water as an extinguishing agent, theft, natural disasters, job strikes, traffic restrictions, road blockades, war, danger of war, export and import bans, transport problems, restrictive measures of any government, accidents at work and/or operational failures;
  - b. sickness of staff of Lagaay International or staff of auxiliary persons called in by Lagaay International;
  - c. a general lack of required raw materials and other raw materials for realising the items, services or items to be supplied by Lagaay International and/or services required for other activities;
  - d. not foreseeable stagnation with suppliers or other third parties on which Lagaay International depends;
  - e. if Purchaser, third parties of persons for whom Lagaay International is liable do not or do not fully comply with any regulations set by the government or instructions given by the government or on the part of Lagaay International (including those in these terms);
  - f. any failure in performing an activity, which was not assigned to Lagaay International explicitly or separately;
  - g. all other circumstances that Lagaay International could not have avoided, prevented or halted in reason, even if these circumstances could already have been anticipated at the time of concluding the agreement. This shall also include similar circumstances with auxiliary persons as well as an attributable non-performance of auxiliary persons.



2. In the event of circumstances beyond its control, Purchaser shall only be entitled to proceed with dissolving the agreement in so far as agreement cannot be implemented or when it has been established that compliance will not be possible.

**Article 12: Indemnification Purchaser**

Purchaser shall indemnify Lagaay International against claims of third parties to compensate loss resulting from, or related to the delivery of items and/or services and/or other activities by Lagaay International. As part of its obligation to indemnify, Purchaser shall be obliged to compensate the reasonable costs of defence against claims of third parties, amongst others in respect of Lagaay International, unless the loss is the result of deliberate intent or wilful recklessness of Lagaay International itself or of its managers.

**Article 13: Expiry period**

All legal actions and defences of Purchaser and third parties in relation to Lagaay International shall terminate after six months after the expiry of an agreed guarantee period and, if there is no guarantee period, after the end of twelve months, counted from the date of delivery of the items, performing the services or other activities.

**Article 14: Return shipments**

1. Return shipments shall not be allowed without prior written approval of Lagaay International.
2. If return shipments take place without permission, the costs of these return shipments shall be incurred by Purchaser. Moreover, Lagaay International shall be entitled to charge administration costs and be free to store the goods at the expense and risk of Purchaser (if necessary, among third parties) and keep them at the disposal of Purchaser.
3. Return shipments without permission of Lagaay International shall not discharge Purchaser in any way whatsoever from its (payment) obligations.

**Article 15: Applicable law and jurisdiction**

1. All agreements and legal relationships to which these terms apply shall be governed by Dutch law, on the understanding that:
  - a. The United Nations Convention on Contracts for the International Sale of Goods (CISG) (Vienna Sales Convention) shall not apply and shall be excluded explicitly;
  - b. In so far as the retention of title implied in article 6 in these terms is more favourable for Lagaay International, and after the import of the items concerned in a different country than the Netherlands, this retention of title shall be governed by the law of that country to its full extent and in particular also in its full scope.
2. All disputes which arise between Lagaay International and Purchaser shall be submitted to the court in Rotterdam for a decision, with the exclusion of any other court.

**Article 16: Decisive test, change of terms, invalidity and nullity articles**

1. In the event of a difference between the Dutch text of these terms and the text of these terms stated in any other language, the Dutch text of these terms shall be decisive.
2. These terms can be changed by Lagaay International unilaterally.

If an article of these terms should be or become invalid and/or be nullified, the validity of the other articles shall not be affected as a result of this. Instead of the article that has been invalidated and/or nullified, it shall be deemed that the provision has been agreed that most approaches the intention and the spirit of the article that has been invalidated and/or nullified within the scope of what is possible by operation of law.