

**Article 1 Application**

- 1.1 These general conditions apply to all bids, offers and agreements between the private limited-liability company Interflon B.V., henceforth to be called "Interflon", and the other party. The other party is the one who by signing a document or otherwise has accepted the validity of these general conditions.
- 1.2 General conditions of the other party do not apply. Deviations from and/or supplements to the general conditions of Interflon apply only if they have been agreed to in writing between Interflon and the other party.
- 1.3 If another party had earlier concluded a contract with Interflon and if that contract was governed by the general conditions, then the other party is considered to be aware of the fact that Interflon works with general conditions. Later agreements between Interflon and the other party are in that case considered to be governed by these general conditions.

**Article 2 Bids/offers and agreements**

- 2.1 Interflon's bids and offers are always free of engagement. Consequently, they can always be revoked by Interflon before their acceptance or even immediately after their acceptance.
- 2.2 Agreements between Interflon and the other party do not become established until the dispatch of an order confirmation by Interflon. Nevertheless, an agreement between Interflon and the other party is considered to have been established when Interflon is carrying out the agreement and sends an invoice or delivery slip to the other party. In that case the invoice or delivery slip sent by Interflon to the other party shall be regarded as order confirmation.
- 2.3 Unless another party immediately, by registered letter addressed to Interflon, raises objection to the contents of an order confirmation, the contents of the order confirmation is considered to reflect the correctness and completeness of the agreement.

**Article 3 Execution/Force majeure**

- 3.1 Agreements between Interflon and the other party are based for one thing on information supplied to Interflon by the other party. The other party assures Interflon that to the best of his belief he has supplied Interflon with all essential information relevant to the agreement. Should the Interflon's commitments comprise the obligation to provide the other party with advice and in particular advice on lubrication, Interflon will give such advice to its best understanding and capacity, the commitment being one of effort rather than result.
- 3.2 Interflon is always authorised to have the agreement, including delivery and invoicing, carried out by third parties. Availing itself of that authority, Interflon continues to be the contract partner of the other party, and these general conditions remain applicable.
- 3.3 In a case of force majeure on the side of Interflon, then as well as other legal competencies Interflon has authority to dissolve or suspend the agreement with the other party, in the latter case for the duration of the status of force majeure. When availing itself of this authority, Interflon shall not be committed to compensation.
- 3.4 By the notion of force majeure shall be understood unforeseen circumstances, for instance relating to persons or objects that Interflon uses in carrying out the agreement and which by their nature render execution of the agreement impossible or so troublesome and/or costly that fulfilment of the agreement cannot in reason be demanded by the other party. Among such circumstances are production or traffic disturbances, fire damage, floods, strikes, government measures, the failure of the other party or of third parties enlisted by Interflon in the execution of the agreement, to supply the necessary information or to co-operate.

**Article 4 Terms /deliveries**

- 4.1 Interflon's terms of delivery are always approximate. Unless expressly agreed upon otherwise in writing, these terms are not deadlines. Interflon does not accept liability for exceeding terms. Interflon shall not be in default until the other party has declared it so by registered letter, allowing Interflon a delay that is reasonable in view of the circumstances, in which yet to meet its obligations from the agreement.
- 4.2 Unless otherwise agreed upon in writing, goods to be supplied by Interflon shall travel entirely for the account and risk of the other party, irrespective of which party has concluded the transport agreement(s). The same holds for carriage-paid consignments.
- 4.3 Deliveries take place under reserve of ownership. All goods that Interflon supplies to the other party shall therefore remain Interflon's property until the other party has fully met his obligation(s) to pay, to the inclusion of interest and expenses due. The other party is not allowed to alienate or encumber the goods, other than in the framework of normal business, until he has met his obligations to pay.

**Article 5 Prices/payments**

- 5.1 The prices stated by Interflon on the order confirmation are in Euros (exclusive of VAT and handling expenses). Interflon is authorised to raise its prices even after the conclusion of the agreement. That authority will be used for instance in the case of changes in the costs of the materials needed to carry out the agreement, wages, premiums of any kind, taxes and/or other factors, that determine the price of the goods. The other party is authorised, if reasonable, to dissolve the agreement if the rise in prices occurs within a term of three months after the conclusion of the agreement.
- 5.2 Unless binding law prevents, the other party is committed, without appeal to suspension or settlement, to pay the invoices sent to him by or on behalf of Interflon, within the term set in the invoice.
- 5.3 If the other party has not paid the invoice within the term set, he shall legally owe a penalty interest over the amount of the invoice at the rate of 2% a month or part of a month. Should Interflon find itself forced to have recourse to collection measures, then the other party shall moreover be bound to reimburse the collecting fee, which can be set at 15 per cent of the outstanding invoice sum plus the penalty interest, all this without prejudice to Interflon's right to demand full compensation should its losses related to the collection measures be higher.
- 5.4 Interflon's demands are instantly claimable on liquidation of the other party's company if a bankruptcy or moratorium is applied for, if the other party ceases its activities or if the control within the company changes.
- 5.5 Payments by the other party shall first be deducted from the expenses, next from the due interest, and finally from the principal sum and the current interest. The oldest outstanding invoice shall be paid first.

**Article 6 Inspection/complaints**

- 6.1 The other party is committed to inspect the goods supplied immediately upon receipt. If the other party is of the opinion that the goods do not match the agreement, he shall report it to Interflon within eight days after the observation; failing this, the goods shall be considered to match the agreement.
- 6.2 The other party shall enable Interflon to investigate the goods complained about at a place and time to be set by or on behalf of Interflon.. If Interflon acknowledges the correctness of the complaint, Interflon will replace the goods as soon as possible by others that do meet the agreement.

**Article 7 Liability**

- 7.1 Given the fact, among others, that recommendations and the choice of goods ensuing from them are achieved in consultation and dialogue with the other party, Interflon is not accountable for losses of the other party or third parties, unless there is question of intent or gross negligence on the part of Interflon or of persons who are charged with the company's management. If Interflon is accountable for losses, the liability is restricted to direct losses, at most to the amount that Interflon has received from the other party in relation to the execution of the agreement. Interflon is not accountable for indirect loss/ consequential loss/trading loss. In that connection the other party shall protect Interflon from all claims from third parties.
- 7.2 If losses are suffered as a result of following Interflon's advice, the other party shall need to prove that he has followed Interflon's advice and that the loss has ensued therefrom. In that case, Article 7.1 remains fully applicable.

**Article 8 Right of lien**

- 8.1 Interflon is authorised to retain all goods that have been provided by the other party or which it has produced in behalf of the other party until the other party has met all its contractual commitments towards Interflon.

**Article 9 Secrecy/intellectual property rights**

- 9.1 The other party is committed to keep secret all confidential information he has obtained from Interflon in connection with the execution of the agreement. Information shall count as confidential if Interflon has described it as such or if the other party, in view of the nature of the information, knows, or should know, the confidential nature of the information.
- 9.2 Should Interflon sell or make available software/ computerised files to the other party, then the intellectual property rights remain with Interflon. The other party is not permitted to sell the software or the computerised files to third parties, nor to allow third parties to use them.

**Article 10 Applicable law/choice of forum**

- 10.1 To bids, offers and agreements and all other ensuing legal relations between Interflon and the other party, Dutch law shall apply.
- 10.2 Disputes ensuing from bids, offers and agreements between Interflon and the other party shall be settled by the competent court in Breda.

**Article 11 Contingency provision**

- 11.1 Should one or more provisions of the agreement concluded between Interflon and the other party, among which should be understood these general conditions, prove not legally valid, then the other provisions will remain in full force. In that case the parties negotiate with each other about replacing the invalid provisions by others that are legally effective and match the old ones as closely as possible.