

GENERAL TERMS AND CONDITIONS

for companies 2016

Joh. Vos Capelle B.V.

Sprang-Capelle

The General Terms and Conditions are available at, and can be downloaded from, the website of Joh. Vos Capelle B.V.: www.voscapelle.nl.

Chapter 1. General Provisions

Article 1. Definitions

a.	Delivery	Placing the items that are to be delivered at the actual disposal of the Buyer/Client
b.	General Terms and Conditions or AV 2016	Joh. Vos Capelle B.V. in Sprang-Capelle's "GENERAL TERMS AND CONDITIONS for companies 2016"
c.	Pesticides	Plant protection products or biocide products as intended in the 1962 Pesticides Act.
d.	The Dutch Civil Code	The Dutch Civil Code
e.	Incoterms	The Incoterms published by the International Chamber of Commerce (ICC) effective at the time the agreement is concluded.
f.	Purchase/sale	The purchase of Products by the other Party/the sale of Products by Vos Capelle
g.	Client	The Party who gives Vos Capelle an order for services, consisting of such things as advice and design or a contract for work.
h.	Organic material	a product that consists fully or partially of organic materials and/or that contains organisms and/or has properties which are related to organic material, including – but not only – potting compost, substrates, seeds, shoots, micro-organisms, saprobionts, culture media, harvest products, etc.
i.	Products	The goods that are to be delivered either as single items or multiple items by Vos Capelle
j.	In writing	Also understood to mean by fax or email.
k.	Vos Capelle	Joh. Vos Capelle B.V. with its registered office at Sprang-Capelle, the Netherlands
l.	Working Day	One calendar day, unless that day falls on day that is generally or locally recognised at the site of the work or prescribed by the government as a day of rest or public festival, public holiday or other leisure day that is not individually arranged.

Article2. Applicability of these Terms and Conditions

1. These Terms and Conditions apply to all legal relationships in which Vos Capelle acts as a seller, supplier of items, service provider or contractor. The applicability of the general terms and conditions used by the Buyer/Client is hereby specifically excluded, unless those terms and conditions have explicitly been accepted by Vos Capelle in writing.
2. These Terms and Conditions do not apply to agreements with consumers as intended in Section 7:5 of the Dutch Civil Code.

Article3. Proposals and formation of agreements

1. All proposals issued by Vos Capelle are subject to contract, unless explicitly stated otherwise; they are valid for thirty days, unless explicitly stated otherwise.
2. An agreement is formed between Vos Capelle and the Buyer/ Client as soon as Vos Capelle has accepted the Buyer/ Client's order or contracts in writing or as soon as Vos Capelle has started to execute that order or contract.
3. Offers and commitments made by intermediaries, representatives, agents or employees called in by Vos Capelle do not commit Vos Capelle unless the arrangements are confirmed in writing by an authorised officer or authorised representative from Vos Capelle.

Article4. Samples, models and illustrations

If Vos Capelle demonstrates or provides a model, sample or illustration or other details, it will be assumed that it is only demonstrated or provided by way of clarification: the properties of the items to be supplied may deviate from the sample, model or illustration unless it was explicitly stated that the item would be supplied in accordance with the sample, model or illustration demonstrated or provided.

Article5. Technical standards, etc.

1. The items supplied by Vos Capelle comply with the technical standards and requirements prescribed by Dutch laws and stipulations and/or European legislation.
2. Other technical standards required by the Buyer/ Client for the items that are to be supplied and that deviate from the standards and legislation specified above should be specifically stated by the Buyer/ Client when the purchase agreement is drawn up.

Article6. Payment

1. In the absence of a non-standard payment term, payment should be made within thirty days of the invoice date:
 - a. either by means of legal currency at the office of Vos Capelle;
 - b. or by transferring the sum due to the bank account number mentioned on the invoice in the name of Vos Capelle.
2. After the arranged payment period has expired, or if no payment period has been arranged, after thirty-day period following the invoice date has expired, the Buyer/the Client will be in default merely by reason of the expired term; the Buyer/ Client shall owe the statutory interest on the due and payable sum from the time the default becomes effective.
3. Vos Capelle may require the Buyer/ Client pay the full sum or a partial sum in advance.

4. In the event the Buyer/ Client goes into liquidation, is declared bankrupt or is granted a moratorium or if the debt management scheme is declared applicable to the Buyer/ Client, the Buyer/ Client's obligations shall become immediately due and payable.
5. Payments made by the Buyer/ Client always serve to firstly pay all interest and costs due and secondly to pay the longest outstanding invoices, even if the Buyer/ Client states that the payment pertains to a later invoice.
6. Payment should be effected without discounts or set-offs.
7. The Buyer/Client should notify Vos Capelle of any complaints pertaining to an invoice within fourteen days of the invoice date. Vos Capelle's records serve as full proof except if the Buyer/Client presents evidence to the contrary.

Chapter 2. Purchase

Article7. Delivery

1. Unless otherwise arranged, deliveries are made in accordance with Incoterms Delivered At Place (DAP) and Vos Capelle determines the means of transport.
2. If the Buyer collects purchased items at Vos Capelle's premises, it should be done in accordance with Incoterms Ex Works (EXW) and the risk is transferred to the Buyer as soon as the items have left the Supplier's warehouse.
3. If one of the "Incoterms" has been arranged as a condition for delivery, the Incoterms effective at the time the agreement was concluded will apply.
4. The Buyer is obliged to collect the items purchased at the time those items are delivered to the Buyer. If the Buyer refuses the collection or neglects to provide information or instructions, the items will be stored at the Buyer's expense and risk. In that event, the Buyer will owe all additional costs, which shall always include the costs of storage and transport.

Article8. Delivery times

An arranged delivery time is not a strict deadline, unless specifically otherwise arranged. Accordingly, in the event of an overdue delivery, the Buyer should notify Vos Capelle in writing that Vos Capelle is in default, granting Vos Capelle a reasonable term to fulfil the contract or order.

Article9. Part deliveries

Vos Capelle is permitted to deliver the products in parts; however, this will not apply if the part delivery does not have an independent value. If the items are delivered in parts, Vos Capelle is also entitled to invoice each part separately.

Article10. Changes to the items to be supplied

Vos Capelle is entitled to supply products that differ from the arranged items if the changes to the items that are to be supplied, the packaging or documents that belong to the items are required so that the items, packaging or documents comply with applicable statutory regulations or if the changes are minor changes that improve the item.

Article 11. Retention of title

1. Items supplied by Vos Capelle remain the property of Vos Capelle until the Buyer has fulfilled all the following obligations that arise from the all (purchase) agreements concluded with Vos Capelle:
 - the consideration (s) for the item(s) supplied or to be supplied;
 - the consideration (s) for the services rendered by Vos Capelle pursuant to the purchase agreement(s);
 - any claims due to the Buyer/Client's failure to fulfil this (these) agreement(s).
2. The legal consequences under property law for an item intended for export are subject to the laws of the country for which the item in question is destined if the retention of title pursuant to the laws of the country for which the item is destined do not lose their effect until the full price has been paid, unless Vos Capelle decides otherwise.
3. Items delivered by Vos Capelle that are subject to the retention of title pursuant to paragraph 1 may only be sold on within the context of normal business operations. For that matter, the Buyer is not entitled to pledge the items or to create any other rights to them.
4. Vos Capelle retains to the rights of pledge to items of which the ownership has been transferred to the Buyer following payment and that are in the possession of the Buyer, as intended in Section 3:237 of the Dutch Civil Code, if the situation arises, for more security for claims other than those mentioned in paragraph 1 of this Article that Vos Capelle for any reason may have against the Buyer. The rights included in this paragraph also apply to the items supplied by Vos Capelle that have been treated or processed by the Buyer, due to which Vos Capelle has lost Vos Capelle's retention of title.
5. If the Buyer fails to fulfil the Buyer's obligations or if there is reasonable suspicion that Buyer shall fail to fulfil them, Vos Capelle entitled to remove or have removed, the delivered items on which the retention of title intended in paragraph 1 rests with the Buyer or third parties. The Buyer is obliged to cooperate fully for this purpose, subject to a fine of ten per cent per day of the sum the Buyer owes.
6. If third parties want to establish or exercise any rights to the items delivered under retention of title, the Buyer is obliged to notify Vos Capelle as soon as may reasonably be expected.
7. On Vos Capelle's demand, the Buyer shall undertake to:
 - insure and keep insured the items delivered under retention of title against fire, explosion and water damage and against theft and to allow inspection of the insurance policy;
 - pledge all claims of the Buyer against insurance companies for the items delivered under retention of title to Vos Capelle in the manner prescribed in Section 3:239 of the Dutch Civil Code;
 - to pledge all claims the Buyer acquires against the Buyer's buyers when selling the items delivered under retention of title by Vos Capelle to Vos Capelle in the manner prescribed in Section 3:239 of the Dutch Civil Code;
 - to mark the items delivered under retention of title as the property of Vos Capelle;
 - to cooperate in other ways with all reasonable measures Vos Capelle wants to take to protect Vos Capelle's retention of title pertaining to

the items and that do not hamper the Buyer unreasonably in the running of the Buyer's business.

Article 12. Faults at the time of the sale

1. The Buyer should inspect (or arrange to have inspected) the items on delivery – as soon as possible after the delivery. If the purchased items contain any organic material, the inspection should be carried out within 24 hours of the delivery at the latest. During the inspection, the Buyer should verify that the delivered items comply with the agreement, namely:
 - that the correct items have been delivered;
 - that the delivered items comply with the agreement as regards the quantity (e.g. the number or amount);
 - that the delivered items comply with the arranged quality standards – or, in the absence of quality standards – with the standards that may be expected for normal use and/or commercial purposes.
2. If any visible faults or deficiencies are discovered, the Buyer should notify Vos Capelle in writing within fourteen days of delivery.
3. The Buyer should report non-visible faults to Vos Capelle in writing within fourteen days of the discovery, though at the latest in the guarantee period or in the absence of a guarantee period, within fourteen days of delivery.
4. Unless the Parties have specifically arranged otherwise, a ten-per-cent deviation margin for the stated sizes, weights, numbers, colours and other properties shall, in all events, not be deemed a failure on Vos Capelle's part.
5. Even if the Buyer submits a complaint in due time, the Buyer's obligation to pay and collect the items that are to be delivered remains effective. Items may only be returned to Vos Capelle with Vos Capelle's prior written permission.
6. If Vos Capelle is forced to call in an expert following a complaint, claim or otherwise to examine the merits of the complaint, the Buyer shall bear the costs of that examination if the aforesaid complaint or claim proves unfounded.

Chapter 3. Contracted work

Article 13. The execution of the agreement

1. Vos Capelle shall execute the agreement with the due care expected of a reliable contractor.
2. If and insofar Vos Capelle deems it necessary for a sound execution of the agreement, Vos Capelle is entitled to call in (a) person(s) appointed by Vos Capelle, including third parties, to do certain work.
3. The Client shall ensure that Vos Capelle is provided with all information of which Vos Capelle has indicated that it is necessary, or of which the Client could reasonably be expected to understand that it is necessary, for the execution of the agreement in due time. If the information necessary for the execution of the agreement is not provided to Vos Capelle in due time, Vos Capelle is entitled to suspend the execution of the agreement and/or charge any costs arising from the delay according to the rates agreed with the Client, or according to the usual rates in the absence of rates arranged with the Client.

4. The agreement will be executed on working days and within normal working hours in normal working circumstances. If the agreement must be executed outside normal working hours and in different working circumstances due the actions of the Client, the Client shall be obliged to reimburse the additional costs involved.
5. Vos Capelle cannot be held liable for damage of any nature caused because Vos Capelle based the work on incorrect and/or incomplete information provided by the Client unless Vos Capelle was aware, or should have been aware, that the information was incorrect or incomplete.
6. If it has been arranged that the agreement is to be executed in stages, Vos Capelle may suspend the execution of those parts that belong to a following stage until the Client has approved, in writing, the results of the previous stage.

Article14. Accuracy of information

1. Vos Capelle may assume the accuracy of the information such as drawings, measurements, calculations, specifications provided by or on behalf of, the Client and the suitability of the materials prescribed by, or on behalf of, the Client. The Client bears the responsibility for the accuracy of the information provided by, or on behalf of, the Client.
2. The Client indemnifies Vos Capelle for every claim made by third parties in connection with the use of drawings, calculations, samples, models, etc. provided by, or on behalf of, the Client.
3. Vos Capelle cannot be held liable for damage of any nature caused because Vos Capelle based the work on incorrect and/or incomplete information provided by the Client unless Vos Capelle was aware, or should have been aware, that the information was incorrect or incomplete.

Article15. Fees

1. Paragraphs 2, 6 and 7 of this Article apply to offers and agreements in which a fixed fee is offered or agreed. If a fixed fee has not been arranged, paragraphs 3 to 7 of this Article apply.
2. The Parties may arrange a fixed fee when the agreement is formed. The fixed fee does not include VAT.
3. If a fixed fee has not been arranged, the fee will be fixed according to actual hours worked. The fee is calculated according Vos Capelle's usual hourly rates, valid in the period during which the work is done, unless a different hourly rate is arranged.
4. Any cost estimates do not include VAT.
5. If the contract has a term of more than one month, the costs due will be charged periodically.
6. Vos Capelle is entitled to charge on increases in the costs, regardless of whether a fixed fee has been arranged or not. Such an increase of the fee may only be charged to the Client one month after the date of the written notice of the increase sent to the Client.
7. If the increase is more than ten per cent, the Client is entitled to cancel the agreement with immediate effect.

Article16. Design Liability

1. In the event of faults in the design, Vos Capelle can only be held liable insofar those faults can be attributed to Vos Capelle.
2. Vos Capelle's liability pursuant to the previous paragraph is limited to the sum arranged for executing the work for the design. If no sum has been arranged, Vos Capelle's liability is limited to ten per cent of the contract price.

Article17. Cancellation of the contract agreement

1. Both Parties may cancel the agreement, in writing or in the same manner in which the agreement was concluded, for compelling reasons as intended in Section 7:408, paragraph 2, of the Dutch Civil Code.
2. In the event of early termination for compelling reasons, the Client shall owe part of the wages, to be arranged in reasonableness, in accordance with the provisions of Section 7:411 of the Dutch Civil Code.

Chapter 4. Installation work – contracted work

Article18. The scope of the work

1. The order for contracted work comprises the entire job, as described in the proposal or specifications. It includes, where necessary – at the Client's request – the training or instructions for operating the installations given by Vos Capelle to the Client, including the Client's staff who will be charged with the operation. Vos Capelle cannot be obliged to start the work before Vos Capelle has all the necessary information and before Vos Capelle, if applicable, has received all payments (in instalments) as arranged.
2. Unless specifically otherwise arranged in writing, the following costs are not included in the contract price:
 - a. the costs of groundwork, pile-driving, chopping, breaking, foundations, brick-laying, carpentry, plastering, repairs or other building work;
 - b. the costs for the prevention or limitation of damage to, or on items, at the site of the work;
 - c. the costs of removing materials, building material or waste;
 - d. travel expenses and subsistence expenses.
3. The Client shall ensure that supply pipes, connections, municipal tax on encroachments in, on or above public land, environmental permits, etc. are arranged or applied for in due time.
4. If Vos Capelle cannot start or continue the work without interruption due to the fact that the other Party has not accordingly provided adequate information, facilities and circumstances, the arising costs and damage will be borne by the Client.

Article19. Changes to the work

1. The Client is entitled to propose changes to the agreement or to the conditions for the execution of the work before or while Vos Capelle executes the work.
2. Changes to the agreement or the conditions for the execution will be arranged in writing – with the exception of urgent situations. The absence of a written contract shall not

affect Vos Capelle's claims or affect contract extras or reductions set off by the Client. In the absence of a written contract, the evidence of the change rests with the person who made the claim.

3. If the Client orders the execution of contract extras, Vos Capelle may charge, by way of advance, twenty-five per cent of the agreed sum. Vos Capelle will only invoice the remaining sum once the additional work is finished or at the next periodic invoice. Unless otherwise agreed, Vos Capelle shall set off contract reductions in the final settlement
4. If the final settlement for the work reveals that the total sum of the contract reductions exceeds the total amount of the contract extras, Vos Capelle is entitled to ten per cent of the difference between those totals.

Article 20. The term of the execution and delayed delivery

1. The execution of the work shall be such that the completion of the work can be delivered within the arranged term.
2. The term of delivery within which the work will be completed will be expressed in workable working days. Working days or half working days respectively are deemed unworkable if the labourers or machines cannot be employed for the larger part – at least five hours or at least two hours respectively – of the day due to circumstances that cannot be attributed to Vos Capelle.
3. Vos Capelle is entitled to extend the term in which the work is to be delivered if, due to force majeure, circumstances attributable to the Client or as a consequence of contract extras or reductions, Vos Capelle cannot be required to deliver the work within the arranged term.
4. If the arranged term of delivery is exceeded it shall never create a right to compensation for damages unless otherwise agreed.

Article 21. Delivery, transfer of risks and maintenance term

1. The work is deemed to have been delivered when Vos Capelle has announced that the work is ready for delivery and the Client has accepted the work. A completion report shall be drawn up to be signed by both Parties for the occasion of the delivery. A fault discovered by the Client that is not acknowledged by Vos Capelle will be reported as such in the completion report.
2. If Vos Capelle has announced that the work is ready for delivery and the Client does not notify Vos Capelle within eight days following that announcement whether or not the Client accepts the work, the work will be deemed delivered.
3. If the Client rejects the work, the Client must do so in writing, stating the faults that are the reason for the rejection. Small faults that can be properly remedied during the maintenance period shall not be deemed reasons for rejection unless the installation cannot be put into operation because of them.
4. If the Client puts the work into operation, the work will be deemed delivered and Vos Capelle cannot be held liable for faults in the work anymore.
5. The Client bears the risk for the work from the day after the work has been delivered.
6. Any faults acknowledged by Vos Capelle will be remedied as soon as possible.
7. A maintenance period of thirty days will become effective the day after the work is deemed delivered.

Chapter 5. Other provisions

The provisions of Chapter 5 apply to all aforementioned agreements.

Article 22. Guarantee

1. Many factors can influence the delivered items and/or services rendered, including the specific properties of a product containing organic material or a pesticide and how the Buyer/Client preserves, stores and/or applies an item according to the instructions on the label, the effects of the weather and external factors such as the presence of micro-organisms at the Buyer/Client's premises. As these factors are beyond the control of Vos Capelle, Vos Capelle can only guarantee the adequate effect of the delivered goods or the intended results of the services rendered to a limited extent.
2. Within the framework of the purchase/sales agreement, Vos Capelle guarantees that the items Vos Capelle delivers are free of design faults, faults in the material and manufacturing faults for a period that equals the manufacturer's guarantee on delivery. Vos Capelle cannot be held liable for the absence of properties of the delivered items that Vos Capelle has not specifically promised.
3. If Vos Capelle determines that a complaint under the guarantee is substantiated, Vos Capelle is only obliged, at Vos Capelle's discretion, to deliver the missing parts or items, to replace the item to which the complaint pertains or to repay the price to the Buyer/the Client on delivery of the items to which the complaint pertains, at the expense of the Buyer/the Client.
4. Vos Capelle is liable for damage caused by a fault in the delivered item pursuant to the provisions of Article 32 (Liability).
5. The guarantee does not cover any damage caused by the Buyer/the Client through incorrect treatment of an item under guarantee. Incorrect treatment is understood to include:
 - improper use;
 - not following the manufacturer's instructions;
 - incorrect maintenance or lack of maintenance;
 - installation, assembly, changes or repairs carried out by the Buyer/ Client or by third parties.
6. The guarantee does not cover any damage if the Buyer/ Client processes the item under guarantee or converts that item into another product.
7. The Buyer/ Client cannot rely on the guarantee if the Buyer/Client has not fulfilled the Buyer/Client's obligations to Vos Capelle.

Article 23. The term of the contract; execution time

Any term arranged for the execution is not a strict deadline, unless specifically otherwise agreed. Vos Capelle will not be in default before Vos Capelle has been given notice of default in writing after the aforementioned period has expired and Vos Capelle has been given a reasonable period for the fulfilment which has expired without being used.

Article24. Faults in the service /contracted work

1. The Client should report complaints about the executed work to Vos Capelle in writing within fourteen days after the discovery, but no later than the end of the guarantee period and/or maintenance period as intended in Article 21, or in the absence of a guarantee period and/or maintenance period, within fourteen days of delivery or completion of the work or delivery.
2. If a complaint is substantiated, Vos Capelle shall as yet execute the work as arranged, unless it has become pointless for the Client, which the Client must demonstrate, stating the reasons. If it is impossible to provide, as yet, the arranged services, Vos Capelle can only be held liable within the limits of Article 32 (Liability).
3. Even if the Client lodges a complaint in due time, the Client's obligation to pay remains unimpaired.
4. If Vos Capelle is forced to call in an expert to examine the merit of a complaint, following a complaint, claim or otherwise, the Client shall bear the costs of that examination if the aforementioned complaint or claim proves unfounded.

Article25. Price increases

1. If Vos Capelle has arranged a specific price for work with the Buyer or the Client, Vos Capelle is nonetheless entitled to raise the price.
2. On delivery, Vos Capelle may charge the price valid in accordance with the price list that is valid at the time of the delivery to the Buyer.
3. If the price increase is more than ten per cent, the Buyer is entitled to dissolve the agreement.

Article26. Changes to the agreement

1. If, during the execution of agreement, it proves necessary for the adequate execution of the agreement to make changes or additions to the work, the Parties will hold consultations and change the agreement accordingly. Oral notices, commitments or arrangements shall not have legal effect unless they have been confirmed in writing by both Parties.
2. If the Parties agree that the agreement or the conditions for the execution as intended in paragraph 1 are changed or supplemented, the time of completion of the execution may be affected. If that is the case, Vos Capelle shall notify the Buyer or Client as soon as possible.
3. If the changes or additions to the agreement have a financial impact on, and/or consequences for, the quality, Vos Capelle shall inform the Buyer or Client in advance. If a fixed fee has been arranged, Vos Capelle shall also indicate how much the changes or addition to the agreement will cause that fee to be exceeded.

Article27. Confidentiality

Both Parties are obliged to maintain confidentiality regarding all confidential information that they have acquired within the context of their agreement from each other or from another source. Information is considered confidential if it is designated as such by the other Party or if that ensues from the nature of the information.

Article 28. Intellectual property

1. Without prejudice to the provisions of Article 27 (Confidentiality) of these Terms and Conditions, Vos Capelle retains the rights and entitlement accorded to Vos Capelle pursuant to the Copyright Act and all other possible industrial property rights to all documents, such as offers, reports, advice, technical descriptions, calculations, designs, sketches, drawings, images, software, data carriers, etc. provided by Vos Capelle.
2. The documents intended in paragraph 1 are only intended to be used by the Client within the framework of the agreement and may not be reproduced, published or disclosed to third parties by the Client without Vos Capelle's prior permission.
3. The Client should return the information provided to the Client on Vos Capelle's demand and within a reasonable term fixed by Vos Capelle.
4. Vos Capelle also retains the right to use the increased knowledge acquired through the execution of the work for other purposes than for the execution of the agreement insofar no confidential information is thereby disclosed to third parties.

Article 29. Penalty clause

1. If the Client fails to fulfil the obligations intended in Article 27 (Confidentiality) and/or Article 28, paragraph 2 (Intellectual Property) or fails to fulfil them adequately, the Client shall incur a fine, immediately due and payable to Vos Capelle, of EUR 25,000.00 outright.
2. If the Client fails to fulfil the obligation intended in Article 28, paragraph 3 (Intellectual Property) or fails to fulfil it adequately, the Client shall incur a fine, immediately due and payable to Vos Capelle, of EUR 1,000.00 for every day the failure continues.
3. The fines are due merely by breach or merely by the lapse of a certain term without requiring notice of default, without prejudice Vos Capelle's right to compensation for any losses that might exceed this and without prejudice to Vos Capelle's right to demand simultaneously both the payment of the fine and fulfilment of this agreement.

Article 30. The termination of the agreement

1. Vos Capelle's claims against the Buyer/ Client become immediately due and payable if:
 - a. after the agreement has been concluded, Vos Capelle has become aware of circumstances that give good reason to fear that the Buyer/ Client will not fulfil the Buyer/Client's obligations;
 - b. Vos Capelle has requested the Buyer/the Client to provide security as regards the fulfilment and the security fails to materialize within the set term or is inadequate.
2. In the cases listed in paragraph 1, Vos Capelle is entitled to suspend the further execution of the agreement or to terminate the agreement, all of which is without prejudice to the right to claim compensation for damage.
3. If circumstances arise concerning persons and/or material with whom or with which Vos Capelle operates or tends to operate and are of such a nature that the execution of the agreement becomes impossible or inconvenient to such an extent or becomes disproportionately expensive that fulfilment of the obligation pursuant to the agreement cannot be required in reasonableness, Vos Capelle is entitled to dissolve the agreement.

Article31. Dissolution

1. Without prejudice to the provisions provided by law, Vos Capelle is entitled to dissolve an agreement without requiring notice of default, fully or partially, if:
 - a. the Buyer or Client files for a (temporary) moratorium, or a (temporary) moratorium is granted to the Buyer or Client;
 - b. the Buyer or Client files for bankruptcy or is declared bankrupt;
 - c. the Buyer or Client's company goes into liquidation or the Buyer or Client's company's operations are discontinued;
 - d. a considerable part of the Buyer or Client's capital is seized, or the Buyer or Client must no longer be deemed to capable of fulfilling the obligations arising from the agreement;
2. Obligations that, according to their nature, are intended to continue even after the dissolution or termination of an agreement shall remain effective after dissolution or termination.

Article32. Liability

1. The guarantee as specified Article 22 (Guarantee) of these Terms and Conditions applies to faults in delivered items.
2. Without prejudice to provisions elsewhere in these General Terms and Conditions, any liability other than the liability intended in paragraph 1 to which Vos Capelle can be held is limited to the sum paid out by the insurance company raised by the excess. If the insurance company does not pay in any case or if the damage is not covered by the insurance, Vos Capelle's liability is limited to the sum invoiced for the delivery/contract in question.
3. If the damage does not exceed Vos Capelle's excess, Vos Capelle shall only compensate for the damage if the insurance company would have paid out for compensation pursuant to the policy or if the insurance company would have granted cover if the sum of the damage exceeded the excess.
4. Vos Capelle can never be held liable for indirect and/or consequential damage, which is understood to include damage to growth, loss of profits, business interruption loss or lost turnover.
5. The limits to the liability included in these Terms and Conditions do not apply if the damage is attributable to intent or deliberate recklessness on the part of Vos Capelle or its management.
6. All legal proceedings for damages by reason of Vos Capelle's liability shall be barred after one year as of the time of the item's delivery or the contract's completion.

Article33. Force majeure

1. Force majeure is given to mean circumstances that obstruct the fulfilment of the agreement and that are not attributable to Vos Capelle, including (if and insofar those circumstances make the fulfilment impossible or unreasonably difficult to fulfil): the discontinuation of the business activities of other companies other than Vos Capelle, wildcat strikes or political strikes in Vos Capelle's company; a general lack of necessary raw materials or other items or services necessary for achieving the arranged

performance; unforeseen interruption of suppliers' or other parties' business operations on which Vos Capelle depends and general transport problems.

2. Vos Capelle is also entitled to rely on force majeure if the circumstances that obstruct Vos Capelle's (further) fulfilment arise after Vos Capelle should have fulfilled Vos Capelle's agreement.
3. Vos Capelle's obligations of delivery and other obligations shall be suspended during the term of force majeure. If the period in which, due to force majeure, the fulfilment of the obligations by Vos Capelle is not possible lasts longer than one month, both Parties are entitled to dissolve the agreement without creating an obligation to pay damages.
4. If Vos Capelle, when the force majeure occurs, has already fulfilled part of Vos Capelle's obligations, or can only fulfil part of Vos Capelle's obligations, Vos Capelle is entitled to invoice the delivered or deliverable part separately and the Buyer/ Client is obliged to pay that invoice as if it were a separate contract. However, this does not apply of the part that has already been delivered or the deliverable part does not have any independent value.

Article34. Collection costs

1. If the Buyer/ Client fails to fulfil the Buyer/Client's obligations, or fails to fulfil them in due time, all costs involved in settlement out of court, in addition to the arranged price and costs, shall be borne by the Buyer/ Client, including the costs for drawing up and sending reminders, making proposals for settlements and gathering information. Those costs are fixed at fifteen per cent of the invoiced sum, with a minimum of EUR 250.00. If Vos Capelle demonstrates that Vos Capelle has incurred higher costs, those costs will also qualify for compensation.
2. If the Buyer/ Client is a consumer, the calculation of the out-of-court costs will be based on the Extrajudicial Collection Costs (fees) Decree (Graduated Scale for Extrajudicial Collection Costs).
3. The Buyer/ Client shall owe Vos Capelle the legal costs incurred by Vos Capelle in all instances, except insofar the Buyer/ Client proves that those costs are unreasonably high. This only applies if Vos Capelle and the Buyer/ Client have started legal proceedings in connection with an agreement to which these General Terms and Conditions and a court finds the Buyer/ Client is to be fully or predominantly in the wrong.

Article35. Partial voidness

1. The voidness of any provision of these General Terms and Conditions shall not affect the validity of these Terms and Conditions.
2. If Vos Capelle does not always require a strict observance of these General Terms and Conditions, it shall not mean that Vos Capelle waives any right to require strict observance of the Terms and Conditions in any case.

Article36. Dispute resolution

The competent Dutch court in Vos Capelle's domicile/registered office has the exclusive jurisdiction to hear all disputes that might arise between Vos Capelle and the Buyer/ Client. A dispute exists if one of the Parties notifies the other Party of it in writing.

Article37. Applicable law

1. Every agreement between Vos Capelle and the Buyer/ Client is governed by Dutch law and are not subject to the Vienna Sales Convention /Convention on the International Sale of Goods 1980 (CISG).
2. If an agreement, or any other document of Vos Capelle, is drawn up in Dutch, the Dutch text shall take precedence over the English text. The Dutch text of the General Terms and Conditions take precedence over the English text.

Article38. Amendments to the Terms and Conditions

1. Vos Capelle is entitled to amend these Terms and Conditions. Those amendments shall come into effect at the time announced.
2. Vos Capelle shall send the amended Terms and Conditions to the Buyer/Client in due time. If Vos Capelle has not announced the time the amendments will take effect, the amendments shall become effective for the Buyer/ Client as soon as the Buyer/Client has been informed of the amendments.

Drawn up on 6 april 2016