

GENERAL TERMS AND CONDITIONS OF RSG SAFETY B.V.

Article 1. General

1. These terms and conditions are applicable to each and every proposal, offer and agreement between RSG Safety B.V., hereinafter referred to as: "RSG", and Other Party to which RSG declared these terms and conditions applicable, to the extent that the parties do not expressly deviate from these terms and conditions in writing.
2. The applicability of possible purchase or other terms and conditions of the Other Party is expressly rejected.

Article 2. Offers and proposals

All offers and proposals of RSG are subject to contract, unless the offer specifies a time limit for acceptance. An offer or proposal expires if meanwhile the product to which the offer or the proposal is related is no longer available.

Article 3. Contract term, delivery times, implementation and change of the agreement

1. If a time limit has been stipulated or indicated for the completion of specific activities or for the delivery of specific goods then this shall never be a termination deadline. If a time limit is exceeded then the Other Party must give RSG written notice of default. RSG must then be offered a reasonable time limit to yet implement the agreement.
2. If RSG requires data from the Other Party for the implementation of the agreement then the completion time shall only take effect after the Other Party has correctly and completely made these available to RSG.
3. Delivery takes place ex works RSG. The Other Party is held to take receipt of the goods at the moment that they are made available to the same. If the Other Party refuses to take receipt or fails to provide information or instructions required for the delivery then RSG shall be authorised to store the goods at the expense and risk of the Other Party. These costs are charged by means of an invoice addressed to the Other Party. The risk of loss, damage or depreciation transfers to the Other Party at the moment that the goods are under the control of the Other Party or are stored on behalf of the same.

Article 4. Suspension, dissolution and interim termination of the agreement

1. RSG shall be authorised to suspend compliance with the obligations or to dissolve the agreement if:
 - the Other Party does not comply with the obligations on account of the agreement fully or in time;
 - after the conclusion of the agreement circumstances come to the knowledge of RSG that give good reason to fear that the Other Party shall not comply with the obligations;
 - the Other Party is, at or after conclusion of the agreement, requested to provide security for compliance with its obligations on account of the agreement in the form of a bank guarantee or collateral and this security fails to materialise or is insufficient;
 - if as a result of the delay on the part of the Other Party it can no longer be requested of RSG that it shall comply with the agreement against the originally stipulated terms and conditions, then RSG shall be authorised to dissolve the agreement.
2. If the agreement is dissolved then the claims of RSG vis-à-vis the Other Party immediately fall due. If RSG suspends the compliance with the obligations then it retains its claims pursuant to the law and the agreement.

Article 5. Force majeure

1. RSG shall not be held to comply with any obligation vis-à-vis the Other Party if it is prevented from doing so as a result of a circumstance that cannot be attributed to negligence and must neither be at the expense of the same pursuant to the law, a legal act or generally accepted practice.
2. For the purpose of these general terms and conditions force majeure is, apart from that which is understood as such in the law and case law, understood as all external circumstances, foreseen or not, that are beyond the control of RSG however as a result of which RSG is unable to comply with its obligations. This shall include industrial action at the company of RSG or of third parties. RSG shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance with the agreement occurs after RSG should have already complied with its obligation.
3. During the period that the force majeure continues RSG can suspend the obligations on account of the agreement. If this period continues for more than two months then each party shall be entitled to dissolve the agreement, without being held to pay compensation for damages to the other party.
4. In as much as RSG has already partly complied or shall comply with its obligations on account of the agreement and an independent value can be attributed to the complied and yet to be complied, respectively, part then RSG shall be entitled to separately invoice the already completed and yet to be completed, respectively, part. The Other Party is held to pay this invoice as if there were question of a separate agreement.

Article 6. Payment and collection costs

1. Payment must take place within 30 days after the date of the invoice, in a manner to be indicated by RSG in the currency of the invoice, unless indicated otherwise by RSG in writing. RSG shall be authorised to invoice periodically.
2. If the Other Party fails to pay an invoice in a timely fashion then the Other Party shall be in default by operation of law. The Other Party shall then be held to pay an interest of 1% per month, unless the statutory interest is higher in which instance the statutory interest shall be payable. The interest over the claimable amount shall be calculated as from the moment that the Other Party is in default up to the moment of satisfaction of the full payable amount.
3. RSG shall be entitled to in the first place apply payments effectuated by the Other Party to the costs, then to the accrued interest and finally to the principal amount and the accruals.
4. The Other Party shall never be authorised to set off that which the same is held to pay to RSG.
5. Objections to the level of an invoice shall not suspend the payment obligation.
6. If the Other Party is in default or fails to (timely) comply with its obligations then all reasonable costs in order to obtain out of court satisfaction shall be at the expense of the Other Party.

Article 7. Reservation of title

1. All goods delivered by RSG within the framework of the agreement shall remain the property of RSG until the Other Party has properly complied with all obligations pursuant to the agreement(s) concluded with RSG.
2. Goods delivered by RSG that fall under the reservation of title in pursuance of paragraph 1 cannot be resold and can never be used as payment instrument. The Other Party shall not be authorised to pledge the goods that fall under the reservation of title or to otherwise encumber the same. On demand of RSG the Other Party shall establish a non-possessory pledge for the benefit of RSG. All costs in connection therewith shall be at the expense of the Other Party.
3. The Other Party must at all times do all that which can within reason be expected of the same in order to secure the ownership rights of RSG.
4. If third parties impose an attachment on the goods delivered under reservation of title or intend to vest or exercise rights in respect of the same then the Other Party is held to forthwith inform RSG accordingly.

5. In the event RSG intends to exercise its ownership rights as outlined in this article then the Other Party hereby already grants RSG and the third parties to be designated by RSG permission to enter the locations where the properties of RSG are located and to take these goods back.

Article 8. Warranties, examination and complaints, prescription period

1. The warranty specified in this article is applicable up to the latest date that is indicated on the packing of the products and comes to an end upon commissioning of the products, unless the nature of the delivery implies otherwise or the parties have stipulated otherwise. If the warranty provided by RSG is related to a good that has been produced by a third party then the warranty shall be limited to the warranty provided by the producer of the good, unless indicated otherwise.
2. Any form of warranty shall expire if a defect is the result of or originates from injudicious or improper use of the same, whether or not in breach of the instructions delivered with the products or use after the best before date, incorrect storage or maintenance carried out by the Other Party and/or by third parties when the Other Party and/or third parties, without consent of RSG, implemented or tried to implement changes in the goods, attached other goods that must not be attached to the same or if they were processed or treated in a manner other than prescribed. The Other Party shall neither be entitled to any warranty if the defect is caused by or is the result of circumstances that are beyond the control of RSG, including weather conditions (including but not limited to extreme rainfall or temperatures) et cetera.
3. Possible visible defects must be reported to RSG in writing within seven days after the delivery. Possible invisible defects must forthwith, but in any case at the latest within fourteen days, after discovery thereof be reported to RSG in writing. The notification must contain a description of the defect that is as detailed as possible in order that RSG is able to react adequately. The Other Party must give RSG the opportunity of examining (having examined) a complaint. If the Other Party timely submits a complaint then this shall not suspend its payment obligation. The Other Party shall in that case also be held to take receipt of and pay for the otherwise ordered goods. If a defect is communicated later then the Other Party shall no longer be entitled to repair, replacement or compensation.
4. If it has been established that a good is defective and a complaint has timely been submitted in connection with the same then RSG shall within a reasonable time limit after return shipment of the same or, should a return shipment within reason not be possible, written notification in connection with the defect by the Other Party, at the discretion of RSG, replace the same or provide for repair or pay the Other Party an alternative compensation. In case of replacement the Other Party shall be held to return the replaced good to RSG and to transfer the title of the same to RSG, unless RSG indicates otherwise.
5. After expiry of the warranty term all costs associated with repair or replacement, including administration costs, shipping charges and call-out charges, shall be charged to the Other Party.

Article 9. Liability

1. Should RSG appear to be liable then this liability shall be limited to that which has been stipulated in this article. RSG shall not be liable for damages, of any nature whatsoever, occurring as RSG departed from incorrect and/or incomplete data supplied by or on behalf of the Other Party. RSG shall neither be liable for direct or indirect damages that are caused by or as a result of products purchased from third parties by RSG and then delivered to the Other Party, reference is also made to article 8 (warranty).
2. Should RSG appear to be liable for any damages then the liability of RSG shall be limited to at most twice the value of the invoice of the order excluding VAT, at least to that part of the order to which the liability is related.
3. The liability of RSG is, in any case, always limited to the amount of the benefit paid by its insurer, as the occasion arises, increased by the amount of the excess.
4. RSG shall exclusively be liable for direct damages. RSG shall never be liable for indirect damages, including consequential damages, lost profit, lost savings and losses due to business interruptions. Direct damages are exclusively understood as the reasonable costs incurred to ensure that the defective performance of RSG complies with the agreement, to the extent that the same can be attributed to RSG, and reasonable costs incurred to prevent or limit damages, to the extent that the Other Party demonstrates that these costs actually resulted in a limitation of direct damages within the meaning of these general terms and conditions.

Article 10. Indemnification

If RSG is in connection therewith addressed by third parties then the Other Party shall assist RSG both in and out of court and forthwith do everything that can in that case be expected of the same. Should the Other Party fail to take adequate measures then RSG shall, without any notice of default being required, be authorised to personally proceed accordingly. All costs and damages on the part of RSG and third parties resulting there from shall fully be at the expense and risk of the Other Party.

Article 11. Intellectual property

1. RSG reserves the rights and authorities that are vested in the same pursuant to the Dutch Copyrights Act and other intellectual property legislation and regulations. RSG shall also be entitled to use the knowledge gained through the implementation of an agreement for other purposes, to the extent that strictly confidential information of the Other Party is not disclosed to third parties.

Article 12. Applicable law and disputes

1. Dutch law is exclusively applicable to all legal relationships to which RSG is a party, even if an obligation is fully or partly implemented abroad or if the party involved in the legal relationship resides there. The applicability of the Vienna Sales Convention is excluded. The Dutch version of the general terms and conditions shall always be decisive for the interpretation thereof.
2. The court in the district where RSG holds its registered office shall exclusively be competent to take cognisance of disputes, unless the law compulsorily prescribes otherwise. Nonetheless RSG shall be entitled to bring the dispute to the cognisance of the court competent pursuant to the law.

Article 13. Change of the terms and conditions

The Dutch version of the general terms and conditions shall always be decisive for the interpretation thereof.