

GENERAL TERMS AND CONDITIONS OF SALE

J.B. TUBES B.V.

with its registered office and principal place of business in Sliedrecht, The Netherlands

ARTICLE 1. APPLICABILITY

1. These general terms and conditions of sale apply to all offers, the acceptances thereof and agreements concluded with regard to the delivery of goods and / or services by J.B. Tubes - seller and user of these conditions - to buyer. These general terms and conditions of sale are considered fully accepted if the seller does not receive any comments within 5 working days after they are handed over.
2. AAll offers and quotations are valid for 14 days, unless the quotation states otherwise. An offer or quotation lapses if the product to which the offer or quotation relates, in the meantime has become unavailable.
3. The agreement is concluded as soon as the acceptance of the offer by the buyer has reached the seller.
4. If reservations or changes are made to the quotation in the acceptance, the agreement will only be concluded, contrary to the provisions of the previous paragraph, if the seller has notified the buyer that he agrees to these deviations from the quotation.
5. If the seller does not always demand strict compliance with these general terms and conditions of sale, this does not infer that these terms and conditions are not or no longer applicable, or that the seller would lose the right to require strict compliance with these terms and conditions in other cases.

ARTICLE 2. AMENDMENTS

1. Amendments to the purchase agreement and deviations from these general terms and conditions of sale will only be effective if they have been agreed in writing, by e-mail or verbally between the buyer and the seller.
2. If amendments lead to an increase or decrease of the costs, a resulting change in the purchase price must be agreed in writing or by e-mail between the parties.

ARTICLE 3. QUALITY AND DESCRIPTION

1. The seller undertakes to deliver to the buyer goods that:
 - a. are made of solid materials and are of solid construction;
 - b. are as similar as possible to any samples or models that may have been made available or provided by the seller, unless it is expressly stated that the delivery will be identical in all respects to the samples or models provided;
 - c. deliver the performances (capacity, etc.) as described in the quotation.
2. Contrary to the agreement, the seller is authorized to deliver goods that differ slightly in terms of model, execution or accompanying documentation and thus constitute an improvement, or if this is necessary to comply with legal requirements in this regard.
3. The seller guarantees that the design, composition and quality of the goods to be delivered on the basis of the order, comply in all respects with all applicable requirements set by laws and / or other governmental regulations in this regard, that are in force at the time of the conclusion of the agreement.
4. The provisions of paragraph 3 also apply to the normal use of the goods. The seller does not guarantee that the goods are suitable for the purpose for which the buyer wishes to use them, even if this purpose has been made known to the seller, unless the parties have agreed otherwise.
5. If items to be delivered in the Netherlands are used outside the Netherlands, the seller is not responsible for compliance with the technical requirements, standards and / or regulations set in laws and / or provisions of the country where the use will take place. This is only different if the use of the goods abroad was mentioned when the agreement was concluded, together with all necessary data and specifications, and the seller has entered into the agreement with due observance of those data and specifications.

ARTICLE 4. PACKAGING AND SHIPPING

1. The seller will properly package the goods (unless the nature of the goods dictates otherwise) and secure them in such a way that they reach their destination in good condition during normal transport. The seller is responsible for the usual goods transport insurance.
2. The goods will be delivered by the seller to or sent for delivery to the agreed place or places in the way as determined in the order or otherwise agreed.
3. Contrary to the provisions of paragraph 2 of this article, the seller and the buyer may agree that the buyer will collect the goods from the seller.

ARTICLE 5. STORAGE

1. If, for any reason whatsoever, the buyer is unable to receive the goods at the agreed time and these goods are ready for shipment, the seller will, if its storage options permit, keep the goods at the buyer's request and take all reasonable measures to prevent deterioration until they are delivered to the buyer.
2. The buyer is obligated to reimburse the seller for the storage costs according to the seller's usual rate and, in the absence thereof, according to a rate customary in the industry for storage costs, starting from the time that the goods are ready for shipment, or from the delivery date that was agreed the purchase agreement, if that moment in time is later.
3. The seller is only obliged to store if his options reasonably allow so and is never obliged to store for a period longer than one month from the originally intended delivery date.

ARTICLE 6. TRANSFER OF OWNERSHIP AND RISKS

1. Subject to the provisions of paragraphs 2 and 4 of this article, ownership of and risk for the goods will transfer to the buyer upon delivery.
2. As long as the buyer has not paid the full amount of the purchase price plus any additional costs or has not provided security for this, the seller retains the ownership of the goods. In that case, ownership passes to the buyer as soon as the buyer has fulfilled all his obligations towards the seller.
3. If there are reasonable doubts on the part of the seller about the buyer's creditworthiness, the seller is entitled to postpone the delivery of the goods pursuant to article 4, paragraphs 2 and 3, until the buyer has provided security for payment. The buyer is liable for the damage suffered by the seller as a result of this delayed delivery.
4. If, at the buyer's request, the seller postpones shipment and delivery in accordance with the provisions of Article 5, the goods will remain the property of the seller and remain at his risk until the goods have been delivered to the buyer and delivered at the time specified in article 4 paragraph 2.
5. The buyer undertakes to insure the goods that are delivered subject to retention of title against loss, fire, etc. In the event of any payment of the insurance, the seller is entitled to the obtained insurance proceeds.
6. The buyer gives the seller unconditional and irrevocable permission in advance to enter all those places where the seller's goods are located and to take back these goods when exercising the retention of title.

ARTICLE 7. TIME AND MOMENT OF DELIVERY

1. The seller will make every effort to deliver the goods at the moment agreed on in the order or immediately after the end of the delivery period specified in the order. The moment of delivery / delivery period is always approximate, unless explicitly agreed otherwise. If a delivery period has been agreed, this period will commence on the date on which the seller has confirmed the order. If no time of delivery has been agreed, the seller is entitled to deliver the goods within a reasonable period of time.
2. The moment of delivery is the moment when the purchased item comes under the control of the buyer.
3. The seller can offer the delivery in installments (partial deliveries) and invoice them separately.

ARTICLE 8. FORCE MAJEURE

1. The delivery period referred to in Article 7 is extended by the period during which the seller is prevented from fulfilling his obligations due to force majeure.
2. There is a case of force majeure on the part of the seller - in addition to what is understood in this regard in law and jurisprudence - if the seller is prevented from fulfilling his obligations under this agreement or from the preparation thereof after the conclusion of the purchase agreement as a result of acts of God, war (or danger of war), terrorism, fire, water damage, strike, occupation, epidemics, government measures, disruptions in energy supplies, import and export obstacles, and all (other) causes that arise through no fault or risk of the seller.
3. If the delivery is delayed by more than two months due to force majeure, both the seller and the buyer are entitled to consider the agreement as terminated. In that case the seller is only entitled to reimbursement of the costs it has incurred.
4. If the force majeure occurs, while the agreement has already been partially performed, the buyer, if the remaining delivery is delayed by more than two months due to force majeure, has the authority to either keep the already delivered part of the goods and pay the amount due for that, or to consider the agreement also for the part already performed as terminated, under the obligation to return that which had already been delivered to the seller at the expense and risk of the buyer, if the buyer can demonstrate that the already delivered the goods can no longer be used effectively by the buyer as a result of the non-delivery of the remaining goods.

ARTICLE 9. RESALE

1. In the event of resale, the buyer is obliged to cooperate in sales promoting, legally permitted measures that the seller takes and about which he will always inform the buyer in time.
2. The buyer is entitled to affix his own trademark on the packaging of the goods.
3. The buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the agreement that fall within the scope of EU sanctions legislation. The same rules apply to any other country that has embargoes or other sanctions against them.

ARTICLE 10. WARRANTIES AND LIABILITY

1. The seller is liable to the buyer - with due observance of the provisions of these general terms and conditions of sale - for damage to and by the goods insofar as they occur during the warranty period agreed between the seller and the buyer.
2. If no warranty period has been agreed between the seller and the buyer, a warranty period of 12 months applies.
3. The seller is not liable for damage that has arisen as a result of the use of incorrect and / or incomplete information provided by or on behalf of the buyer.

4. The seller's liability is limited to free repair of a defective good or to replacement of that good or part thereof, all this at the discretion of the seller.
 5. If repair or replacement of a defective good is not reasonable in the opinion of the seller, the liability of the seller is limited to the invoice value of the order, or at least to that part of the order to which the liability relates. However, the extent of this obligation to pay compensation will never exceed the amount paid out under the seller's insurance in the case in question.
 6. If the provisions of paragraphs 4 and 5 of this article in a particular case are unacceptable to the buyer by standards of reasonableness and fairness, the seller will compensate the buyer for direct damage. This only includes the reasonable costs to determine the cause and extent of the damage, any reasonable costs incurred to have the seller's defective performance conform to the agreement, insofar as these costs can be attributed to the seller, and reasonable costs incurred to prevent or limit the damage, insofar as the buyer demonstrates that these costs have led to limitation of the direct damage. The seller's liability for compensation under this paragraph is limited to the amount that is paid out under the seller's insurance in the relevant case.
 7. Liability for indirect or consequential damage is expressly excluded. The preceding sentence does not only include lost profit, lost savings and damage due to business interruption, but also damage that may be suffered by third parties. These forms of damage are excluded from liability.
 8. Any form of warranty lapses if the damage is the result of the fact that the buyer or a customer of the buyer uses the goods or has used the goods in violation of the instructions or the user manual, or otherwise makes or made a mistake during use, including improper use as well as willful misuse. Nor can the buyer claim under the warranty if the damage is the result of circumstances with which the seller was not aware and which the seller could not reasonably have taken into account.
 9. The buyer is obliged to report visible defects to the seller in writing or by e-mail within 7 days after delivery. Any other defects must be reported to the seller in writing or by e-mail no later than 14 days after discovery.
 10. The buyer must report as detailed as possible and offer the seller the opportunity to conduct an investigation. If a complaint turns out to be unfounded, the costs incurred by the seller as a result, including research costs, will be borne by the buyer.
 11. The buyer indemnifies the seller against any claims by third parties who suffer damage in connection with the performance of the agreement and the cause of which is attributable to someone other than the seller. If the seller is involved in legal proceedings in this regard, the associated costs will be recovered from the buyer.
 12. Timely reporting of defects does not suspend the buyer's payment obligation. The buyer remains obliged to purchase and pay for the goods.
3. Upon termination, reciprocal claims become immediately due and payable. The buyer is liable for the damage suffered by the seller, including loss of profit and transport costs.

ARTICLE 13. SERVICES

1. In the event the seller provides services to the buyer, such as carrying out measurements, the content of these general terms and conditions of sale, including the liability limitations as included in article 10, apply mutatis mutandis to these services as much as possible.

ARTICLE 14. APPLICABLE LAW AND DISPUTES

1. These general terms and conditions of sale and all agreements to which these terms and conditions apply are subject to Dutch law (the laws of The Netherlands).
2. In the case of international sales agreements, the Vienna Sales Convention also applies.
3. All disputes that may arise between the parties as a result of their agreement or of further agreements and other actions in connection with these general terms and conditions of sale will be settled exclusively by the court of the place of business of the user of these general terms and conditions of sale, unless mandatory jurisdiction rules stand in the way of this choice.
4. A dispute is deemed to exist as soon as one of the parties so declares.

ARTICLE 11. PRICE AND PAYMENT

1. The purchase price is determined in euros and includes the costs of packaging, transport, import duties, and delivery costs, unless otherwise agreed.
2. For shipments with an invoice value up to € 150, a surcharge of € 15 may be charged for administration and any additional shipping costs.
3. The buyer is obliged to pay the purchase price to the seller in the manner indicated within 30 days after the invoice date. The seller is entitled to invoice from the delivery date, or from the moment of storage as referred to in Article 5. If there is a call-off order, the seller is entitled to send the invoice from the moment the goods would be called, therefore also if the buyer does not collect the goods. If the goods of a call-off order are not called, Article 5 applies mutatis mutandis.
4. If the buyer has a claim against the seller, the buyer is not entitled to set off his payment obligation against it.
5. In the event of an increase in one or more cost price factors, the seller is entitled to increase the purchase price accordingly.
6. Objections to the amount of the invoice do not suspend the buyer's payment obligation.
7. If the buyer does not fulfill his payment obligations on time and also does not follow up on a notice of default with a term of one week, the buyer is in default and an interest of 1% per month is due until the moment of payment of the full amount due, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate is due. In such a case, the seller is also authorized to dissolve the agreement without judicial intervention. In that case, the buyer is liable for the damage suffered by the seller, including loss of profit, transport costs and the costs of the notice of default.
8. The seller may charge a 3% credit restriction surcharge. This additional payment must be deducted from the invoice amount within 14 days.
9. If the seller takes extrajudicial measures in the event of the buyer's default, all reasonable costs thereof will be borne by the buyer.
10. The buyer who makes use of his right to store as referred to in article 5, remains obliged to pay the purchase price at the time stated in paragraph 3 of this article.

ARTICLE 12. CANCELLATION AND TERMINATION

1. The buyer can cancel a concluded agreement if the seller has not already started the execution of the agreement. In this case, the seller will charge a cancellation fee of 15% of the order price. If the seller has already started to execute the agreement, the buyer is obliged to pay, in addition to the cancellation costs, costs incurred or, at the option of the seller, the entire invoice amount.
2. Without prejudice to the provisions of Article 11, the purchase agreement will be terminated without judicial intervention after a written statement from the seller at the time when the buyer is declared bankrupt, applies for a temporary suspension of payments or a request from the seller, in the event of a natural person, is granted by the court to declare the debt rescheduling scheme, administration of guardianship or otherwise loses jurisdiction over his assets or parts thereof.