

GENERAL SALES AND DELIVERY CONDITIONS AXXOR

of Axxor B.V. in Zwolle, a private company with limited liability, registered at the Chamber of Commerce and Factories in Zwolle, the Netherlands.

Article 1 Definitions

Under these conditions it is understood by:

- a. **Customer:** the private individual or legal entity who has given an order of sale and/or delivery of goods or for performance of operations and/or services to the supplier;
- b. **Supplier:** the legal entity, hereinafter to be called 'Axxor', which has accepted the order mentioned under a or which has made a preceding proposal or offer for a possible order.

Article 2 General

1. These conditions are applicable to all legal transactions performed by or in the name of Axxor.
2. General conditions by customer are expressly rejected.
3. All verbal agreements made between the parties, or promises given by Axxor will be confirmed in writing and are binding after this written confirmation.
4. In case one or more of the stipulations are invalid, is either legally rescinded or otherwise (seem) to have no effect, the other stipulations of these conditions remain binding.

Article 3 Offers

1. All offers, proposals and quotations by Axxor are free of obligation, unless otherwise expressly agreed upon.
2. The agreement only comes into being when and at the moment that Axxor accepts a (call)order/order in writing or has actually proceeded to the execution of the order - also when this order has been received by Axxor from commercial agents, commercial travellers and/or other intermediaries - or when and at the moment that customer has accepted in writing and without any reservation a proposal from Axxor and compliance has been reached on all the parts of the agreement.
3. If customer provides further data, drawings, measurements, weights etc. within the framework of the agreement to be closed, Axxor assumes these are accurate and the proposal, the offer or the agreement will be rendered respectively closed based on this information.
4. Axxor accords the greatest attention to pictures, drawings, measurements, weight specifications, or any other stipulations, however, is not bound to these when inaccuracy is determined.

Article 4 Prices

1. None of the prices quoted include value added tax (VAT).
2. The price that Axxor has quoted for the services to be performed, is only valid for the service in accordance with the offer made by Axxor.
3. Should the service lie beneath the minimum order size stipulated and made known by Axxor, customer is obligated to settle administration and transport costs on this service to be performed by Axxor.
4. Axxor is authorised to change the agreed price unilaterally should one or more of the following circumstances occur after tendering the offer and/or closing the agreement: change(s) in freight and/or customs tariffs, in the costs of raw materials, semi-manufactured products or services/goods that are necessary for the execution of the agreement, changes in enforced costs and/or taxes by the government or, in general, change(s) that are comparable to the foregoing.
5. Axxor is authorised to raise the price of goods/services to be delivered by it also when the parties have already closed an agreement. In that case, however, customer has the right to proceed to the cancellation of the (call)order and/or agreement within 14 days after the price increase has been made known to the customer. Notwithstanding, the parties are bound to the agreement if Axxor, thereupon, lets it be known that the service to be performed by it will, nevertheless, be carried out against the price first agreed upon.
6. Should the exchange rate of the euro vary by more than 2.5% with regard to the currency of the country where customer has its headquarters or customer's respective branch is located, between the moment when the agreement was reached and the date when Axxor invoices, Axxor is authorised to raise the price of the service to be rendered by the percentage that exceeds the aforementioned 2.5%.

Article 5 Intellectual Property

1. Unless otherwise agreed upon, Axxor retains all copyrights, drawing and model rights and otherwise all possible intellectual titles to ownership with regards to designs, drawings, models, samples, programs provided by it in the framework of negotiations and/or agreements reached, as well as all information that (could be) are the subject of titles to intellectual ownership of whatever nature.
2. The rights intended under paragraph 1 remain in the hands of Axxor. The information connected to these rights may never be scanned, copied and/or in whatever way reproduced, circulated nor sold to third parties against payment nor given for use without the express consent of Axxor, nor may this information be used by customer for other goals - in the broadest sense of the word - than to which Axxor has provided this information for customer.
3. Should the injunctions or prohibitions mentioned in paragraph 2 of this article be violated, customer is obligated to settle a claimable fine of € 30,000.00 to Axxor without proof of default and/or judicial intervention, undiminished Axxor's right to claim further losses it may have sustained.

