

## GENERAL TERMS OF DELIVERY AND PAYMENT

Spelling and typographical errors in documents to be acceptable, unless they materially affect quantity or value of product shipped.

Delivery conditions :

- Delivery conditions are stipulated in the sales contract.
- In case of transport insurance / CIF, buyer is obliged to collect all cargo from the agreed place of delivery to buyer's final destination with utmost care and protection against environmental conditions that may harm the quality of the product.
- Especially export packed materials are to be protected against rainfall during such transport.

Payment conditions:

- Latest at due date, the agreed amount is to be wired to sellers account - stating order and invoice number.
- No discount is to be granted for early payment unless otherwise agreed upon between buyer and seller.
- The wire transfer is to be processed with bank charges "as shared".
- Any disputed delivery (regardless on volume or quality) or pending claim does not affect the due date of payment.
- Seller has the right to issue additional interest notes at 12% per annum for late or partial late payment by buyer.

Procedure on claims on quantity or quality :

- Should any shortage in quantity or visual defects be detected in the goods delivered (this is including delivery of export packed / wrapped material), the buyer has the right to raise a claim within 14 days from the date of delivery of the goods.
- The date of delivery shall be considered the date when discharge of the goods in the port of destination is completed.
- Any claim on every individual delivery, where the expected damage is over us\$500,00 in total, the buyer must instruct the nearest Lloyds or SGS agent to do the survey and an immediate report of first findings is to be sent to seller. This to be done latest 30 days from date of delivery in writing via email.
- Seller must confirm receipt of first finding of claim within 45 days from date of delivery to buyer.
- Survey report is regarded as final and undisputable.
- Costs of survey is payable by seller.
- None of the disputed delivery is to be sold or processed by buyer until a final agreement of settlement is achieved between buyer and seller.

Title to the goods is retained by seller until full receipt of funds.

Insurance: transport insurance to be covered by the seller, for sellers account unless otherwise agreed upon.

This agreement is subject to Dutch law.