

GENERAL CONDITIONS OF SALE AND DELIVERY PON EQUIPMENT USED

I. GENERAL

1. These conditions shall apply to all quotations and agreements for purchase/sale of goods and/or instruction of Pon Equipment Used with its registered office in Moerdijk, The Netherlands, hereinafter to be referred to as PE-USED.
2. Additions or exceptions to these conditions must be agreed in writing; these conditions and exceptions shall only apply for the agreement for which they are made.
3. The rights and obligations arising from agreements between PE-USED and client may not be transferred to third parties, except with the written consent of PE-USED.

II. QUOTATIONS

All quotations shall be without obligation and shall be valid for a period of 14 days, unless otherwise agreed in writing. A quotation which contains a time-limit may nevertheless be revoked by PE-USED, even after receipt of order, provided this is done within 5 days.

III. AGREEMENTS

An agreement shall only be deemed to have been legally concluded after PE-USED has confirmed the order in writing. The contents of the agreement shall be determined by the proposal and/or confirmation of order of PE-USED and these general conditions.

IV. PRICES

1. All price quotations and the prices which PE-USED charges are the prices applicable at the time of the quotation or of the conclusion of the agreement EXW Moerdijk, excluding VAT and other costs attaching to the agreement, such as levies and tariffs.
2. Where after making a quotation, a change occurs to one of the factors determining the price, PE-USED shall be entitled to adjust the prices accordingly, even where the agreement has in the meantime been concluded.
3. Price revision of more than 10%, shall give the client the right to cancel the agreement, provided this is done in writing and within seven days of receipt of our notification thereof. A cancellation as indicated above shall not give client any right to compensation for any damage.

V. PAYMENT

1. Client shall be obliged to pay all invoices ultimately within 5 working days before the delivery date of the applicable goods or before the applicable work is carried out (i.e. full payment in advance). If the agreed delivery date is delayed, the originally agreed payment date remains in effect. All payments must be made without any discount and/or adjustment.
2. Where invoices are not paid in cash in accordance with clause V. 1. above, client shall be in default simply by the passing of the agreed payment date, without any notification of default being required for this, irrespective of whether the exceeding of such payment date is the client's fault.
3. Notwithstanding other rights of PE-USED, PE-USED shall then be authorized to charge the legal commercial interest rate on the outstanding account, as specified in Article 6:119A of the Netherlands Civil Code (Burgerlijk Wetboek, abbreviated BW).
4. Incoming payments shall serve to settle the longest outstanding item – including interest and costs – even where client states otherwise in this respect.
5. In case of late payment, any adverse exchange rate difference shall be for account of client. Reference dates are the due date of the invoice and the date on which payments are received by PE-USED.
6. Notwithstanding anything in these general terms and conditions, PE-USED is at all times entitled to require a down payment, which has to be paid by client within 5 days after execution of the applicable order confirmation.

VI. DELIVERY

1. The time of delivery mentioned or agreed in the quotation and/or order confirmation shall not be regarded as a deadline, not even if this is expressly accepted by client. In case of late delivery, PE-USED shall only be in default after its receipt of a written notification of default.
2. The time of delivery mentioned or agreed shall in any case, but not exclusively, be automatically extended by the period(s) during which:
 - there is a delay in the supply and/or dispatch and/or of any circumstances temporarily holding up the execution, irrespective of whether this can be blamed on PE-USED;
 - client is (or in case there is a justified fear that he will be) in default in one or more obligations towards PE-USED;
 - client has not provided all commercial and/or technical details of the goods, or in any case if such details remain unclarified.
3. Delivery shall be carried out EXW Moerdijk, unless otherwise agreed in writing. All goods shall be transported for account and risk of client, even where the dispatch is made carriage paid.
4. Where PE-USED on request of client is responsible for dispatch of the goods of where the agreed parity of ICC Incoterms lay this responsibility on PE-USED, the time, method of dispatch and dispatch route shall be its choice. Transport insurance shall only be taken out on the express request of client; all costs relating to this shall be for client's account.

VII. GUARANTEE

1. The goods supplied by PE-USED shall meet the specifications as set out in the applicable order confirmation. No guarantee shall be given, unless agreed otherwise in writing.

VIII. CANCELLATION

1. PE-USED shall be entitled to cancel the agreement in full or in part or to suspend the execution, with immediate effect, without judicial intervention, notwithstanding the other rights to which it is entitled to (fulfillment and/or compensation), where:
 - clients acts in contravention of any provision of the agreement between parties;
 - client applies for suspension of payment or makes an application for adjudication or bankruptcy;
 - bankruptcy of client has been applied for; and
 - the business of client is shut down or liquidated.In these cases any claim against client shall be immediately payable, without PE-USED being held to any compensation or guarantee.
2. In the event that client exceeds the payment term by more than fourteen days, PE-USED, without being obliged to issue any further notice, is entitled to resell the goods sold to client in which case the client forfeits any down payment

made to PE-USED as compensation for losses incurred. It is client's responsibility to prove that the losses incurred by PE-USED are less than the down payment.

3. In case the client cancels the order confirmation, PE-USED shall immediately be entitled to compensation equal to 20% of the purchase price of the goods.

IX. RETENTION

1. PE-USED shall be authorized to suspend the fulfillment of the obligation to deliver the goods of client, which he has in possession by virtue of the order, until the claim of PE-USED with regard to these goods has been paid in full, including interest and costs.

X. LIABILITY

1. Except for gross negligence, PE-USED refuses all liability for indirect losses such as loss of business, reduced turnover or income, the inability of make full use of the goods, costs of replacement or supplementary goods, costs of a production disruption, other consequential damage or damage resulting from liability to third parties. All rights to action on the basis of the agreement expire at the end of twelve months. All claims lapse at the end of two years. Notwithstanding anything contained herein, the maximum liability of PE-USED shall not exceed the purchase price of the goods.
2. In the event, where client (or a third-party hired by client) is loading or unloading the goods at the premises of PE-USED, and any damages occur to the premises or goods of PE-USED and/or client's goods as a result of the (un)loading, the client will be fully liable.

XI. DISPUTES AND APPLICABLE LAW

1. All disputes arising from a quote, agreement or a derived agreement and to which these general conditions are applicable, will be submitted to the courts of The Netherlands.
2. Dutch law will be applicable to all agreements to which these conditions are applicable in full or in part, unless departed from in writing and signed by both parties.
3. Should one or more provisions from this agreement with client not be or not be entirely valid, the other provisions shall be fully maintained.