



GENERAL TERMS OF PAYMENT AND DELIVERY APPLIED BY COMOCO B.V. OFFICES ESTABLISHED AT SINT-OEDENRODE, THE NETHERLANDS.

Section 1. QUOTATIONS

1. Quotations shall not be binding, unless specifically agreed otherwise.
2. Where compound quotations are concerned, Comoco B.V. can be under no obligation to deliver in part at a corresponding of the price quoted for the entire consignment.

Section 2. DELIVERY PERIODS

1. Delivery periods are understood to be the period agreed upon in the terms, within the goods are to be delivered.
2. Delay in delivery can never lead to a right to damages being paid, not even after being held liable, unless previously stipulated for by separate contract in writing. If the goods should not have been collected at the lapse of delivery period, they will be at buyers disposal stored at his own risk and cost.
3. All goods are sent from Comoco warehouse at the buyers risk and cost.

Section 3. COMPLAINTS

1. Complaints, if any, should be submitted in writing within 8 days.
2. Faults in parts of the consignment do not entitle buyer to condemn the entire consignment.
3. Buyer not having made any complaint within at most 8 days of receipt of the invoice he will be considered to accept the price charged.

Section 4. TERMS OF PAYMENT

1. Unless otherwise agreed upon, goods will be paid for cash on delivery.
2. If, for whatever reason, no payments are made on delivery, the amount must be settled within 8 days after INVOICE-date.
3. Claiming a set-off cannot be allowed on any account.
4. Payment of the purchase price can be claimed at once when buyer is adjudged bankrupt, applies for moratorium, when a request has been made for his being put under guardianship, any distraint is levied on buyers goods or claims, buyer expires, or in case of an open partnership, limited liability company or private company when going into liquidation, being dissolved, or when a different partner is admitted.
5. Should settlement of the invoice forwarded not have made within 8 days after invoice date, Comoco B.V. will have a right to charge buyer an amount of 2% per month of the sum of the invoice, to cover loss of interest.
6. Furthermore Comoco B.V. are entitled to claim from buyer, apart from purchase money and interest, any collecting-charges, resulting from non-payment, both judicial and extrajudicial. Extrajudicial collecting the charges are payable by buyer in every case that Comoco B.V. have had to obtain assistance from outside for the collection of the debt. These amount to 15% of the sum total with a minimum charge of €100,00.

Section 5. PROPRIETARY RESERVATION

Until buyer has settled completely all payments to Comoco B.V. resulting from a contract to buy and sell, the goods to be delivered will remain the property of Comoco B.V. as security, whereas buyer remains holder of these goods. Should buyer fail to meet any obligations resulting from the contract referred above, Comoco B.V. will be entitled to take back the goods, without any previous declaration of default, in which case the contract will be null and void, even without judicial intervention, without detriment to Contronics rights to the collection of damages, lost profit and interest.

Section 6. STAFF AUTHORITY

Contracts made with members of the staff at Comoco B.V. cannot be considered binding by the company unless confirmed in writing by Comoco B.V. or else immediately executed. Members of the staff are considered to be in this context any employees and assistants, excepting management.

Section 7. DETAILS AND PICTURES

Any pictures or drawings, technical details and any unspecified details, stated in catalogues and brochures, mentioned in or enclosed with special offer or confirmation of orders, offer a general representation of what is being offered and although represented as exactly as possible, cannot be considered binding. All drawings remain the property of Comoco B.V. and must not without previous written consent be reproduced in whole or in part or be brought to the notice of outsiders.

Section 8. LIABILITIES

1. Except when meeting obligations of a guarantee, specifically agreed upon, if any, Comoco B.V. will not be liable buyer, especially not where after-damages are concerned.
2. Comoco B.V. can never in any case be held liable for acts or negligence of its employees.

Section 9. DOMICILE AND DISPUTES

For the execution of all contracts between buyer and Comoco B.V. both parties declare to choose as their domicile the city where Comoco B.V. is established. All legal claims resulting from these contracts, as required by absolute cognizance will be brought the County Court (Arrondissementsrechtbank) that jurisdiction over the city where Comoco B.V. has its seat.

