

Article 1. General

1. These conditions apply to any tender offer and agreement between WWTrade, hereinafter referred to as "User", and a Party which user has declared these conditions applicable, insofar as these conditions are not expressly and in writing by the parties .
2. These conditions also apply to agreements with user, the execution of which may require the involvement of third parties.
3. These general conditions are also written for the employees of User and its management.
4. The applicability of any purchase or other conditions of the other party is explicitly rejected.
5. If one or more provisions of these terms and conditions are wholly or partially invalid at any time or void, it remains, in these terms and conditions apply in full. User and the other party will then engage in dialogue in order to agree new provisions to replace the invalid provisions, as much as possible comply with the purpose and intent of the original provisions.
6. If uncertainty exists regarding the interpretation of one or more provisions of these terms, then the explanation must be found "in the spirit of these provisions.
7. If there is a conflict between parties that is not regulated in these terms and conditions, should be assessed the situation in the spirit of these terms and conditions.
8. If User is not always strict compliance with these conditions, this does not mean that its provisions do not apply, or that user to any degree would lose the right to otherwise demand strict compliance with the provisions of these terms and conditions .

Article 2 Offers and Deals

- 1 All bids and offers of user are free, unless a deadline for acceptance of the offer. A tender offer expires if the product on which the offer or the offer relates, in the meantime is no longer available.
- 2 User can not be held to its offers if the other party can reasonably understand that the bids or offers, or any part thereof, an obvious mistake or error.
- 3 in a bid or offer prices are exclusive of VAT and other government levies, to make possible within the framework of the contract costs, including travel and subsistence, shipping and handling, unless otherwise indicated.
- 4 If the acceptance (whether or not to subordinate items) from the offer included in the offer or the offer then User is not bound. The agreement is not with deviating acceptance, unless user indicates otherwise.
- 5 A compound quotation shall not oblige user to execute part of the assignment against a corresponding part of the price. Offers or quotations do not automatically apply to future orders.

Article 3 Duration of the Contract; delivery, implementation and modification agreement

1. The agreement between User and the Other is for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. For the completion of certain work or the delivery of certain agreed or specified a time limit, this is never a deadline. When a term is exceeded the Other User therefore writing in default. User a reasonable period should be offered to still implement the agreement.
3. If user requires information from the other party for the implementation of the agreement, the execution period begins no earlier than after the Other it is accurate and fully available to the User.
4. Delivery shall be ex works of User. The other party is obliged to accept the goods at the time they are made available. If the other party refuses or fails to provide information or instructions necessary for delivery, User is entitled to store the goods at the expense and risk of the other party.
5. User has to perform certain activities by third parties.
6. User is entitled to execute the agreement in several phases and to invoice the executed separately.
7. If the agreement is implemented in phases User can implement those parts belonging to a following stage until the other party of the results of the preceding phase in writing.
8. If during the execution of the agreement shows that it is necessary for the proper implementation thereof to amend or supplement, then parties will proceed swiftly and in mutual agreement to amend the Agreement. If the nature, scope or content of the agreement, or not, etc., is changed, the competent authorities on request or indication of the Other and the agreement would be qualitatively and / or quantitatively, this can also have consequences for what was originally agreed. This may initially agreed amount can be increased or decreased. User will advance them as much as possible quotation. By amending the agreement may also change the initial period of implementation. The other party accepts the possibility of amending the agreement, including the change in price and time of execution. If the agreement is amended, including an addition, User is entitled to first implement this after agreement was given by the gone authorized person within User and the Other Party agree with the implementation specified price and other conditions,

- including understood to then determine when it will be implemented. Failure or not immediately implement the amended agreement does not breach of User and the Other is not grounds to terminate the agreement. Without being in default, the User can refuse a request to amend the agreement if it qualitatively and / or quantitatively a result example, could have in that context to work or to be delivered.
10. If the other party in default should be in the proper performance of which which he held towards the User, then the other party is liable for all damages (including costs) on the side of User thereby directly or indirectly.
 11. If the User with the other party agrees a fixed price, then User is nevertheless always entitled to increase this price without the other party is entitled in that case the agreement to terminate that reason, if the increase resulting from the price a power or duty under the law or regulations, or is caused by an increase in the price of raw materials, wages, etc., or other grounds that were not reasonably foreseeable at the conclusion of the agreement.
 12. If the price other than as a result of an amendment to the agreement exceeds 10% within three months after the conclusion of the agreement, then the only other party that can claim to Title 5 Section 3 of Book 6 BW entitled to the agreement by a written notice, unless user then still willing to implement the agreement based on the originally agreed, or if the price increase resulting from a power user or an obligation under the law or if stipulated that the episode is longer than three months after the purchase.
- contract impossible or if other circumstances arise of such nature that the unaltered maintenance of the agreement can not reasonably User be required.
2. If the agreement is dissolved, the user's claims against the other party immediately due and payable. If user suspends fulfillment of the obligations, he retains his rights under the law and agreement.
 3. If User proceeds to suspension or dissolution, he is in no way liable for damages and costs it incurred in any way.
 4. If the dissolution is attributable to the Other, User is entitled to compensation for damages, including costs, thereby directly and indirectly.
 5. If the other party from the agreement does not fulfill obligations and to justify this failure dissolution, User is entitled to terminate the agreement with immediate effect without any obligation to pay any damages or compensation, while the other party, by virtue of default, but for damages or compensation is required.
 6. If the agreement is terminated by User, User will in consultation with the Other arrange for transfer of additional work to third parties. Unless the termination is attributable to the other party. If the transfer of work for additional user costs are incurred, they will be charged to the other party. The other party is obliged to pay these costs within the period mentioned, unless user indicates otherwise.
 7. In the event of liquidation, (application of) receivership or bankruptcy of attachment - if and where the herd is not lifted within three months - at the expense of the other party, of debt or other circumstance that the other party fails longer freely about his ability available, the user is free to the agreement to terminate with immediate effect or to cancel the order or agreement, without any obligation to pay any damages or compensation. The user's claims against the Other in that case immediately due and payable.
 8. If the other party fully or partially cancels an order placed, then the appropriate order or ready-made things, plus the potential to drain and delivery costs and the reserved time for the execution of the agreement, integral to the Other Party are being brought.

Article 4 Suspension, dissolution and termination of the agreement

The user is authorized to suspend or terminate the agreement on the fulfillment of the obligations, if:

- The other party does not, not fully or timely comply with the obligations under the agreement;
- After the conclusion of the contract user learns of circumstances giving good ground to fear that the other party will not fulfill its obligations;
- The other party in concluding the agreement was requested to provide security for the fulfillment of his obligations under the agreement and this security fails or is insufficient;
- If the delay can no longer be demanded of User support of the other party that he will fulfill the contract against the originally agreed conditions, User is entitled to terminate the agreement.

1. Further, user entitled to terminate the agreement if circumstances arise of such nature that fulfillment of the

Article 5 Force Majeure

1. User is not obliged to fulfill any obligation to the other party if he is being hampered due to a circumstance that is not due to debt, and neither under the law, a legal act or generally accepted practice in traffic accounted for comes.

2. Force majeure is defined in these terms, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, which user can not influence but which prevents user is unable to fulfill its obligations to come. Strikes of User or third parties in

the company. User also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the contract occurs after the user should have fulfilled his obligation.

3. User can during the period that the force majeure continues to suspend obligations under the agreement. If this period lasts longer than two months, then each party is entitled to terminate the agreement without any obligation to pay damages to the other party.

4. Insofar user at the time of the occurrence of force majeure its obligations under the Agreement has been partially fulfilled or will fulfill, and to fulfill or to meet part independent value, User is entitled to the already performed or to be performed part of a separate bill. The other party is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment must be made within 30 days after the invoice date on a user to give way in the currency of the invoice, unless otherwise specified by the user. User is entitled to periodic billing.
2. If the other party defaults in the timely payment of an invoice, then the other party is legally in default. The Other is then an interest of 2% per month, unless the statutory interest is higher, the legal interest in any case. The interest on the due amount will be calculated from the time the other party is in default until the moment of payment of the full amount owed.
3. User has the right to apply payments made by the other party in the first place to reduce the costs, then against the interest due and finally to reduce the principal and accrued interest.
4. User can, without being in default, to refuse an offer of payment if the Other another order for the allocation of the payment. User can refuse full payment of the principal, if not also the cases and accrued interest and collection costs.
5. The Other is never entitled to settle the amount due to User.
6. Objections to the amount of a bill to suspend the payment obligation. The Other who does not appeal to Section 6.5.3 (Articles 231 to 247 book 6 BW) is not entitled to the payment of a bill to suspend any other reason.
7. If the other party in default or omission in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court on behalf of the other party. The extrajudicial costs are calculated on the basis of what is common in the Dutch collection practice is currently under the calculation method II report. However, if User has made higher costs for collection has been reasonably necessary, the actual costs recoverable. Any judicial and execution costs will

also be recovered from the other party. The other party shall also owe interest on the collection costs.

Article 7 Retention

1. All users goods supplied under the contract remain the property of the Other User until all obligations under the user agreement (s) is properly implemented.
2. User delivered, that pursuant to paragraph 1. under the title, may not be resold and must never be used as currency. The Party is not entitled to pledge the under retention of title or encumber in any other way.
3. The Other is always to do what it can reasonably be expected of him to secure the property rights of User.
4. If third parties seize wish to establish rights goods delivered under retention of title or exercise, then the other party is obliged to immediately notify User.
5. The Other Party undertakes to ensure the goods delivered under retention of title and keep them insured against fire, explosion and water damage and theft and the policy of this insurance on first request to user for inspection. Any payment of the insurance User is entitled to these amounts. Insofar as necessary, the other party undertakes to ensure advance towards User to cooperate with all that in that context might (appear) necessary or desirable.
6. In the event User wishes to exercise his ownership rights mentioned in this article, the other party to designate in advance unconditional and irrevocable consent to User and User others to enter those places where the properties of User are located and to take back.

Article 8 guarantees, research and advertising, limitation

1. The User to be delivered shall meet the usual requirements and standards that can be made reasonably at the time of delivery and for which they normally use in the Netherlands. The guarantee mentioned in this article shall apply to matters that are intended for use within the Netherlands. When outside the Netherlands should verify the other party or the use is suitable for use there and meet the conditions which they are made. User may then other guarantees and other conditions in respect of the supply business or to carry.
2. The guarantee referred to in paragraph 1 of this Article shall apply for a period of 3 months after delivery, unless the nature of the delivered otherwise or the parties have agreed otherwise. Where was produced by a guarantee given by user concerns a third party, then the guarantee is limited to those that will be provided by the manufacturer of the case, unless stated otherwise.
3. Any form of guarantee will lapse if a defect is caused by or resulting from improper or inappropriate use or use

after the expiration date, improper storage or maintenance by the other party and / or third parties when, without written permission from user, the other party or third parties have made to the cause changes or have tried to bring that other cases were confirmed to be not confirmed or if they were processed or modified other than as prescribed. The Other is not entitled to warranty if the defect is caused by or arising from circumstances where no user can influence, including weather conditions (such as but not limited to, extreme temperatures or rainfall) et cetera.

4. The other party is obliged to (do) investigate immediately the moment that things are made available and the relevant activities are carried out. While the other party must examine whether the quality and / or quantity of the product corresponds with what was agreed and meets the requirements of the parties thereto have agreed. Any visible defects within seven days after delivery to be reported in writing to User. Any defects are not visible immediately, but in any event within fourteen days after discovery, to be reported in writing to User. The report must contain a detailed description of the defect, so that user is able to respond adequately. The Other is user to make (do) a complaint with the opportunity studies.
5. If the other party timely complaint, suspend its payment obligation. The other party in that case also required to accept and pay for the otherwise ordered.
6. If a defect notification is made, then the other party is not entitled to repair, replacement or compensation.
7. If it is established that a case is weak and this in time complained, then user the poor, within a reasonable time after the return receipt or, if return is not reasonably possible, written notification of the defect by the other party, at the discretion of user, replace or repair thereof or replacement fee to the Other comply. In case of replacement, the Party is obliged to return the replaced good to user and transfer ownership of it to User, unless user indicates otherwise.
8. If it is established that a complaint is unfounded, then the costs it incurred, including research costs, on the side of User cases, for the account of the client.
9. After the warranty period, all costs for repair or replacement, including administration, postage and wire costs are charged to the other party.
10. Notwithstanding the statutory limitation periods, the limitation of all claims and defenses against User and the User by third parties involved in the execution of an agreement for one year.

Article 9 Liability

1. If User is liable, this liability is limited to what is stated in this provision.

2. User is not liable for damages of whatever nature, created by User is assumed incorrect and / or incomplete information provided by or on behalf of the other party.
3. If User is liable for any damage, then the liability shall be limited to the invoice value of the order, at least for that portion of the order which the liability relates.
4. User's liability is always limited to the amount paid out by its insurer, as appropriate.
5. User is solely responsible for direct damage.
6. Direct damage is only the reasonable costs of determining the cause and extent of the damage, where the establishment relates to damage under these conditions, any reasonable expenses incurred for the poor performance of the User to the agreement, insofar as this can be attributed to user and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these expenses resulted in mitigation of direct damage under these conditions.
7. User is never liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption.
8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of User or his senior subordinates.

Article 10 Transfer of Risk

1. The risk of loss, damage or loss is transferred to the Customer at the moment things to the other party be brought under the control of the Party.

Article 11 Safeguard

1. The Other Party indemnifies User for any claims by third parties who may sustain in connection with the execution of the agreement and whose cause other than attributable to User.
2. If User accordingly by third parties should be addressed, then the Other Party is obliged to assist User both outside and in law and immediately what to do for him in that case can be expected. Should the other party fail to take adequate measures, then User, without notice, entitled themselves doing so. All costs and thereby cause damage to the part of users and third parties, are for the account and risk of the other party.

Article 12 Intellectual property

2. User reserves the rights and powers which he is entitled under the Copyright and other intellectual laws and regulations. User has the right brought by the implementation of an agreement at his side increased knowledge for other purposes, provided that no strictly confidential information of the other party to third parties.

Article 13 Applicable law and disputes

1. All legal relationships where User is a party, only Dutch law, also if a contract wholly or partly abroad or if there is domiciled parties involved in the relationship. The applicability of the CISG is excluded.

2. The judge in the place of User shall have exclusive jurisdiction over disputes, unless the law requires otherwise. User shall nevertheless be entitled to submit the dispute to the competent court according to law.

3. The parties will first appeal to the courts after they settle have done their utmost dispute in mutual consultations.