

General terms and conditions of sale and delivery SCM Ref B.V.

Article 1: Applicability.

1. These general terms and conditions exclusively apply to all offers made by us, all agreements concluded with us, as well as the performance thereof, and to all other obligations entered into with us. The applicability of the general terms and conditions applied by purchaser, by whatsoever name, are hereby expressly rejected.
2. Derogations from the general terms and conditions hereinafter can only be agreed in writing and will only apply after express confirmation in writing thereof by us to purchaser.
3. The law of the Netherlands applies to all agreements and obligations to which these general terms and conditions of sale and supply apply.

Article 2: Offers.

1. All our offers are without obligation.
2. The images, catalogues, drawings or any specifications provided in another manner with regard to the measurement, weight, capacity, performance, etc. of the goods offered are deemed to be given by approximation.
3. We are not obliged to provide detailed drawings.
4. The components and advice offered are based on the data provided by you. We expressly state that the installer is at all times ultimately responsible for the installed capacities and for a proper working of the installation.

Article 3: Formation of agreements.

1. The formation of the agreement is evident through the sending of the confirmation in writing by us to purchaser that the order has been accepted. In the absence of confirmation in writing, the formation of the agreement will be evident from us executing the order placed.
2. Any additional arrangements or amendments made will only be binding for us as soon as we have confirmed these in writing.
3. Derogation from the usual and/or reasonable tolerance during the delivery do not give purchaser any right to complaint, replacement, reimbursement, termination, suspension and/or compensation or any other right whatsoever.

Article 4: Prices.

1. The prices are based on the level of wages, wage costs, social security contributions and government charges, freight, insurance premiums, prices of raw materials, (auxiliary) materials, parts, exchange rates of foreign currency and all other costs applicable at the time of the offer, respectively contract date. In the event of an increase of one or more of these factors we will be entitled to increase the offer, respectively contract price accordingly, all this with due regard to any existing statutory regulations related to this, however, always provided that future price increases already known at the offer respectively contract date, must be stated at that time. We retain the right to change prices at all times without prior notification.

2. The prices are based according to the delivery conditions which are set out in the sales document. In case of oral offers/assignments or in case of the absence of the notification of delivery conditions in the document in writing, it will apply that the prices are based on the delivery ex-works (EXW) in accordance with the Incoterms applicable at the date of the offer.
3. Orders of less than an invoice amount of EURO 125.- excluding VAT will be charged with an amount of EURO 17,50.- service fee.
4. The following handling fee will be deducted from our credit note:
 - a. 10% of the invoice amount up to a maximum of EURO 135.-
 - b. The minimum handling fee of EURO 15.-
 - c. The freight costs of the original delivery.
5. SCM Ref B.V. has an on-call helpdesk outside office hours: from 7AM to 10 PM. The client will be assisted directly by a sales employee of SCM Ref B.V. This service is offered for urgent malfunctions. Outside office hours we charge a contribution of EURO 95.- net, excluding VAT for this service.

Article 5: Deliveries.

1. Purchaser is obliged to take receipt of the goods offered to purchaser.
2. Delivery dates stated will never be considered to be a final deadline, unless expressly agreed otherwise.
3. The delivery time commences, unless agreed otherwise, on the last of the following dates.
 - a. the day of the coming into effect of the agreement;
 - b. the date of receipt by us of the documents, data, permits and suchlike, necessary for the execution;
 - c. the day of fulfilment of the formalities which are necessary prior to us being able to perform the agreement;
 - d. the day of receipt by us of all that which must be fulfilled in accordance with the agreement for the performance thereof in case of advance payment. If interim amendments of the agreement are made, or the performance thereof is suspended, then the delivery time will be extended by the duration of the extra work arisen through these amendments, or the amendment of the period of the suspension;
4. Except for wilful recklessness on the part of seller, exceeding of the delivery time, due to whatsoever cause, does not give the purchaser any right to compensation of direct or consequential damage or to reimbursement of whatsoever costs, or to termination of the agreement, or to non-fulfilment of any obligation, which might ensue to purchaser from the purchase agreement or a related agreement, or to, whether or not with

authorisation of the court, carry out, or have carried out, work for the performance of the agreement.

Article 6: Transport, packaging and risk transfer.

1. The manner of transport, packaging, etc. will, if no other instructions are given by purchaser, be determined by us, without this giving us any liability for this, and without us being obliged to take back the packaging.
2. The transport and the risk transfer of the goods will also take place in conformity with the applicable Incoterm on the basis of Article 4.
3. The risk of the goods delivered by us to purchaser transfers to purchaser at the time when the goods have left our business premises / warehouse.
4. In the case of deliveries, the packaging and contents must be checked before signing, and any damage on the consignment note must be recorded and, if necessary, a photograph must be taken. Transport damage can only be handled if you make a report within 24 hours and also include a copy of the consignment note.

Article 7: Payment.

1. The invoices sent by us to purchaser must be paid 30 days after the invoice date. Payment must take place by transfer to a bank or giro account specified by us. Payment must take place in EURO, including VAT. The value date stated in our bank/giro statements is the determining factor for the ascertaining of the day of payment. We also refer to the European Directive 2011/7/EU.
2. Purchaser will not be entitled to any reduction or set-off compensation, by whatever name, unless this has been permitted by us in writing.
3. Every payment from purchaser will be applied firstly for the settlement of the interest and costs owed by purchaser to us, and subsequently will be deducted from the longest outstanding claim.
4. If the amount owed, in accordance with the invoice, is not paid within the period stated in this article, then purchaser will be, without the requirement of demand letter or prior notice of default, in default and purchaser will from the invoice date owe commercial interest to us on an annual basis of 3 points above the Dutch statutory interest applicable at that time, as referred to in Section 119a and 120 subsection 2 Book 6 Civil Code, and will also owe all judicial and extrajudicial costs incurred for the collection of the claim. The collection charges will also be recovered.
5. Every agreement is entered into by us on the suspensive condition that sufficient creditworthiness of the purchaser is evident from the information to be obtained by us.
6. We are at all times entitled, also after we have wholly or in part executed an agreement, to require the purchaser to provide sufficient security that purchaser will fulfil purchaser's tax obligations prior to us executing the agreement any further.

7. In derogation from the provisions of subclause 1 of this article, we are entitled in appropriate events, which in our opinion are eligible for this, to exclusively deliver after advance payment, payment in cash, or cash on delivery, if necessary in derogation from any arrangements made earlier.

Article 8: Retention of title and transmission of ownership.

1. All goods delivered and to be delivered by us remain our property until purchaser has fulfilled all purchaser's obligations towards us with regard to the previous and following deliveries concerned, with regard to the extra work carried out or to be carried out by us, as well as with regard to our claims against purchaser due to failure by purchaser in the performance of purchaser's obligations towards us.
2. Purchaser is entitled to sell or use the goods in the context of the usual business operations, but is not entitled to dispose, encumber with a restricted right or right of enjoyment the goods, or otherwise withdraw the goods from our opportunity for recovery.
3. Insofar as our property is lost through specification, the purchaser must provide cooperation during the establishing of a pledge without notice to the debtor to the amount of the claim which we, on whatsoever basis, might have against purchaser.
4. Purchaser is obliged to inform us immediately about claims or attempts by third parties to get control over the goods, which are our property, or try to recover therefrom. Purchaser is obliged on its part to do everything to protect our property or rights of claim.

Article 9: Guarantee and complaints.

1. Defects which are exclusively, or to a considerable extent, the result of an incorrect construction designed by us and/or defective finishing by us and/or faulty material used by us, will be repaired by us free of charge, with due regard to the provisions stated hereinafter under 2 up to and including 6, if the following conditions have been fulfilled:
 - a. the defect must have arisen prior to the end of the period of 12 months after the delivery;
 - b. the defect must be reported to us in writing within 14 days from discovery;
 - c. the defective item must be returned to us, carriage paid, upon our request.
 - f. Goods that are not in the original state and/or are not in the original packaging.
2. If the complaint is sustained we will be obliged at our discretion, to either repair the defective item, or to replace the defective item or part thereof. If repair or replacement is not possible, then we will reimburse the cost price of the defective item or part thereof to purchaser. Goods which are returned for repair must be delivered, carriage paid, to our central warehouse at Westfields 1210, 5688 HA Oirschot after our agreement. (Clients can contact the returns department).

In case of absence of a clear error/complaint description, a standard inspection amount of EURO 45.- will be charged.

3. With regard to defects of goods which have not been manufactured by us, we have no other obligation than that which our supplier has in relation to us and only then if that supplier has in fact fulfilled its obligations in relation to us.
4. With regard to damage to the paint or chrome work we cannot provide any guarantee, unless that damage is the result of quality or construction faults of other parts.
5. Any defect of the goods delivered by us and/or submission of a complaint does not release purchaser from the obligation of payment of the amounts charged to purchaser.
6. The guarantee does not apply if and for as long as purchaser does not fulfil purchaser's contractual obligations towards us. Subsequently the guarantee is restored with retroactive effect.
7. In the event that the delivered products have visible defects and the purchaser at the acceptance of the products has failed to complain forthwith about these defects to the seller, then the guarantee obligation of the seller referred to above will lapse.
 - 7a. Damaged goods, also in case the damage is not visible externally from the packaging, must be reported in writing within 2 days (48 hours) to the carrier and the sender. If this does not take place we will not accept the damaged returns.
 - 7b. Defective goods, with regard to the guarantee claim and which are returned for guarantee must be accompanied by a return form, carriage paid, to our central warehouse at Westfields 1210, 5688 HA Oirschot after our agreement.
8. Goods which are delivered by us in conformity with an order will not be taken back by us. However, out of goodwill gesture considerations, we will in certain cases be prepared - after consultation - to take the goods back, but exclusively subject to the condition that they have not been used. The goods to be sent in return must be in the original, undamaged factory packaging without any writing on the packaging, accompanied by a return form, carriage paid, to our central warehouse at Westfields 1210, 5688 HA Oirschot after our agreement.
9. The following unused goods will not be taken back by us:
 - a. Goods which are more than one month old from our invoice date.
 - b. Goods which have been built in and/or damaged.
 - c. Goods which were ordered specially.
 - d. Goods below a net value of EURO 100,-
 - e. All goods which are not accompanied by a return form will not be accepted. Aforesaid guidelines also apply when the return has been announced by you in advance by telephone. We emphasise that we will apply these guidelines strictly.
 - f. Goods that are not in their original condition and / or are not in the original packaging.
10. The speed regulation of ventilators on the basis of a voltage reduction can cause noise problems. We cannot be held liable

for this. In such cases a suitable frequency control plus filter is the solution.

Article 10: Liability.

1. Except for provisions on the basis of mandatory legal provisions and except for in the event of intent or wilful recklessness on our part, and except for that which we might be obliged to on the basis of guarantee, we will not be obliged to compensation of any damage of whatsoever nature on the part of purchaser as well as third parties, also if this damage has arisen through intent or wilful recklessness of our employees and third parties and/or auxiliary materials engaged by us during the performance of the agreement.
2. Our liability is at all times limited to the amount insured with regard to the damage arisen. If in certain cases no insurance cover might appear to exist, then our liability will be limited to the invoice amount.
3. The purchaser is bound to indemnify, respectively reimburse the seller, with regard to all claims by third parties for compensation of damage, for which the liability of the seller is excluded in these conditions in the relationship with the purchaser.

Article 11: Property.

1. All drawings, images, catalogues and other data, models and tools and suchlike, provided by us, remain our property - also if costs have been charged for this - and must be returned to us upon our request.
2. Purchaser is not entitled to copy, reproduce and/or provide to, or give access to third parties, the documents and data referred to in the previous subclause. The intellectual property remains at all times the property of SCM Ref B.V. and may not be disposed of, copied or disclosed for commercial reuse by third parties in an unauthorised manner or without permission. The rights remain exclusively reserved to SCM Ref B.V.
3. No rights can be derived from any images in our publications, such as: folders, brochures, catalogues and other media, as well as our website. These are only indicative and constantly subject to change. Technical data and specifications are subject to amendments.

Article 12: Intellectual and/or industrial property rights.

1. We indemnify purchaser against infringement of patents or similar rights of third parties.
2. However, in the event of sale and/or assembly on the basis of drawings, models or other instructions, in the broadest sense of the word, which we have received from purchaser, then purchaser will be fully responsible for ensuring that the sale and/or assembly of the item concerned does not affect any brand, patent or similar right of third parties. If a third party on the basis of any alleged right objects to the sale, we will forthwith be entitled to cease our work in this respect, and will inform purchaser about this and claim compensation from purchaser, without us being held liable towards purchaser for

any compensation. Purchaser will fully indemnify us against any claims by third parties as referred to in these general terms and conditions.

Article 13: Termination.

1. If:
 - a. purchaser does not, or not properly, fulfil any obligation towards us;
 - b. purchaser is declared insolvent, a petition for this purpose has been submitted, moratorium is, or has been, applied for, or when purchaser has been granted a moratorium.
 - c. attachment is made on the whole or part of the assets of purchaser;
 - d. purchaser pursuant to a judicial decision has become legally incompetent, or deprived of liberty;
 - e. purchaser is dissolved or gone into liquidation, and if it concerns a natural person, dies;
 - f. purchaser proceeds with cessation or has already proceeded with this, transfer of the company of purchaser, or an important part thereof, including merger with a company to be founded, or already founded, and purchaser has still not fulfilled all its obligations towards us, then we will have the right, through the sole occurrence of one of the circumstances stated, without the requirement of any warning or notice of default or judicial intervention, to either consider the agreement to be terminated, or claim the delivery as our property, or demand any amount in full owed by purchaser to us. In addition we have the right to claim compensation from purchaser of all costs, damages and interest related thereto.
2. If we are entitled to reclaim the delivered goods as our property, the purchaser will be obliged to indicate the place where the goods are located to us, to identify the goods as our property, and to hereby provide us with permission to access the sites and buildings concerned in order to take the goods back.
3. All costs, judicial as well as extrajudicial which we have incurred for the upholding and/or enforcement of our rights are on the account of purchaser.

Article 14: Force majeure.

1. Force majeure includes in this matter: every circumstance beyond the control of parties and/or that is unforeseen - even if at the time of the coming into effect of the agreement this was foreseeable - as a result of which the fulfilment of to which these general terms and conditions apply, is permanently or temporarily prevented. Force majeure includes in all events job strike, factory sit-in, excessive sickness absence of staff, defective machinery, riot, wilful damage, fire, water damage, defective machinery, breakdowns in the supply of power, government measures, including in all events import and export barriers, sales bans and all other operational failures, all this at our place of business or that of our suppliers, as well as breaches of contract by our suppliers due to which we cannot reasonably fulfil our obligations towards purchaser in a timely manner.
2. In the event of force majeure we, as well as purchaser, will be entitled, without judicial intervention, to either suspend the performance of the agreement for the duration of the cause prevented by force majeure, or terminate the agreement wholly or in part.
3. If we, at the occurrence of the force majeure situation, have already partially fulfilled the obligations, then we will be entitled to invoice separately and in the interim for the work carried out, or delivered goods, and purchaser must pay this invoice as if it concerned a separate transaction.

Article 15: Disputes.

1. All disputes - including those which are only considered to be so by one of the parties - will, if we require this, be submitted to the judgement of an arbitration tribunal, excluding the usual court.
2. This arbitration tribunal will be appointed in accordance with the rules issued in the articles of association of the Court of Arbitration for the Metal Industry and Trade in the Netherlands in The Hague, and will decide with due regard to the articles of association of this Court of Arbitration.

Article 16: Applicable law.

The law of the Netherlands, applicable for the Kingdom in Europe, applies to all agreements, to which these conditions apply wholly or in part. The applicability of the Vienna Sales Convention is excluded.