

General delivery and payment conditions of Molco B.V.

Article 1: Applicability

1.1 These general conditions apply to all offers of Molco B.V. (hereafter referred to as Molco) as well as on agreements on sales or the provision of services. Differing conditions are only part of the agreement if these are previously explicitly agreed on in writing.

1.2 On all offers and agreements from Molco are only these general conditions of application, regardless of a (previous) reference from the client to his own or other general conditions. Molco is deemed to not have this accepted.

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Article 2: Offers

2.1 All offers from Molco are without obligation.

2.2 All by Molco provided images, drawings, catalogue, cross lists, references, diagrams, technical descriptions, and other data and/or documents are drawn as accurately as possible by Molco, but are not binding nor to be seen as any warranty, unless previously agreed upon. The information provided in these documents regarding the appearance or state of goods is only meant to give a general presentation of matters.

2.3 An agreement is deemed to have been reached at the time the agreement is confirmed by writing, or when Molco starts with the execution of the agreement.

2.4 Molco has the right to, if the offer for the supply of products or providing services has not lead to an agreement, charge any costs they had to make for these offers to the costumers.

2.5 By purchasing at Molco you are automatically added to our fax and e-mail base, only for marketing reasons. If you do not want this, please let us know in writing.

Article 3: Prices

3.1 *The prices of Molco apply for the in the order confirmation named services or size of the order.*

3.2 All prices are exclusive VAT and in Euro terms.

3.3 Molco is entitled to calculate any cost-push factors, which also means increased cost and prices of materials, labour costs, taxes, transport costs, and changes in currency fluctuations arising after making an offer, respectively, after the conclusion of the agreement, to the customer. Molco will notify the client as soon as possible.

3.4 If there is an increase of more than 10% within six months after the conclusion of the agreement, the client has the right to terminate the agreement. If the client wants to terminate the agreement, the client must notify Molco within eight days after receiving the communication about the price increase in the form of a written notification. Not notifying Molco will result in maintaining the agreement with the increased prices.

Article 4: Delivery

4.1 Stated delivery times are the best estimation by Molco, but cannot be regarded as deadlines, unless expressly stipulated otherwise. When late delivery Molco is not in default, not the less the client first has to make a written notice of default.

4.2 Delivery of products is freight paid, including insurance, to the agreed place of destination, unless otherwise agreed. On all deliveries are the ICC Incoterms 1990 of appliance.

4.3 Unless otherwise agreed, Molco is entitled to deliver each working day between 08.00 and 17.00 hours.

4.4 The client shall take all reasonable steps to minimize delays between the time of notification of arrival at the delivery address and the time of the discharging/receiving of the deliverables can be started. If a delivery date/time has been agreed that waiting will never be more than fifteen minutes.

4.5 Delivery of the order is completed when the delivery is delivered at the customer designated

place/address or when placed over the threshold of the warehouse at the designated place/address. If the delivery of the order is allowed in several deliveries, Molco then is entitled to charge the costs of the deliveries to the customer.

Article 5: Retention

5.1 The Client has the right to resell the goods, but only as part of its normal business, provided that:

A. these goods are supplied in the original, unaltered packaging and

B. client agrees with his customer, if the sale is commercial, a chain clause that the obligations specified under sub a. will also be completed in any further resale and delivery.

5.2 Molco maintains full ownership of all Molco products delivered to the customer until customer claims of Molco under these or similar agreements are fully satisfied, until the client has fulfilled the performed or to be performed actions under these or similar agreements, or until the principal claims of Molco due to a breach in the fulfilment of such obligations, including claims relating to penalties, interest, and costs are fulfilled.

5.3 Client is, as long as he has not complied with the claims mentioned in the Article 5.1, not authorized to alienate or establish a right of pledge or possessory pledge on the by Molco delivered goods and states that client will declare that third parties are not authorized to establish any right of pledge.

5.4 In addition to in Article 5.2 mentioned ownership retention, client commits itself to, on the first request of Molco,

5.5 Without prejudice to the rights of another under Molco has irrevocably Molco by client is entitled to, if not strictly comply with its payment, without notice or judicial intervention by the Molco delivered products that this article under retention of title, to get back to the client. (NB: 5.4 owned since deleted, see 3:38, 7:9 and 3:93 paragraph 2 paragraph 3)

Article 6: Payments

6.1 All payments must be made without discount within 10 days after the invoice date, unless explicitly stipulated otherwise. Payment terms can be regarded as deadlines. Molco is entitled to write off payments on old, outstanding receivables.

6.2 If the payment by client is not completed timely or fully, client owes Molco an interest of 1% per calendar month or the legitimate interest if this is higher, starting at the expiration date. A part of a month is considered as a full month for the calculation of this interest.

6.3 Molco is authorized to settle amounts still indebted by the client with amounts that Molco, or different businesses that belong to the same concern, are indebted by the client, or different businesses that belong to the same concern.

6.4 In the case of late, no, or partial fulfilment of the agreement, the client is indebted all judicial and extrajudicial. This includes all costs for collection of claims of Molco, including costs of notice, cost of collection agencies, bailiffs and cost of legal assistance, bankruptcy, and court costs. If the total legal costs are higher than any condemnation proceedings, the customer also due to multiple Molco. The extrajudicial costs will be at least 15% of the amount of the arrears payment.

Article 7: Liability

7.1 Molco is, based on a deficiency attributable, solely liable for those damages that typical and foreseeable consequence of the breach. Hereto is not to count: sales and/or profits, consequential loss, direct or indirect damage to the client-side, and damage to third parties.

Article 8: Complaints / Warranty

8.1 Minor in trade deemed acceptable or technically unavoidable deviations in quality, design,

colour or finish, can not constitute grounds for complaint.

8.2 The Client should check immediately upon delivery for externally visible damage and/or omissions and should provide a delivery sheet. If a fault has been found, this has to be noted on the delivery sheet.

8.3 The client shall immediately upon delivery and / or execution and receipt of the product verify if the delivery and / or performance corresponds with the requested order. If a fault has been found, client has to inform Molco in writing, latest on the next working day.

8.4 For visible or otherwise observable defects and / or defects in products which only the removal of the packaging may prove, the client should inform Molco in writing the day following on the day of delivery.

8.5 Molco should always be given the opportunity to repair the product and / or deliver a similar product. If any problems arise during or after installation of a product, client should always contact Molco first on the settlement of the reclamation. If a client decides not to contact Molco, and the client has used replacement parts without the confirmation of Molco, then all claims are disposed.

8.6 Should Molco from leniency proceed to pay further damages, the standard calculated amount for man-hours is € 30 per hour. The amount of hours calculated by the client for his work to replace the parts, will be calculated according to the times set out in the Eurotax Schwacke Liste. Molco at all times has the right to delay payment until further research results by its suppliers are available.

8.7 Any replacement parts from third parties with the consent of Molco will be reimbursed for the purchase value of the third parties.

8.8 If after delivery products and / or its composition are modified and / or wholly or partially damaged, every right on reclamation is disposed

8.9 If goods arrive fully or partly damaged at the place of delivery, or have been lost during or before transportation, the client has the right to claim improved or additional delivery of products. Molco then is obliged to deliver the additional or improved products as soon as possible.

8.10 Client shall not by virtue of loss or damage to goods incurred during transport, nor for transportation by the resulting delay in delivery, assert other or more right than specified in this article.

8.11 Complaints not give the client the right to suspend payment.

8.12 Molco grants the same customer warranty, with respect to duration and conditions, as its manufacturers / suppliers provide, without additional guarantee on the part of Molco.

8.13 Notwithstanding the warranty provisions, Molco expressly excludes any further liability to client for all damages, for whatever reason may arise, including all direct and indirect damage, such as revenue profits, consequential damages and / or consequential loss, except liability for damage caused by intent or gross negligence of Molco or its employees.

8.14 If and when Molco is liable in any way, for whatever reason whatsoever, such liability is always limited to the value of what Molco supplied with the understanding that Molco is solely liable for the maximum amount for which they are insured.

8.15 Attention please: we only cover, like our suppliers, at maximum a tariff of 40 Euros per hour (see point 8.6 of our sales conditions) for the mounting time, calculated with the Eurotax Schwacke list, and the parts are covered based on the purchase price. For all claims above 500 euros, the rule is that you cannot repair the vehicles concerned before somebody of the claim department of DEKRA (or another control organisation) visited you, to judge the claim.

Article 9: Force majeure

9.1 In case of force majeure or exceptional circumstances, which Molco considers as a circumstance on which Molco has no control and which halts or makes impossible the delivery or performance, such as a business failure, a failure of energy supply or material supplies, transportation delays, strikes and/or on-time delivery by its suppliers, Molco is released from its obligations under the contract and Molco has the right to implement the agreement within a reasonable amount of time, or, when fulfilment is impossible, Molco is allowed to dissolve the agreement wholly or partially, with no to obligation to pay any compensation.

9.2 Client is in case of force majeure or exceptional circumstances not entitled to dissolve the agreement / or to claim damages.

Article 10: Return shipments

10.1 Received goods may only be returned with a written consent of Molco. The cost of the return shipment will then be at the expense of Molco. If the client, with the application of Article 8 of the Agreement, dissolved the order in whole or in part, then he is, after a message to Molco, entitled to return the products.

Article 11: Bonuses

1.11 Bonuses are only due and payable if the client does not default to the full performance of any of its obligation, arising from this Agreement or amendments thereto.

Article 12: Suspension and dissolution

12.1 If client does not fulfil one or more of its obligations under an agreement either within the time limit or properly, Molco is entitled, without further notice or judicial intervention and without having the obligation to pay any compensation, to suspend the delivery of the products and / or the execution of the performance and / or the relevant agreement by giving written notice to the customer with immediate effect, without prejudice to other rights accruing Molco.

12.2 Molco may, in addition to other accruing rights, dissolve the agreement with the client at any time without further notice or judicial intervention and without liability for damages to the client by means of a written notice to the customer with immediate effect, if client is unable to meet its outstanding debt or chooses not to pay its claimable debt, becomes insolvent, if the customer has requested bankruptcy, if suspension of payment is requested or if the customer ceases its business and / or attachment, or the company is seized which is not lifted within 30 days after the date of seizure

Article 13: Modification or addition of terms

13.1 Molco always has the right to modify these terms and/or supplement them. For existing contracts, the terms, clauses, and provisions are in appliance that were in force on the day of the agreement.

Article 14: Applicable law

14.1 On all agreements with Molco the Dutch law is of order, unless otherwise is agreed in writing.

14.2 If a dispute under the legal rules is the responsibility of a District Court, the District Court has exclusive location of Molco jurisdiction to hear the dispute, this without prejudice to the right of Molco to the competent law-court choosing.