

**GENERAL CONDITIONS OF THE PARTNERSHIP UNDER THE FIRM MotiFive
LOCATED AND WITH OFFICES IN SANTPOORT AT THE BLOEMENDAALSESTRAATWEG 159
REGISTERED IN THE COMMERCIAL HAARLEM UNDER THE NUMBER 34252483**

Article 1 **Applicability**

- 1.1 These conditions apply to all our invoices, confirmations, deliveries and all deals that are closed with us.
- 1.2 Abnormalities of these conditions are only valid where they are explicitly and in writing accepted by us.
- 1.3 The client shall accept these conditions solely by the fact of an order, placing an order respectively/sequential the acceptance of an assignment by us.
- 1.4 Possible conditions used by the client are not binding for us. Our general conditions will keep prevailing, unless explicitly agreed otherwise.
- 1.5 If with any transaction, different conditions or provisions than the present ones are explicitly agreed to, these will exclusively apply to that transaction.

Article 2 **Offers**

- 2.1 All our offers and tenders are optional, unless explicitly agreed in writing.
- 2.2 Only after explicit confirmation or actual enactment of the order are we bound to the order.
- 2.3 Information stated in images, drawings, size- and weight are not binding, accept when explicitly included in a contract signed by both parties or an order confirmation signed by us.

Article 3 **Delivery**

- 3.1 Unless agreed otherwise explicitly in writing, given delivery times can't be considered as fatal terms. We are not accountable for damage due to crossing of delivery times.
- 3.2 If the delivery happens in parts, every delivery must be considered as a separate transaction.
- 3.3 The delivery of our products happens franco at your house from a value of €350,- in the Netherlands. In case of delivery up to a value of €350,- excl. VAT, the (freight or- postage-)costs can be ascribed to the client.
- 3.4 The delivery of our products at their destination happens as good as possible, though not further than reasonable for transport.
- 3.5 From the moment of delivery, our products are in the hands and at the risk of the client, unless explicitly agreed otherwise in writing.
- 3.6 When there are problems with the deliveries that are beyond our control and intention and not for our bill, we are entitled to charge the resulting extra costs to the client.
- 3.7 When the delivery or order is standing impossible as a result of circumstances that are beyond our control and intention, we are entitled to cancel the entire order or part of it without any further responsibilities on indemnity by us.
- 3.8 By circumstances that are beyond our control or intention we mean
 - hindrance in the company, with the delivery or with our suppliers.
 - the non-delivery of things by our suppliers
 - strikes and exclusions
 - in- and export prohibitions or –constraints
 - fire and other accidents
 - mobilization, war, or war risk and revolt.
 - obstructing measures of any government
 - seizureAs well as all circumstances beyond our control or intention, that are of such type that accomplishment of the agreement can reasonably not be expected/demanded of us.

Article 4 **Retention**

- 4.1 All delivered products and to be delivered products remain our property exclusively, until all claims that we have or will have on our client, from whichever head, are completely paid, even when the products are already fully or partially processed or made.
- 4.2 As long as the ownership of the products is not passed to the client, he is not entitled to pawn the products, transfer the ownership (in certainty) or grant any other rights, except for the normal prosecution of his business.
- 4.3 If the client is broke with the compliance of his payment or, for any reason or any cause, acts in contrary with one of the provisions of these terms, is declared in a state of bankruptcy, requests suspension of payment, dies, makes or is being forced to an arrangement with his creditors, in case of seizure, cession or liquidation of business of the client, is all that the client from any contract due to us immediately full operational. Respectively we have the right to retrieve or recover all delivered goods, regardless of where they will be located, where the client/client is obliged to give us the delivered goods back after the first reminder, without the client can claim any compensation/damages.

Article 5 **Liability**

- 5.1 We will assume without any further check that the specifications, drawings, advices, etc. which are issued by the purchaser are correct. We are not responsible for any loss as a result of errors or mistakes in the given specifications, drawings, advices etc.
- 5.2 The client is responsible for all loss, including trading loss, which are the result of his attributable absence, illegal acting or attributable enrichment. The client is also responsible for all loss, including trading loss, which are the result of attributable absence, illegal acting or attributable enrichment by his employees or people who are presenting the client or its company.
- 5.3 If any loss appears where we are responsible for then the responsibility will only cover the value of the invoice of the delivered products and services. If we are assured for any loss appears where we are responsible for then the responsibility will only cover the value which the insuring company actually pays.

Article 6 **Price**

- 6.1 Every offer made by us is optional. The offer is valid for the period mentioned in the specifications.
- 6.2 Prices as agreed are based on the information as known on the moment of purchasing. If changes are made after purchasing we are authorized to charge the client for the extra costs that appears.
- 6.3 We are legalized to raise the prices of the products or services if after the formation of the agreement circumstances appear, for example and on a basis of:
 - raise of transport costs
 - raise of wages prescribed by law
 - raise of social charges
 - revaluation of foreign currency and/or devaluation of the euro or any other prevailing currency

Article 7 **Payment**

- 7.1 Payment needs to be done in 30 days after invoice date in euro, unless explicit written agreement to do otherwise.
- 7.2 Settlement of our charge is not allowed unless explicit written agreement to do otherwise.
- 7.3 Payment needs to be done at delivery in cash without any discount unless explicit written agreement to do otherwise. We are legalized to deliver our products or services under reimbursement or payment of half of the invoice in advance.
- 7.4 We are legalized to charge a 1% interest over the invoice of the delivered products and services if payment is not done in the agreed period. All legal and extrajudicial collection costs will be charged to the client. The extrajudicial collection costs will be at least €50,- excluded taxes. All cost made to request for clients bankruptcy will be charged.
- 7.5 For the duration of the contract we are legalized to charge payment in advance or ask for a security deposit. If we have detailed instructions about deteriorating creditworthiness of the client we reserve the right to cease operations or deliveries.

Article 8 **Annulment**

- We are entitled, without judicial intervention and without any notice to terminate the agreement if:
- the client fails with the proper performance of its contractual obligation.
 - in the event of bankruptcy, receivership, liquidation or sale of the business to third parties or death of our client, the right to this compensation. If we are to rescind a contract, we are entitled to charge all costs which arise from the client.

Article 9 **Applicable law and jurisdiction**

- 9.1 On all our agreements the Dutch law is applicable.
- 9.2 Any disputes that arise between us and our client will be settled by the competent court in Haarlem, unless we prefer the dispute to submit to legal jurisdiction.