



**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY  
of Ultimate Indulgence,  
with its registered offices in Dreumel, the Netherlands,  
as these are filed with the registrar of the subdistrict court of Arnhem**

**Article 1: Scope**

- 1.1 These General Terms and Conditions apply to all quotations/offers/deliveries of Shots (the Supplier) and to every agreement concluded between the Supplier and the Buyer; any deviations from that which is stipulated in these General Terms and Conditions shall be valid and binding only if explicitly agreed between the parties in writing.
- 1.2 Where applicable and if necessary any terms and conditions of the Buyer are hereby explicitly excluded.

**Article 2: Offers, confirmation of agreement**

- 2.1 All quotations and /or offers of the Supplier shall stand for eight days after date of quotation/ offer.
- 2.2 Once we have received an unconditional order for delivery, the agreement is deemed to have been established without requiring further written confirmation.
- 2.3 The Supplier shall be authorised at any time to require further assurances or security from the Buyer in order to guarantee fulfilment of his financial obligations, and to suspend its performance until such assurances or security have or has been furnished.
- 2.4 If the Buyer should find himself incapable of fulfilling his financial obligations, for example, in case of a moratorium, bankruptcy, financial reconstruction order, placement under curatorship, or for other reason, the Supplier shall be authorised to dissolve the agreement without being held to any form of compensation.

**Article 3: Documents**

The Supplier shall not be liable for printing errors or other inaccuracies in its catalogues, prospectuses and other printed material, nor shall he be required to deliver goods following erroneous or inaccurate specifications.

**Article 4: Price**

- 4.1 All prices of the Supplier are quoted including 21% of Dutch VAT (BTW).
- 4.2 Cost price factors which are beyond the Supplier's control, such as wages, exchange rates, import duties, shipping costs, etc., may be charged on if the price changes were not foreseeable at the time the offer was issued and if the change(s) came about after the eight-day period from the date on which an offer was issued.

**Article 5: Assemblage**

Assemblage and/or installation work shall always be for the Buyer's account.

**Article 6: Delivery**

- 6.1 All deliveries are ex-warehouse or ex the site from where the goods can be collected by the Buyer.

- 6.2 If the Buyer requires the goods to be delivered to an address advised by him, the transport of the goods shall be entirely for the Buyer's own account and risk.
- 6.3 All delivery times specified by the Supplier are an indication only.
- 6.4 The Supplier shall inform the Buyer, in as much as its information so allows, if it is expected or if it is certain that the indicated delivery period shall be exceeded.
- 6.5 If the delivery period is exceeded by more than 4 months, the Buyer shall be authorised to propose to the Supplier that the agreement be dissolved, in which case the Buyer must submit this in writing.
- 6.6 Goods may only be returned with the explicit written approval from the Supplier, in the absence whereof the Supplier shall be authorised to refuse acceptance of the returned goods.

#### **Article 7: Ownership**

All goods delivered shall remain the Supplier's property until the Buyer has fulfilled all his financial obligations vis-à-vis Supplier including, if applicable, interest and costs, in connection with goods delivered or to be delivered under the agreement or work performed or to be performed on Buyer's behalf under any agreement subject to Supplier's terms and conditions.

#### **Article 8: Payment**

- 8.1 All payments due to Supplier shall be effected online with credit card, without set-off or compensation, either in cash at Supplier's offices or by transfer to a bank or giro account appointed by the Supplier for the purpose.
- 8.2 If all that which is owed to Supplier has not been paid by the date on which it is due and payable, the Buyer shall be in default by operation of law without notice of default being required; in the event Buyer shall owe Supplier interest on the total amount outstanding at a rate of one percent per month, as well as being liable for all out-of-court collection costs, hereby fixed at no less than 15% of the total receivables, with a minimum of € 50.<sup>00</sup>, without prejudice to Supplier's right to claim compensation for other loss.
- 8.3 Payments effected by the Buyer shall serve always, in the first instance, to meet any interest and costs outstanding; subsequently to redeem the invoice(s) longest outstanding, and so on, irrespective of whether the Buyer may claim that a payment refers to a more recently dated invoice.
- 8.4 The Supplier shall be authorised to compensate that which is payable or owed in connection with an agreement against that which Buyer owes to Supplier or which Suppliers owes to Buyer.
- 8.5 If the Buyer fails to fulfil, or to timely or entirely fulfil, any of his payment obligations, Supplier shall be authorised to suspend the (further) performance of the agreement until all obligations have been fulfilled, or to cancel the agreement, one or the other, without prejudice to the Supplier's right to claim damages on account of a delayed performance or cancelled agreement.

#### **Article 9: Non-fulfilment**

- 9.1 In the event of force majeure- foreseeable or unforeseeable - the Supplier shall be authorised to dissolve an agreement concluded, either in whole or in part, without being held to compensate the Buyer for any loss or consequential loss possibly suffered as a result.
- 9.2 Moreover the Supplier shall be authorised to dissolve an agreement either entirely or in part if the circumstances [under which the agreement is to be performed] have changed to the extent that Supplier could not reasonably be expected to fulfil the agreement unmodified. In the event the Supplier shall never be bound to any form of compensation.

9.3 If, in the case of non-fulfilment, the Supplier should otherwise be held to compensate the Buyer for loss, such a recompense shall never be able to exceed the invoice amount for the agreement concerned.

9.4 A claimed non-fulfilment on the part of the Supplier of its obligations under the agreement shall never discharge the Buyer from his obligations under the agreement.

#### **Article 10: Warranty**

10.1 The Supplier warrants the technical soundness of the goods delivered only if it is certain that the Supplier's instructions concerning the use of the goods were strictly followed.

10.2 The warranty period for the technical use of the goods is six months after date of delivery.

10.3 If the goods are not manufactured under the Supplier's instruction or license, the Supplier shall not be able to warrant the soundness of the goods.

10.4 The Supplier's obligations under these terms of warranty shall be limited to replacement of the unsound goods, or refunding the amount invoiced for the unsound goods.

10.5 In case unsound goods are replaced, the replacing goods shall be covered under a new warranty under the same terms as stipulated in this article, and the new warranty shall take effect from the day on which the replacement goods are delivered.

#### **Article 11: Liability**

If, on the grounds of these General Terms and Conditions, the Supplier should otherwise be held to compensate the Buyer for loss, Supplier shall never be held to compensate Buyer in excess of the invoice amount for the pertinent agreement.

#### **Article 12: Complaints**

12.1 In case of visible damage on the outside of the goods caused during shipment, any such damage must be recorded on the applicable carrier's receipt immediately upon receipt of the goods.

12.2 Complaints concerning invoices or visible defects to goods delivered must be reported to the Supplier by facsimile/ telex/ telegraph, letter or telephone, within eight days after receipt of the invoice. A telephonic complaint must be confirmed in writing by the Buyer within the next two days.

12.3 Complaints relating to non-visible defects to goods delivered must be reported to the Supplier immediately after discovery, or within such a period as the defect(s) may be reasonably presumed to have been discovered, but not later than within six months after the date of delivery of the goods, in a manner as stipulated under paragraph 12.2 here above.

12.4 Complaints cannot be honoured after expiry of the reporting periods stipulated in the present article.

12.5 The Supplier shall be discharged of any liability and shall not accept complaints concerning defects if the Buyer had not strictly complied with his obligations, or if changes or repairs were made by others, whether or not under the Buyer's instruction, without prior written approval from the Supplier.

#### **Article 13: Evidence lodged in administrative records**

Unless evidence to the contrary can be furnished, the information lodged in the Supplier's administrative records shall provide conclusive evidence in applicable cases.

#### **Article 14: Applicable law, competent court**

14.1 Any agreement either partly or wholly covered under these Terms and Conditions shall be governed by Dutch law.

14.2 Any dispute concerning or arising from an agreement shall be settled solely by the competent court, being the subdistrict court of Arnhem, where the Supplier's business is established, subject to that stipulated in Article 15.1 hereunder.

**Article 15: Final stipulation**

15.1 Any condition in the agreement or these General Terms and Conditions to which Section 6:236 B.W. (Civil Code) refers shall, in the event of an agreement with a contra-party as referred to the stated Section, be considered as not having been written.

15.2 In case any condition stipulated in an agreement or in these General Conditions should be declared void, nullifiable or nullified, this shall leave unaffected the validity of the remaining conditions.

15.3 If a condition stipulated in an agreement or these General Terms and Conditions should be void or nullified, the applicable condition shall be modified into an alternative valid condition whose purport approaches the original conditions(s) as closely as possible.