

Olino Paperworks International B.V.
General Terms & Conditions of Sale and Delivery
23-08-2016
Filed at the Chamber of Commerce for Oost-Brabant, Eindhoven

Article 1 – General

There where “seller” is used in these Terms & Conditions, it should also be understood as being “supplier”.

There where “buyer” is used in these Terms & Conditions, it should also be understood as being “ordering party”.

Olino Paperworks Int. is defined as seller and the other party as buyer in these Terms & Conditions.

All offers made by seller, all agreements for sale of his products and all agreements for the conducting of any work fall under these Terms & Conditions.

Seller explicitly rejects the applicability of any general terms and conditions to which the buyer might refer in whatever way.

Conditions in any agreement, which deviate from these Terms & Conditions, are only applicable if these have been accepted in writing by the seller and only pertain to the agreement for which they were made.

Article 2 – Quote and order

Every offer or quote made by seller is without prejudice and subject to agreement.

Agreement is reached only after written confirmation by the seller of an order. The contents of this written confirmation lists what is agreed, barring evidence to the contrary to be presented by buyer.

Additions to and amendments in agreements only apply after written confirmation by the seller.

Any pictures, drawings, samples or any such supplied by seller are property of seller and may not be reproduced in any way or made available to third parties without prior permission by seller.

Article 3 – Delivery and risk

Delivery takes place by car to the storage or work address of buyer. If storage or work address are not accessible by car - this at the discretion of seller's driver - buyer is obliged to immediately indicate another address where the delivery can take place. The resulting additional costs are for the account of the buyer.

Deliveries with a value of €275 or more are made carriage paid to delivery address.

Deliveries of less than €275 are made for the account of the buyer.

Seller makes the choice of delivery vehicle. In case of temporary obstruction or impediment of the delivery vehicle of choice, seller is not obliged to arrange another

delivery method. Seller cannot be held liable for any damages incurred by buyer as a result of the malfunctioning or otherwise of the delivery vehicle.

Seller is entitled to safeguard or have safeguarded goods and to demand payment as if delivery had taken place, if, due to circumstances beyond seller's control goods ready for transportation, cannot be transported to their delivery address. Such for the account and risk of buyer.

The delivery times as mentioned in the quotes are without any obligation.

The agreed upon date of delivery is an indication of the expected time between the purchase confirmation date by the seller and the date on which delivery will take place. In case of delivery in batches, delivery date is understood to be the date of delivery of the first batch.

The agreed upon delivery time is an estimate and does not count as a firm date.

Seller cannot be held liable for any consequences as a result of exceeding the term of delivery.

If seller exceeds a term of delivery, this does not entitle buyer to cancel the order, or to refuse paying or accepting the goods, nor does it oblige seller to compensate buyer in any way.

If buyer falls short of his obligations vis-à-vis of seller in any way, seller is entitled to lengthen the term of delivery until that time that buyer has fulfilled his obligations.

As regards goods produced outside the Netherlands, seller is entitled to conduct customs clearance with the exclusion of buyer, irrespective of any other applicable conditions between them.

Article 4 – Force majeure

Force majeure is understood to be all circumstances that, in reason, are presumed to stand in the way of delivery, or timely delivery, by seller.

Force majeure is, amongst others, all unwanted breakdowns or obstructions due to which fulfilment of the agreement becomes more expensive, difficult or impossible, including storm damages or other natural disasters, obstruction by third parties, whole or partial work strikes, lockout, uprising, both in the Netherlands as well as in the country of production of the goods; war or threat of war, also outside of the Netherlands, loss or damages of goods during transportation, illness of employees, import and export bans or obstructions put in place by any government, epidemics, fire, sabotage, traffic breakdowns or blockades; break down of machines or of means of transportation, non-delivery or late delivery of materials purchased by seller and or raw materials; and in general, all circumstances, incidents, causes and results that are beyond the control or authority of seller, due to which seller cannot in reason be held to the fulfilment of his obligations.

During a period of force majeure, seller's obligations are suspended for a period of three months without any further agreement to this end being required. The begin date of the situation of force majeure is determined by seller, barring proof to the contrary.

If the situation of force majeure has lasted three months, seller is entitled to annul the agreement either totally or in part.

Buyer cannot ask more from seller after the ending of the three month term than a decision as to the annulment, or not, of the agreement.

In no case, is buyer entitled to any damages or compensation.

Article 5 – Acceptance of goods

Buyer is obliged to accept goods as soon as these are delivered.

If, at the moment of delivery, buyer does not accept the delivered goods, seller can partially or wholly annul the agreement without notice of default or judicial intervention being required.

Seller can, contrary to what has been laid down in the previous article, also decide to put the goods in storage for the account and risk of buyer, at which point seller has fulfilled his obligation to deliver the goods, without prejudice to his rights to also claim damages from the buyer.

Article 6 – Claims

Buyer is entitled to check the goods purchased by him before transportation.

Complaints vis-à-vis of seller regarding faults in the delivered goods must be made in writing, by email including a motivation to seller within five working days.

If delivered goods do not comply with the agreement and if buyer has submitted a claim within the specified time, seller is solely obliged to, at his own discretion, either as yet deliver what is missing, repair delivered goods or pay back a pro rata part of the purchasing price.

Claims on delivered goods are of no influence on already delivered goods or on to be delivered goods, also if these goods are, or will be delivered, as part of one agreement.

In case of a hidden defect, buyer can submit a complaint to seller in writing by email, within fourteen days after discovery of the defect.

After the terms, as mentioned in this article, have expired buyer is considered to have received, accepted and approved the delivered goods.

Seller will not deal with complaints regarding defects, if buyer does not strictly observe payment and other obligations vis-à-vis of seller.

Article 7 – Price changes

If, after closing of the agreement but, before the delivery of goods, purchasing prices or other cost factors to be paid by seller rise - including wages, freight tariffs, import and export duties, taxes, exchange rates, prices of raw materials or other levies, or domestic or foreign price increases - seller is entitled to invoice purchaser for the resulting price rises.

If, in case of delivery on call, the agreed upon amount is exceeded as a result of order on call specifications, seller is entitled to cancel the additional amount or to deliver such at current price.

Article 8 – Dissolution

Seller, barring conditions to the contrary in these Terms and Conditions, waives any rights for the dissolution of the entered agreement on the grounds of article 6:265 of the Netherlands Civil Code or on the grounds of another statutory provision.

Article 9 – Terms of payment and retention of title

All invoices must be paid free of all deductions or settlement within 15 days after delivery of the goods.

The ownership of goods, unless agreed upon differently in writing, transfers to the buyer after he has fully paid up everything he owes seller of whatever nature, including possible indemnification, costs and or interest.

Up till the moment of payment as meant in this article, buyer is obliged to store the delivered goods in such a way that they are recognisable as being property of seller, if such is demanded by seller.

If goods delivered by seller are mixed up or become part of other goods, or if other goods are made out of the delivered goods, ownership of these other goods will immediately transfer to buyer. Delivery is considered to take place at the moment of action when the goods lose their independence. Up till the moment of payment to seller of all that is owed to him, buyer will retain these goods and store them in a way that they are recognisable as being property of seller, if such is required by seller. Goods delivered after each other, but being part of one order of goods, remain the property of seller up till the moment that all pertinent invoices have been fully paid by buyer.

Buyer is in default by the mere expiry of the payment period of 15 days. A notice of default is not required.

In case of default of timely and complete payment, buyer is obliged to pay interest over the still to be paid amount of 2 per cent above the statutory interest per month, where a part of a month is understood to be a whole month. In a similar case, as in case of bankruptcy, close down, or winding up of the business or the activities of seller, as well as when buyer applies for a suspension of payments, if an application has been made to place him under tutelage, seller's goods or receivables have been impounded, as also if seller deceases, any credit given by seller and all amounts still payable by buyer to seller are immediately due and payable. In these cases, seller is entitled to cease all deliveries, irrespective of any agreement with buyer and to annul the agreements concerned without legal intervention, without bias to seller's right to claim complete indemnification, including lost profits and interests including and without bias to the right of seller to take back goods that are still property of seller pursuant to article 4.

If buyer is in default, seller is entitled to claim all collection charges, on top of the invoiced amount and the interest over that amount, that are the result of his non-payment, both extra-judicial as well as judicial costs. Extrajudicial collection charges are payable by buyer if seller has had to call in the support of a third party to help collect a debt, the necessity whereof is at the discretion of the seller. These amount to fifteen per cent of the main sum with a minimum amount of twenty-five euros. If seller files for the bankruptcy of buyer the costs thereof will be charged to the bankrupt's estate.

Every agreement for purchase and sale is made under the suspensive condition that buyer appears to be sufficiently credit worthy based on information obtained by seller. During execution of the agreement, seller is entitled to suspend his obligations until buyer has provided sufficient security at the request and to the satisfaction of seller, that buyer can fulfil all his obligations arising out of the agreement or otherwise vis-à-vis of seller.

Article 10 – Applicable law and competent court

Dutch law is applicable to all agreements closed by the seller. All disputes arising out of all agreements closed by the seller shall only be submitted to the competent court in the place of residence or place of business of seller, unless explicitly agreed upon differently in writing.

Article 11 – Final clause

Should one or more of these conditions appear to be in conflict with mandatory law or stipulations laid down or to be laid down by a thereto competent governmental body, the conditions shall be of no effect to the extent in which they are in conflict with the express requirement of mandatory law or the mentioned stipulations.

In so far as applicable, machines as understood in these Terms & Conditions are also understood to be installations, parts, accessories and tools.

As of the date that these Terms & Conditions have been filed at the Chamber of Commerce for Oost Brabant in Eindhoven all previous Terms & Conditions of seller no longer apply.