

General Sales and Delivery Conditions GlobalFair B.V., Barendrecht.

Article 1 Definitions

- 1.1 In these general terms and conditions, the buyer means: the person or company whom entered into an agreement.
- 1.2 The seller means: GlobalFair in Barendrecht.

Article 2 Applicability

- 2.1 These terms and conditions apply to all offers, agreements and actions taken by the seller.

Article 3 Offers

- 3.1 Acceptance of a quotation from the seller is an integral part of the general terms and conditions.
- 3.2 All offers of seller are without obligation and can be revoked.

Article 4 Applicable law and disputes

- 4.1 Dutch law applies. The Vienna Sales Convention is excluded.
- 4.2 Any disputes will be adjudicated by the competent court in Rotterdam.

Article 5 Delivery, packaging and risk

- 5.1 Goods are delivered ex warehouse unless otherwise agreed in writing.
- 5.2 Packaging on which a deposit is calculated will be taken back at the invoice value, possibly increased by a packaging fee.
- 5.3 The risk of the goods passes to the buyer at the moment the goods are made available to the buyer.
- 5.4 Buyer takes over the goods on the agreed date. If the buyer does not take over the goods on time, the buyer will be responsible for the risk and additional costs for storage.

Article 6 Complaints

- 6.1 If shortages and / or defects are found, these must be reported in writing within 24 hours after delivery.
- 6.2 The buyer must submit to the seller an investigation carried out by a recognized expert. The expert report stated:
 - delivery of the correct goods;
 - delivery of the agreed quantity;
 - delivery meets the quality requirements of the agreement or EU standards.

Article 7 Force majeure

- 7.1 If compliance with the agreement can no longer reasonably be expected due to unforeseen circumstances, the seller is entitled to suspend or terminate the agreement. No claim for damage compensation can be made by the buyer.
- 7.2 In the event of unforeseen circumstances, all events shall be outside the control of the seller who have a negative effect on the delivery. These events include, but not exhaustive: delayed or non-delivery of a supplier, extreme weather conditions, war (threat), government action, fire, strikes, theft, machine defects, energy failure and transport damage.

Article 8 Liability

- 8.1 The Seller is liable for damage suffered insofar as there is intent or gross negligence.
- 8.2 The Seller is liable for damage suffered up to the invoice value of the delivery. If seller is covered by insurance, the damage will be limited to the amount of benefit.

Article 9 Prices

- 9.1 Unless stated otherwise in writing, prices quoted are ex warehouse, excluding transport, packaging and sales tax.

Article 10 Payment

- 10.1 Payment must be made thirty days after the invoice date.
- 10.2 If the payment has not been made within the agreed term, the buyer will owe an interest of 1% per month to the seller. Costs of extrajudicial or judicial recoveries are set at 15% of the amount owed on top of any process and other costs.

Article 11 Retention of title

- 11.1 The goods delivered by the seller remain property until the buyer has fulfilled all the obligations of the agreement.
- 11.2 If the buyer fails to fulfill his / her obligations, or has a well-founded suspicion, the seller is entitled to remove goods from the buyer or third parties who are the holders of the goods.

Article 12 Compensation / settlement

- 12.1 If the buyer has not fulfilled its payment obligations, the seller is entitled to suspend performance.
- 12.2 If the seller owes an amount to the buyer, the buyer can not rely on compensation.

Article 13 Right of dissolution

- 13.1 If the buyer imputably fails to fulfill his obligations, the seller can terminate the agreement with immediate effect. No intervention of court, summons or notice of default is required for this.

Article 14 Changes to general conditions

- 14.1 The Seller is authorized to change the General Terms and Conditions. In the event of a change, the seller will inform the buyer of this or the change will enter into a new agreement.