



# vs rubber recycling

For sale and delivery of products

By

**VS RUBBER RECYCLING B.V.**, located at Venlo, the Netherlands

Deposited at the Chamber of Commerce at 's-Hertogenbosch, the Netherlands on the 9th. of December 1996.

#### Article 1: General

- In these General Conditions the following definitions are applicable:
  - Seller: VS Rubber Recycling B.V., Heierhoevenweg 15,5928RN Venlo, The Netherlands.
  - Buyer: the contractual party of VS Rubber Recycling or, as the case may be, the party to which VS Rubber Recycling has submitted its quotation.
- These general conditions are applicable to all quotations and agreements made by Seller unless specifically deviated therefrom in writing. Buyer accepts the applicability of these general conditions through the mere fact of placing an order, also if the conditions of Buyer stipulate differently. Every applicability of general conditions of Buyer is expressly denied.
- Deviations from these general conditions are only applicable if expressly confirmed by Seller in writing.
- Any specific terms in contracts to which these General Conditions apply prevail over the terms of these General Conditions.

#### Article 2: Quotations, entering into force of the contract, supplying of data

- Unless specified differently, the validity period of Seller's quotations is 3 months, calculated from the date the quotation is submitted. The contract enters into force by means of Seller's dispatching the order acceptance to Buyer. If for whatever reason, the order acceptance has not been sent out, the entering into force of the contract is proven through the execution of it by Seller.
- All product data such as composition, weight, size of grain and the like which have not been laid down in written specifications provided by Seller to Buyer, are only approximative and therefore not binding for Seller. The same applies to shown or supplied samples.

#### Article 3: Prices, price adjustments

- If quoted prices are exclusive of turnover tax and any other government charges levied on the sale and delivery. Applicable delivery terms are per transaction contained in the order confirmation.
- If after the date of entering into force of the contract one or more price factors are increased, even if this occurs as a consequence of foreseen circumstances, Seller shall be entitled to adjust its prices accordingly.

#### Article 4: Delivery, taking delivery, delivery time

- Seller has fulfilled its delivery obligations, and therefore the products have been delivered, if the products are provided to Buyer at the agreed upon time and place according to the shipping documents of the forwarder.
- If buyer refuses to take delivery of the products, return-transportation costs, storage costs and all other necessary costs shall be at Buyer's charge. In such case, Seller shall store the products for a maximum period of 15 days from the date they are provided to Buyer and inform Buyer that it can take delivery against cash payment. Upon expiration of this period, Seller shall be entitled to dispose of the products at its will.
- Seller shall be entitled to partial delivery.
- The delivery time runs from the date of entering into force of the contract. Seller shall do its utmost to comply with any submitted delivery time but shall not be bound by such. Non-compliance with the delivery time shall not entitle Buyer to terminate the contract in whole or in part, nor shall it give Buyer the right to compensation of damage, unless in case of gross negligence on the part of Seller.
- The following circumstances shall suspend the delivery:
  - non-compliance of any payment obligation by Buyer;
  - all cases of force majeure as described in article 9.

#### Article 5: Reservation of title, security

- The ownership of the products is not transferred to Buyer until it has fulfilled all of its obligations resulting from the contract.
- As long as the ownership has not passed to Buyer, Buyer shall, without written permission of Seller, neither be entitled to dispose of the products in whatever form, not to encumber or pledge the products or to bring same in any other way under the control of third parties. Seller can make its permission subject to further conditions.
- As long as the reservation of title is valid, Seller shall be given free access to the products. Buyer shall fully cooperate with Seller in order to enable Seller to effectuate the abovementioned reservation of title by taking the products back.
- If third parties intend to claim the products supplied under reservation of title or arrange for them to be claimed, Buyer shall be obliged to notify Seller as soon as possible.
- At Seller's first request, Buyer shall be obliged to pawn all receivables on its buyers as a result of the further processing of the products delivered under reservation of title in the way as prescribed in article 3:239 of the Dutch Civil Code.
- Buyer shall be obliged to assist Seller in all reasonable measures Seller intends to take in order to protect its right of ownership with respect to the products and which do not unreasonably interfere with Buyer's normal business operations.
- If Seller has good reasons to fear that Buyer will not or not timely be able to meet its payment obligations, Seller shall, before and during the execution of the contract, be entitled to demand additional payment conditions or to suspend the execution of its

obligations under the contract until Buyer, upon Seller's request and within a requested period, has provided sufficient security for the fulfillment of its payment obligations. If Buyer fails to do so, Seller has fulfilled its delivery obligation by offering the products to Buyer under cash upon delivery conditions.

#### Article 6: Payment, cash collection

- All payments shall be made without any deduction, discount or settlement in a bank account, designated by Seller within 30 days from the date of invoice.
- Payments made by Buyer always serve in the first place to settle any interest and costs payable and secondly, to settle the outstanding invoices which have remained unpaid longest, even if Buyer indicates that payment is made to settle an invoice of a later date.
- On any delayed payment, Buyer shall, as of the due date and without any summons being required, incur a late payment interest of 5% per month or part thereof as well as all costs related to the collection, whether or not with interference of the court, such cost being fixed at 15 % of the concerned amount with a minimum of EUR. 500,-.
- The provision of the foregoing paragraph applies without prejudice to Seller's right to suspend the further execution of the contract because of Buyer's late payment or to cancel the part of the contract, not yet executed by means of a written declaration. Cancellation of the contract does not affect Seller's right to claim damage compensation.
- In case of bankruptcy or suspension of payment of Buyer or closing down or liquidation of its enterprise, Seller shall be entitled to request immediate payment of all amounts not yet due.

#### Article 7: Complaints, warranty

- Complaints concerning the products can only be dealt with if processing or further delivery of the products has not yet taken place and the default could have been discovered easily. Complaints based on technically inevitable deviations in the composition and characteristics of the product cannot be dealt with.
- Complaints concerning defaults which can be noticed externally must be made in writing within 8 days from delivery, failing which Buyer shall be deemed to have accepted the products.
- Complaints concerning the quality of the products must be made in writing within 14 days from the date Buyer has noticed the default but in any case not later than 6 months from delivery of the concerned products.
- Seller warrants the good quality of the products in the sense that these products are in conformity with the specifications provided by Seller. If a warranty claim is honoured, Seller shall, at its option, either take the concerned products back and replace same with products of good quality, or credit Buyer the invoice value of the concerned products.
- Complaints of whatever nature do not suspend Buyer's payment obligations. Return shipments can only take place with the explicit consent of Seller.

#### Article 8: Liability, hold harmless

- Without prejudice to Seller's liability according to any legal provision, Seller's liability shall be expressly limited to the fulfillment of the warranty obligations as contained in article 7. Any claim arising out of or related to business loss and/or other forms of indirect or consequential damage is expressly excluded.
- If and to the extent Seller is held liable by any competent judge, notwithstanding the provisions of paragraph 1 above, Seller's liability towards Buyer shall under all circumstances be limited to 3 times the invoice amount of the product in relation with which the liability was established.
- Buyer shall hold Seller harmless against all claims from third parties relating to damages for which Seller is not liable according to these General Conditions.

#### Article 9: Force majeure

- Seller shall be entitled to invoke force majeure, which is understood to mean any circumstances which interfere with the implementation of the contract and which cannot be attributed to Seller. Force majeure includes: strikes, occupations, a shortage of raw materials and other equipment or services, required for the fulfillment of the contractual obligation, unforeseeable stagnations at suppliers or other third parties on whom Seller depends and all other matters and facts beyond Seller's control.
- During force majeure all obligations of Seller are suspended. If the period of force majeure lasts longer than 6 months, both parties will be entitled to terminate the contract without being obliged to pay any damages.
- If Seller has already partially fulfilled its obligations, it shall be entitled to a fair compensation of costs which it has incurred until the time force majeure occurred.

#### Article 10: Applicable law and dispute resolution

- Dutch law shall exclusively be applicable to all relationships to which these General Conditions apply and to all contracts resulting therefrom.
- All disputes between Seller and Buyer – including those which are considered as such by one party only – shall be settled by the competent court at 's-Hertogenbosch, the Netherlands.

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