

1. General

- 1.1 These General conditions shall apply to all purchase contracts that a member of this Association as seller, hereinafter called: "the Seller", concludes in the normal course of his business with a buyer who acts in the normal course of his business, as well as to all other legal acts of members of this Association concluded with any natural or legal person who acts in the normal course of his or her business, and pertaining to the conclusion or performance of the aforesaid purchase contracts. If and in so far as relevant there General Conditions shall also apply to agreements to provide intermediary services concluded with a natural or legal person who acts in the normal course of his or her business to which members of this association are parties.
- 1.2 The applicability of any conditions, stipulations or clauses to which the other party, hereinafter called: "the buyer", may in any way refer and that derogate from our General Conditions is herewith expressly rejected by us.
- 1.3 All agreements shall be governed by the laws of the Netherlands. Representatives and other commission agents of the seller shall have no wider power of attorney than usual, and they shall specifically not bind the seller if they deviate from these General Conditions, if they confirm any agreement in writing or if they take receipt of payments.
- 1.4 The applicability of the Vienna Sales Convention (CISG) is excluded.
- 1.5 There General Conditions have been drawn up both in Dutch and in English. In case of any discrepancy between these two versions in the interpretation of their provisions, the Dutch version shall be decisive.

2. Offers.

- 2.1 Offers made by the Seller may only be qualified as an invitation to the Buyer to make an offer.
- 2.2 Agreements shall come either orally in case of simultaneous delivery of the goods to and payment thereof by the Buyer, or by written acceptance and/or sending of the goods by the Seller.

3. Defects.

- 3.1 The Buyer shall be held to notify the Seller of any defects in writing within fourteen days after receipts of the goods.
- 3.2 The Seller may in case of timely notified and justified defects in the delivered goods as to their nature, type or quantity proceed with replacement thereof, but shall not be held to do so if this as a result of the scarcity of the delivered goods is no longer possible. In that case timely notification of the defect shall also affect the dissolution of the purchase contract, whereas for the parties an obligation is created to make the performances already received by them undone.
- 3.3 The liability of the Seller shall never lead to other obligations than those mentioned in the preceding paragraph.

4. Delivery and Risk

- 4.1 If the delivery address specified by the Buyer is located within the territory of a Member State of the European Union, the delivery shall be effected by the actual delivery at the designated address, and the risk of the sold goods shall as then devolve on the Buyer.
- 4.2 If the delivery address specified by the Buyer is located within the territory of a state that is not a member state of the European Union, the delivery shall be effected ex antiquity shop and the sold goods shall be considered to have been delivered at the moment of the delivery of the goods to the shipping agent or carrier, and the risk of the sold goods shall as then devolve on the Buyer.
- 4.3 In case of direct delivery to the Buyer or to a third party designated by him, the sold goods shall be considered to have been delivered and the risk shall be deemed to have transferred at the moment that the Buyer or the third party designated by him is in the position that he can factually dispose of the goods.
- 4.4 If due to circumstances that are beyond the control of the Seller transport to the place of destination cannot take place, the Seller shall have the right to store the goods for the charge of the Buyer
- 4.5 The delivery dates and times specified by the Seller shall be estimates. The Seller shall not be liable for the consequences of any excess of delivery deadlines. The Buyer shall as then not have the right to cancel the order or to refuse the receipt of the goods, unless the excess of the delivery period is such that the Buyer reasonably cannot be required to continue the agreement. The Buyer shall as then exclusively have the right to cancel the order in writing and to reclaim payments that have already been made thereon.
- 4.6 The Seller shall only be in default after a written notification of default by the Buyer, except in so far as the delay cannot be imputed to the Seller or performance is already permanently impossible.

5 Price and Costs

Unless the Parties expressly agree otherwise:

- (a) the Seller shall charge the prices that apply on the day of delivery;
- (b) The costs of packing and shipment, transport insurance, import and export duties as well as all other levies and taxes in respect of the delivered goods and the transport thereof shall be for the charge of the Buyer.

6 Payment.

- 6.1 All payments shall be made without any compensation or reduction. Unless expressly agreed otherwise, the Buyer shall be held to pay the invoices of the Seller within fourteen days after the invoice date, whereas no costs can be charged for that to the Seller.
- 6.2 The Seller shall have the right to suspend the performance of his obligations as long as the Buyer has not paid any amounts that are due by him, such as purchase prices and/or transport charges, all this in so far as these are payable on demand.
- 6.3 As from the 14th day after the invoice date the Buyer shall be in default without any further notification of default being required, and shall be due the statutory interest as referred to in Section 6:119 a of the Netherlands Civil Code.

7. Reservation of Ownership.

- 7.1 Without prejudice to the obligation of the Buyer to pay in time, and contrary to that which has been stipulated hereinbefore in Clause 4, paragraphs 1, 2 and 3, the delivered goods shall remain the exclusive property of the Seller until the Buyer has performed all of his obligations that arise from or that are connected with goods that have been or are to be delivered by the Seller under the agreement.
- 7.2 The Buyer shall not have the right to sell or deliver goods that have been delivered to him but that have not yet been paid by him to third parties, unless and in so far as this is necessary within the framework of his normal conduct of business.

8. Return Shipments

Return shipments of tubes, covers and other packing materials, invoiced to the Buyer, shall only be accepted if the shipments have been stamped properly, are in a good state and condition and take place within ninety days after the invoicing to the business address of the Seller, in which case the same price will be settled with the Buyer as the price that he paid.

9. Collection.

- 9.1 All costs of collection, both judicial and extra-judicial, of any amounts due by the Buyer shall be for the charge of the Buyer.
- 9.2 The extra-judicial costs that are to be compensated shall be calculated on the basis of Recommendation 2 of the Voorwerk 2 Report of the Netherlands Association for the Judiciary, with a minimum of EUR 250.00

10. Force Majeure.

- 10.1 If the Seller due to force majeure is not able to perform his obligations towards the Buyer, the Buyer shall not be entitled to any damages.
- 10.2 The term "force majeure of the Seller" shall mean any circumstance beyond the control of the Seller as a result of which the performance of his obligations towards the Buyer is prevented or reasonably can no longer be demanded from the Seller, irrespective of whether those circumstances were foreseeable at the time of the conclusion of the agreement or not.

11. Disputes

Unless prescribed otherwise by mandatory national or international rules of law and unless the Seller prefers otherwise, all disputes between the Parties shall be submitted for settlement to the District Court competent in the court district within which the Seller has its business address.