

Definitions

In these Terms and Conditions shall be understood to mean:

- **Seller:** WIKI Nederland B.V., trading under the name WIKI Benelux, with its statutory seat in Rotterdam and place of business in (6101 WX) Echt, Newtonweg 12;
- **Buyer:** every natural person and/or legal person, with whom the Seller enters into an agreement. Particularly under 'Buyer' is understood the person the Seller delivers the objects / products to or for whom the services are rendered.

Article 1. Applicability

1. All quotations are made under appropriate applicability of these General Terms and Conditions, both for the offer and the acceptance thereof as well as for the agreement concluded in this matter.
2. Any and all quotations shall be valid for a period of two months, unless the offer should state otherwise.
3. The agreement is concluded as soon as acceptance of the offer has reached the Seller, from this acceptance appears that the Buyer unites himself with the applicability of these conditions and that he, as a result, takes distance from any of his own purchase conditions.
4. If reservations or alterations are made to the quotation in the acceptance, in derogation from the provision of the preceding paragraph, the agreement shall only be made if the Seller has informed the Buyer in writing to agree to such derogations from the quotation.
5. In the event that any provision of these conditions should be invalid, the remaining provisions shall continue to have effect and the parties shall mutually agree upon a provision to replace the ineffective provision that approximates as closely as possible the intent of the ineffective provision.
6. These conditions shall apply as from 1 June 2008. The changed conditions shall apply to all new agreements. With regards to agreements concluded before the amended conditions came into force, the former conditions shall remain applicable.

Article 2. Amendments

1. Amendments made to the purchase agreement and variations made to these conditions shall only enter into force if they have been agreed by the Buyer and the Seller in writing.
2. If implementing the amendments results in increased or reduced costs, the seller is entitled to change the agreed prices.
3. In the event of a disagreement concerning the changes of the purchase price is a dispute between parties present on which Article 16 of these General Terms and Conditions shall be applied.

Article 3. Quality and description

1. The Seller undertakes to supply the Buyer with the items, the quality and the amounts described in the (possibly amended afterwards) offer.
2. The measurements and weights stated on the tonnage certificate or weighing slip submitted by the Seller shall determine the delivered quantity. If the Seller made the goods or had the goods especially made for the Buyer, the Buyer is obliged to accept a 5% oversize or undersize.
3. The Seller does not guarantee that the items delivered comply with the purpose for which the Buyer wants to designate them, not even if the Seller was informed of this purpose, unless the contrary was explicitly agreed to by the Buyer and Seller.

Article 4. Packaging and shipment

1. The Seller undertakes to provide adequate packaging for the items purchased (unless the nature of the items goes against this) that they reach their destination in good condition with normal transport.
2. De Seller supplies the goods by making them available to the Buyer at his business premises, i.e. Ex Works, unless parties have explicitly otherwise agreed in writing. Insofar as both parties have expressly agreed this in writing, the Seller can deliver Delivery Duty Paid (DDP), including import duties, with the proviso that the Seller delivers when the goods are made available to the named place in the country of importation and **payment against documents** is to be made.

Article 5. Storage

1. If for whatsoever reason the Buyer is not able to take receipt of the goods at the agreed point in time, and these are ready for dispatch, the Seller shall on the request of the Buyer, if his storage facilities permit, keep, secure and take all necessary measures to prevent the lessening of quality to the goods until they have been delivered to the Buyer.
2. The Buyer shall be obliged to pay the Seller compensation for the storage costs according to the tariffs usually employed by the Seller, i.e. one percent (1%) of the purchase price of the stored goods as from one calendar month as of the time that the goods are ready for shipment.

Article 6. Transfer of ownership and risk

1. Subject to the provisions of Paragraphs 2 and 4 of this article, the ownership and the risk for the goods shall pass to the Buyer upon delivery, unless parties have explicitly agreed otherwise in writing.
2. As long as the Buyer has not paid the amount of the purchase sum and any additional costs in full or has not provided security therefore, the Seller shall reserve title to these goods. The Buyer is obliged to hand over the delivery items at first request of the Buyer. For as long as the ownership of the goods supplied remains with the Seller, the Buyer is obliged to ensure an adequate insurance thereof at his expense. The ownership of the Seller's goods only transfers to the Buyer if the goods in question have been fully paid, including the payment of any interests and costs due.
3. If the Seller reasonably doubts the payment ability of the Buyer, the Seller is entitled to postpone the delivery of goods according to Article 4 Paragraph 2, until the Buyer has guaranteed the payment. The Buyer is responsible for damage suffered by the Seller as consequence of the delayed delivery.
4. If the Seller postpones the delivery on request of the Buyer, according to Article 5, the goods shall remain the ownership of the Seller and for his risk, until the goods are delivered to the Buyer ex Works, or by way of derogation, have been made available in the place or places both parties agreed upon.

Article 7. Time of delivery

The Seller shall deliver the goods at the time specified in the agreement or immediately after the end of the delivery term specified in the agreement. In case a delivery term has been agreed up on, this will start from the date the Seller has confirmed the order. Delivery time serves as an indication and not as a fatal term. Failure to supply by the delivery date does not entitle the Buyer to any claim for damages.

Article 8. Force majeure

1. The in Article 7 meant delivery time will be extended with the period during which by Seller through force majeure is not capable to perform his obligations of the agreement, without being bound to make any compensation payment.
2. There is force majeure on the part of the Seller if the Seller, after entering into the sales agreement, is unable to perform its obligations under the agreement or to perform the preparations to meet its obligations, as a result of war, threat of war, civil war, terrorism, revolution, riot, mobilisation, fire, water damage, pandemics, floods, strikes, confiscation, factory sit-ins, import and export barriers, governmental measures, machinery defects, power supply disturbances, all both at the premises of Seller as well as at those of third parties, from whom the Seller has to fully or partially obtain the usual materials or raw materials required, and furthermore in connection with storage or during transport, in own management or otherwise, and furthermore all other causes that have arisen through no fault of and beyond the control of the Seller.
3. In the event that the Seller cannot reasonably be expected to comply with any of his obligations in connection with any of the circumstances summed up above, he shall be entitled to suspend the performance of the agreement in full or in part or dissolve the agreement in full or in part. In this case, the Seller shall only be entitled to payment of the costs incurred, without the Seller being obliged to pay any compensation for damages.

Article 9. Guarantee

1. Statements by or in the name of the Seller regarding the quality, composition, handling in its broadest sense, application possibilities, properties of the goods can only be considered a guarantee if they have been explicitly confirmed in writing as a guarantee.
2. The Seller is liable to both Buyer as customers of the Buyer, as follows from Paragraph 3, for damage to and caused by the goods, occurring during the guarantee period stated in the order confirmation, unless the damage arises from any use by the Buyer of any customer of the Buyer that is at variance with the present guidelines or from any other improper use.
3. The Seller's liability is limited to repair or replacement of the defect good or part of it free of charge, all at the discretion of the Seller.

Article 10. Price and payment

1. The purchase price includes the price for the goods including packaging, unless the parties explicitly agreed otherwise.
2. All prices are based on the monetary conditions of domestic and foreign currencies, import duties and other taxes and/or charges that affect the cost price, applicable at the time the Agreement was concluded. If one or more of the factors referred to changes before delivery took place, the price shall be adjusted in a way that fairly reflects the occurred change.
3. The Seller is entitled to raise prices in the event of abrupt increases in raw materials prices and/or increased labor costs applied by its suppliers and/or the Seller.
4. The Buyer is obliged to pay cashless within thirty days after the invoice date. He is not entitled to deduct any amount from the purchase sum for any by him supposed counter-claim.
5. Upon condition only that payment of the invoice has not been made within the applicable term of payment, the Buyer shall be in default and a contractual interest is owed of one percent (1%) per month or part hereof.
6. In the event that the Buyer, after written demand for payment, is still in default with respect to a payment or part of a payment within the deadline set in the reminder, this also means that all other amounts due by Buyer to Seller are due in full on demand, and the Seller has the right to regard the Agreement as dissolved, in whole or in part, without judicial intervention. In this case the Buyer shall be liable for any damage suffered by the Seller, a.o. loss of profit, transportation costs and the extrajudicial collection expenses.
7. If the Seller initiates extrajudicial collection measures because of a shortcoming attributable to Buyer, these costs shall be borne by the Buyer. These costs represent 15% of the invoice amount, with a minimum of € 250,00.
8. The Buyer, exercising its competence to store as stated in Article 5, remains obliged to pay the purchase sum on the date set out in Paragraph 2.

Article 11. Statutory requirements

1. The Seller guarantees that the design, the composition and the quality of goods that are to be delivered based upon the order, fulfil in any way the relevant demands stipulated by laws and/or other by government given regulations in force on the point of time of the Agreement.
2. The provisions set out in Paragraph 1 also apply to the normal use of the goods.

Article 12. Dissolution

1. Subject to the provisions of Article 10, Seller reserves the right to immediately claim all amounts due and/or to suspend further deliveries due or to deliver exclusively against cash payment and/or to extrajudicially terminate the agreement wholly or partly, by means of a written statement, in the event that:

- a. the Buyer is declared bankrupt or a request for his bankruptcy is filed at the court;
- b. the Buyer has applied for or been granted suspension of payment;
- c. the Buyer is put under guardianship or is in any other way no longer able to dispose freely of all or part of his capital;
- d. the Buyer's operations must be terminated or transferred to a third party, including the merge into another legal entity or partnership;
- e. the Buyer dies or -if this applies to a legal entity or partnership- in case of liquidation or dissolution;
- f. if the counterparty reports inability to pay and/or is in arrears with payment to the Seller.

Article 13. Complaints and liability

1. Complaints with regards to the delivered goods shall have no effect, if they are not reported to the Seller in writing at the latest within 14 days after the date of delivery, under detailed provision of the nature and scope of the complaints. The Buyer shall hold the goods referred to in the complaint at the disposal of the Seller. Defects that are detected after use or processing have to be reported to the Seller in writing and immediately upon detection. Irrespective of the provisions in the present Article, every right to claim of the Buyer against the Supplier lapses 12 months after the date of delivery. The Seller is in no means liable for defects and consequential damage if the Buyer fails to perform these obligations. Furthermore, the Buyer is bound to follow all instructions by the Seller with regards to goods and packaging.
2. If the Seller holds that the complaint is well-founded, he is only obliged to repair, restore or replace the defect good or product without delay, all of this at Seller's discretion, without giving rise to any right of indemnity on the part of the Buyer.
3. The Seller is only liable for direct damage to the delivered goods as a result of deliberate act or gross negligence. The liability shall be limited to the invoice value of the goods concerned. The Seller will under no circumstances be liable for indirect, consequential or trading loss, lost profit or turnover, loss of savings, damage the Buyer could have avoided by reasonable conduct or damage caused by force majeure.
4. The Seller shall not submit to the Buyer a security in the form of a bank guarantee, unless the parties have expressly otherwise agreed to in writing.

Article 14. Applicable law

This Agreement shall be governed by Dutch law. The applicability to the Agreement of the Vienna Convention (CISG) shall be excluded.

Article 15. Applicability

These General Terms and Conditions shall be applied to all offers and acceptances on the part the Seller. In the event that the Buyer refers to any other conditions, the applicability thereof shall be explicitly rejected.

Article 16. Disputes

1. Any disputes arising between the parties in relation to their Agreement or further agreements that might result therefrom, or any other existing or future legal relation including, but not limited to tort law, wrongly received payment or unjust enrichment shall be settled by the Dutch court in Roermond, except if and insofar as binding jurisdiction is in conflict with this explicit choice of forum.
2. A dispute is regarded as existing when one of the parties confirms that this is so.