

CONDITIONS OF SALE

1. General conditions which are usually adhered to by our customers shall not be applicable in so far as they are contrary to the present conditions of sale, unless expressly otherwise agreed upon in writing. Any deviations from these conditions of sale agreed upon in writing shall not confer on the buyer any rights with regard to future transactions.
2. A buyer, who has once bought from us on the basis of the present conditions of sale, is supposed to have tacitly agreed to their applicability also when he places any subsequent orders orally, by telephone, fax or E-mail, regardless of the fact whether such an order has been confirmed in writing.
3. All our offers are made without engagement, unless they expressly mention a period of validity. In the latter case, the offer shall only be binding on us if news of its acceptance has reached us within the period stipulated.
4. With regard to the dimensions, weights and quantities of all goods, we shall always be entitled to the usual margins, as indicated by the manufacturers to whom the manufacture of the goods is entrusted, unless expressly otherwise agreed upon.
5. We shall accept no responsibility whatsoever in those cases in which it might appear that the goods delivered by us infringe patent rights, copyrights or trade marks of third parties, if and in so far as the relevant goods have not been manufactured by us.
If and in so far as the goods have been manufactured by us in accordance with drawings, models or specifications furnished by the buyer, the buyer shall hold us harmless from all claims from third parties regarding an infringement of patent rights, copyrights or trade marks of third parties.
In such a case, the buyer - without prejudice to his obligation to hold us harmless - shall be bound to give us all the information and assistance which we might need.
6. Our prices do not include freight and shipping charges, import duties, turnover tax and other levies, taxes or duties, and hence these prices are ex works, ex warehouse or ex bonded warehouse in the Netherlands or abroad, unless otherwise expressly agreed upon in writing. In the latter case, we shall be entitled to pass on in our prices interim changes in the above mentioned cost components.
7. The term of delivery indicated by us is only intended to be an approximation. Any delay in delivery shall never give the buyer occasion to place us in mora, to cancel the order or to bring any suit for damages. Nor shall the buyer in that case be entitled to refuse to take the goods or to make payment for them.
8. The pictures, drawings, sizes, weights, etc., occurring in any of our catalogues or prospectuses merely aim at giving a general impression of our articles. If the goods delivered appear to deviate from these pictures, drawings, sizes, weights, etc., the buyer shall in no way be entitled to put in a claim with regard to this.
9. If the suppliers from whom we have ordered the goods to be sold by us or the raw or auxiliary materials needed for their manufacture, do not deliver the goods or only partly deliver them within the term of delivery agreed upon, as a result of mobilization, war, danger of war, an embargo on exports, the institution of quotas or other government measures, strikes, civil commotions, floods, unforeseen circumstances or other circumstances beyond their control, both in the Netherlands and abroad, we shall simply be entitled to cancel the agreement with the buyer in whole or in part to the same extent, such by means of a simple written communication to the buyer and without judicial interposition. We shall likewise be entitled to proceed to such a cancellation if and in so far as we ourselves are unable to meet our obligations as a result of the force majeure as described above.
If, on account of the special circumstances referred to in the present Article, the said suppliers increase their

prices quoted in contracts still current with us and/or demand an extra compensation from us on account of shipment, insurance premiums etc., we shall be entitled to adapt our prices accordingly or to demand a similar compensation from our buyers, as the case may be. However, in that case, our buyers shall be entitled to cancel these contracts in so far as these have not yet been executed, provided we are immediately informed of this in writing, and in that case only if and in so far as we ourselves are not bound to accept the goods.

10. In the case of sales in which delivery is to be made according to further specification or on call, we shall be entitled to cancel the part of the order not specified or called off or not specified or called off in time without judicial interposition, such while retaining our right to compensation for the damage to be incurred by us through this.

This stipulation shall not prejudice our right to demand observance from the buyer. If we wish to avail ourselves of this, we shall, if delivery had to be made according to further specification, be entitled to the payment of the purchase price, if the buyer, after being summoned, has failed to submit the specification; if delivery had to be made on call, we shall be entitled to demand payment, if after the goods to be purchased have been offered by letter, they are not called off within the term stipulated in this letter, in which case we shall likewise be entitled to store the relevant goods for the account and at the risk of the buyer.

If the contractual quantity or classes or parts of a certain class of goods, fixed in the agreement are exceeded through the buyer's specification, when delivering these, we shall be entitled to charge these at our current prices.

11. If delivery has been stipulated in several lots over a period of some weeks or months, this shall mean that the relevant delivery shall be made uniformly spread over these weeks or months.

12. Unless otherwise agreed upon in writing, the goods shall be shipped by us by those means of transport and in the way which appear most suitable to us.

If delivery free domicile has been agreed upon, our obligation shall not extend beyond delivery of the goods in front of the entrance to the consignee's premises or site, provided these are easily accessible and situate on a public road.

13. In the case of c.i.f. sales, the risk for the goods sold passes to the buyer as soon as the goods are loaded at the place of shipment, without prejudice to the buyer's recourse against underwriters.

14. The buyer is supposed to test material supplied by us immediately after receipt.

Complaints regarding the quality of the material supplied by us shall be submitted to us in writing within fourteen (14) days after receipt of the material. If such complaints are considered well-founded by us, the material shall be paid for or replaced, at our option, provided it is returned undamaged.

We shall never be obliged to make good damages which result either directly or indirectly from the faulty nature of the material.

The right to compensation or replacement shall lapse if more than five per cent (5 %) of the material has already been used or processed.

15. Protective foil

In order to ensure adhesive-free removal of the protective foil from the surface, the foil must be pulled off at the latest 4 weeks after receipt of the metal sheets and within the temperature range of plus 10 - plus 30 degrees Centigrade.

The foil should not be exposed to temperatures other than the ones mentioned above. This statement is particularly important with respect to outdoor use of the foil (facade).

16. Complaints regarding the sizes, weights or quantities of the goods delivered - with the exception of the cases provided for the Articles 4 and 5 hereof - can only be taken into consideration by us, if these shortage is at once made the subject of an annotation on the relevant shipping documents. The same shall apply if on arrival of the goods the packing appears to be damaged.

If there is no such annotation on the shipping document, complaints as referred to in the present Article can only be taken into consideration by us if the buyer returns to us at once for our inspection the relevant lot in its entirety in the same condition in which it was supplied by us, and unopened.

All these stipulations are subject to the condition that complaints are lodged within three (3) working days after receipt of the goods.

17. Returns made without our prior approval and in damaged condition may be refused and give no right to credit; taking delivery of goods returned shall not imply our approval
18. The risk of mistakes and/or inaccuracies in the case of orders not confirmed in writing shall be borne entirely by the buyer.
19. Unless otherwise agreed upon in writing, payment, also in the case of partial delivery, shall be made nett within thirty (30) days after receipt of the goods.

The buyer shall owe us interest at the rate of two per cent (2 %) per annum above the rate of discount for promissory notes of De Nederlandsche Bank N.V. (Netherlands Bank) calculated from the day on which and in so far as the purchase price is due and payable, on the understanding that the rate of interest owing shall always amount to at least ten per cent. (10%). When the term of payment is exceeded, we shall charge a credit restriction surcharge amounting to two per cent. (2 %).

Our charging this credit restriction surcharge shall in no way affect the aforesaid terms of payment. Linschoten (Netherlands) shall be the place where the purchase price and interest are to be paid. We shall not be obliged to make a subsequent delivery as long as previous deliveries, the purchase price of which is due and payable, have not been fully paid for.

All the collecting and other charges incurred by us through failure to make payment in time shall be for the account of the buyer.
20. The goods sold shall remain our property, regardless of the fact whether the buyer has already started to process them, until complete payment has been made for everything due to us from the buyer in virtue of our agreement with the buyer.

If we have made partial delivery of the goods, the same shall apply to all the goods supplied, as long as the purchase price for the whole has not been paid in full.

We shall be entitled to claim back and take away these goods, if the buyer fails to pay the amount due by him on the day stipulated, if he goes into liquidation, files a petition for an official moratorium, is declared bankrupt or deprived of the management of his affairs or if a guardian is appointed over him.

If we avail ourselves of this power, this shall result in the purchase agreement being cancelled without any further proof of default or judicial interposition.

In that case, we shall reserve to ourselves all rights to compensation for damages incurred as a result of the buyer's failure to perform and of this cancellation.

Despite the above mentioned reservation with regard to the ownership of the goods, the buyer shall be entitled to process these in his plant in the normal way.

The buyer shall be forbidden to engage in all other deeds aimed at disposing of the goods, including charging the goods in favour of third parties - e.g. banks - by means of pledges or transfer of property by way of security or otherwise.

The buyer shall be obliged to insure the goods, as long as these have not become his property, against the usual risks for his account but in our favour.
21. In so far as the goods referred to above are purchased by us abroad, the exchange risk, including that which results from any advance payment made to us or by us, regardless of the currency in which we sell our goods, shall be for the buyer's account, and the definitive prices shall be fixed or definitive settlement shall be made, as the case may be, on the basis of the rates of exchange valid at the time at which payment was made by us. With reference to Articles 6 and 9, we emphatically point out that this offer is made or that this order is accepted, as the case may be, subject to the reservation that any goods to be ordered from our factories, or any goods already ordered, as the case may be, shall be supplied by them at the same prices as

those on which this offer or the offer accepted by the buyer as the case may be; nor can we commit ourselves with regard to delivery terms, unless otherwise agreed upon in writing.

22. We shall be entitled to pass on to the customer the cost of the packing used by us.
Only cases, crates and containers shall be taken back by us at the value charged if these are returned to us free domicile within six weeks after receipt and provided they are in good condition.
After this term we shall refund fifty per cent (50 %) of the value charged at the most.
All these conditions shall apply unless otherwise agreed upon in writing.
23. Without prejudice to the stipulations contained in Article 19 hereof, we shall also be entitled to cancel the purchase agreement in its entirety, or in so far as this had not yet been executed, without taking any further steps - and such by a simple written communication to the buyer without judicial interposition - if the buyer fails to pay the amount owing by him on the day stipulated, goes into liquidation, files a petition for an official moratorium, is declared bankrupt, deprived of the management of his affairs or if a guardian is appointed over him, such without prejudice to our right in that case also to claim compensation for the damages, including exchange risks and any difference in the quotations on which the price is based, incurred by us as a result.
24. All disputes arising from or occasioned by the agreements concluded by us shall be settled by the competent judge at Utrecht (Netherlands) to the exclusion of every other judge.