

<p>1 <u>Applicability of these General Terms and Conditions</u></p> <p>1.1 In these General Terms and Conditions, the term "Customer" means any party to which GEBO-BOOMSMA B.V. (hereinafter referred to "Boomsma") makes an offer to deliver goods and/or to provide services, as well as any party with which Boomsma enters into a Contract to deliver goods and/or to provide services. The term "Contract" means any contract to which these General Terms and Conditions have been declared applicable.</p> <p>1.2 These General Terms and Conditions, which apply to the exclusion of other general terms and conditions, are applicable to all deliveries of goods and/or all provisions of services by Boomsma to the Customer, as well as to all Contracts and actions (whether preparatory or executive) related thereto, such as offers, order confirmations and deliveries.</p> <p>1.3 Any variation to the terms and conditions will apply only in so far as expressly accepted in writing by Boomsma, and will apply only to the Contract or Contracts in question.</p> <p>1.4 If, for any reason whatsoever, any provision of these General Terms and Conditions is invalid, these General Terms and Conditions will remain otherwise in force.</p> <p>1.5 If, for any reason whatsoever, any provision of these General Terms and Conditions or of the Contract is invalid, the parties will negotiate on the contents of a new provision, the contents of which will be as similar to the contents of the original provision as possible.</p> <p>2 <u>Offers</u></p> <p>2.1 All offers made by Boomsma will always be without commitment with regard to the price, content, implementation, delivery term and availability, unless otherwise agreed in writing. If the Customer accepts an offer without commitment, Boomsma will have the right to revoke the offer within two working days after receipt of such acceptance.</p> <p>2.2 The contents of all price lists, brochures and other information provided along with an offer, such as pictures, specifications of measurements and weights, are as accurate as possible. The information in question is intended only to give a general impression of Boomsma's offer and is therefore binding on Boomsma only if expressly confirmed in writing by Boomsma. Possible variations will not entitle the Customer to refuse to accept or pay for the goods delivered by Boomsma, or to demand any compensation from Boomsma. Offers are based on the information, if any, provided by the Customer when the offer was requested.</p> <p>3 <u>Contract</u></p> <p>3.1 A Contract with Boomsma will be entered into only after the acceptance or confirmation of an order by Boomsma in writing within ten days after receipt of the order, upon the actual performance of the order by Boomsma or the actual delivery of goods. The order confirmation will be deemed to correctly set out the entire Contract.</p> <p>3.2 Any additional or amended agreements made by and/or any undertakings given by employees or by representatives or other persons on behalf of Boomsma after the entering into the Contract will only be binding on Boomsma if Boomsma has confirmed such agreements and/or undertakings in writing.</p> <p>3.3 If Boomsma considers it necessary or desirable for the sound performance of the order it has been given, Boomsma is entitled to engage third parties in the performance of the Contract, the costs of which will be charged to the Customer in accordance with the quotation given by Boomsma.</p> <p>3.4 For work and/or deliveries for which no order confirmation is given because of its nature and/or scope, the invoice will also serve as confirmation of the order, and will be deemed to correctly set out the entire Contract.</p> <p>3.5 Boomsma enters into each Contract subject to the condition that it becomes apparent to Boomsma from the information to be gathered that the Customer is sufficiently creditworthy.</p> <p>4 <u>Delivery</u></p> <p>4.1 Boomsma's grounds/warehouse also include the</p>	<p>warehouses of the companies affiliated with Boomsma, as well as in some cases the warehouses of its suppliers.</p> <p>4.2 Unless otherwise agreed in writing, delivery will be ex works Boomsma's grounds/warehouse. The time of delivery will be the time at which the goods ordered leave Boomsma's grounds/warehouse.</p> <p>4.3 If the Customer does not give instructions on the manner of dispatch, or does not do so in a timely manner, Boomsma will be free to choose the means of transport.</p> <p>4.4 Unless otherwise agreed upon, any orders with a value exceeding € 500 will be delivered free of charge within the Benelux countries, in which case Boomsma will determine the manner of transport. Orders will be delivered outside the Benelux countries in accordance with the relevant provisions of the Contract.</p> <p>4.5 In no event will shipments that are sent by express post at the Customer's request or return shipments after repairs performed by Boomsma be free of charge, except in the case of return shipments of articles presented for repair that are covered by a warranty issued by Boomsma.</p> <p>4.6 Boomsma reserves the right to deliver on a cash on delivery (COD) basis if, in Boomsma's opinion, it is necessary to do so. If the COD shipment is refused, the Customer will compensate Boomsma for any of Boomsma's costs that result from the refusal of the COD shipment.</p> <p>4.7 Boomsma reserves the right to charge for packaging material at cost. If such packaging material is returned undamaged, postage paid and within one month after the invoice date, the amount charged will be credited.</p> <p>4.8 Boomsma reserves the right to store, at the Customer's expense and risk, any goods that cannot be transported to their destination for reasons beyond Boomsma's control, and to demand payment as if such goods had been delivered, as well as payment of the storage costs.</p> <p>4.9 All goods, including goods delivered free of charge, will be transported from Boomsma's warehouse at the risk of the buyer or recipient, even if the carrier of the shipment takes the position that any damage during transport is to be borne by the sender.</p> <p>4.10 As from the moment of delivery, including the moment referred to in Article 6.2, the goods delivered will be at the expense and risk of the Customer.</p> <p>4.11 The specified times for delivery will never be regarded as being deadlines. In the event of late delivery, Boomsma must be given written notice of default and must be given a reasonable period in which to deliver.</p> <p>4.12 Boomsma is entitled to postpone new deliveries until the Customer has fulfilled all of its outstanding payment obligations towards Boomsma.</p> <p>4.13 If so requested, Boomsma may make partial deliveries. All of the provisions of these General Terms and Conditions apply in full to such partial deliveries. This particularly applies to the payment term and to complaints.</p> <p>5 <u>Prices</u></p> <p>5.1 All prices are exclusive of VAT and other charges imposed by the government.</p> <p>5.2 If prices and/or the rates of price-determining factors such as wages, materials and exchange differences increase for any reason whatsoever, Boomsma will be entitled to increase its price accordingly. In the event of a price increase as referred to in this Article, the Customer is entitled to give notice of termination of the Contract that had been entered into, in so far as it has not yet been performed, provided that the Customer inform Boomsma of the Customer's decision to that effect in writing within ten days after being informed of the price increase in question.</p> <p>5.3 Unless otherwise agreed in writing, the prices specified by Boomsma are: - based on delivery ex works Boomsma's plant / warehouse; - denominated in euros.</p> <p>5.4 Unless otherwise agreed in writing, repair and installation orders will be invoiced on an actual cost basis.</p>	<p>5.5 An order-handling fee of € 15 will be charged for orders for less than € 150.</p> <p>6 <u>Taking Delivery</u></p> <p>6.1 The Customer is required to co-operate in the delivery and to accept the goods delivered. If the Customer fails to take delivery or to accept the goods delivered, Boomsma reserves the right to charge the Customer any costs involved (including the costs of storage and transport).</p> <p>6.2 The goods will be deemed to have been refused if the goods ordered have been presented for delivery, but delivery has proven to be impossible. The day on which delivery is refused will be regarded as the delivery date.</p> <p>7 <u>Assembly, Installation, Repair and Use</u></p> <p>7.1 The Customer is required to properly assemble, install, repair and/or use the goods delivered by Boomsma or to cause the same to be done and to do this in accordance with the instructions for use provided by Boomsma, if any, for the products in question.</p> <p>7.2 If the Customer is not the end user of the goods in question, the Customer is required to impose the stipulation set out in Article 7.1 on its customers as a third-party clause.</p> <p>8 <u>Payment</u></p> <p>8.1 Payment must be made in full within 30 days after the invoice date, failing which the Customer will be in default by operation of law, without any notice of default being required. The value date specified on Boomsma's bank/giro statement is decisive and will be regarded as the date of payment.</p> <p>8.2 The Customer is not entitled to set off any amount that it owes Boomsma against any claims that it believes it has against Boomsma.</p> <p>8.3 As from the date at which the Customer is in default until the date of payment in full, the Customer will owe late payment interest charged at the rate of 1% per month (or per part of a month), without prejudice to Boomsma's right to claim full damages in accordance with the law.</p> <p>8.4 All costs for the collection, both in an out of court, of any amounts payable by the Customer will be at the Customer's expense. The amount of the collection costs payable to Boomsma will be calculated in accordance with the collection rate as set from time to time by the Dutch Bar Association.</p> <p>8.5 Subject to the provisions of Article 8.1, the Customer will be required, each time that Boomsma makes its first request to that effect either upon the entering into the Contract or thereafter, to provide sufficient security for its payment obligations and other obligations arising from the Contract. Boomsma will be entitled to suspend its obligations until such security has been provided.</p> <p>8.6 The Customer's payments to Boomsma will always go first towards the payment of any owed interest and/or costs due and then towards payment of the oldest outstanding invoices.</p> <p>9 <u>Complaints</u></p> <p>9.1 The Customer must inspect the goods delivered by Boomsma or the goods with regard to which Boomsma has provided service immediately after delivery and in as much detail as possible. Boomsma must be informed in writing of any complaints not later than eight working days after delivery, with reference made to the invoice and the packing note number. In the event of complaints, the Customer must keep the goods in question available for inspection. Boomsma must be informed in writing of any malfunctions or defects that could not reasonably have been discovered within the aforesaid period, immediately after they are discovered but within the warranty periods specified in Article 10. A complaint will be assessed in the light of the warranty provisions set out in Article 10.</p> <p>9.2 If and in so far as Boomsma finds the complaint to be warranted, Boomsma will, at its own discretion, only be required to repair the defect or defects or to replace the defective goods, without the Customer otherwise being entitled to any compensation whatsoever.</p> <p>9.3 A complaint will not entitle the Customer to suspend or refuse payment.</p> <p>9.4 The goods delivered may be returned only in their original, undamaged packaging and with</p>
---	--	--

<p>Boomsma's prior written consent, subject to the conditions to be determined by Boomsma. The invoice number by which Boomsma delivered the goods must accompany a request for approval to return goods. Boomsma will be entitled to compensation of not more than 10% of the amount invoiced for the relevant product if the aforesaid conditions are not met, without prejudice to Boomsma's right to claim damages in accordance with the law.</p>	<p>remain the property of Boomsma. The Customer is not permitted to make such materials available to third parties or to show the same to third parties without Boomsma's prior written consent. The goods sold or produced by Boomsma may not be exhibited at exhibitions without Boomsma's prior written consent.</p>	<p>Boomsma cannot or can no longer be required to fulfil its obligations in full or in part towards the Customer.</p>
<p>9.5 Return shipments must be sent postage paid, and the goods in question will travel at the risk of the sender.</p>	<p>11.5 Boomsma is entitled to remove or order the removal of the goods delivered by it, subject to retention of title, if the Customer fails or threatens to fail to fulfil its obligations, including payment obligations, arising from the Contract and these General Terms and Conditions. The Customer is required to co-operate fully in the removal of the goods.</p>	<p>15 <u>Liability</u> 15.1 Subject to the other provisions of this Article, Boomsma's liability is expressly limited to the provisions expressed in Article 9(2) and Article 11 with regard to complaints or warranties,¹⁹⁹⁹ which means that Boomsma is never liable in connection with goods delivered by it for any loss, including further loss and consequential loss, and that Boomsma is not required to compensate indirect loss, loss of profit, loss as a result of personal accidents, loss resulting from claims from third parties against the Customer, or any other loss whatsoever.</p>
<p>9.6 If goods that were delivered in accordance with the order are returned, Boomsma reserves the right to charge 10% administrative costs when crediting the value of such goods.</p>	<p>12 <u>Dissolution, Damages and Suspension</u></p>	<p>15.2 In particular, Boomsma is not liable for any loss that may arise for the Customer or for third parties as a direct or indirect result of:</p>
<p>10 <u>Warranty Provisions</u></p>	<p>12.1 If:</p>	<p>a. normal wear and tear caused by the use of the goods delivered or by the use of the goods delivered for a purpose other than that for which they are intended;</p>
<p>10.1 The warranty given on products delivered by Boomsma will not exceed the warranty given to Boomsma by its suppliers.</p>	<p>a. the Customer files a petition for its own bankruptcy, is declared bankrupt, assigns its estate or applies for a suspension of payments, or if an attachment is levied on all or part of its capital and such attachment is not lifted within ten days;</p>	<p>b. acts or omissions by employees in Boomsma's service or by other persons whose services Boomsma uses, including recommendations or other instructions by such persons concerning the application and use of the goods delivered by Boomsma, except in the event of intent and/or gross negligence on the part of Boomsma;</p>
<p>10.2 With due observance of the provisions of paragraph 10.1 and unless otherwise agreed in writing, Boomsma gives a warranty on the products delivered by it for a period of one year after the date of delivery of the products delivered by it, provided that the Customer properly and in a timely manner fulfils its obligations under the Contract with Boomsma (including these General Terms and Conditions).</p>	<p>b. the Customer fails to perform or to fully perform any obligations that it has towards Boomsma by law or pursuant to contractual conditions (including these General Terms and Conditions) after being given written notice of default;</p> <p>c. the Customer fails to pay an invoiced amount or part of such amount within the stipulated period; a cessation, transfer or (partial) liquidation of the Customer's business or a significant part thereof is decided on and/or implemented, including the contribution of the business to a company to be incorporated or already existing; or if the Customer decides to make or makes a change in the object of its business or decides to dissolve or dissolves its business; then the Customer will be deemed to be in default by operation of law and the debt, including remaining debt, will fall due immediately.</p>	<p>c. infringement of patents and licences or other rights of third parties caused by the use of data provided to Boomsma by or on behalf of the Customer for the performance of the order, except in the event of intent and/or gross negligence on the part of Boomsma;</p>
<p>10.3 Boomsma, in any event, does not give any warranty on:</p>	<p>d. In the situations referred to in paragraph 12.1, Boomsma will be entitled to the following, without any obligation to pay damages and without prejudice to its rights (such as its rights to fines or interest that have already fallen due and its right to damages), and without any notice of default or judicial intervention being required:</p>	<p>d. unsoundness of the construction and/or the product itself, including the end product, of which the products delivered by Boomsma are or will be a part;</p> <p>e. the use or assembly of products contrary to the instructions for use given by Boomsma or contrary to the standards that are customary in the sector, such as ISO 12216;</p> <p>f. modification of products delivered by Boomsma.</p>
<p>a. products (in general) with regard to which the Customer has failed to provide Boomsma in a timely manner with materials and/or information;</p> <p>b. measurements, if the Customer has provided Boomsma, contrary to the Contract, with incomplete/incorrect drawings and/or templates, including paper templates, with pitch measures;</p> <p>c. measurements concerning windows, hatches or portholes to be delivered if the Customer has failed, contrary to the Contract, to provide Boomsma in timely manner with hardboard or triplex templates or, if permitted under the Contract, templates provided electronically (via the Internet) with the correct measurements that fit exactly into the relevant aperture in the vehicle or vessel, or a drawing approved by Boomsma.</p>	<p>12.2 to declare the Contract dissolved in part or in full, by written notification to that effect to the Customer;</p> <p>b. to demand immediate and full payment of any amount payable to Boomsma by the Customer; and/or</p> <p>c. to obtain first, before any further performance, security from the Customer for the performance, including timely performance, of its payment obligations.</p>	<p>15.3 With regard to personal injuries incurred as a result of a defect in goods delivered by Boomsma of which Boomsma cannot be regarded as the manufacturer within the meaning of Articles 6:185 <i>et seq.</i> of the Dutch Civil Code, the Customer is required to contact the manufacturer directly. Boomsma is not liable for such losses, except in the case of products that Boomsma has imported into the EC from outside the EC or of which the manufacturer cannot be determined and Boomsma has not informed the Customer of the manufacturer's identity within a period of 30 days after the Customer filed a claim.</p>
<p>10.4 With regard to services provided by Boomsma (i.e. advice, service, repairs and revision) not arising from problems with products provided, including previously, by Boomsma, Boomsma gives a warranty for only three months after the service was provided, and that warranty will apply only to the sound performance of the work assigned, as well as to the materials used for that purpose.</p>	<p>13 <u>Industrial or Intellectual Property Rights</u></p>	<p>15.4 If, notwithstanding the above, Boomsma were nevertheless required to pay damages on the basis of the principles of reasonableness and fairness, the Customer expressly acknowledges that Boomsma's liability towards the Customer, both contractually and otherwise, is in any event limited to the risk and the amount that can reasonably be insured by Boomsma, also taking into consideration the price of the goods delivered by Boomsma and what is customary in the sector, or, whichever is lower, the contract sum in question, and Boomsma's liability for personal injuries and damage to installations and property of the Customer and of third parties will not exceed the total amount paid by Boomsma's insurer per series of events with one and the same cause.</p>
<p>10.5 A warranty provided by Boomsma will apply only if:</p> <ul style="list-style-type: none"> - a seal has not been broken and if no work, including repair work, has been performed on unsealed goods by third parties, or in any event by persons not authorised for that purpose by Boomsma; and - goods delivered by Boomsma have been assembled and/or used in accordance with the instructions for use given by Boomsma and/or in accordance with the standards that are customary in the sector, such as ISO 12216, and have not been modified. 	<p>13.1 The Customer is not permitted to remove or change any reference concerning trademarks, trade names, patents or other rights from the goods delivered by Boomsma, including references concerning the confidential nature and confidentiality of the goods delivered. The Customer is required to impose this clause on its customer as a third-party clause.</p>	<p>15.5 The Customer indemnifies Boomsma against all claims of third parties for compensation of loss related to goods delivered to the Customer by Boomsma, unless the loss is a result of intent or gross negligence of Boomsma's employees and/or third parties engaged by it.</p>
<p>10.6 In the event of repair or replacement as referred to in Article 9.2, neither the complaint period nor the warranty period will be interrupted or extended.</p>	<p>13.2 Boomsma does not accept any liability for the infringement of intellectual or industrial property rights of third parties caused by changes made to the goods delivered without Boomsma's permission.</p>	<p>16 <u>Applicable Law</u></p>
<p>11 <u>Ownership</u></p>	<p>14 <u>Force Majeure</u></p>	<p>16.1 All Contracts referred to in Article 1.2 are governed by Dutch law, to the exclusion of the Vienna Sales Convention.</p>
<p>11.1 All goods delivered to the Customer by Boomsma will remain the property of Boomsma until the time of payment in full by the Customer of all amounts that it contractually owes Boomsma and of all Boomsma's claims based on the Customer's failure to perform a contract (including interest, costs and penalty), all of this as referred to in Article 3:92 of the Dutch Civil Code. Acceptance of a bill of exchange or any other negotiable paper does not constitute payment in this context.</p>	<p>14.1 If Boomsma is prevented by an event of force majeure of a permanent or temporary nature to perform the Contract in full or in part, Boomsma is entitled without any obligation to pay damages to dissolve the Contract in full or in part by means of written notification to that effect, without any judicial intervention being required and without prejudice to Boomsma's right to payment by the Customer for performances already provided by Boomsma before the event of force majeure arose, or to suspend the performance of the Contract in full or in part. In the event of suspension, Boomsma will be entitled to declare the Contract dissolved in full or in part.</p>	<p>16.2 Any disputes arising from or related to the Contract will in first instance be submitted for settlement only to the competent court of Amsterdam, unless Boomsma, as the plaintiff, prefers a court in another district.</p>
<p>11.2 The Customer is not permitted to pledge the goods delivered by Boomsma or otherwise to encumber the same with a limited right for as long as they are subject to retention of title.</p>	<p>14.2 An event of force majeure includes all circumstances as a result of which Boomsma is temporarily or permanently unable to fulfil its obligations, such as government measures, strikes, factory breakdowns, late delivery or non-delivery of materials and components ordered by Boomsma, railway strikes, closed waterways, riots, fire, and all other circumstances in which</p>	
<p>11.3 Rights will be granted or transferred, as the case may be, to the Customer subject to the condition that the Customer always pays the agreed compensation in full in a timely manner.</p> <p>11.4 Subject to the above, all pictures, samples, drawings or other documentary materials provided for an order or the acquisition of an order will</p>		