GENERAL SALES AND DELIVERY CONDITIONS ACM PRODUCTS B.V.

1. Definitions

1.1. "**ACM**" means ACM Products B.V., the user of these General Conditions.

1.2. "**Buyer**" means any (legal) person or legal entity to whom ACM directs quotes/offers and the (legal) person or legal entity who places an order with ACM, the (legal) person or legal entity with whom ACM enters into a contract and furthermore the (legal) person or entity with whom ACM has any legal relationship and in addition, said (legal) person's representative(s), agent(s), legal successors and heir(s). ACM is only bound by contracts and other commitments made by duly authorized representatives of ACM.

1.3. "**Parties**" means the Buyer and ACM jointly.

1.4. "**Product(s)**" means all products, work and services which ACM provides to the Buyer, or for which offers are presented.

1.5. "**Working days**" means Monday to Friday, excluding Dutch public holidays and all days designated as a holiday by ACM' management or in ACM' terms of employment.

2. Applicability

2.1. These General Conditions apply to all ACM's quotes/offers, all orders of the Buyer accepted by ACM, all contracts ensuing from or related thereto and all legally binding transactions, deliveries and work effected by ACM, and legal relationships made between ACM and Buyer in the future.

2.2. Deviations from and additions to these General Conditions shall only bind ACM if they have been mutually agreed in writing.

2.3. ACM explicitly rejects the general conditions of the Buyer and/or other conditions, to which the Buyer agrees by maintaining the order, or by acceptance of the confirmation by ACM.

2.4. If one or more provisions of these General Conditions turn out to be void or are declared void, the other provisions of these General Conditions, or the contracts made between the Buyer and ACM to which these General Conditions apply shall remain in full force.

3. Offer

3.1. All quotes, price specifications and offers of ACM are without commitment, unless the contrary is explicitly announced in writing by ACM's duly authorized representative. ACM can never be forced to conclude a contract.

3.2. The (sales) contract shall be deemed to have been concluded if an order placed by the Buyer has been confirmed in writing by ACM, and/or ACM executes such order. If the Buyer places an order which has not been preceded by an offer from ACM, the latter shall only be bound if it confirms the order in writing or if it commences carrying out the order. Parties deviate from Articles 227b sub 1 and 227c sub 1 and 2 Book 6 Dutch Civil Code.

3.3. Should an agreement take effect as a result of carrying out the order, the contents of the agreement shall be determined by the actual goods supplied. The risk of misunderstandings about the contents of verbal orders or unclearly written instructions shall be borne by Buyer.

3.4. ACM reserves the right to make any changes in the specification of the Products which are required to conform to any applicable statutory law or EC requirements.

3.5. Any typographical, clerical error or omission in any sales literature, quotation, price list, invoice or other document issued by ACM shall be subject to correction without any liability on the part of ACM.

4. Delivery term & packaging

4.1. ACM shall endeavor to deliver the Products at the time specified in writing in the definitive order confirmation. However, all delivery dates are only indicative even where a 'fixed delivery date' is stipulated when the order is issued.

4.2. The delivery time shall not be of the essence. Therefore, in the event of late delivery, ACM must be formally declared in default by the Buyer and must subsequently be granted an additional reasonable term of at least ten (10) working days to satisfy its obligations. If the extended term is exceeded, the Buyer shall solely be entitled to dissolve the agreement with respect to the Products not yet delivered.

4.3. The dissolution as referred to in Article 4.2 can also extend to Products already delivered on the basis of the same contract, provided that said Products, according to the contract (order and/or order confirmation) should have been delivered as a set.

4.4. ACM may charge a deposit for packaging, including pallets etc. owned by ACM. Buyer shall be credited by ACM for 75% of the invoiced deposit value of packaging materials which are returned in good condition. The costs of return shall be borne by Buyer unless otherwise agreed. In respect of all other packaging, payment shall be made directly to the carrier of the Products.

5. Delivery and risk

5.1. Unless otherwise agreed to in writing, delivery shall be delivery Ex Works (Incoterms 2010).

5.2. If ACM assumes any responsibility for shipment, it shall arrange such shipment as it deems fit. ACM will properly and conveniently pack the Products.

5.3. ACM reserves the right to make and settle partial deliveries and the Buyer shall be obliged to accept partial deliveries, unless mutually agreed otherwise in writing. ACM shall be entitled to separately invoice the Buyer for these partial deliveries and the Buyer shall be obliged to pay such invoices as if they concerned separate contracts.

5.4. The Buyer shall accept the Products at the agreed place/places at the time they are made available to Buyer, even if delivery takes place later or earlier than agreed. Acceptance of the Products shall be effectuated by signing the order receipt by the Buyer or by the party receiving the Products on behalf of the Buyer.

5.5. If the Buyer remains in default, not limited to but including a refusal to accept prompt delivery or negligence in providing necessary information or instructions for delivery by ACM, the associated costs (including but not limited to additional delivery, storage and insurance costs and any other costs incurred along with any loss arising in connection with this default) are at its expense.

5.6. If Products ordered by the Buyer are available but are not accepted /taken by the Buyer, ACM is entitled:

(a) either to effect delivery of the Products by a written notice from ACM, in which case the Products as of the time of the sending of such notice shall be stored at the expense and risk, including the risk of a deterioration in quality, of the Buyer;

(b) or to dissolve the contract with the Buyer in whole or in part in the manner set out in Article 17 hereafter, and sell and deliver the Products to (a) third party or parties, without any liability towards the Buyer. In such case the Buyer is liable for any damage suffered by ACM due to the non-acceptance by the Buyer, including any shortfall below the contractual price.

5.7 The risk of loss or damage in the Products passes to the Buyer on the date of legal and/or de facto delivery of the Products to the Buyer whichever comes sooner, which are thereby placed in the control of the Buyer or of a third party designated by the Buyer, even if title to the Products has not yet passed.

6. Delivery on demand

6.1. ACM can agree delivery on demand with the Buyer. This entails that the Buyer orders a certain number of Products at one time and then determines when a certain quantity of Products is to be delivered (on demand) by ACM. The Buyer is obliged to take the total quantity of Products within the agreed time period, or in absence thereof within three (3) months upon the conclusion of the relevant sales contract.

6.2. If the Buyer fails to take the total quantity of Products within the applicable time period in the order, the provisions of Article 5.6. apply.

6.3. If no time is agreed between the Parties within which the total quantity of Products must have been taken by the Buyer, three (3) months after the conclusion of the contract, ACM has the right to full payment of the total quantity of Products by the Buyer, unless agreed otherwise in writing.

7. Prices and billing

7.1. Unless otherwise indicated by ACM in writing, the prices specified by ACM in the order confirmation and (sales) contract shall be based on delivery Ex Works (Incoterms 2010) and are exclusive of sales tax, governmental charges, tariffs and other costs.

7.2. Payment must take place in the currency indicated in writing by ACM or in absence thereof in EURO unless otherwise agreed in writing. Any obvious price discrepancies are at the Buyer's risk, unless otherwise agreed in writing.

7.3. ACM reserves the right to charge the Buyer price increases, if after the making of the contract or after the placement of an order an increase occurs in one or more price-determining factors, including exchange rates, production and transporting costs, salary costs, premiums, raw materials or any (additional) taxes, tariffs or duties imposed by any government.

7.4. The provisions of Article 7.3. also apply if the changes in the price-determining factors referred to are the result of circumstances which could be foreseen when the contract was made.

7.5. ACM is entitled, if the net invoice amount of the order placed is lower than 350 EURO, to charge the Buyer a maximum supplemental charge of 10 EURO in connection with administration costs. If the Buyer pre-orders or places several orders at the same day, of which the individual net invoice amount however is lower than 350 EURO, the supplemental charge is also applicable.

8. Payment

8.1. Unless otherwise agreed to in writing, the Buyer must effect payment on a net basis within thirty (30) days as of the invoice date, without prejudice to ACM's right to demand a down-payment when entering the contract. Time is of the essence with regard to this term; upon the expiry of said term the Buyer shall be automatically in default. The day of payment shall be the date on which the amount due has been credited to the bank account of ACM.

8.2. ACM has at all times the right to demand prepayment or COD payment from the Buyer of (a part of) the amount owing by it, or security, including an irrevocable bank or insurance guarantee, for the performance of all obligations under the heading of the contract if the Buyer is in default with any payment obligation or if ACM has reasons to fear that the Buyer will not timely or fully meet its payment obligations under the relevant contract.

8.3. The Buyer shall not be entitled to invoke any set-off or rights of suspension against claims which the Buyer has on ACM.

8.4. In the event of non-payment within the term referred to in Article 8.1 a contractual interest is owed, equal to interest of one and a half percent (1.5%) of the value of the unpaid invoice per month, or the statutory interest as applicable to commercial transactions, if the latter is higher, whereby part of a month shall be counted as a full month, starting on the first day after the expiry of the payment term referred to in Article 8.1.

8.5. In the event of non-payment within the term referred to in Article 8.1, the Buyer shall owe extra-judicial costs reasonably incurred to obtain such payment. Such costs shall in any event include the costs of collection agencies, process servers and attorneys. The extrajudicial collection costs shall amount to no less than 15% of the outstanding amount owing with a minimum amount of 250 EURO.

8.6. Payments made by the Buyer shall always serve to pay all interest and costs owed and then to pay all claims under the contract which have been outstanding the longest, even if the Buyer states that the payment relates to another claim.

8.7. If the Buyer has not fulfilled its payment obligations, or if the Buyer has not provided the security or advance payment as referred to in this Article, ACM may refuse delivery.

8.8. If prepayment or security as referred to in Article 8.6 has not been made or given by the Buyer within 14 days after notification by ACM, ACM may cancel the order and claim any related damages from the Buyer, including but not limited to the associated costs (such as storage and insurance costs and any other costs incurred along with any loss arising in connection with this default of the Buyer).

9. **Defects and Complaints**

9.1. The Buyer shall comply with ACM’s instructions relating to the method of storage and treatment of the Products delivered. Upon receipt of the Products, the Buyer shall immediately inspect the Products for visible defects. Buyer shall in particular examine whether the correct Products have been delivered and whether the quantity of the delivered Products conform to the numbers agreed upon. Variations in quality, quantity, width, color, design, size, finishing, workmanship and the like, which are considered by the trade to be permissible or are technically unavoidable will not qualify as defects.

9.2. Any visible defects must be reported to ACM in writing within five (5) working days after receipt of the Products. If the Buyer could reasonably have discovered the defects only later (= hidden defects), complaints related thereto must be reported to ACM in writing within five (5) working days after the Buyer discovered or should reasonably have discovered the defect. The Buyer must report its complaint regarding the Products or delivery in writing directly with ACM accurately setting out the nature and grounds of the complaint and with submission of a photo picture of the relevant Product, the relevant packing note and relevant invoice number or in accordance with the then applicable ACM defects procedure which may be amended from time to time.

9.3. If Products are made as a special order in accordance with the Buyer’s own specifications, ACM shall not be liable for defects in the Products arising as a result of the Buyer’s specification and the Buyer shall indemnify ACM against any and all losses, damages and expenses incurred as a result of any of such defects.

9.4. The right of the Buyer to complain about defects or shortages shall elapse if the defect or the damage is reported too late and in any case one year after the delivery to the Buyer, unless a different time period has been mutually agreed in writing. Even if the Buyer complains in a timely fashion, Buyer must pay for and take receipt of all Products delivered under any order placed. Buyer shall not be allowed to suspend any of its obligations towards ACM.

10. Liability and Return Shipment

10.1. ACM shall accept no liability for damages and costs, caused by Products delivered, unless ACM is liable under mandatory provisions of Dutch law. Any other or further liability for damages suffered by Buyer or third parties is excluded, unless caused by ACM’s gross negligence or willful intent. ACM and ACM shall not be liable to the Buyer or third parties for any indirect or consequential loss or damage such as, inter alia, losses due to delays, lost profits, lost turnover or penalties forfeited by the Buyer or third parties.

10.2. ACM’s obligations under this agreement shall be limited to the free repair or the free replacement of a Product or part thereof at ACM's choice, within a reasonable time determined by ACM. If ACM finds that it should not be required to replace or repair the Products or that such replacement or repair is impossible, ACM shall credit the purchase price as far as pertaining to the defective Product. ACM is not required to pay any damages and/or loss of profit. ACM may require the Buyer to return the defective Products at ACM’s cost.

10.3. In all cases, the entire liability of ACM towards the Buyer under or in connection with the sales contract shall not exceed the lesser of the sales price of the Products to which the liability pertains, or the maximum amount for which ACM is insured for the relevant liability or should reasonably have been insured as is customary in the industry.

10.4. Quality issues ensuing from normal wear and tear, inexpert use, misuse, use contrary to ACM' instructions, carelessness, accident, failure to comply with maintenance instructions and/or normal maintenance, or if there has been use for purposes other than normal use will not constitute a defect.

10.5. All disputes about whether Products are defective within the meaning of this Article, shall be settled by means of binding advice by an independent expert, appointed by ACM. The expert shall render its decision in writing after having heard the Parties. The decision of said expert shall be binding on both Parties. The expert's cost as well as the transportation costs of return of the Product to ACM, if applicable, shall be paid by the unsuccessful party. Should the Buyer not allow an expert appointment by ACM, all rights of Buyer in regard of this clause 10.4 will elapse.

10.6. Return shipment in connection with a complaint which has not been made in accordance with Article 9.2 is not permitted. If the Buyer nevertheless returns Products contrary to this Article, or Products are returned without grounds, said Products, insofar as they have not been refused by ACM, shall be kept at the Buyer's disposal, at the Buyer's expense and risk, without any acknowledgement of the accuracy of the complaint being derived therefrom. The costs of return by ACM of these Products to the Buyer are at the Buyer's expense.

10.7. ACM shall have no liability or obligation in respect to any defect if the total price of the Products has not been paid by the due date for payment.

10.8. ACM does not accept responsibility for loss of or damage to Products returned, if returned by a carrier acting under instructions from the Buyer.

11. Retention of title

11.1. ACM will retain title to all Products delivered and to be delivered to the Buyer until full payment of the purchase amounts for all Products has been received, as well as any amounts owed by the Buyer pertaining to work performed by ACM in connection with such sales contracts and any claims pursuant to any attributable failure in the performance of such agreements on the part of the other party.

11.2. The Buyer is not entitled to alienate or encumber the Products which are subject to retention of title. However, the Buyer is permitted to sell and transfer said Products within the framework of the normal course of business. This permission shall end when the Buyer in any way defaults on the claims in respect of which the retention of title applies, is granted a provisional moratorium on payment or is declared bankrupt. Under no circumstances may the Buyer have the Products, which are subject to retention of title, serve as security for claims of third parties. To the extent that the Buyer has not paid ACM for the Products the Buyer shall hold any monies received in respect of the Products in a fiduciary capacity on behalf of ACM.

12. Order Cancellations

12.1 Order cancellations by the Buyer are not permitted. At its own discretion, ACM may however accept order cancellations provided that specific conditions are met by the Buyer, including but not limited to payment by the Buyer of any loss and damages incurred by ACM or payment by the Buyer of an applicable cancellation fee of 10% of the total invoice value.

13. Default

13.1. Without prejudice to the other provisions of these General Conditions, if the Buyer does not perform any obligation ensuing from the contract with ACM or does not perform these obligations in time or properly, ACM is, after it has immediately informed the Buyer thereof in writing setting out a reasonable additional term within which the Buyer is given the opportunity to perform, entitled to suspend any further performance of or to dissolve the agreement or part thereof without judicial intervention.

13.2. In the event of a filing for a moratorium, bankruptcy, appointment of a trustee or liquidation of the Buyer's business, if the Buyer challenges or infringes any of ACM intellectual property rights, or if ACM fears that the Buyer is or will be unable to meet its obligations under the contract and the Buyer fails to offer adequate security for the performance of its obligations, ACM shall –at its own discretion- be entitled to suspend any (further) performance of, or to dissolve the contract with the Buyer or part thereof with immediate effect without judicial intervention and notice of default, without prejudice to its right to claim additional or alternative damages.

13.3. In the event of termination of a sales contract by ACM, ACM shall be entitled to compensation for all damage ensuing therefrom, which damage shall be fixed at fifty percent (50%) of the invoice value of the relevant Products, notwithstanding ACM' right to claim its actual damage if such damages exceed the fixed damage and/or the right to claim (in addition) (extra-) judicial costs, transport costs and interest as set forth herein.

13.4. If one of the events referred to in this Article occurs, all claims ACM may have against the Buyer on whatever basis will immediately become due.

14. Force majeure

14.1. ACM shall not be liable for any damage incurred by the Buyer in case of improper or non-performance if this is due to the occurrence of events which cannot be attributed to ACM on the basis of either ACM' fault, or by virtue of law, agreement or generally prevailing opinion ("force majeure").

14.2. Within the meaning of this Article, force majeure shall include but is not limited to war, revolution, strikes, lack of raw materials, machine failure, fire, accident, civil disturbance, industrial actions or trade disputes, delays in deliveries by suppliers and transportation problems and any other circumstances beyond ACM's reasonable control. These circumstances shall constitute force majeure for both ACM and its dedicated suppliers.

14.3. Both Parties are bound to immediately inform the other Party in writing when a situation of force majeure arises. If a delivery term is exceeded with more than 2 months as a result of force majeure, each Party is entitled to dissolve the contract without the need for notice of default or judicial intervention.

14.4. The above clause 14.3 shall not apply to Products manufactured for a special order or for a particular event and shall not apply to promotional articles. In these cases, the parties shall confer to achieve a solution to the problem, primarily in order to limit the damage to both parties as far as possible.

15. Miscellaneous

15.1. The rights and obligations of the Buyer provided under these General Conditions are non-transferable and cannot be pledged or encumbered in any way.

15.2. All data received under an agreement between ACM and the Buyer shall be gathered only to be processed in compliance with any applicable law on Protection of Personal Data. These data shall not be used for commercial purposes or disclosed to third parties.

15.3. If any provision, or any part thereof, of the General Conditions is held unenforceable, ineffective or illegal for any reason, such decision shall not affect the validity or enforcement of any or all of the remaining portion of the General Conditions.

16. Disputes and applicable law

16.1. All contracts to which these General Conditions apply in whole or in part are subject to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.2. All disputes relating to offers, quotes and contracts between ACM and the Buyer to which these Conditions apply, howsoever called, and which cannot be resolved in mutual consultation, shall be brought before the competent court in Amsterdam, the Netherlands, to the exclusion of all other courts. ACM shall remain entitled to bring suit against the Buyer before a court that would have jurisdiction in the absence of this Article 16.2.