

General sales conditions

- 1. Price:** Unless otherwise agreed, in written form, our prices are subject to modifications due to possible increases in costs which may occur during the supply.
- 2. Deliveries:** The delivery times agreed upon are merely indicative and not binding for us, thus they do not form an essential term of the contract and the seller is not obliged to pay any claim for damages possibly raising due to a delay in delivery and interruption and /or partial reduction of the supply due to force major and, anyhow, to some reason beyond sellers control. Force major cases, possible strikes included, also occurring among the categories involved in the manufacture of the seller's, will relieve the seller from any obligation towards the customer and deliveries will be modified according to following agreements taken with the customer. Delivery time is to be intended in working days.
- 3. Shipments:** The goods will travel at buyers own risk and the damages possibly occurring, of any nature, cannot give cause for claims of any kind towards the seller, and this even, if the supply has been, for previous agreements free at destination. In such case the complaints have always to be addressed to the forwarding agent, but this cannot release the buyer from his obligation towards the seller, to take deliveries of the goods and to honour the payment under terms and conditions agreed upon.
- 4. Payment terms:** Payment to be made at seller above, under the agreed terms. The seller has the right to accept for the settlement cheques, drafts or bills of exchange, which however cannot be in any case substitution of the original debt and cannot displace the territorial jurisdiction in case of dispute. Payments as they have been agreed are due also in case of delay on deliveries of goods and/or averages and/or partial or total losses occurred during the transport. The non-payment, even if partial, of one invoice, or anyway the non-fulfilment of payment conditions above described, will give the seller the right to: hold up the execution of his contract obligations without any previous notice, make up for his possible losses.
- 5. Moulds:** Unless otherwise agreed, the amount, charged to the customer for the moulds is a sunk payment as sharing of total expense. Above moulds will never returned nor shown and their maintenance is exclusively all care of the seller who engages himself to use them only for the customer who ordered the mould. The moulds are reserved to the customer for a two year period after the latest supply and then will remain as sole property of the seller, without any obligation towards the customer.
- 6. Payments of moulds:** The non satisfaction of the samples, which is however under size tolerance, does not give authorisation to the customer not to pay the agreed charges for sharing as stated under 5, which charges must be in any case paid and refund to the seller.
- 7. Production release:** Generally production is preceded by a sample range. The delivery terms, even though same are merely indicative, start from the date of approval by the customer for the samples submitted. Failing the written assent, the orders following delivery of the sample range to the customer are considered to be performed in conformity to the already approved samples and thus take automatically the status and validity of approval of the relevant samples.
- 8. Hold up supplies:** Beside the statement under 4, should one of the terms be not complied with, even if partially, or should any modification of any kind occur either in the trade name or in the trade position of the customer, the seller will have the right to stop the outstanding supplies.
- 9. Claims:** Any possible claim concerning the goods supplied will have to reach the seller not later than eight days after receipt of the goods from the customer. However the possible claim cannot release the buyer from his obligation to take delivery of the goods and to honour the agreed payments. Any complaint is deemed as valid only after previous regular payment of the price for the goods concerned.
- 10. Quantity of the goods delivered:** Unless otherwise agreed, it is agreed between the parties that the seller considering this special kind of manufacture, will have the right to carry out the order with +/- 10% change of the quantity agreed.
- 11. Responsibility:** The purchaser forces himself to supply drawings, projects or samples to manufacture products that do not violate other industrial or intellectual property rights and gives in this respect the widest warranty to the seller. Consequently, the purchaser engages himself to hold the seller harmless from any prejudicial consequence caused by the transgression to this engagement.
- 12. Interest on arrears:** In case of non payment or delayed payment the interest on arrears will be due from the buyer to the seller at the rate of the Dutch official discount more than 5% on the invoiced amount.
- 13. Competent Law-Courts:** For each possible dispute the competent law-courts is the one in Alkmaar, and such a competence cannot be in any way derogated.
- 14. Acceptance:** By accepting these general sales conditions the customer gives up his own possible general purchase conditions, both separately and in total way.