

DELIVERY CONDITIONS

Clause 1. GENERAL

The present general conditions shall, unless otherwise expressly agreed in writing, apply to all our supplies of goods and all services provided by us. We shall not accept any general reference to his conditions by the client, who accepts these conditions by the mere fact of giving his order.

Clause 2. OFFERS

All our offers are without engagement and all data concerning drawings pictures dimensions colours quantities, etc. are only approximations.

Clause 3. ORDERS

Orders only bind us if we have confirmed them in writing.

Clause 4. PRICES

Our prices are calculated on a basis of delivery ex works, unless otherwise stated. Freight shall be charged separately, usually by third parties. The prices stated by us shall, unless otherwise agreed, be exclusive of any sales tax payable. The client established in an EC Member State other than the Netherlands shall inform us in writing of his correct VAT identification number. He shall moreover supply us with all the data and documents that we shall need as proof that the goods have been delivered in an EC Member State other than the Netherlands. The client shall hold us harmless from any claims arising from, and any harmful consequences of, the client's failing wholly or in part to observe the above stipulation. We reserve the right to increase the price payable by the client by the VAT rate applying to the supply in question for delivery within the Netherlands, if the documents are not to our satisfaction.

Clause 5. PACKING

Small packings are included in our prices. Large packings (crates, containers, etc.) are, on the contrary, charged separately and will not be included in our prices. If we receive charged packings back carriage paid, we will take it back at the price invoiced, provided it arrives at our address in good order. We do not take back any cardboard or similar packings.

Clause 6. DELIVERY

Unless otherwise agreed, delivery shall be deemed to be made ex our warehouse in Enschede. All goods shall, from the moment of shipment, travel at client's risk. Also if delivery carriage paid has been agreed, the client shall be liable for all damage connected with the transport. The client shall duly take out insurance against such risk. If the stipulation of the first paragraph of this Clause cannot be invoked, we shall not be liable to any indemnification in excess of the amount that we can obtain from the carrier or the insurer in connection with the loss or damage during the transport and we shall, at client's request, assign our claim against the carrier or the insurance company to the client.

Clause 7. TIME OF DELIVERY

The time of delivery is determined in the expectation that we shall be able to continue to work as it was foreseeable at the time of the offer, that the materials required will be delivered in good time and that the client shall, in good time, have provided us with any information required for the order. Times of delivery stated may never be regarded as deadlines, unless otherwise expressly agreed in writing. In case of late delivery the client shall therefore give us notice of default granting a reasonable time to deliver as yet. This term shall be at least one half of the time of delivery originally agreed.

Clause 8. RISK AND THE PASSING OF OWNERSHIP

Immediately after the goods shall be deemed to have been delivered within the meaning of Clause 6 the client shall bear the risk for any direct or indirect loss or damage that will be caused to him or third parties to or by these goods without prejudice to the stipulations of Clause 6. We retain the ownership of the goods that we shall have supplied until the client shall have fully supplied consideration, inclusive of interest and additional costs, if any, for all goods that we have or shall have delivered under

any contract and/or for work done or to be done under such contracts. During the retention of ownership all risks shall be for the account of the client. The client shall be held to keep the goods delivered under retention of ownership to the extent possible with the care required and as recognisable property of Buttonboss, all this in the most suitable manner thereto. If our buyer is established in Germany there shall, contrary to the above, apply an extended retention of ownership in accordance with German law governing this matter, as included in the Special General Condition set out in Annex 1 forming an integral part of these General Conditions.

Clause 9. PAYMENT

The place of payment shall be the city where Buttonboss has its registered office. Unless otherwise agreed, payments shall be made not later than within 30 days from the invoice date. If the client shall not pay within the prevailing term of payment, he shall be deemed to be in default by operation of law and we shall, without any warning or notice of default, be entitled to charge the client with statutory interest for overdue payment at the rate of 12 per cent. per annum on the principal sum. Any reference to a setting off against alleged debts due by us is excluded. Deduction for cash payment shall not be allowed, unless otherwise agreed. We reserve the right to claim immediate payment or security at any time. In the event of overdue payment we may claim all attaching costs out of court from the client. These costs are fixed at 15 per cent. on the principal sum. (inclusive of VAT).

Clause 10. GUARANTY

All new goods supplied by us and manufactured by third parties are guaranteed by us in accordance with the guaranty issued by such third parties to us, to the extent it shall be applicable. Other goods supplied by us shall be guaranteed in conformity with the relevant stipulations in contracts and/or offers.

Clause 11. COMPLAINTS

Any defects externally visible and those that can be established by tests shall be claimed by the client on testing or on inspection/testing at our warehouse and in all other cases within 8 days after the client shall have received the goods, in the absence whereof our obligation of guaranty in respect of such defects shall end. Defects not externally visible shall be claimed by the client within 8 days after such defects shall have been observed, in the absence whereof our obligation of guaranty in respect of such defects shall end.

Clause 12. LIABILITY

Without prejudice to statutory provisions of public order and guaranties, if any, issued under Clause 10, our liability for loss or damage, for failure in performance or otherwise, shall be limited to the sum that shall be paid under the policy taken out by us for the purpose, but at any rate to the invoice amount of the goods to which the loss or damage refers, but never to more than € 4.500,00. We shall not be held to make good costs, damages and interests inter alia on account of personal injuries and loss or damage to movables or immovables. The client shall be held to keep us harmless and make good all cost damages and interests that shall arise for us in direct or indirect consequence of claims from third parties against us in the matter of occurrences, acts or omissions for which we are not liable under these General Conditions. We shall never be liable for the use of pictures and/or texts on articles manufactured by us or by order of third parties for which the client shall have commissioned us. The client shall guarantee that he is entitled to make use of said pictures and/or texts and shall unconditionally keep us harmless for any claim in the matter from third parties for infringement of industrial or intellectual property rights.

Clause 13. DISSOLUTION

If the client fails to observe his obligations under the contract and/or these conditions we shall be entitled to suspend the contract or, without any notice of default, wholly or in part and out of court, without being held to any compensation or guarantee, to dissolve the contract, in our option. If the other party shall be in a state of force majeure under the law we shall be entitled to dissolve the contract in the same way without prejudice to the other powers under the law. If we shall be in a state of force majeure the client shall not be entitled to claim delivery, nor compensation, nor suspension or dissolution, but he shall on his part be held to perform his obligation, unless it is a matter of a permanently impossible performance. If the client shall not, not properly or not in good time, perform any obligation to which he shall be held under this contract or any other contract concluded with us, and in the case of bankruptcy, administration order, closing down or winding up of the client's business, he shall be deemed to be in default by operation of law and we shall be entitled to dissolve the contract in the same way as

described above. Any debt due by the client that we shall at that time have or obtain shall forthwith and fully be exigible. If our buyer is established in Belgium, the following resolatory stipulation shall in addition to the foregoing apply, in accordance with the provisions of Belgian law governing the matter: In the event of non-payment on the due date we may deem the sale to be null and void by operation of law and without any warning. Any advance payments made shall remain with us to make good possible losses in the event of resale.

Clause 14. APPLICABLE LAW AND DISPUTES

All contracts concluded with us shall be governed by Dutch law, unless it otherwise appears from the contract and/or these conditions. Any disputes arising from offers made and contracts concluded by us under whatever name shall exclusively be submitted to the opinion of the competent Court at Amsterdam.