

HAVEP
You'll never work alone

DELIVERY TERMS

Version ENG.2020.02



B.V. Textielfabrieken H. van Puijenbroek

Bergstraat 50

5051 HC Goirle

Registration number Dutch Chamber of Commerce: 18016742

Article 1 Definitions and applicability

- 1.1 Where the following words, both in the singular and plural, are written with a capital letter, they have the following meaning:
 - ▶ **Article:** A product that the Customer buys from HAVEP;
 - ▶ **Customer:** Any (legal) person who receives an Offer from HAVEP and/or buys Articles and/or enters into an Agreement with HAVEP;
 - ▶ **HAVEP:** B.V. Textiel Fabrieken H. van Puijtenbroek and all its subsidiaries and group companies;
 - ▶ **Delivery Terms:** These general terms and conditions of sale and delivery of HAVEP;
 - ▶ **Offer:** any offer from HAVEP to the Customer in relation to Articles, in any form and manner whatsoever;
 - ▶ **Order:** An order from the Customer to HAVEP for the production and/or delivery of a specified number of Articles;
 - ▶ **Agreement:** the total of all agreements that HAVEP makes with the Customer, including the Agreement, the appendices, any subsequent supplementary written agreements (project agreements), and all (legal) acts in connection therewith.
- 1.2 Unless expressly agreed otherwise in writing, these Delivery Terms apply to and form an inseparable whole with all Offers made by HAVEP, all Orders placed with HAVEP by the Customer, all Agreements that HAVEP has entered into with the Customer, and all actual deliveries of Articles by HAVEP to the Customer. The applicability of any general purchase conditions and/or other conditions used by the Customer, under whatever name, are hereby expressly rejected.
- 1.3 By accepting an Offer made by HAVEP, the Customer also accepts the applicability of the Delivery Terms.
- 1.4 If these Delivery Terms apply once to an Offer, Order and/or Agreement, they shall also apply without further declaration of applicability to all new or ensuing Offers, Orders and/or Agreements between the parties, unless expressly agreed otherwise in writing.

Article 2 Offer, quotation, and Order

- 2.1 All Offers made by HAVEP are without obligation and are not binding to HAVEP. Unless otherwise agreed, Offers will expire after 30 days.
- 2.2 Offers are based on the information provided by the Customer. The Customer vouches for the correctness and completeness of the information provided.
- 2.3 Obvious mistakes or errors in a quotation made by HAVEP are not binding to HAVEP.
- 2.4 The Customer can accept an Offer by placing an Order.
- 2.5 Orders and amendments to Orders are binding on HAVEP when HAVEP has confirmed them in writing or has commenced delivery of the Orders.
- 2.6 After placing the Order, the Customer undertakes to purchase the Articles to which the Order relates. This obligation continues if the Agreement between the time of placing the Order and the actual delivery ends (prematurely).

Article 3 Invoicing and payment

- 3.1 Payment of the invoice and of everything else owed by the Customer under the Agreement will be made no later than the due date - without any suspension or set-off against a claim that the Customer has or thinks it has against HAVEP, except for credit invoices prepared by HAVEP - by transfer to HAVEP's bank account, stating the debtor and invoice number.
- 3.2 Claims concerning invoices must be received by HAVEP within eight days of the invoice date at the latest, failing which claims may no longer be made.
- 3.3 In the event of late (full) payment, the Customer shall be in default, without any warning or notice of default being required. From the date of default until the day of full payment, the Customer shall owe statutory interest on the amount due. In addition, the Customer is obliged to pay extrajudicial collection costs. The extrajudicial collection costs are hereby set at 15% over the amount due with a minimum of € 150, -.
- 3.4 If the Customer is in default, HAVEP has the right to require further financial securities from the Customer in order to fulfil the Customer's (financial) obligations under the Agreement. HAVEP

may also suspend its obligations under the Agreement in the event of late payment by the Customer.

- 3.5 Payments made by the Customer will first be used to reduce costs, including (extra)judicial costs, then to reduce the interest due and finally to reduce the principal (whereby older claims take precedence over new ones). This is regardless of the description given by the Customer with a payment.

Article 4 Delivery

- 4.1 The risk of the Articles is borne by the Customer from the moment of delivery.
- 4.2 Delivery dates and times stated by HAVEP are indicative.
- 4.3 In the case of late delivery, the Customer must issue HAVEP with a written notice of default in order for HAVEP to be in default.
- 4.4 Except in the case of intent or gross negligence on the part of HAVEP, the Customer will not be entitled to compensation for late delivery and may not suspend receipt and payment.

Article 5 Guarantees

- 5.1 HAVEP guarantees the good quality of the Articles delivered by HAVEP and that they can be used for the purpose for which HAVEP has manufactured them for a period of one year after delivery.
- 5.2 HAVEP guarantees that the Articles comply with all applicable requirements set out in laws and/or other government regulations in this regard that are in force at the time the Order is placed.
- 5.3 The guarantee does not cover defects to the Articles caused by normal wear and tear, incorrect or careless use and/or damage resulting from circumstances beyond HAVEP's control, including processing by the Customer, the end-users or third parties, sun and light exposure and/or damage occurring during storage or transport by the Customer and/or the end-users.
- 5.4 Only the Customer may claim the guarantees provided by HAVEP.
- 5.5 If unacceptable deviations, damage, defects and/or other imperfections are demonstrated by the Customer, HAVEP will, at its discretion, either repair and/or replace free of charge against the return of the Articles found to be faulty or credit the value of the delivery of the Articles considered to be faulty by HAVEP.
- 5.6 The Customer must inspect the Articles for defects and whether the quality and quantity correspond to that agreed upon within four days after the Articles have been delivered to Customer and, in the event of deviations, complain in writing.
- 5.7 Immediately noticeable deviations in delivered quantities and/or immediately noticeable defects and damage to a shipment received by Customer must be noted by Customer on the waybill, failing which the right to complain will lapse.
- 5.8 A complaint regarding a part of the delivery does not give Customer the right to refuse or reject the entire delivery.

Article 6 Confidential information

- 6.1 Parties agree that they will not use confidential information provided to each other within the framework of the Agreement for any other purpose than that for which it was provided. The parties undertake not to disclose any of this information to third parties in any form whatsoever unless they are legally obliged to do so. This article shall also apply after termination of the Agreement.

Article 7 Intellectual property

- 7.1 Intellectual property rights relating to models, patterns and technical drawings of the Articles are and remain the property of HAVEP.
- 7.2 Unless otherwise agreed in writing, the intellectual property rights will remain with HAVEP for Articles developed or produced by HAVEP for the Customer during the Agreement, whether or not together with others, and on which intellectual property rights rest or may rest, even if the Customer pays for them.

Article 8 Liability

- 8.1 The party that imputably fails to fulfil its obligations under the Agreement shall be liable to the other party for compensation of the damage suffered or to be suffered.
- 8.2 HAVEP's total liability on account of an attributable failure to perform the Agreement is limited per event, whereby one event or a series of events is regarded as one event, to compensation of the direct damage up to the amount of the net invoice value of the

delivery concerned, or if that amount is higher, the amount of the payment to be made by HAVEP's insurer.

- 8.3 Direct damage is exclusively understood as
- > the reasonable costs incurred in order for the defective performance of HAVEP to comply with the Agreement;
 - > the reasonable costs incurred in determining the cause and extent of the damage, in so far as such determination relates to direct damage within the meaning of this clause;
 - > the reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have resulted in limiting the direct damage within the meaning of this clause.
- 8.4 Liability for damages other than those mentioned in paragraph 3 of this clause, such as consequential and/or indirect damages such as business interruption and loss of profits, incurred losses, missed savings, damage caused by auxiliary persons, damage caused to goods of third parties, is excluded.
- 8.5 The aforementioned limitation of liability shall cease to apply:
- > if there is a question of deliberate intent or gross negligence on the part of HAVEP;
 - > in the event of claims for compensation resulting from death or physical injury.
- In all cases, HAVEP's maximum liability will be limited to the amount or amounts covered by the liability insurance taken out by HAVEP, including the excess borne by HAVEP in connection with this insurance. At the time of entering into the Agreement, the sum insured is € 5,000,000.
- 8.6 All rights of action against HAVEP will lapse one year after the day following the day on which the Customer became aware of the damage and of HAVEP as the liable party.

Article 9 Force majeure

- 9.1 If a party invokes force majeure, it shall do so as soon as possible in writing after the force majeure situation has arisen. If required, the party claiming force majeure shall provide evidence thereof to the other party.
- 9.2 The party that rightfully invokes force majeure shall not be bound to comply with any obligation under the Agreement vis-à-vis the other party. If this period of force majeure lasts longer than four months, each of the parties shall be entitled to dissolve the Agreement in whole or in part by means of a registered letter with a notification of receipt, without either party being liable to pay the other any compensation.
- What has already been performed by HAVEP and the Orders in production will be paid immediately by the Customer.
- 9.3 Force majeure shall in any case include: war, revolution, terrorist actions, riots, natural disasters, fire, excessive increase in demand, weather conditions, flooding, transport impediments, strike, lack of staff, government measures including import and export measures, failure in the supply or provision of raw materials, packaging materials, energy or company requisites, or as a result of defects in or damage to machinery or computers as well as failure(s) by (a) supplier(s).

Article 10 Miscellaneous

- 10.1 Retention of title
All Articles delivered by HAVEP will remain the property of HAVEP until the Customer has paid the invoices and any other claim as referred to in Article 3:92(2) of the Dutch Civil Code. However, the Customer has the right to resell the Articles in the course of its normal business operations, unless HAVEP has informed the Customer in writing that the Customer must make the Articles available to HAVEP immediately.
- 10.2 Further securities
If in HAVEP's opinion there is reason to do so, HAVEP will be entitled to ask the Customer for proper security, additional or otherwise, for the payment of the Articles purchased by the Customer.
- 10.3 Validity
If any provision of the Agreement is null and void or is annulled, the other provisions of the Agreement will remain fully in force and the parties will consult in order to agree on a new provision to replace the null and void or annulled provision, which will deviate as little as possible from the original provision in terms of content.
- 10.4 Transfer of rights and obligations
Customer may not transfer the rights and/or obligations under the Agreement, in whole or in part, to a third party or give them as

security in any way. The foregoing does not apply to transfer to a company that qualifies as a group company as referred to in Article 2:24b of the Dutch Civil Code.

- 10.5 Legal processing
A party's failure to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 10.6 Changes
Amendments to the Agreement can only be agreed between parties in writing.

Article 11 Termination

- 11.1 The parties may terminate the Agreement without notice, in whole or in part, in the following cases:
- > bankruptcy, suspension of payments and/or liquidation of the other party;
 - > non-compliance with a provision of the contract after this has been pointed out by registered letter and the other party has had the opportunity to fulfil its obligations for 30 days;
- 11.2 In addition to termination, the parties shall, in the cases referred to in paragraph 1, be entitled to suspend the obligations arising from the Agreement in whole or in part.
- 11.3 The rights contained in paragraphs 1 and 2 shall not affect the power of the terminating party to claim damages and to seek an order in court that the other party shall fulfil all its obligations under the Agreement.

Article 12 Applicable law

- 12.1 The Agreement is governed by Dutch law.
- 12.2 All disputes arising in connection with the Agreement, including disputes concerning the existence and validity thereof, shall be submitted exclusively to the competent court of the District Court of Zeeland-West Brabant, in Breda.

Article 13 Translations

- 13.1 In the event of differences between translations of these Delivery Terms and the Dutch text of the general terms and conditions of sale and delivery of HAVEP, the Dutch text will prevail.