

CANE INTERNATIONAL B.V.

Cane International B.V. General Terms & Conditions

Chapter I General

The general terms in this chapter apply to all offers, agreements, business relationships, deliveries and other (legal) actions between Cane International (as defined in article 1 below) and the Client (as defined in article 1 below).

1 Definitions

Acceptance:	The written notification from Cane International to the Client that the offer from the Client to enter into an agreement has been accepted.
Client:	The (prospective or definite) contracting party of Cane International and its successor(s) under general or special title.
Cane International:	Cane International B.V., incorporated under the laws of the Netherlands, with reference number with the Dutch Chamber of Commerce 63540452.
Quote:	The written statement sent by Cane International to the Client setting out the terms and conditions for an agreement.

2 Applicability of the general terms

2.1 These general terms apply to all offers, agreements, business relationships, deliveries and other (legal) actions between Cane International and the Client.

2.2 If these general terms on the one hand and the Quote or Acceptance on the other that were sent by Cane International contain conflicting terms, the terms contained in the Quote or Acceptance shall take precedence.

3 Establishment of the agreement / payment

For agreements for which Cane International has not created a Quote or an Acceptance, the invoice by Cane International or delivery receipt by Cane International is also considered to be an order confirmation, which is considered to fully and accurately represent the agreement subject to evidence to the contrary provided by the Client.

4 Price and payment

4.1 Any costs relating to the payment shall be borne by the Client.

4.2 Unless agreed otherwise, all of Cane International's invoices are immediately payable from the moment when they are sent to the Client. The Client will make every payment in Euros or US Dollar by bank transfer to an account specified by Cane International within no more than fourteen days of the invoice date, without having any right to suspension and/or deduction. This term applies as a final deadline pursuant to Article 6:83(a) of the Dutch Civil Code. If this deadline is exceeded, the Client, without prejudice to the other statutory or contractual rights of Cane International:

- (i) will forfeit a cumulative interest of 1% per month to Cane International over the total amount payable to Cane International;
- (ii) will be obliged to reimburse the judicial and extra-judicial costs, including the costs of any independent experts, of Cane International relating to the collection of its claim, where the collection costs payable to Cane International are at least 15% of the total amount payable.

4.3 Cane International's records are considered complete and binding, subject to evidence to the contrary provided by the Client.

4.4 If an agreement between Cane International and at least two Clients is reached, then the Clients are jointly and severally bound to settle the amounts invoiced accordingly by Cane International.

5 Cane International's liability

5.1 Every liability of Cane International is limited to the agreed price of the item or service in relation to which the liability of Cane International has arisen.

5.2 Furthermore, Cane International can only be held liable for direct damage suffered by the Client. Direct damage refers to the damage suffered by the Client as a direct and exclusive result of a failure attributable to Cane International. Therefore, Cane International cannot be held liable for indirect damage or consequential damage (including: loss of profits, loss of savings, damage as a result of business interruptions, environmental damage and immaterial damage) that the Client suffers or any damage that the Client suffers due to a third party passing on its own damages to the Client.

5.3 A condition for the creation of any right to compensation of damages is always that the Client, once the damage has occurred, will always report this damage as soon as reasonably possible, and in any case within twenty-eight (28) days of the occurrence of the damage, in writing and in detail, to Cane International.

5.4 Cane International is not liable for damage if and insofar as the Client has not done all that can be reasonably expected in order to minimize the damage.

5.5 All rights of the Client against Cane International, under any agreement, will expire after one year from the point when the Client became aware or should reasonably have been aware of the fact that it suffered damage (details to

be further established at that time) as a result of a circumstance (details to be further established at that time).

5.6 The Client shall indemnify Cane International against any and all claims made by third parties, including, but not limited to, any reasonable costs of legal assistance which relate in any way to the work carried out on behalf of the Client, unless such is the result of gross negligence or deliberate misconduct on the part of Cane International.

6 Cane International force majeure

6.1 A failure cannot be attributed to Cane International if it is due to force majeure. Force majeure as referred to in the previous sentence includes any circumstance that falls outside of the reasonable control of Cane International, including: obstacles caused by measures, laws or decisions of authorized international or national (government) bodies, lack of raw materials, strikes, company lock-outs, blockages, embargoes, war, riots and similar circumstances, power cuts, failure of (tele)communication lines, fire, explosions, water damage, floods, lightning strikes and other natural disasters and emergencies, staff absences or absences of the staff of auxiliary parties of Cane International and/or any failure of auxiliary parties of Cane International.

6.2 The provisions of the previous paragraph also apply if the force majeure only started to affect Cane International after Cane International defaulted.

6.3 Cane International shall not be liable for shortcomings on the part of any third parties it may deploy and is authorized by the client to accept on its behalf any liability limitations of third parties.

7 Governing law and choice of Courts

7.1 These general terms and all offers, Quotes, activities and agreements to which they apply are governed by Dutch law. The applicability of the Vienna Convention (CISG) is expressly excluded.

7.2 All disputes following the Quote, Acceptance and/or the agreement or a further agreement to which these general terms apply will be exclusively heard by the competent courts of Amsterdam.

Chapter II Terms that apply in case Cane International acts as a seller of movable property

The general terms in this chapter apply to all offers, agreements, business relationships, deliveries and other (legal) actions between Cane International and the Client in case Cane International acts as a seller of moveable property. If a term in this chapter conflicts with a term in chapter I, the term in this chapter shall take precedence.

8 Selection of items, price, risk and delivery

8.1 The Client shall bear the risk of the selection of the items purchased. Cane International shall not be held responsible for the items being suitable for the use intended by the Client, unless this has been guaranteed clearly and unconditionally in the Quote or Acceptance.

8.2 Unless agreed otherwise, the prices listed by Cane International do not include packaging, insurance, transport, turnover tax, statutory import and export levies and customs fees.

8.3 The items that are ready to be sent, in accordance with the agreement concluded between the Client and Cane International, must be collected immediately after the Client has been notified that they are ready to be sent.

8.4 In the event of transport damage, the Client must (i) carry out an inspection on the spot, (ii) prepare a report on the inspection and (iii) provide Cane International with a copy of the report as soon as possible.

8.5 The delivered items must be accepted by the Client, even if faults are detected, without prejudice to the Client's contractual rights.

8.6 Delivery times that have been provided verbally by Cane International shall be considered indicative and not final deadlines pursuant to Article 6:83(a) of the Dutch Civil Code. Delivery times confirmed by Cane International in writing shall apply as indicative terms, unless the Parties have explicitly agreed that these deadlines are final. Delivery terms are never set before the Client has made the documents, information and/or permits to be submitted available and has met his other requirements towards Cane International.

9 Reservation of ownership of items

9.1 The ownership of the items delivered to the Client by Cane International will first transfer to the Client when the Client has provided the counter performances required based on the agreement, as well as - if the Client has failed to comply fully with the agreement - paying Cane International's claims that have arisen due to the failure of the Client to comply fully with the agreement.

9.2 The Client is not permitted to deliver, pass on, sell or encumber unpaid for items or to bestow any rights therein to third parties. If the Client acts contrary to the provisions of the previous sentence or if Cane International has provided dispensation regarding the aforementioned prohibition, then the Client is obliged to cooperate, at Cane International's first request, with the establishment of a right of pledge, for the benefit of Cane International, on all claims of the Client against third parties to whom the Client has passed on the unpaid items, without prejudice to all other statutory and contractual rights of Cane International. In this case, the Client hereby provides Cane International with the irrevocable power to act on behalf of the Client to pledge to himself the claims of the Client against third parties to whom the Client has passed on the unpaid items.

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9.3 If the Client intends to transport the items delivered under the reservation of ownership abroad, then the Client must notify Cane International accordingly in good time, so that Cane International can establish a security interest if required that corresponds to the reservation of ownership in the country of destination. In this case, the Client will be obliged to cooperate in the establishment of this security interest.

9.4 If the Client defaults or if the proper fulfilment in relation to an obligation under the agreement becomes temporarily or permanently impossible for the Client, then Cane International is entitled to take back all of the items that are subject to its reservation of ownership, without further notice, even if this requires disassembly. The Client will enable Cane International to do so and will authorize Cane International to access the locations of the delivered items.

9.5 Cane International shall charge the costs incurred by exercising its reservation of ownership to the Client and they must be paid by the Client.

9.6 If and as long as Cane International is the owner of a delivered item, the Client will notify Cane International in writing immediately when the item is seized or is at risk of being seized or if a third party claims the delivered item in some other manner. In addition, the Client will inform Cane International, at Cane International's first request, where the items belonging to Cane International are located.

9.7 In the event of seizure, suspension of payment, application of the Debt Management (Natural Persons) Act (WSNP) or bankruptcy of the Client, the Client will immediately inform the seizing bailiff, the receiver or the liquidator of the rights (of ownership) of Cane International. The Client is responsible towards Cane International for a seizure of a delivered item being lifted immediately.

10 Complaints

10.1 The Client will inspect the delivered items as soon as they have been made available. The Client will inspect both the quantity and the quality of the items. During this inspection/check, if the Client observes one or several faults, in the broadest sense of the word, then the Client must report them to Cane International in writing and in detail immediately and in no event later than within 14 days of receipt. The time of receipt shall be the point in time when Cane International has provided the items to the Client or to the transporter of the items.

10.2 Faults that could not reasonably be observed within the term stated in the first paragraph of this article must be reported to Cane International in writing immediately upon observation, but in no event later than within 30 calendar days of delivery.

10.3 After finding any fault, the Client must immediately cease the use, handling, processing and/or installation of the item in question and make every reasonable effort to prevent (further) damage.

10.4 The Client will cooperate fully with any investigation of the complaint. If the Client does not cooperate or if investigation is not (or no longer) possible for other reasons, the complaint will not be dealt with and the Client will not have a claim in that regard. The Client cannot derive any rights from the fact that a complaint is dealt with.

10.5 The Client may not return items before Cane International has agreed to their return. Only if a claim is made in good time, correctly and with good reason will the reasonable costs of returning an item be borne by Cane International.

10.6 Violation of the duty of inspection, reporting and/or cooperation referred to in the paragraphs of this article will cause the expiry of every right or defence of the Client (including repair, replacement, damages) in relation to the fault.

11 Warranty

11.1 The warranty period for the items delivered by Cane International will be two months after delivery, unless agreed otherwise. During this warranty period, Cane International will in principle provide free repairs within a reasonable period for faults that, as demonstrated by the Client, are the result of the use of inadequate materials, a flawed finish or inadequate construction on the part of Cane International. The Client will allow Cane International to repair a possible fault at all times.

11.2 The warranty only applies if the Client has acted in accordance with the duty of inspection, reporting and/or cooperation and has met all of its obligations to Cane International (both financial and otherwise, and under whatever Agreement), or has provided adequate security that these obligations will be met.

11.3 If, in the reasonable opinion of Cane International, repair is not possible, will take too long or will incur disproportionately high costs, Cane International has the right to replace the faulty items free of charge with other, similar, but not necessarily identical, items. The repaired or alternative item will be covered by the remainder of the warranty period of the item repaired or replaced by Cane International. All replaced parts become the property of Cane International, unless Cane International (ad hoc or not) indicates otherwise. The replaced parts are returned to Cane International at its request. The warranty obligation will expire if the material or manufacturing faults are entirely or partially the result of circumstances that are not within the risks run by Cane International, such as:

- (i) incorrect, careless or improper use by the Client;
- (ii) external causes such as fire or water damage;
- (iii) if the Client makes changes to the items or parts provided by Cane International in the context of the warranty or maintenance, without the permission of Cane International, or has another party make changes on its behalf. Cane International will not refuse such permission on unreasonable grounds.

11.4 The alleged failure by Cane International to meet warranty requirements will not relieve the Client of its obligations pursuant to the agreement.

11.5 All activities, materials provided and other costs of repair outside the context of this warranty will be charged by Cane International in accordance with its usual rates. If, for example, a complaint proves unfounded, then the costs of the investigation of the complaint will be borne by the Client.