

GENERAL TERMS & CONDITIONS

- 1 General**
 - 1.1 Unless explicitly agreed otherwise in writing, these terms and conditions apply to every offer, sales and/or delivery contract between 4Moulding and its customer, as well as to the resulting legal relationships. Deviations from these general Terms & Conditions can only be made in writing.
 - 1.2 General terms and conditions of customer are only applicable if and as far as they are not in conflict with the following terms and conditions.
- 2 Proposals/Agreements**
 - 2.1 An agreement is reached when 4Moulding sends a written confirmation of the order or assignment of customer.
 - 2.2 Models shown or provided are only meant as an indication, without the obligation to match the product.
 - 2.3 All offers are without obligation.
 - 2.4 All amounts mentioned in an offer and/or order confirmation are exclusive of VAT and in Euros, unless otherwise agreed in writing.
 - 2.5 If customer provides 4Moulding with data, drawings etc., 4Moulding may assume these to be correct and will base its offer on them.
- 3 Price**
 - 3.1 4Moulding is entitled to increase the agreed price in the interim, if and when unforeseen cost price increasing circumstances arise after the agreement has been entered into, or after the offer has been sent.
 - 3.2 Prices does not include travel and accommodation expenses and all other expenses and advances.
- 4 Intellectual property**
 - 4.1 All models, plans, documents and tools made or adapted by 4Moulding and the technical information and "know-how" related to them will remain its property, even when costs are charged or improvements are made after the sale whether or not at the request of customer. They may not, without written permission of 4Moulding, be copied in whole or in part, other than for internal use by customer, nor shown to third parties, made available or otherwise disclosed to them, nor used or made available other than for the purpose for which they were provided by 4Moulding.
 - 4.2 Customer will indemnify 4Moulding for infringements of intellectual property rights of third parties.
- 5 Manufacture and permitted deviations**

The permitted deviations for weight, performance and mass are, for the specified type of supplies, the deviations normally permitted according to commercial practice.
- 6 Delivery**
 - 6.1 Delivery takes place unpackaged ex works.
 - 6.2 The agreed delivery times are indicative and not firm deadlines. 4Moulding accepts no liability for exceeding delivery times.
 - 6.3 The risk of total or partial loss or destruction of the goods shall pass to customer at the time and place of delivery as stipulated in the first paragraph.
 - 6.4 4Moulding is entitled to perform in parts.
- 7 Packaging**

4Moulding reserves the right to charge for the costs of packaging. Packaging will not be taken back under any circumstances. Customer is responsible for proper disposal of packaging supplied by 4Moulding.
- 8 Transport and carrier - observation**

If 4Moulding delivers "carriage paid" or has otherwise made itself responsible for the transport of the goods to customer, customer will always proceed to a careful examination of the goods at their arrival. In case of discovery of visible damage or defects, customer must complain in writing to 4Moulding within 48 hours.
- 9 Retention of title**
 - 9.1 After delivery, 4Moulding remains owner of the delivered goods as long as customer: fails or will fail to comply with its obligations under this agreement or any other agreements entered into; does not pay or will not pay for the delivered goods or goods yet to be delivered; has not paid claims arising from non-compliance with the above agreements, such as damages, penalties, interest and costs.
 - 9.2 Until the moment of transfer of ownership, the customer is obliged to exercise the greatest possible care with regard to the goods.
 - 9.3 Customer is required to insure the goods against all possible risks that these goods may be subject to as of their delivery.
 - 9.4 As long as the goods are subject to retention of title, customer is not authorized to dispose of them, in whole or in part, or to encumber them beyond the scope of its normal business operations.
 - 9.5 In case of seizure or any other interference by third parties, customer is obliged to warn 4Moulding immediately.
 - 9.6 If 4Moulding cannot invoke its retention of title because the delivered goods have been mixed, distorted or copied customer is obliged to pledge the newly formed goods to 4Moulding.
 - 9.7 After 4Moulding has invoked its retention of title it may retrieve the delivered items. Customer will allow 4Moulding to enter the place where these items are located.
 - 9.8 In all cases when 4Moulding will have to invoke its retention of title, 4Moulding will be entitled to use all or part of the advance payments received from customer as payment for goods delivered by 4Moulding.
- 10 Terms of payment**
 - 10.1 For a first order/assignment, payment must be made in advance. For existing customers, the payment term is: payment within 30 days after (partial) invoice date. In consultation, different payment conditions are negotiable which must be recorded in advance. These are: 30 days, 60 days + 2% surcharge, 60 days end of month + 3% surcharge. The payment obligation of the customer is not suspended by reclamation while the customer is not discharged from his payment obligation.
 - 10.2 For training courses: payment of the entire invoice before the start of the training course.
 - 10.3 Irrespective of the agreed payment conditions customer is obliged at the request of 4Moulding to provide what 4Moulding deems sufficient security for payment. If customer does not comply with this within the set period he will be immediately in default. 4Moulding will then be entitled to re-scind the agreement and recover its damages from customer.
 - 10.4 The right of customer to set off its claims against 4Moulding is explicitly excluded, unless customer becomes bankrupt. The full claim for payment shall be immediately due and payable if:
 - a. A payment term has been exceeded
 - b. Customer is bankrupt, or has been granted a moratorium
 - c. Customer, as a company, is dissolved or liquidated
 - d. Customer, as a natural person, is placed under guardianship or dies
 - 10.5 Penalty interest: in business transactions, the customer will owe penalty interest from thirty days after the invoice is received. If the invoice has already been sent before 4Moulding has delivered the goods, a period of 30 days after receipt of the goods applies. In case of late payment, the penalty interest will take effect by operation of law without a reminder/notice of default being required.
 - 10.6 The penalty interest rate shall be 7% plus the interest rate of the European Central Bank. When calculating interest, part of a month is considered a whole month.
 - 10.7 For transactions with consumers, the statutory interest rate set by the Dutch government shall apply. For the purposes of calculating interest, part of a month shall be deemed to be a whole month.
 - 10.8 If payment has not been made within the agreed period, customer is liable to pay 4Moulding all extrajudicial collection costs. These costs are calculated as follows:

over the first € 3.000	15 %
over the excess to € 6.000	10 %
over the excess to € 15.000	8 %
over the excess to € 60.000	5 %
over the excess from € 60.000	3 %
 - 10.9 If the actual extrajudicial costs exceed the above calculation, the actual costs incurred will be due by customer.
 - 10.10 If 4Moulding is found to be in the right in legal proceedings, all costs incurred by him in connection with these proceedings will be for the account of customer.
- 11 Dissolution**
 - 11.1 If customer does not, not adequately or not timely comply with any obligation, which may flow from the agreement, as well as in case of bankruptcy, suspension of payment or placement of customer in receivership or closing down or liquidation of its business, 4Moulding is entitled, at its option, without any obligation to pay damages and without prejudice to the further rights of customer, to rescind the agreement wholly or partly or to postpone (further) execution of the agreement. In such cases 4Moulding is also entitled to claim immediate payment of the amounts due to it.
 - 11.2 All this is without prejudice to the other rights of 4Moulding, including the right to compensation for damages suffered by the annulment.
 - 11.3 In the event of dissolution as referred to in the first paragraph 4Moulding will never be obliged to compensate customer for any damage.
 - 11.4 If customer, even after notice of default, prevents proper performance by 4Moulding, 4Moulding will be entitled to rescind the agreement.
 - 11.5 Circumstances that may constitute force majeure for 4Moulding are in any case: behaviour, except for intention or gross negligence, of persons of whom 4Moulding makes use when executing the agreement; unsuitability of goods of which 4Moulding makes use when executing the agreement; strikes, lock-out, illness, ban on import and/or transit, transport problems, non-fulfilment of the obligation by suppliers, disturbances in the production, natural and/or war and/or threat of war.
 - 11.6 Also, in case of dissolution by mutual consent, 4Moulding retains its right to compensation for damages suffered this dissolution.
- 12 Complaints**
 - 12.1 Customer is obliged to examine the delivered goods upon delivery in order to determine whether they comply with the agreement.
 - 12.2 Complaints must be made in writing and as soon as possible, but at the latest within 48 hours after delivery or, in the case of non-visible defects, within 48 hours after the defects could reasonably have been discovered.
 - 12.3 Claims and defences, based on facts that would justify the assertion that the delivered goods does not comply with the agreement, lapse one year after delivery.
 - 12.4 If the delivered items do not comply with the agreement, 4Moulding is only obliged at its discretion to deliver what is missing, repair the delivered items or replace the delivered items.
- 13 Warranty**
 - 13.1 The term of guarantee will be agreed upon in writing between customer and 4Moulding.
 - 13.2 For equipment the statutory warranty period applies or as much longer as agreed in writing between customer and 4Moulding.
 - 13.3 No warranty is given on (machine) parts subject to wear and tear.
 - 13.4 Any defects shall be reported by customer to 4Moulding within 14 days after its appearance, specifying the nature of the defect and the circumstances under which it arose. 4Moulding will then choose whether to repair or replace the defective items. This without any further obligation to pay compensation.

Claims of customer on warranty will lapse if:

 - peak of ordinary wear and tear of the material;
 - there are defects, causes by affairs or negligence of others than 4Moulding;
 - the operating instructions and/or maintenance instructions have not or insufficiently been followed;
 - peak of repair attempts by customer that have not first been approved in writing by 4Moulding;
 - the material has been damaged as a result of taking other tests and trials than the normal research activities that are customary according to the rules of the trade, before use;
 - 13.6 - items or parts thereof replaced under warranty or as a result of repair order will thereby become the property of 4Moulding.
- 14 Liability**
 - 14.1 a. 4Moulding accepts no liability for consequential or product damage suffered by customer in connection with goods or services supplied by or through 4Moulding. Nor does 4Moulding accept liability for any damage for which the customer is held liable by third parties.
b. 4Moulding is not liable for damage of any kind caused by 4Moulding having relied on incorrect and/or incomplete data provided by or on behalf of the customer.
c. 4Moulding is furthermore not liable for damage in the form of loss of turnover or reduced goodwill in the business or profession of customer.
d. Liability of 4Moulding is in all cases limited to the original purchase price of goods, or to the original price of the services performed, or to the amount covered by 4Moulding's liability insurance and paid out in the case concerned. If, in connection with the execution of an order or otherwise, damage is caused to goods or persons for which 4Moulding is liable, such liability shall be limited to the amount paid out under the applicable insurance policy in the case concerned.
 - 14.2
 - 14.3
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- 15 Advices**

Customer cannot derive any rights from advice given by 4Moulding which does not relate to the order given.
- 16 Impracticability of the other**
 - 16.1 4Moulding is entitled to postpone the agreed work if it is temporarily prevented from fulfilling its obligations by circumstances beyond its control or of which it was not or could not be aware at the time the agreement was made.
 - 16.2 If performance becomes permanently impossible, the contract may be dissolved in respect of that part which has not yet been performed. Neither party shall in that case be entitled to compensation for damage suffered as a result of the dissolution.
- 17 Changes in the order**
 - 17.1 If the scope of the order given to 4Moulding changes after the conclusion of the agreement concerned for any reason whatsoever, 4Moulding is entitled to charge customer for any additional work.
 - 17.2 Additional work also occurs if the information provided by customer does not correspond to reality.
- 18 Applicable law and choice of forum**
 - 18.1 All offers, orders and agreements of 4Moulding are governed by Dutch law.
 - 18.2 Disputes between 4Moulding and customer will be submitted to the competent Dutch court.