HARRY VRAETS MACHINERY

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YOUR PARTNER IN MACHINE TOOLS

TERMS AND CONDITIONS OF DELIVERY OF HARRY VRAETS MACHINERY B.V. Chamber of Commerce number 08722517

1. Unless the parties explicitly agree otherwise in writing these General Terms and Conditions govern all agree ments that Harry Vraets Machinery B.V. (referred to below as 'Vraets') concludes as the contractor/seller/trader with third parties (referred to below as the 'Buyer'). The applicability of any divergent terms and conditions is explicitly rejected. These Terms and Conditions have also been filed in English. The text of the Dutch version is decisive. If one or more of the provisions contained in these Terms and Conditions are null and void, that will not affect the validity of the remaining provisions.
2. All offers are without engagement unless the offer in question specifically indicates otherwise. Descriptions contained in offers and the prices indicated are conditional and are merely approximations. Vraets is not liable for any omissions, errors or mistakes.
3. The agreement is concluded when the assignment confirmation is sent to the Buyer and will not be binding on Vraets until that time.
4. Vraets reserves the copyright in respect of the pictures, sketches and drawings provided with the offers. They may not be copied, shown to third parties or used in any other manner without its written permission.
5. Delivery will be made ex works in the Netherlands or Belgium. Delivery periods are not of the essence; they are merely estimates. If a delivery period is exceeded that will not lead to any right to compensation unless there has been an intentional act or omission or gross negligence on the part of the management of Vraets.
6. Vraets is not liable for material damage, consequential damage (such as but not limited to time lost, stoppage and/or manufacturing loss) or any other damage that the Buyer sustains in connection with the agreement(s) concluded with the Buyer.
7. The goods sold are sold and delivered 'as is, where is', without any guarantee in respect of their operation, without any indemnification against hidden or unhidden defects and to the exclusion of Articles 7:15 and 7:17 of the Dutch Civil Code (Burgerlijk Wetboek), unless the assignment confirmation contains an explicitly agreed guarantee. Regardless of whether any guarantee is given, the Buyer is obliged to thoroughly inspect the goods for defects immediately after they are delivered and to notify Vraets immediately by telephone if any defects are discovered. The Buyer in any event will not be entitled to invoke a defect in respect of the performance if it has not notified Vraets in writing within three days after the discovery. The Buyer waives the right to dissolve the agreement or declare it void in connection with defects or non-conformity of the goods sold except in the event of an intentional act or omission or gross negligence on the part of the management of Vraets.
8. The Buyer is prohibited from importing into the European Economic Area any goods that are sold to it that are not provided with the CE mark or to trade in such goods within that Area if a CE mark is required in order to trade in or import such foods. The Buyer indemnifies Vraets against any and all damage, costs and interest that result from a violation of this provision. Vraets is not liable for the presence of a CE mark on the goods sold, or any lack thereof.
9. The goods that have been delivered will remain the property of Vraets until the Buyer has made payment in full. The Buyer will be entitled to notify Vraets in writing within 2 x 24 hours insofar as any third parties attempt to enforce rights in respect of the goods that are covered by this reservation of title, on pain of a penalty equal to 10% of the purchase price, without prejudice to Vraets's right to claim damages and/or specific performance.
10. Assembly is not included unless the parties agree otherwise, in which case the Buyer warrants that the assembly can take place without delay or hindrance within the agreed term. The Buyer will owe Vraets an hourly fee for assembly, plus any extra travel and accommodation expenses.
11. The Buyer guarantees that the amount due will be paid in a timely manner. In the event that the term for payment is exceeded Vraets will be entitled to charge statutory commercial interest plus 5%. In the event that payment is not made or is not made in a timely manner the Buyer will also owe all judicial or extrajudicial costs that are incurred in order to collect the claim. Such extrajudicial costs are set at 15% of the claim, with a minimum of EUR 2,500.
12. The Buyer will be entitled to cancel the agreement only in consultation. Cancellation or failure to perform on the part of the Buyer will entitle Vraets to dissolve the agreement, in which case the Buyer will owe an amount equal to 30% of the purchase price as a cancellation fee, to be set off against any deposit, without prejudice to Vraets's right to claim compensation of any excess damage from the Buyer.
13. The following incidents will be deemed to comprise force majeure for Vraets in respect of its duty to comply with its obligations, in addition to the applicable statutory scheme: untimely delivery by Vraets's suppliers, suppliers' strikes, transport problems and damage or loss of the goods sold that was not caused by gross negligence on the part of Vraets during storage, transport or otherwise. In the event of a situation involving force majeure that prevents compliance Vraets will be entitled to dissolve the agreement without being obliged to pay any compensation.
14. The District Court of Amsterdam, the Netherlands, has exclusive jurisdiction to resolve any and all disputes that are related to the agreement that the parties conclude.
15. The agreement is governed by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded Filed with the Chamber of Commerce Gooi-, Eem- en Flevoland in Amersfoort, the Netherlands, on 26 June 2009 under number 08722517 .

Harry Vraets Machinery B.V. accepts no liability for the content and information in terms of accuracy, completeness, availability, applicability etc.. The information may be subject to interim (price) changes, printing and/or typing errors.

To all our transactions, offers, etc. our general trading conditions apply, as deposited at 26 June 2009 with the Chamber of Commerce Gooi-, Eem- en Flevoland in Amersfoort 2009 under number 08722517. The conditions can also be downloaded from our website **www.vraetsmachinery.com.**

Harry Vraets Machinery B.V., BTW nr. (VAT Nr. * Ust.Id.Nr.) NL 0064.46.012.B02