

Article 1 - Applicability

1. These terms and conditions apply to all offers which Eslon makes and to all agreements Eslon enters into.
2. These general terms and conditions can only be deviated from if expressly confirmed by Eslon in writing.

Article 2 - Offers and conclusion of agreements

1. Offers are subject to contract and may still be revoked by Eslon within 3 (three) work days after receipt of their acceptance.
2. An agreement is only concluded at the moment of dispatch of the order confirmation. The latter is deemed to represent the full and complete agreement, unless the other party objects to its content in writing within 7 (seven) days after its dispatch.
3. An agreement will also be concluded by delivery by Eslon in conformity with any offer, dispatch note or invoice.
4. The costs attached to the offer should be paid by the other party. If the offer results in an order, Eslon will bear the costs attached to the offer.
5. Offers and all documents belonging to them are and will remain Eslon's property.
6. At Eslon's first request and in case the other party does not conclude or cancels an agreement, an offer and the information belonging to it should be returned.
7. Cancellation or modification after an agreement has been concluded will only be possible with Eslon's written consent. In case of cancellation or modification Eslon will be entitled to claim from the other party all resulting damage or loss, including loss of profit and costs.

Article 3 - Prices

1. Prices are based on the cost price applying for Eslon at the time of the conclusion of the agreement and:
 - a. will be exclusive of VAT and other charges;
 - b. net in cash prior to delivery ex factory, unless otherwise agreed upon in writing.
2. If the cost price changes before delivery has taken place, Eslon will be entitled to adjust the price agreed upon to these changes. In the event of a price rise the other party will have the right to terminate the agreement not later than 7 (seven) days after Eslon has announced the price rise in writing. The other party should terminate the agreement by notifying Eslon in writing with due regard to the period mentioned above.

Article 4 - Delivery and delivery period

1. Delivery takes place by setting the goods aside in Eslon's warehouse, or by handing them over to the carrier. After delivery has taken place, the risk will pass to the other party.
2. The delivery period is the period from the moment an agreement has been concluded between Eslon and the other party until the moment of delivery.
3. A delivery period stated by Eslon is considered as a target term, unless expressly otherwise agreed upon in writing. When this term is exceeded the other party will not have the right to terminate the agreement, nor be entitled to damages or to suspend its payment obligation.
4. If payment in instalments has been agreed upon, the period in which Eslon must deliver will be extended by operation of law by the period during which the other party fails to pay any due instalment or part thereof.
5. If the goods have been delivered and Eslon must store the goods because of an act or omission by the other party, Eslon is entitled to store the goods for the other party's account and risk.
6. Eslon has at all times the right to let third parties carry out (parts of) the agreement.

Article 5 - Packing and dispatch

1. Insofar as required, Eslon will adjust the packing of the goods as much as possible to the requirements of the other party and to the transport. Eslon does not accept any liability for this, except in case of intent or deliberate recklessness.
2. Goods always travel for the other party's account and risk, even when Eslon takes care of the transport, unless expressly otherwise agreed upon in writing.
3. Any freight charges paid by Eslon will be considered as an advance payment on behalf of the other party.

Article 6 - Complaints

1. Eslon should be notified of complaints because of incomplete or incorrect delivery or grievances because of defects within 7 (seven) days after the time of delivery of the goods, failing which guarantee obligations, a right to damages, or the right to termination in connection with those complaints will lapse.
2. Goods about which complaints are made must not have been processed, assembled or built in.
3. The acceptance of complaints by Eslon does not imply that Eslon considers the complaints as having been submitted in time.
4. Minor differences in colour or gloss which according to technical standards can be considered as normally acceptable cannot result in any justified complaint or grievance by the other party.
5. The alleged failure by Eslon to meet its obligations does not give the other party the right to suspend its obligations towards Eslon resulting from other agreements.
6. Eslon does not guarantee a certain lifetime or shelf-life of goods delivered by Eslon, unless expressly agreed upon in writing.
7. In case of a complaint on good grounds Eslon will replace the goods it has delivered, or adapt those goods such that they actually comply, this at Eslon's discretion. Eslon has the right to refrain from replacement or adaptation of the goods it has delivered, if such replacement or adaptation can in reason not be required from Eslon. A situation as referred to in the preceding sentence does in any case exist, if the costs of replacement or adaptation of the goods delivered by Eslon exceed the invoice amount of the goods concerned.
8. Insofar as Eslon is obliged to pay damages, it limits its obligation to pay damages to the invoice amount of the goods delivered by Eslon to the other party. Eslon excludes liability for all consequential damage or loss of the other part.

Article 7 - Payment

1. Payment should be made within 30 (days) of the invoice date. Unless otherwise agreed upon, payment should be made in euro by transfer to a bank or giro account to be designated by Eslon. Failing this the other party will be in default by operation of law and the other part will have to pay the statutory commercial interest.
2. Payments will first be applied to settle all due costs, subsequently interest and then due principal sums in the order of their age, irrespective of what the other party states in respect of its payment.
3. As soon as the other party is in default, Eslon will be entitled to suspend any further deliveries and to terminate the agreement insofar as not yet performed by Eslon, without prejudice to Eslon's right to compensation of all damage and loss, including lost profit.
4. As soon as the other party is in default with any obligation towards Eslon, the other party will also be in default in respect of all other claims which Eslon has on it.
5. If Eslon takes action to recover any amounts due, the extrajudicial costs – which are fixed at two points of the relevant graduated scale of the applicable court-approved scale of costs – will be for the other party's account,

without prejudice to Eslon's right to claim the actual costs. The amount of those costs will be fixed at two points of the relevant graduated scale of the applicable court-approved scale of costs which can be found on www.rechtspraak.nl, with a minimum of € 250 (two hundred and fifty euro) and at a fixed amount of € 2,500 (two thousand, five hundred euro) in case of an unlimited interest.

6. Objections against the amount of the invoice should be made known within 7 (seven) days at the risk of lapse and do not suspend the payment obligation.
7. The other party is not entitled to any setoff.

Article 8 - Security

Eslon may at all times require security for the performance Eslon is entitled to. If the other party fails to provide security within the period set by Eslon, Eslon will be entitled to terminate the agreement by means of a simple written statement. Insofar as goods have already been delivered, the other party will be obliged to return such goods to Eslon within 7 (seven) days after receipt of the statement and the other party will be obliged to compensate all damage and loss suffered by Eslon through the refusal.

Article 9 - Extended retention of title

1. All goods delivered or installed by Eslon will remain Eslon's property until the other party will have paid all amounts due for performances delivered or to be delivered by Eslon to the other party, including interest and costs resulting from the default of the other party.
2. When the goods which are subject to the retention of title are used (in part) by or on behalf of the other party to form a new good, the other party will be deemed to have acted in that respect by order of Eslon and to have started to hold that good for Eslon, until the moment at which the retention of title will lapse by virtue of the preceding paragraph.
3. In case of adaptation, processing or confusion of the delivered goods by or at the other party Eslon will acquire the right of co-ownership in the newly created goods or in the delivered complex goods up to the original sales value of the delivered goods.
4. The other party is obliged to keep the delivered goods – so long as they are not used – separated from other goods in a clearly recognisable way so long as the ownership has not passed.
5. Eslon will at all times be entitled to take back the goods belonging to it at the other party's expense.
6. The goods may be resold or used by the other party within the framework of its ordinary business operations, but may not be encumbered in any way.

Article 10 - Right of retention

1. Eslon will have a right of retention in respect of all goods of the other party in Eslon's possession, so long as the other party has not met all its obligations towards Eslon.
2. Eslon will be obliged to properly manage the goods, without the other party having the right to claim damages in case of destruction, partial loss or damage through no fault of Eslon.

Article 11 - Force majeure

1. If due to force majeure Eslon is unable to fulfil its obligations, Eslon will on that ground be able to suspend or terminate the agreement in whole or in part by simple written notification, without Eslon being obliged to pay any compensation to the other party.
2. Force majeure is understood to mean: every circumstance not dependent on Eslon's will, such as war, threat of war, civil war, riot, hostage-taking, vandalism, fire, water damage and flooding, earthquake, strike, factory sit-in, lockout, lack of personnel or raw materials, defects to machines, failures in the supply of energy, all this both in

Eslon's enterprise and at third parties from which Eslon must purchase the necessary (raw) materials in whole or in part, as well as in case of storage or during transport, whether or not under its own management and furthermore due to all other causes arisen through no fault or action of Eslon – even if they could already be foreseen at the time of the agreement – because of which fulfilment of the agreement can in reason not be required.

Article 12 - Failure to perform, termination, dissolution, suspension

1. Eslon will have the right to terminate or dissolve the agreement, or to suspend its performance in full or in part with immediate effect, without judicial intervention, this without prejudice to its other rights (to performance or damages), if:
 - a. the other party dies, applies for suspension of payments, files for a bankruptcy order or requests to be admitted to the statutory debt rescheduling arrangement;
 - b. bankruptcy proceedings are instituted against the other party;
 - c. the business of the other party is closed down or liquidated;
 - d. a private composition is offered;
 - e. any asset of the other party is attached;
 - f. by virtue of any statutory obligation an announcement of inability to pay is made.
2. In the cases mentioned in paragraph 1 all Eslon's claims against the other party will be immediately due and payable.

Article 13 - Applicable law and choice of forum

1. Dutch law will apply to all tenders, offers and agreements.
2. The Roermond District Court will have sole jurisdiction to take cognisance of disputes, unless this is contrary to mandatory law. Eslon may depart from this rule of jurisdiction and apply the statutory rules of jurisdiction.
3. The applicability of the 1980 Vienna Sales Convention is excluded.

Article 14 - Final stipulations

1. When Eslon, as the occasion arises, does not claim compliance with one or several of these terms and conditions, it cannot be derived from this that Eslon has waived compliance with the other terms and conditions, nor that Eslon would not be entitled to claim strict compliance with all terms and conditions in the future.
2. If one or more provisions in these general terms and conditions are null and void, are annulled by the customer or are null and void or without force as a result of a judicial decision, the other provisions of these general terms and conditions will continue to apply unimpaired. If such a situation arises, the parties will enter into consultation in order to agree new provisions as replacement of the void or nullified provisions, whereby if and so far as possible the purpose and purport of the original provision will be taken into account.
3. These general terms and conditions have originally been drawn up in the Dutch language. If these general terms and conditions are translated into another language, the Dutch text will be binding in case of a difference of opinion about the content or purport of these general terms and conditions.

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