

General Sales conditions Amacore B.V



1. GENERAL

- 1.1 These conditions apply to all offers by and all orders to Amacore for the sales and delivery by Amacore of products (hereafter: goods), and to all agreements with Amacore with respect thereto.
- 1.2 The Applicability of Conditions of the other party or customer (hereafter: customer) of Amacore is hereby expressly excluded.
- 1.3 Provisions that deviate from these conditions can be invoked by the customer only if and to the extent that these provisions are accepted by Amacore in writing.

2. OFFERS, ORDERS AND AGREEMENTS

- 2.1 All offers Amacore are non-binding & subject to final approval.
- 2.2 Orders and acceptances of offers by the customer are irrevocable.
- 2.3 Amacore is only bound when it has accepted an offer in writing or has begun implementation. Amacore is moreover only bound as was accepted in writing. Verbal commitments or agreements by or with its personnel do not bind Amacore except and insofar as Amacore confirms these in writing.
- 2.4 These conditions apply to changes to the agreement as they do to separate agreements.

3. PRICE

- 3.1 Prices set by or agreed to with Amacore are net, therefore exclusive of V.A.T., among other things, and are valid only for the delivery ex cold storage of warehouse of unpacked goods.
- 3.2 Should Amacore provide packing, packaging, loading, transport, unloading, insurance, without having expressly and in writing agreed to a price therefore, it is entitled to charge the customer the actual costs and/or its usual rates therefore.
- 3.3 Prices set by or agreed to with Amacore are based on the cost price at the time of the conclusion of the agreement. If, thereafter, the cost price increases, due for example to government regulations or changes in the exchange rate, Amacore is entitled to charge the customer a corresponding price increase.

4. DELIVERY PERIOD AND DELIVERY

- 4.1 The delivery period starts after the conclusion of the agreement, and after AMACORE received all items, documents and data to be provided by the customer, and after any agreed upon advance payment has been received by Amacore, or any agreed upon security for payment has been put at its disposal.
- 4.2 Unless otherwise agreed, goods to be delivered by Amacore are deemed to be delivered as soon as they have left the cold storage or warehouse indicated by Amacore for the benefit of the customer.
- 4.3 Failure to deliver within the delivery period does not entitle the customer to additional or substitute damages, nor to non-fulfilment by it of any of its own obligations arising from the agreement. The customer is, however, entitled to rescind the agreement by a written declaration, if and insofar as after the above-mentioned failure to deliver, Amacore still fails to deliver the agreed upon goods within a reasonable period as agreed to with the customer in writing.
- 4.4 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure. They will also be extended by the time that the



customer is later in the fulfilment of any obligation than is agreed to or could reasonably be expected by Amacore.

- 4.5 Amacore has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.

5. RISK AND TRANSFER OF TITLE

- 5.1 Loading, despatch or transport, unloading and insurance of the goods to be delivered takes place at the risk of the customer, even if these are handled by Amacore.
- 5.2 All goods delivered by Amacore remain the property of Amacore until such time as the customer has paid in full all that which is owed to Amacore in connection with the underlying agreement and/or earlier of later agreements of the same nature, including damages, costs and interest. The customer has no right of retention with respect to these goods.

6. FORCE MAJEURE

- 6.1 Amacore is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances, due or not due to third parties and reasonably out of its control.
- 6.2 In the case of force majeure on the part of Amacore, its obligations are suspended. If the force majeure lasts longer than two month, Amacore and the customer are both authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provision of article 10.

7. WARRANTY, CLAIMS, AND LIABILITY

- 7.1 If the quality of the delivered goods does not comply with the agreement, the customer must submit a claim by telephone and in writing to Amacore no later than 24 hours after physical acceptance in the case of unfrozen goods and within 72 hours after delivery in the case of frozen goods, failing which any claim on Amacore will lapse.
- 7.2 If the customer claims as mentioned in the previous paragraph, he must give Amacore the opportunity to have the goods inspected in order to determine the - allegedly inferior - quality. Amacore will have the right to take the goods back in its care and possession.
- 7.3 Any right to a guarantee lapses if: the storage of the goods by or on behalf of the customer has been done improperly, handling and/or processing of the goods have been performed by or on behalf of the customer by third parties, the customer has not fulfilled any of its obligations towards Amacore arising from the underlying agreement, or has not fulfilled them adequately or on time.
- 7.4 In case of a legitimate claim which is submitted in a timely fashion, Amacore will either redeliver at no cost, or credit the customer as far as is reasonable in whole or in part for the invoice value of the goods in question, all of this at Amacore's option. These conditions are applicable in case of redelivery.

8. LIABILITY AND INDEMNIFICATION

- 8.1 Amacore's liability in connection with any defects in goods it delivers is limited to the fulfilment of the guarantee described in the previous article.
- 8.2 Amacore is never obliged to pay substitute or additional damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of Amacore or its own employees. Amacore's liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of intention on the part of Amacore itself.



- 8.3 In all cases in which Amacore is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the goods delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of Amacore's, the amount that is actually paid out by the insurer with respect thereto.
- 8.4 Any claim toward Amacore, except those recognized by Amacore, lapses after a period of 12 months from the time the claim arose.
- 8.5 Amacore's employees, or independent contractors brought in by Amacore for the implementation of the agreement, can, toward the customer, invoke all means of defence afforded by the agreement as if they themselves were party to that agreement.
- 8.6 The customer will indemnify Amacore, its employees and independent contractors brought in by it for the implementation of the agreement for each claim by third parties in connection with the implementation by Amacore of the agreement, insofar as those claims are greater than or different from those to which the customer is entitled from Amacore.

9. PAYMENT AND SECURITY

- 9.1 Payment must take place within 30 days after the invoice date. Amacore has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.
- 9.2 The customer relinquishes any right to set amounts charged by and between parties. Guarantee claims do not suspend the payment obligations of the customer.
- 9.3 If the customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the customer is in default on any payment, all Amacore's remaining claims on the customer are due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, he owes to Amacore late interest equal to the discount rate for promissory notes ("promess-disconto") of the "Nederlandse Bank" on that day raised with four points.
- 9.4 All judicial and extra-judicial costs connected with the recovery of any claim against the customer shall be for the account of the customer. The extra-judicial costs shall amount to at least 15 (fifteen) percent of the amount which is claimed.

10. RESCISSION

- 10.1 If the customer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, Amacore had the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.
- 10.2 The customer is authorized to rescind only in cases referred to in articles 4.3 and 6.2 of these conditions, and then only after payment to Amacore of all amounts owed to Amacore at the time, whether or not due.

11. DISPUTES AND APPLICABLE LAW

- 11.1 All disputes existing between parties shall be heard exclusively by the competent Rotterdam court, unless Amacore prefers another competent forum.
- 11.2 The agreement is subject to Dutch law.

12. für deutsche Kunden



Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers - Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.

Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab.

Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.

Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen.

Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.

Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

