

## *Terms of Sale and Delivery UK*

### *1. Terms*

All prices are subject to market fluctuations and the actual prices to be paid by the Buyer shall be seller's prices ruling at the date of despatch. The Seller shall be entitled to charge to the Buyer the amount of the Dutch value added tax for which the Buyer shall be liable, in case the Buyer does not possess a UK VAT-registration number.

### *2. Delivery*

Unless otherwise agreed in writing, the Buyer shall be bound to accept goods ordered by him when notified that they are ready for delivery. No goods are supplied under a sale or return condition.

### *3. Payment and Retention of Title*

Payment terms are net within 30 days of the day of receipt of the goods. Interest at 2.5% per month or a part of the month may be added to overdue accounts. A GBP 35 administration charge will be added to the Buyer's account if the Seller has to pass any overdue accounts to its legal agent for recovery. Ownership and property of the goods shall remain with the Seller until the Buyer has paid all the monies owed by it to the Seller under this or any other contract for similar goods. Risk however passes on delivery.

### *4. Liability*

The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working condition, failure to follow Seller's instructions, whether oral or in writing, misuse or alteration without the Seller's approval.

### *5. Quantity variations*

A shortage or surplus charge pro rata not exceeding 10 per cent will be considered due execution of any order and the Buyer shall accept the same subject to a pro rata increase or reduction of the agreed price.

### *6. Claims*

Claims arising from damage or partial loss of goods in transit must be made in writing to the Seller so as to arrive within 7 days of delivery. Failure to advise the Seller of non - delivery of the goods within 1 month after the date of the invoice will be held to free the Seller from liability from claims.

### *7. Force Majeure*

No liability is accepted by the Seller for any direct or indirect loss arising from non - delivery or delay in delivery of any goods caused by Act of God, Riot or Civil Commotion. War, Strike, Lockout, Fire, Flood, Drought, Act of Government, failure to obtain or shortages of raw materials or any other cause whatsoever beyond its control.

### *8. Law*

This agreement is governed by Dutch Law. The Court of the district of Roermond in the Netherlands will always be competent.

### *9. Other conditions*

In addition to before mentioned terms and conditions, the general terms of sale, delivery and payment of BOLEKA are applicable; these terms are lodged with the county court at the Hague under number 21/2002 and the Chamber of Commerce of the Haaglanden under number HR 40409776.