

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

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Ridder Climate Screens B.V.
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The Netherlands

Article 1: General

- 1.1 These terms and conditions are applicable to each and every (legal) act of Ridder Climate Screens B.V., hereinafter referred to as: 'RCS', with regard to the delivery of goods by RCS and/or the provision of services by RCS to a buyer, to the extent that the parties do not expressly deviate from these terms and conditions in writing. Oral arrangements exclusively have binding effect between the parties to the extent that afterwards RCS has confirmed the same in writing.
- 1.2 In case of a discrepancy between the Dutch version of these terms and conditions and a version in a foreign language, the Dutch version shall prevail.

Article 2: Conclusion of agreement

- 2.1 Any and all oral and written offers of RCS are subject to contract and revocable.
- 2.2 Information about the products to be delivered, as follows from models, samples, examples, catalogues, prospectuses, circular letters, advertisements, and pricelists, is exclusively made available for information purposes. The said information does not have binding effect on RCS.
- 2.3 An agreement with the buyer must be concluded in writing, unless permitted otherwise by RCS. In the latter instance the delivery note / invoice is deemed to correctly reflect the content of the relevant delivery. Beforehand the buyer declares to agree with the content of the said delivery note / invoice.

Article 3: Delivery

- 3.1 To the extent not stipulated otherwise in writing, the delivery takes place ex works, the Netherlands, as from which moment the products are at the risk of the buyer. All stipulated delivery conditions are applicable in conformity with the ICC Incoterms 2010.

Article 4: Title and security

- 4.1 The title of the products delivered by RCS remains vested in RCS until the buyer has complied with all obligations – in the broadest sense of the word – in connection with any and all agreements concluded with RCS. The said obligations also include obligations / considerations deriving from non-compliance by the buyer with agreements concluded with RCS.
- 4.2 Products delivered by RCS that pursuant to paragraph 1 fall under the reservation of title can only be resold or processed within the framework of the normal business operations.
- 4.3 If the buyer does not comply with its obligations or if there is justified fear that the buyer shall not do so then RCS shall be authorised to remove the products that are subject to the reservation of title from the buyer. As the occasion arises the buyer hereby already gives RCS consent to in connection therewith enter the location where the products are located at any time and any moment.

Article 5: Prices and payment

- 5.1 Any and all prices in offers of RCS and in agreements are based on the delivery conditions as intended in article 3 and are exclusive of VAT, shipment, transport, and potential (other) official duties and taxes.
- 5.2 If not stipulated otherwise between the parties in writing payment of any and all invoices of RCS must take place without any deduction, suspension or setoff within 30 days after the date of the invoice to a bank account designated by RCS. The currency date indicated on bank statements of RCS is decisive and is therefore qualified as the date of payment. Bank charges are at the expense of the buyer.
- 5.3 If the creditworthiness of the buyer does, within reason, give cause to this then RCS may at all times desire further security, failing which RCS can suspend the implementation of the agreement.
- 5.4 Payments effectuated by the buyer are always first applied to any and all payable interest and costs and then to due and payable invoices that have been outstanding the longest, even if the buyer indicates that the payment is related to a later invoice.
- 5.5 In addition the buyer is held to compensate RCS for any and all financial losses incurred and to be incurred by RCS due to late payment. Costs in connection with (extra)judicial collection costs are set at 15% of the total amount payable by the buyer. If the legal expenses of RCS exceed the fixed amount in case of proceedings then the buyer is liable to compensate costs up to the said higher amount.

Article 6: Complaints and warranty

- 6.1 In consideration of the provisions set forth below, RCS warrants vis-à-vis the buyer that the products delivered by the same:
 - a) upon delivery are free from apparent and latent defects, for instance as a result of material or manufacturing faults;
 - b) upon delivery correspond with the agreement in terms of type, quantity, dimensions and/or weight;
 - c) do not become unusable as a result of deterioration due to ultraviolet radiation of which, to the extent that it regards products delivered for outdoor application, there shall only be question when the relevant products have lost more than 60% of their original strength in both directions according to ISO 5081;
 - d) do not shrink more than 3% compared to the delivered dimensions of the products (in connection with potential shrinking RCS recommends to order at least 1.5% additional products);
 - e) upon delivery are suitable for professional use in greenhouses, horticulture and garden centres and for the purpose for which the relevant products were manufactured. With regard to products not manufactured by RCS or by affiliated companies RCS only provides the warranty that RCS received from its suppliers and RCS shall not be subject to any other (warranty) obligations vis-à-vis the buyer than the (warranty) obligations that the suppliers of RCS provide to RCS with regard to these products. In addition RCS does not provide warranties with regard to the effectiveness of the products delivered by the same to exclude insects inside or outside an area. Each and every liability of RCS in connection therewith is excluded.

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- 6.2 The buyer shall not be able to rely on the warranties as intended in article 6.1 if:
- it regards minor, commercially acceptable or technically unavoidable differences in quality, colour, finish, dimensions, and weight;
 - (to the extent that it regards products delivered for indoor application) the relevant products were not installed behind glass, plastic of comparable cover that fully or partly let through ultraviolet radiation but avoid the products from being subject to weather conditions (rain, hail, snow, wind, and the like);
 - a defect is the result of force majeure on the part of RCS;
 - a defect is the result of actions of third parties for which RCS is not statutorily liable;
 - the delivered products were not installed or maintained (correctly) in conformity with the instructions of RCS or were installed with systems or parts that were not qualified as suitable for that purpose by RCS;
 - a defect is the result of products or chemicals in areas where the relevant product was installed;
 - a defect is the result of injudicious use by the buyer or its customers or is the result of use by the buyer or its customers in breach of the instructions provided by RCS;
 - a defect has a mechanical cause and the remaining strength of the relevant product still exceeds 40% of its original strength;
 - the delivered products are not suitable for the use proposed by the buyer or its customers and that use does not correspond with the use as intended in article 6.1 under (e);
 - the buyer failed vis-à-vis RCS to comply with an obligation deriving from the agreement.
- 6.3 Complaints and/or claims on account of defects and/or shortcomings must be communicated to RCS by the buyer in writing, stating the complete details with regard to the nature and the scope of the defects / shortcomings and upon submission of documentary evidence, at the latest within one month after delivery respectively within one month after the buyer has discovered or should within reason have discovered the same subject to forfeiture of the claims of the buyer. Each and every claim of the buyer on account of the warranties as intended in article 6.1 expires after five years have lapsed since delivery to the extent that it regards products manufactured by RCS or by affiliated companies that are meant for indoor application, after three years have lapsed since delivery to the extent that it regards products manufactured by RCS or by affiliated companies that are meant for outdoor application and after a year has lapsed since delivery to the extent that it regards products not manufactured by RCS or by affiliated companies, without RCS having received the notification as intended in this article.
- 6.4 If products delivered by RCS do not comply with the warranties as intended in article 6.1 then RCS shall exclusively be held, at its sole discretion, to either repair the relevant products or replace these by solid products at the prices that are applicable at the time that RCS accepts the complaint and/or claim of the buyer upon application of a discount that is proportional to the ratio between the period calculated as from the date when RCS accepts the complaint and/or claim up to the date when the warranty period for the relevant products comes to an end pursuant to article 6.3 and the total warranty period. Installation and removal costs are payable by the buyer.
- 6.5 The obligations by virtue of article 6.1 up to and including article 6.4 form the only obligations of RCS on account of a failure to comply with an agreement due to non-compliance of products delivered by RCS with the warranties as intended in article 6.1. The applicability of art. 7:17 Book of the Dutch Civil Code is expressly excluded.

Article 7: Liability

- 7.1 RCS shall by no means be liable for damages as a result of an imputable failure to comply with the agreement.
- 7.2 Should RCS be liable on account of an imputable failure to comply with the agreement then the total liability of RCS on account of an imputable failure to comply with the agreement shall be limited to compensation for direct damages up to the amount of the price stipulated for the relevant agreement (exclusive of VAT). If the agreement is basically a continuing performance agreement with a term of more than one year then the price stipulated for the agreement is set at the total of the fees (exclusive of VAT) stipulated for one year. Direct damages are exclusively understood as:
- reasonable costs that the buyer would need to incur to ensure that the performance of RCS complies with the agreement; these alternative damages are, however, not compensated if the agreement is dissolved by or at the request of the client;
 - reasonable costs incurred to determine the cause and the scope of the damages, to the extent that the determination is related to direct damages within the meaning of these terms and conditions;
 - reasonable costs incurred to avoid or limit damages, to the extent that the buyer demonstrates that these costs resulted in limitation of direct damages within the meaning of these terms and conditions.
- 7.3 Liability of RCS for indirect damages, consequential damages, crop damages, lost profit, lost savings, reduced goodwill, losses due to business interruptions, damages resulting from claims of customers of the buyer, and all other forms of damages on any account whatsoever, is excluded.
- 7.4 The restrictions as intended in the previous paragraphs of this article expire if and to the extent that the damages are the result of intent or gross negligence on the part of RCS.

Article 8: Force majeure

- 8.1 Shortcomings of RCS in the implementation of the agreement cannot be blamed on the same if they can be attributed to force majeure.
- 8.2 Force majeure is understood as each and every autonomous circumstance beyond control that, whether or not temporarily, hinders, either in full or in part, the compliance with the agreement. Force majeure is, in any case, understood as industrial actions, lock-outs, official measures, state of war and siege, threat of war, fire and other business interruptions, (natural) disasters, extreme weather conditions like hurricanes, storms, strokes of lightning, and the like, blockages, riots, terrorist actions or the consequences thereof, a lack of raw materials and/or manpower required for the delivery of the products, transport difficulties during the transport of the products, and problems during the electronic sending or receiving of messages and data. Force majeure as intended above at suppliers or other third parties that RCS relies on is also qualified as force majeure on the part of RCS.
- 8.3 The party who relies on force majeure must report this within 14 days after the occurrence thereof.
- 8.4 If RCS has already fully or partly complied with its obligations or can only partly comply with its obligations upon the occurrence of force majeure then RCS shall be entitled to invoice the already delivered or deliverable part separately and the buyer shall be held to pay this invoice as if it regards a separate agreement. This is, however, not applicable if the already delivered or deliverable part has no independent value.

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Article 9: Intellectual property rights

- 9.1 Unless stipulated otherwise in writing, RCS reserves the copyrights and any and all intellectual property rights in respect of the offers made by the same and designs, images, drawings, (test) models, software, etc. supplied by the same.
- 9.2 The rights in respect of the data as intended in paragraph 1 remain the property of RCS regardless of the fact whether costs were charged to the client for the manufacture thereof. These data cannot be copied, used or shown to third parties without prior express written consent of RCS. The client is liable to pay RCS a penalty of € 25,000.00 per breach of this provision. This penalty can be claimed in addition to statutory compensation.
- 9.3 The client must return the data supplied to the same as intended in paragraph 1 on demand within the period determined by RCS. In case of a breach of this provision the client is liable to pay RCS a penalty of € 1,000.00 per day. This penalty can be claimed in addition to statutory compensation.
- 9.4 RCS reserves any and all intellectual property rights with regard to the goods delivered by RCS. The client is not allowed to change the entire delivered good or a part thereof or to place a different brand name on the good, to use the relevant brand in a different manner or to register the same in its own name.

Article 10: Goods not taken receipt of

- 10.1 If goods have not been taken receipt of after the expiry of the delivery time they shall remain at the disposal of the client during a period of one month. Goods that have not been taken receipt of are stored at the expense and risk of the client. As the occasion arises the client shall also be liable to pay all additional costs, including in any case the storage costs. RCS is also entitled to dissolve the agreement without a notice of default and without judicial intervention without prejudice to its right to claim full compensation for incurred costs and/or damages (including potential deficit proceeds).
- 10.2 RCS can always rely on the authority of section 90 of Book 6 of the Dutch Civil Code.

Article 11: Cancellation

- 11.1 Cancellation of a contract by the client is basically not possible. If the client nonetheless cancels a contract in full or in part on account of any cause whatsoever then the client shall be held to compensate RCS for any and all costs incurred in view of the performance of the contract (including costs related to preparation, storage, and the like), without prejudice to the right of RCS to compensation for lost profit and other damages.

In addition the client is held to pay compensation for the costs and potential exchange rate differences resulting from the cancellation if RCS concluded an exchange rate agreement in connection with the contract with a bank or another third party.
- 11.2 In case of cancellation the client is, in any case, liable to pay cancellation costs. They amount to 25% of the principal sum with a minimum of € 25.00 plus VAT.
- 11.3 RCS is entitled to cancel a contract if at the time of delivery the client did not comply with its earlier payment obligations vis-à-vis RCS or vis-à-vis other creditors in a timely fashion. The client cannot derive any rights from these kinds of cancellations and the client shall never be able to hold RCS liable in connection therewith.

Article 12: Suspension and dissolution

- 12.1 If the client does not comply with its obligations deriving from the concluded agreement or does not comply with these obligations in a timely fashion, if there are grounds to fear that the client will not comply with its obligations in time or at all or if the client applies for suspension of payment, files a winding-up petition or dissolves its business then RCS is entitled to suspend or dissolve the relevant agreement without the necessity of a notice of default or judicial intervention and RCS is not held to pay any form of compensation.
- 12.2 Any claim of RCS with regard to a part of the agreement that has already been implemented or damages incurred as a result of suspension or dissolution, which is deemed to include lost profit, immediately falls due.

Article 13: Legal claims

- 13.1 Without prejudice to the provisions set forth in article 6.3 any and all legal claims of the buyer on account of an agreement subject to these terms and conditions expire, barring mandatory statutory provisions, after one year has lapsed since the occurrence of the claim.

Article 14: Applicable law, dispute resolution

- 14.1 Dutch law is applicable to each and every agreement between RCS and the buyer.
- 14.2 Any and all disputes deriving from or in connection with these terms and conditions or agreements subject to the same shall exclusively be settled through arbitration in conformity with the arbitration regulations of the Dutch Arbitration Institute. The arbitrage tribunal shall consist of 3 arbitrators who shall rule according to the rules of law. The arbitration proceedings shall be conducted in English. The place of arbitration shall be Amsterdam.
- 14.3 The applicability of the Vienna Sales Convention 1980 (CISG) is excluded.