

Terms and conditions Adfoled International BV, located in Hattem, the Netherlands.

Article 1 Applicability

1. These general conditions apply to all our offers and to all agreements entered into by us, in particular the agreements regarding the delivery of goods to our buyers.
2. Where these terms and conditions refer to 'buyer', the natural or legal person with which we have concluded a (purchase) agreement, or the person who gave the order and for whose account goods are delivered.
3. The provisions of these general terms and conditions can only be deviated from when the changes have been expressly agreed in writing.
4. If the buyer also refers to (his) general terms and conditions, the conditions of the buyer do not apply. Unless the conditions of the buyer are not in conflict with these general conditions. A different stipulation in the conditions of the buyer does not change this.
5. Where these terms and conditions refer to 'delivery (of goods)', this also includes the provision of services and activities.

Article 2 Offers

1. All our offers must be seen as invitations to the potential buyer, to make an offer. They do not bind us, unless the contrary is expressly and unambiguously (in writing) stated in the offer itself.

The order given to us counts as an offer that can only be regarded as accepted after written confirmation from us (the so-called order confirmation).

2. The offers made by us are part (in particular with regard to the provisions of the previous paragraph): designs, drawings, models, samples, descriptions, illustrations, etc., and any appendices and documents relating to our offers. All of this remains our property, as are tools made by us in this respect and must be returned to us at our request and may not be copied and / or delivered to third parties without our express written consent.

We also reserve the rights arising from intellectual and industrial property.

3. If the order to which our offer relates does not come to us within 3 months after the day on which we submitted our quotation, we can cover the costs associated with our quotation (this also includes the costs for making the quotation), of the tools referred to in the previous paragraph at), to the buyer

Article 3 Establishment agreement

1. An agreement with us only comes into being when we have accepted an order given to us in writing, to be precise: from the moment we have sent the order confirmation.
2. The buyer is bound to his order, in whatever form, to us for a period of 8 days after the date of the order. A declaration by the buyer that he wishes to cancel or change his order issued in these 8 days can not prevent an agreement from being formed on the basis of the original order if we have accepted / confirmed the order within this period of 8 days.
3. We assume that the order confirmation sent by us to the buyer fully and accurately reflects the content of the agreement. If the buyer is of the opinion that this is not the case, then he must let us know in writing within 8 days of the date of our order confirmation.
4. Any additional agreements and / or promises made and / or made by our employees, or made on our behalf and / or done by other persons acting as representatives, are only binding on us if these agreements and / or commitments are made by our authorized representative (s) have been confirmed in writing.

Article 4 Prices

1. Our prices are exclusive of turnover tax and - unless expressly agreed otherwise in writing - exclusive of packaging, costs for transport and other costs.
2. The prices stated in offers, contracts and order confirmations are based on the cost factors such as exchange rates, manufacturer's prices, raw material and material prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies, which, at the time of the agreement stand came, golden.
3. We reserve the right, if after the date on which the agreement was concluded, but before the day of delivery, increases in one or more of the cost factors, to charge these increases to the buyer.

We also reserve the right to dissolve the agreement in whole or in part in this case without judicial intervention. The buyer also has this right if we take the position within 3 months after the conclusion of the agreement that an increase in the price stated in the order confirmation results from changes in the costs.

If the buyer makes use of this right, he must call up the dissolution by registered letter within 5 days of receiving the relevant notice from us.

Article 5 Delivery and delivery terms

1. The delivery times specified by us start on the day on which the agreement is concluded, if all the information we need for the execution of the order are in our possession. The delivery times stated by us do not count as a deadline, unless otherwise agreed in the agreement.
- In the event of late delivery, we must be given notice of default in writing.
- In case the situation deviates from the above and in the agreement a fine on exceeding the delivery time has been agreed, this is not due if the exceeding of the delivery time is the result of the cases of force majeure mentioned in article 10 of these general conditions.
 2. Unless the order confirmation shows otherwise, the delivery of goods will be 'free domicile' when the invoice amount exceeds € 400, - in words (four hundred euros) and at one address in the Netherlands. Furthermore, the goods are for the account and risk of the buyer.

We deliver to a foreign buyer, unless otherwise agreed, 'warehouse'. Furthermore, all costs are for the account and risk of the buyer.

We take care of clearance and customs clearance, but are at the expense of the buyer.
 3. Unless the buyer himself arranges for a freight forwarder, the goods are sent by us in a way that is most favorable to us, with forwarding agents chosen by us, at the expense and risk of the buyer.
 4. If a buyer requests delivery of goods in a manner other than usual, we may charge the buyer for the associated costs.
 5. If the delivery takes place in parts, we have the right to regard each delivery as a separate transaction.
 6. The buyer must purchase the purchased goods within the agreed time.

If this does not happen, we are entitled to demand - on our choice - on the grounds of article 6:60 Dutch Civil Code, that the competent court will release us from our obligation to deliver the agreed goods, or without Prior notice of default to claim payment of the purchase price of the part not taken. If the buyer does not fulfill his payment obligation, we are entitled to declare the contract dissolved without legal intervention. If the buyer remains in default as described above, it is assumed that the goods have been delivered and we will store these at the expense and risk of the buyer, against payment of all ensuing costs.

Article 6 Advertising by the buyer

1. The buyer guarantees the correctness and completeness of - and is responsible for the information he has provided us.
- The buyer must take into account the customary clearances and minor changes in the goods delivered by us, in terms of the information, sizes, color fastness and the like provided by us in our quotation, or what is included in Article 2, paragraph 2. More specifically, this applies to deviations from the contracted quantity; here too, the buyer must take into account usual clearances.

The goods delivered by us may therefore deviate from the description in the order if and insofar as small differences in size, quantity differences and subordinate changes are concerned.

2. Complaints of the buyer, which relate to defects in goods that are visible at the latest, must be delivered to us by the buyer within 8 days after delivery or within 8 days after the invoice date, if the goods can not be delivered to the buyer, be notified. This must be done by registered letter containing a clear and precise description of the complaint and stating the invoice with which the relevant items have been invoiced. Buyer must perform a careful and timely check.
3. Defects which at the time of the delivery were not visible at the latest, nor could be found during a careful and timely inspection, must be brought to the attention of the buyer within 8 days after the coming to light of these defects in the manner as mentioned in paragraph 2.
4. Any right of claim of the buyer for defects in goods delivered by us shall lapse if:
the defects have not been brought to our attention within the terms of paragraphs 2 and 3 above and / or not in the manner specified therein;
b. the buyer does not provide us / insufficient cooperation with regard to an investigation into the merits of the complaints;
c. the buyer has not correctly drawn up, handled, used, stored or maintained the goods or he has used or handled the items under circumstances or for purposes other than those provided by us;
d. The application of the use of the goods with regard to which the complaints were expressed by the buyer will be continued;
e. the warranty period mentioned in the individual agreement has expired or, if such a period is missing, the complaints are first expressed after a period of more than 12 months since the delivery period has expired.
5. In disputes about the quality of the goods delivered by us, a well-known agency known to us will make a binding decision.

Article 7 Liability

1. Only if the warranty obligations in respect of the goods delivered by us have not been assumed by third parties (such as manufacturers), the buyer can assert (warranty) claims to us. Our liability is in that case limited to defects that are a result of manufacturing and material defects.
 2. In case of advertising, if the merits of the complaint, the quality concerning, by us is determined and for us also liability as referred to in paragraph 1 exists, we are only held to this at our discretion:
 - a. (free of charge) repair of defects;
 - b. delivery of replacement items or parts, after return of the defective goods or parts;
 - c. repayment of the received purchase price / crediting of the invoice sent to the buyer with dissolution without judicial intervention of the concluded agreement, all insofar as the purchase price, the invoice and the agreement relate to the delivered defective goods;
 - d. a compensation to be paid in consultation with the buyer in a form different from that referred to above.
 3. If the buyer has carried out repairs and / or changes to the goods without prior, explicit and written permission, any guarantee obligation will lapse on our part.
 4. Subject to any obligations on the part of the foregoing, we shall never be obliged to pay any compensation to the buyer and others, unless there is intent or negligence on our part (by those who hold us liable for the legal remedies), show).
- In particular, we are also never liable for consequential or consequential loss, direct or indirect damage, however named loss of profit and loss of standing included - suffered by the client, his subordinates and with or by him or third parties, by whole or partial (re) deliveries of goods, delayed or faulty delivery, or failure to deliver goods or the goods themselves.
5. The buyer is not entitled to return the items on which no motivated advertising exists. If this does happen without valid reasons, then all costs of return are at the expense of the buyer. In that case we are free to store the items under third parties at the expense and risk of the buyer.
 6. The buyer is obliged to indemnify us against all claims that third parties may assert against us in the performance of the agreement, insofar as the law does not prevent the claims and costs arising from these claims to be borne by the customer/buyer.

Article 8 Retention of title and security

Goods delivered by us remain our property until the moment of full payment of everything the buyer owes us due to, related to or arising from the goods delivered by us. If we deem it necessary, we have the right to demand security from the buyer about the fulfillment of his obligations.

The buyer does not have the right to pledge the unpaid goods on a non-possessory pledge or to establish any other business or personal right on behalf of a third party. Without prejudice to the provisions in this article, the buyer is allowed to sell the goods to third parties, but only in the context of his normal business operations. In that case, the buyer must transfer the proceeds to us or, if they have not been sold for cash payment, transfer the acquired receivables to us.

If as a result of processing or processing by the buyer our property right on the goods delivered by us is lost, the buyer must establish for us a non-possessory lien on the goods arising after the processing or processing.

We are entitled at all times to take the goods that are under the buyer (or third parties), but belong to us, as soon as we can reasonably assume that there is a real chance that the buyer will not fulfill his obligations. The foregoing does not affect the rights as they result from the ordinary law: in particular, we also reserve the right to appeal to the buyer for damages after taking the goods from us.

The buyer is obliged to insure the risk of fire and theft with regard to the unpaid goods and to demonstrate this insurance at our request.

Article 9 Payment

1. Payments must be made in Euro, unless otherwise agreed, without any deduction or discount by transfer to a bank account designated by us, of which 50% of the gross order amount within 5 days after written confirmation by Adfoled International of the order (only then the order is final) and the remainder before delivery of the goods in question. In case of payment the day of crediting our bank account applies as the day of payment.
2. If the buyer does not make timely (full) payment, he is in default, without further notice of default being required. In that case we have the right, if there is sufficient consistency with the non-fulfillment of the buyer, to suspend the fulfillment of all our obligations with the buyer, without prejudice to all our rights arising from the ordinary law.
3. We are also entitled to demand payment in cash for delivery of the goods, or to demand a timely payment for all deliveries still to be made. Furthermore, in that case we are entitled to dissolve the agreement without legal intervention, whereby the buyer then has the obligation to return the delivered goods, or the obligation to undo the performance we have performed in other ways, without prejudice our right to compensation. If the buyer fails to pay in time, then he forfeits us or the seller's credit insurer, without the need for further notice from us, from the due date until the day of full payment an interest equal to the statutory interest plus 4 % per year, calculated on the unpaid amount, which interest is due immediately without further notice of default.

All costs involved in the collection of invoiced amounts (including the extrajudicial collection costs) are borne by the debtor.

The extrajudicial collection costs amount to at least 15% of the principal with a minimum of € 150, - everything excluding turnover tax.

- In addition, any adverse effects of exchange loss or otherwise due to late payment or non-payment shall be borne by the buyer, even if the buyer, in accordance with the provisions existing in his country, has timely fulfilled his payment obligations, but circumstances or measures are beyond his control. check the transfer have taken place in our disadvantageous way.
4. In accordance with article 6:4 of the Dutch Civil Code, payments shall first be deducted from the costs referred to in paragraph 3, then from the interest due and finally from the principal sum and the current interest.
5. If a significant deterioration occurs in the financial position of the buyer after the conclusion of the agreement, but before the delivery of the goods, we are entitled to refrain in whole or in part from further performance of the agreement, or a change of to claim the payment terms.

6. Seller can transfer his claims from all transactions to a credit insurer of his choice.

Article 10 Force majeure

Force majeure means any circumstance beyond our control which is of such a nature that compliance with the agreement can not reasonably be required of us (non-attributable shortcomings in the performance).

Force majeure also includes: war, riots and hostilities of any kind, blockade, boycott, natural disasters, epidemics, lack of raw materials, prevention and interruption of transport options, disruptions in our company, import and export restrictions or prohibitions, obstacles by measures, laws or decisions of international, national and regional (government) authorities. If, due to force majeure, we can not, not properly or not timely fulfill our obligation to deliver, we are entitled to consider the agreement or the part not yet executed as dissolved, or to suspend it for a definite or indefinite period of time. In case of force majeure, the buyer can not appeal to us for compensation.

Article 11 Applicable law

On the offers made by us and on all agreements entered into by us, only the Netherlands law is applicable.

Article 12 Dispute resolution

All disputes of whatever nature related to / arising from agreements entered into by us and deliveries made by us shall be tried by the competent court in the Netherlands.

Adfoled International BV, PO Box 22, 8050 ZE Hattem, The Netherlands

Hattem, February 20, 2018.