

GENERAL CONDITIONS OF TRADE

Of the company RJB International B.V. established at Amsterdam, The Netherlands

To all our offers and contract of sale, commission and subsequent agreements, these general conditions of trade, to be called further these condition of trade, general condition c.q. our conditions of trade, apply, in so far as there is not deviated from these condition explicitly in the contract in writing or in our written confirmation of the agreement.

A - General provisions

1. In this sale, the term "seller" means "RJB INTERNATIONAL B.V."
2. These conditions apply automatically to all offers and agreements between seller and buyer.
3. Writing of the conditions can only be made between seller and buyer.
4. Any conditions of copper are not applicable.
5. All the vendor charged quotations are free, unless otherwise agreed in writing.

B - Price

1. The retailer charged prices exclude VAT and seller is released mid-price changes to take effect.
2. The sale price is based on the time of conclusion of the current contract prices of raw materials, intermediate goods, materials, wages, salaries, government taxes, freight, insurance premiums or any other factors too, which determine the cost of the product.
If after the conclusion of the contract and delivery cost increases of the product by raising one or more cost factors, the seller is entitled to the sale price to increase by an amount as an agreement with the occurring increase in the cost of the product.
3. If the prices are denominated in foreign currencies and the official exchange rate at the date of concluding the agreement will adversely changed compared to the vendor, the vendor is selling so adjust the value in Dutch money like staying still to those existing at time of concluding agreement.

C - Supply and Property

1. The delivery of goods occurs ex works when things leave the warehouse.
2. The cases are the expense and risk of the buyer upon delivery.
3. If seller stated that the cases from a certain date for delivery, the goods are ready within a maximum period of six weeks to be taken.
If after this period the goods have not been collected, the buyer from the expiration of the term unless a summons or notice of default is required, in default. From then on the business risk and expense of copper and copper storage costs are to be charged.
4. If parties have agreed that no works will be delivered, does the loading and unloading and the transport is the risk and expense of the buyer and the buyer will not be charged assault charges.
5. Buyer assumes all costs incurred by not accepting the goods on his behalf.
6. For national transport vision requires a copper transport insurance for the goods, the insurance premium paid by the purchaser.
7. If, during transport the goods are lost or damaged, the buyer are entitled to the insurance proceeds.

D - Delivery

1. Exceeding the delivery time stipulated by the vendor does not entitle the buyer to cancel the agreement or to claim dissolutions and seller will not pay any damages have been held. Quoted delivery times are only approximate but seller will always endeavor to meet the agreed delivery time to come.
2. The delivery is only after the order has been confirmed by the vendor, all for the performance of the contract have in sales and possession to the purchaser than any of its obligations.
3. Deliveries must be on call within the agreed time called and declined. By the mere passage of time, the buyer will be considered in default. The seller has the right to require performance of copper still terminate the agreement without judicial intervention compensation for any damage.

E - Payment

1. Buyer is obliged to pay the purchase price within 14 days after the invoice date. The buyer is not allowed in any ground whatsoever to claim set-off.
2. After crossing the payment buyer, without a prior warning or notice of default is required, in default. From the moment of default, buyer to seller a default interest on the outstanding amount of 1.5% per month or part thereof is payable, and extrajudicial collection costs, which are determined at 15% ^ of the principal amount owed, all this with a minimum of € 700.00 / \$ 1,050.00.

3. If buyer pays the cost per change for the realization of the bill on behalf of the buyer.
4. In case of doubt as to the solvency of the buyer, the seller is entitled, before delivery is made from copper or a sufficient guarantee payment of the purchase price to demand.

F - Commercials

1. Buyer is required upon delivery of the goods delivered to check validity of the material and demonstrable construction and workmanship. Any complaints should the buyer within 8 days after receipt of the goods by registered letter to the seller to sign stating specifically the nature of the complaint. In that case, the buyer of goods available to the seller. In the absence of timely notification, the supply is supposed to have been accepted without protest.
2. In the case of a justified complaint about the delivery which, under paragraph 1 of this article was made known vendor is only required to restore the charge to the complaint leading defectiveness of the material or identifiable design and manufacturing defect.

G - Ownership

1. Seller retains ownership of its business provided for, until the purchaser all commitments under all agreements under which the goods are delivered, has failed.
2. Seller is entitled to perform obligations if the seller is in default, the subject property to be delivered retrieval. Purchaser undertakes to the Seller the opportunity to do so.
3. Buyer is only authorized under the property to be delivered to third parties to sell and deliver under an agreement among the ordinary course of business buyers.

H - Measurements, weights and quality

1. Slight deviations in quality, color, length and thickness, which are technically unavoidable, or according to commercial practice generally allowed, can not constitute grounds for complaint.
2. In case a tender or delivery by monster has been a member I of this Article applies.
3. The quantity of goods delivered to 5% deviation from the agreed quantity.

I - Non-attributable shortcoming

1. Where seller not because of an imputable failure of a lasting nature prevented implementation of the agreement to give the seller and buyer is entitled to the agreement without judicial intervention and without triggering requirements for damages incurred with immediate effect.
2. If a seller does not force majeure of a temporary nature is preventing her from the contract obligations (below) to perform such obligations shall be suspended until such time as detailed as possible again.
3. Among non-attributable shortcoming means any of the will of vendor independent conditions that fulfillment of the agreement permanently or temporarily impossible, and - if these are not already aware - at least strikes, sit-ins, blockades, embargoes, transportation restrictions, government measures that execution of the contract delay and / or prevent a lack of raw materials and / or materials and / or labor, war, emergency, power failure, fire, explosion, flood, earthquake and flood, as well as default on the part of the supplier of the Seller.

J - Dissolution Agreement

Seller is in addition to the grounds listed in Article IX, entitled to the contract with buyer without judicial intervention if the buyer does not, not properly or timely comply with any obligations under that agreement.

K - Termination

Seller is entitled to the contract by registered mail to terminate if the buyer in a state of bankruptcy, provisional suspension of payments or bankruptcy, is liquidated, or by seizure or otherwise dispose of its assets or part thereof or substantive obligations meets them after the retailer noted, these obligations are not completed within ten days to fulfill. In such a case the seller of all that the buyer already delivered or services to be recovered immediately due and payable.

L - Legal - Forum

Between seller and buyer contracts are subject to Dutch law. Any dispute arising from or related to such agreements will only be submitted to and decided by the competent court in Amsterdam, The Netherlands.