



General Terms and Conditions of Sale and Delivery

The General Terms and Conditions of Sale and Delivery of the private company with limited liability ALOM b.v. (hereafter referred to as 'ALOM') having its registered office and principal place of business on Kolk 1 in Arkel (the Netherlands). Filed with the Chamber of Commerce.

Article 1 / Applicable terms and conditions

1. These general terms and conditions apply to all offers, confirmations of instructions submitted by ALOM and to the agreements entered into with ALOM, as well as to the execution thereof by ALOM.
2. In these terms and conditions 'the other party' is taken to mean: every (legal) entity signing an agreement with ALOM, or wishes to do so as well as its representatives, authorised party/parties and heirs.
3. The general terms and conditions maintained by the other party are emphatically dismissed by ALOM even if they may have been accepted by ALOM as part of a previous legal relationship. The other party in a legal relationship may invoke stipulations deviating from these General Terms and Conditions of Sale and Delivery if and insofar they have been accepted by ALOM in writing as regards this legal relationship.
4. ALOM is not bound nor liable if the other party informs ALOM about changes and/or deviations by email or through the internet or otherwise and ALOM does not return a confirmation in writing.
5. Singular words also involve words in plural and vice versa if the context in which they are used stipulates as such.
7. Oral commitments/agreements made by ALOM's members of staff do not oblige ALOM unless ALOM itself has confirmed these commitments and agreements in writing.
8. Any additional agreements or alterations that followed subsequently shall only bind ALOM if ALOM confirms these additional agreements or alterations in writing. The other party is to compensate ALOM for all costs incurred, including lost profit, that ensue from an addition to or alteration of the agreement requested by the other party.
9. If the other party cancels (part of) an agreed delivery, then the other party shall be liable at all times for the resulting expenses and lost profit. These have been set at 20% (in words: twenty percent) of the cost price of the (partial) delivery. The other party must pay the 20% compensation of the cost price within seven days of receiving an invoice from ALOM. The costs and profit lost may also exceed 20% of the cost price of the (partial) delivery referred to above if ALOM is able to demonstrate that loss is higher indeed. In this case the other party shall pay ALOM the demonstrated percentage within seven days of receiving ALOM's invoice.
10. If there is good reason to believe that the other party shall not meet its commitments towards ALOM, such as at the discretion of ALOM, then upon ALOM's demand the other party shall properly and in the form requested by ALOM furnish security by means of a bank guarantee or otherwise, or supplement security already furnished up to an amount that is deemed sufficient for meeting commitments. ALOM is entitled to suspend execution of the agreement until the requested security has been furnished and/or until it has received payment, without ALOM being liable for compensation whatsoever. If the other party fails to meet this request then all its commitments shall be due and payable forthwith.

Article 2 / Offers, formation of the agreement and the agreement

1. Dimensions, capacity, weight, prices, output and other details provided in the advertisements, images, catalogues, circulars, price lists, prospectuses, offers and other descriptions are merely indicative.
2. All offers submitted by ALOM, regardless of their form, are noncommittal and approximate. All offers are intended for the other party to whom they are addressed, unless explicitly stated otherwise.
3. The other party acknowledges the contents of ALOM's offer(s) as being the intellectual property of ALOM and the other party is responsible for making sure that (parts of) these offers are not to be copied nor shared with third parties. ALOM is not obliged to provide detailed drawings.
4. Projects and acceptance thereof by the other party are irrevocable for the other party. A binding agreement however shall only come about after ALOM's written confirmation of the order or confirmation of the order by the other party.
5. ALOM's confirmation in writing is expected to represent the agreement correctly and completely, unless the other party objects to it no later than on the first working day of receipt.
6. If the other party's acceptance includes reservations or alterations of ALOM's offer, then the agreement shall only come about if ALOM has informed the other party in writing that it agrees to these alteration of the offer.

Article 3 / Prices

1. Prices mentioned in the offer are presented in Euro (€).
2. Prices mentioned in the offer are ex works, warehouse or other storage places of ALOM and exclusive of Dutch VAT, transport and delivery costs, packaging and insurance costs, import and export duties as well as other taxes, claims and levies. These costs are to be paid by the other party, unless explicitly agreed otherwise in writing.
3. The price for items to be delivered excludes activities to be performed. The price for activities performed shall be stated individually.
4. If one or several cost price factors, including costs of material and costs for performing activities upon signing the agreement and until delivery date have increased, ALOM shall have the right to increase prices accordingly.
5. In some situations returned packaging is used. The amounts requested and the returned packaging price is stated by ALOM in its offer. A returnable deposit is

applicable. The returned packaging needed is to be invoiced for each order and credited subsequent to the returned delivery, having verified both the amount and quality. The amount credited shall not exceed the amount invoiced in the first place. Items are to be returned to ALOM's warehouse in Arkel (the Netherlands), however they may also be submitted to a transporter delivering ALOM's goods, provided this has been discussed with and confirmed by ALOM in writing/by email.

Article 4 / Stipulations

1. Payments are to be received within thirty days of the invoice date on ALOM's bank account number.
2. If ALOM has good reason to suspect that the other party shall not meet its payment obligation, and also in the event of moratorium, bankruptcy or request thereof, seizure, closure or winding-up of the company, previous overdue payment etc., ALOM may demand full payment in cash in advance or upon delivery.
3. In the event of overdue payment the other party, without a notice being required, shall be indebted the statutory commercial interest pursuant to article 6:119a of the Netherlands Civil Code for the outstanding part, whereby overdue payment during part of a month is considered to be overdue payment throughout the month.
4. Any extrajudicial collection charges related to a direct debit order are set between the parties at 15% of the principal sum indebted by the other party and they are to be paid by the other party.
5. Upon overdue payment, e.g. failing to meet the request referred to above to make a cash payment in advance or upon delivery, ALOM shall be authorised to suspend execution of the agreement until full payment has been made and, in case of incomplete payment after a written notice, terminate the agreement partly or entirely without ALOM being liable for compensation whatsoever. None of this shall interfere with ALOM's right to compensation.
6. All payments made by the other shall first be applied to settle ALOM's extrajudicial collection charges, and secondly to pay the interest due and thirdly to pay the principal sum and/or the oldest outstanding invoices and accrued interest.
7. Complaints about invoices shall be submitted in writing and within ten (10) days of the invoice date. Invoices that are not objected to within this period are considered to have been accepted by the other party.
8. The other party may not settle any invoices with claims against ALOM.
9. In the event of bankruptcy, moratorium or seizure on the part of the other party then all the amounts which the party is to pay to ALOM become entirely due and payable and ALOM may set off costs without delay.

Article 5 / Delivery

1. The delivery periods indicated by ALOM – insofar parties have not explicitly agreed otherwise – are approximate periods and they are ex works. They shall be observed by ALOM insofar such is within ALOM's capacity. Exceeding these delivery periods shall by no means entitle the other party to compensation. The other party's penalty clauses shall under no circumstance be accepted by ALOM. 2. The other party in order to ensure proper execution of the agreement shall provide ALOM with all useful and necessary details and/or information on time and render every assistance.
3. Delivery of goods takes place once ALOM has actually delivered or provided goods on the agreed place of destination. The other party's representative must be present upon delivery in order to check the delivery/packaging at once for any shortcomings and/or damage, and also to complete and sign the consignment note. If such is not possible, then ALOM may confirm the actual delivery or provision to the other party by telephone, after which goods are delivered and are within the other party's sphere of risk. In this case ALOM shall include a copy of the packing slip with the materials delivered and also take a picture of the items delivered on site.
4. The other party is to report any shortcomings or damage to the delivery and/or packaging, present upon the actual delivery of goods or provision thereof, on the delivery note, invoice and/or transport document. Failing to do so means that ALOM shall assume that the agreement has been properly met and also ALOM shall not accept any complaints concerning this delivery and/or packaging.
5. ALOM is entitled to make partial deliveries, which ALOM may invoice individually. The other party is obliged to accept these partial deliveries.
6. If the other party for whatever reason cannot or does not wish to receive the goods, ALOM shall have the right to store these goods in its warehouse or elsewhere at the other party's expense and risk, including the risk of deteriorating quality. Shipping costs and other related costs are also to be paid by the other party, without prejudice to the statutory right to full compensation.
7. Unless expressly agreed otherwise ALOM shall have the right to perform activities agreed upon at its discretion, alternatively by engaging third parties or in stages.

Article 6 / Transport, transfer of risk and retention of title

1. The transportation, shipment and packaging manner is to be determined by ALOM, insofar parties have not expressly agreed otherwise. Any specific wishes of the other party concerning transportation, shipment or packaging are only to be met if the other party confirms it shall pay the additional costs.

2. Unless parties have agreed in writing that products are to be unloaded by ALOM, the risk and costs for unloading goods shall be paid by the other party provided the goods involved exceed 25 kg.
3. If goods are to be delivered on one or several specific locations, where further prescriptions prevail pursuant to (an) exceptional regulation(s), then the other party is to ensure the observance thereof at its own expense and risk.
4. The risk of the goods to be delivered shall always and permanently be transferred upon arrival at the agreed place of delivery.

Article 7 / Faults and complaint periods

1. The other party upon the delivery of goods shall verify the items to see if they meet the agreement. Any complaints regarding goods delivered by ALOM must be reported to ALOM without delay stating reason. Any complaints regarding activities performed by ALOM shall be reported to ALOM in writing stating reasons and within 10 working days from performance of these activities. In joint consultation between both parties ALOM may determine whether the missing part is to be delivered, and whether recovery, replacement or return payment is to take place. Upon exceeding the aforementioned terms the right to object shall cease to exist and ALOM shall be expected to have met its commitments.
2. Any faults that despite careful inspection could not have been noticed within the periods stated above as well as faults discovered within 360 days of the delivery date, are to be reported to ALOM without delay while, notwithstanding any deviating regulation that might exist between the parties, the processing of the matters in question is to be discontinued forthwith.
3. The other party upon claiming any fault shall render every assistance to ALOM to allow the latter to investigate the soundness and reason for the objection such as the provision of sample material as requested by ALOM, and also allow ALOM to investigate the quality of the goods on site.
4. If ALOM considers the fault which the other party has reported in accordance with the previous paragraph proven, in joint deliberation the parties shall determine whether ALOM is to replace the delivered goods at its own expense or whether alternatively it may offer the other party a discount on the purchase price as yet consistent with the lesser value of these goods because of the fault. In the former case the other party shall return the defective goods to ALOM, such subsequent to prior regulation with ALOM.
5. ALOM is in no respect bound to more and/or any other compensation other than that stated in the fourth paragraph of this article.
6. The other party's objection shall under no circumstance suspend the other party's payment obligation.

Article 8 / Guarantee

1. With due observance of the restrictions stated below, ALOM is to offer a 12-month guarantee for products delivered as well as activities performed by ALOM. The guarantee for goods delivered is restricted to manufacturing faults and therefore not to disruptions that may follow from wear or components used intensively. The guarantee for activities performed is restricted to manifest errors made in performing these activities.
2. The guarantee shall expire if the other party or third parties engaged by the other party have incompetently used the delivered goods.
3. The guarantee shall also expire if the other party or third parties engaged by the other party have performed work or have made alterations to the delivered goods.
4. The other party requesting ALOM to provide a guarantee does not suspend the other party's payment obligation.

Article 9 / Liability

1. ALOM shall only be held liable for imputable shortcomings provided they are set by the Law and insofar they are not excluded in these general terms and conditions.
2. ALOM shall never be held liable for any indirect loss whatsoever, which the other party may suffer following any faulty delivery ALOM has or has not acknowledged.
3. ALOM shall never be held liable if goods delivered are used incompetently or inconsistently with the agreed or usual purpose.
4. ALOM shall never be held liable if the other party fails to meet any of its commitments towards ALOM that might ensue from this agreement or fails to do so properly or on time.
5. ALOM shall never be held liable if the delivered goods are damaged by external factors such as (rain)water, heating, fire, etc.
6. ALOM shall not be held liable if the other party performs repairs or changes the delivered goods at its discretion.
7. If ALOM is called upon by third parties to pay compensation for products delivered by the other party and which have been partly or entirely been made from material delivered by ALOM, then the other party shall indemnify ALOM entirely.
8. ALOM shall never be held liable for an amount exceeding the amount which ALOM has received indeed from its liability insurers in the case concerned.
9. If ALOM's insurance does not provide cover whatever the reason may be, then ALOM's liability shall be restricted to the invoice amount of the delivery (excluding VAT), for which the obligation to pay compensation consists.
10. ALOM shall never be obliged to compensate for damage, other than damage to persons or items. 11. ALOM stipulates all statutory and contractual defence which ALOM may invoke to contest its liability to the other party,

also for its employees to whom ALOM might be liable pursuant to the law.

Article 10 / Termination, release and force majeure

1. The other party may terminate the agreement if ALOM fails to meet commitments or fails to do so correctly and provided the other party has submitted a written notice of default to ALOM stating a reasonable period in which ALOM is invited to meet commitments as yet. This period should be at least 14 days or longer if this is deemed reasonably necessary, while ALOM fails to respond to this notice of default and breaches the contract upon the expiry of this period.
2. If ALOM receives a notice of default and considers the period stated on this notice for properly meeting commitments to be unreasonable (too short) as yet, then ALOM is to explain within two (2) working days of receiving the notice of default why it believes this period is too short, and which period it considers to be reasonable instead. This longer period which ALOM may request shall be the period that prevails between the parties and in which ALOM is to respond to the notice of default as yet. ALOM shall not be in default prior to the expiry of this longer period.
3. If the other party fails to meet any of the commitments that ensue from this agreement or fails to do so properly or on time, and also in the event of the other party's bankruptcy, moratorium or guardianship order or shutdown or winding up of its company then ALOM without being liable for compensation and notwithstanding its further rights, shall have the right to terminate the agreement fully or partly, and/or suspend (further) execution of the agreement. Also in these events ALOM shall be entitled to demand immediate settlement of its rights.
4. If one of the parties fails permanently to meet its commitments fully or partly due to one or several circumstances for which this party is not to blame, then the other party shall have the right to discontinue the agreement.
5. Circumstances for which ALOM cannot be held liable (force majeure) include company blockades, strikes; selective strikes and work-to-rules as well as lockouts; delayed or improper supply to ALOM of parts ordered with third parties, goods and/or services; import and export restrictions; transport failures (this is also taken to mean power cuts or low water level) as well as operational breakdowns.
6. If ALOM believes force majeure is temporary, then ALOM's commitments shall be suspended until the circumstance causing force majeure no longer occurs.
7. If ALOM believes force majeure is permanent, then the parties may take measures to dissolve the agreement and the consequences involved.

8. ALOM is entitled to demand payment for performances made in the execution of this agreement, prior to establishing the circumstance that is causing force majeure.
9. The party who finds itself to be (heading towards) a state of force majeure must inform the other party immediately and in writing.

Article 11 / Retention of title

1. All goods delivered or to be delivered to the other party remain property of ALOM until all amounts have been paid, including interest and costs which the other party might be indebted to ALOM for matters delivered or to be delivered, for activities performed or to be performed, and/or for failing to meet such an agreement.
2. The other party is to handle goods with due care and insure these against the usual risks. The other party unless it has ALOM's explicit written permission to do so, shall not encumber, rent out, make available and/or establish (undisclosed) pledge upon goods, as long as the other party has not met its entire commitments to ALOM.
3. The other party shall not invoke right of retention concerning the safekeeping costs and settle these costs with performances indebted by it.
4. ALOM may determine that the proprietary consequences of retention of title of a good intended for export are to be subject to the law of the state of destination provided this law in terms of retention of title has more favourable stipulations for ALOM compared to the applicable law.
5. If the other party (also) develops a new product from the goods referred to in the first paragraph then this is a product which ALOM has developed for itself and the other party shall keep this for ALOM as the owner, until it has met its commitments referred to in the first paragraph.
6. If the other party fails to deliver the performances referred to in the first paragraph then ALOM shall have the right to collect the goods that belong to ALOM from the location where they are to be found at the other party's expense. The other party is to inform ALOM about this place on ALOM's demand. If this situation arises then the other party shall irrevocably authorise ALOM to access the areas to this end that are used by the other party and also the other party shall render every assistance required by ALOM and on ALOM's demand.
7. If and as long as ALOM is the owner of the goods, then the other party shall inform ALOM without delay once goods are seized or threaten to be seized or if these goods or parts thereof are claimed otherwise. In addition and in this case the other party upon ALOM's demand shall inform ALOM where the goods that are property of ALOM are to be found.
8. In the event of seizure or (temporary) moratorium the other party shall immediately inform the attaching bailiff and/or administrator about ALOM's (propriety) rights.

The other party guarantees that seizure of products is withdrawn immediately.

9. The other party shall be held liable for all loss, including yet not restricted to costs for ALOM's man hours as well as the legal assistance costs presenting themselves because the other party fails to meet commitments (on time) towards ALOM on the grounds of retention of title.

Article 12 / Applicable law

Every agreement that comes about between the other party and ALOM shall be governed exclusively by Netherlands law, to the exclusion of the Vienna Sales Convention.

Article 13 / Conversion

If and insofar on the grounds of reasonableness and fairness or the unreasonably onerous nature one of the stipulations of these general terms and conditions cannot be invoked, then in terms of contents and purport this stipulation shall be granted a most corresponding meaning, to make sure it can be invoked.

Article 14 / Disputes

All disputes, including those that are only considered as such by one of the parties, ensuing from or relating to the contents, explanation or execution of the agreement to which these terms and conditions apply or the terms and conditions themselves, both of a factual and legal nature, shall be settled by the competent court in Rotterdam (the Netherlands).