



General conditions of sale, rental, delivery and payment conditions of MAV Techniek B.V.

Article 1 definitions

A. In these general terms and conditions MAV Techniek B.V. means: MAV Techniek B.V. based in Zwanenburg, the Netherlands, registered with the Chamber of Commerce under number 53583353.

B. In these general terms and conditions ' other party ' shall mean the natural or legal person on whose behalf on the basis of the following general terms of business are manufactured, rented or delivered, installed and/or services are provided by MAV Techniek B.V..

Article 2 applicability of these terms and conditions.

These terms and conditions apply to all offers of MAV Techniek E.g., contracts for the supply, and/or manufacture of goods and/or the provision of services, as well as on the supplies and deliveries, unless explicitly otherwise agreed with MAV Techniek B.V.. References by counterparts to their own terms are submitted by MAV Techniek B.V. not accepted.

Article 3 offers

A. all deals, regardless of whether it's on special offers, price lists, catalogues or in inventory of contents or otherwise have been done are-unless otherwise expressly agreed completely without

obligation.

B. all offers price lists, brochures and other information provided are as accurate may be specified. These are only binding if expressly confirmed in writing. MAV Techniek B.V. is under no obligation to provide detail data unless otherwise agreed in writing.

C. all agreements, whether or not by whether or not employed by MAV Techniek B.V. being intermediaries are mediated, come into being, after MAV Techniek B.V., or by a him expressly authorised, in writing or orally are attached, or have been carried out without prior order confirmation.

D. the written order confirmation is correct and deemed approved, unless within 4 days after sending by MAV Techniek B.V. written objections have been received.

E. If the counterparty expressly calls for the release of a quote but the command that is not forthcoming, then within 2 months the quote as far as usual-the costs that can-MAV Techniek B.V. had to make to provide its quotation.

Article 4 amendments to the agreement

A. If, after the contract has been provided, in its implementation still changes be required, they must be in writing and in a timely manner of MAV Techniek B.V. to be compromised. Those changes are specified, orally or by phone then the risk for the appropriate implementation of it borne by the other party.

B. MAV Techniek B.V. reserves the right on the basis of changes in the order, possibly a change in the price.

C. Changes in an already placed order made, may cause the agreed delivery time before the changes by MAV Techniek B.V. is exceeded.

Article 5 implementation of the agreement

A. MAV Techniek B.V. determines the way in which, according to him, the command should be carried out. He has a duty, at its request, the other party in advance on how to guide implementation is given, unless this is contrary to the contract.

B. MAV Techniek B.V. is entitled without the consent of the other party, the contract or parts thereof to or performed by third parties not employed with him, if this is in his view a good or efficiency-performance of the contract, unless this is contrary to the contract.

Article 6 information and other party medewerkingsplicht

(A) the other party makes sure that all data which MAV Techniek B.V. need reasonably considers appropriate to his running the specified command in the shape that you want get hold of MAV Techniek B.V.. Also provides the other party all necessary cooperation in the execution of the order.

B. MAV Techniek B.V. has the right to suspend the execution of the order until such time as the other party to the obligations laid down in the previous paragraph will have met.

C. other party is obliged to make good any damage caused by these delays MAV Techniek B.V. suffers.

Article 7 Prices

A. the prices of MAV Techniek B.V. are exclusive of turnover tax, import duties, other taxes, levies and duties, excluding the cost of packaging, loading and unloading, Assembly and dismantling, transport and insurance, unless otherwise agreed.

B. the prices of MAV Techniek B.V. are calculated for delivery ex company MAV Techniek B.V.. In the case of delivery elsewhere, on the request of the other party, are the expenses to be borne by the other party.

C. quotations shall only be made on the basis of the applicable at the time of conclusion of the contract prices.

D. If after conclusion of the contract, the prices of materials, raw materials or intermediate goods, wages, premiums of any kind, freights, taxes, exchange rates and/or other factors, that the price of the goods or services involved in the company undergo a change, MAV Technique B.V. shall be entitled to charge these changes accordingly to the other party.

E. If this price increase occurs within 3 months after the conclusion of the agreement in writing, for his part, the other party shall be entitled, provided that within 3 days after notification of the price increase to MAV Techniek B.V. to take back the provided command and communicated to suffice with reimbursement of already performed, on the basis of the applicable prices before the increase.

F. the provisions of (E) of this article shall not apply to price increases which MAV Techniek B.V. due to legal provisions, whether mandatory or competent.

Article 8 Delivery

A. the rented items are in good condition by the other party should be made available and in the same condition, subject to normal wear and tear, be fed back immediately at the end of the lease term given in the relevant rental agreement.

B. the other party is obliged to check the delivered goods immediately upon delivery for defects. Commercial post cannot be processed.

C. the other party must own the leased property business at MAV Techniek B.V. and after termination of the lease returning directly between the parties, unless explicitly written differently has corresponded.

D. If the rented items are delivered including spare parts parts replacement replacement parts, must be handed in. If this is not the case, the other party is obliged to reimburse the value of the replaced parts to MAV Techniek B.V.. If necessary, the value of the replaced part compensated with the deposit.

E. If MAV Techniek B.V. has covenanted with client required to deliver to the other party, the rented business will MAV Techniek B.V. strive to be as accurate as possible to keep to the agreed delivery date. Exceeding the delivery time can not be delayed do make claim to compensation for damages, unless the other party in writing has determined that there is a deadline, then this shall be clearly from the agreement.

F. from the time of isolation of business serving the other party happens and these at your own risk and expense.

G. When by MAV Techniek B.V. leased business, after to have been offered to the counterparty, this will not be accepted for reasons which are not for risk of MAV Techniek B.V., they stand during the agreed rental period. Cases are stored during aforementioned rental period for the account and risk of the counterparty.

Article 9 transport

A. the manner of transport, shipping, packaging etc. is, if no further indication is provided by the other party to MAV Techniek B.V., by MAV Techniek B.V. determined, without any liability for MAV Techniek B.V. carries.

B. any specific wishes of the customer on the transport/shipping are only carried out if the other party has declared the bear several costs.

Article 10 terms of use

A. disclose counterparty is obliged to:

- a. as well to watch and over the leased business solely for the purpose for which the case is intended to use in accordance with the operating instructions;
 - (b). No changes to the rented;
 - (c). MAV Techniek B.V. at any time to provide access to rented business;
 - (d). to reject claims from third parties on the leased and MAV Techniek B.V. in this respect to
- e. the rented business not subject to written permission to make available to third parties or to sublet to third parties.

B. other party is obliged to immediately warn the attachment of MAV Techniek B.V. movable and/or immovable property of the other party, or on the considered rented business, under the name of the beslagleggende's communication officer, administrator or receiver and requires them to forward the lease.

C. If the installation of the business carried out by us, the other party all support in place tools to make available free of charge. In any case, the other party for electricity of a sufficient voltage and power.

D. If the counterparty at the loading/unloading of the rented business using the labor of MAV Techniek B.V. and/or his employees are those who have been deemed helpful in this work to perform their services under the supervision and responsibility of the other party and the other party is also in this respect, in case of damage during unloading/loading against MAV Techniek B.V. be liable.

Article 11 guarantee

A. MAV Techniek B.V. is always entitled, before the work to begin or to continue and to deliver or deliver by going before with sufficient security for the fulfilment of payment obligations by the other party.

B. If not, or the required security on ongenoezame way, is shown or the legal status of the other party is changed, MAV Techniek B.V. the agreement without legal intervention, to cancel in whole or in part and to take back already delivered and not yet processed, without prejudice to the other rights to payment to MAV Techniek B.V. then of what is owed upon termination of the agreement due to deliveries made and work performed and costs incurred.

Article 12 security deposit

A. MAV Techniek B.V. can when signing the contract and/or in receiving of the leased goods by the other party claim to a security deposit is paid, the size as by MAV Techniek B.V..

B. no interest is paid On the deposit.

Article 13 Payment

A. unless otherwise agreed, payment in Dutch currency or euros as a form of payment in force either in cash or by transfer to a to MAV Techniek B.V. by MAV to designate Techniek B.V. bank or giro account at the supply of the business or immediately after the provision of services. Total or partial prepayment may be required in some cases. The value date indicated on our statements determines and is therefore classified as payment day. Payment in foreign currency and/or outside Netherlands, is at the risk of the other party.

B. when making purchases on account, which take place only after prior consent of MAV Techniek B.V., payment by MAV Techniek B.V. to have been received within 14 days after the invoice date unless otherwise agreed.

Article 14 Default of the other party

A. If the other party does not, not timely, not sound or only partly to its payment obligation or any other provision of the agreement, on his business seized, requests suspension of payments, or his bankruptcy is requested, he is deemed to be in default by operation of law and the total amount due without summons to MAV Techniek B.V. or notice-regardless of previously created term appointments

with regard to the payment-due and payable immediately.

(B) the amount referred to in subparagraph (A) shall be increased by default interest at 2% per month, calculated from the invoice date (a part of a month for a whole month was counting) about the gross invoice amount, up to the time of full payment.

C. in cases referred to in (A) has the right also the implementation of MAV Techniek B.V. ongoing agreement or any agreement with the other party to suspend in whole or in part, this at the discretion of MAV Techniek B.V., to dissolve without judicial intervention, this without any obligation on the part of MAV Techniek B.V. to compensation vis-à-vis the other party by the default, so far as this is justified by the circumstances, or.

D. when MAV Techniek B.V. forced unpaid invoice for collection is a outsource to third parties (lawyer, bailiff, debt collection agency, etc.) is MAV Technology B.V. shall be entitled to request compensation from the debtor due to by MAV Techniek B.V. costs incurred-of at least 15% of the gross invoice value (with a minimum of 120,-Euro)-this plus 12,-€)

E. If the counterparty is, for whatever reason, the rented goods to MAV Techniek B.V. back (to let) delivery directly after the rental term as in the rental agreement, the other party to determine a reasonably by MAV Techniek B.V. to pay compensation at least equal to the rental loss exceed replacement costs caused by or of the said lease term.

Article 15 right of retention

MAV Techniek B.V. is entitled to things that MAV Techniek B.V. has for the other party, and under him until payment of all costs that MAV Techniek B.V. has spent implementing commands of that other party, whether those contracts involve the aforementioned or other business of the client, unless the client has made a satisfactory security for those costs.

Article 16 reservation of title

A. all by MAV Techniek B.V. goods delivered or to be delivered remain the property of the other party as long as the invoice MAV Techniek B.V. in relation to the goods delivered, the invoices related to the additional work as well as any claims due to comply (including the due interest and extrajudicial costs) of the agreement has failed.

B. as long as the ownership of the goods delivered or to be delivered at MAV Techniek B.V. remains, as referred to in the provisions of subparagraph (A), the other party shall otherwise than in the

ordinary course of its business, is not entitled to dispose of or encumber the aforementioned business, rent, to pledge or under what denomination available to third parties.

C. in the event of violation of the provisions of (B) the other party will this to MAV Techniek B.V. a directly demandable fine due to the amount of 1 ½ times the net invoice value without prejudice to the right of MAV Techniek B.V. on additional damages.

D. In the case of an agreement of purchase and sale with a counterparty is it either held until the time of full payment the delivered goods against fire-and burglary damage, theft, embezzlement, claims by third parties and your own risk and for their own account to do ensure either appropriate towards us liability for the full damage to these matters that fall from above for MAV Techniek B.V..

E. unless explicitly agreed otherwise in writing, retains all ownership and copyright MAV Techniek B.V. regarding manufactured by him drawings, designs, descriptions, calculations, models and tools.

Article 17 force majeure

A. MAV Techniek B.V. is not liable for not or not timely implementation of, not right to MAV Techniek B.V. award notices, if that result from force majeure in the broadest sense of the word. Force majeure shall include: severe disruptions in the production process and otherwise, wars, riots, epidemics, natural disasters, fire and other disasters, transportation difficulties, strikes, lock-outs, measures by the public authorities, to the extent that these conditions have a direct impact on the proper implementation of the contract.

B. Once a circumstance referred to in (A) occurs, MAV Techniek B.V. do communication thereof to the other party.

C. If fulfilment by MAV Techniek B.V. temporarily impossible, it is entitled to suspend the execution of the agreement as long as until the circumstance that the force majeure does not occur.

D. If fulfilment by MAV Techniek B.V. is permanently impossible, the other party will be entitled to dissolve the agreement provided in writing within 8 days after receipt to MAV Techniek B.V. informed the Chair in writing.

Article 18 Damage and defects

A. upon termination of the lease, the leased property business, in the same condition in which they are provided, weather at the disposal of MAV Techniek B.V.. If it should appear that the rented business defective or damaged, MAV Techniek B.V. entitled repair-or, in the case of irreparable damage, replacement costs.

B. any damage and other party is obliged immediately to any defect to the rented MAV Techniek B.V. to report. Without the explicit consent of the other party may not proceed to repair Technique E.g. MAV.

C. changes and repairs of the rented will MAV Techniek B.V. in our own workshop to make or perform poorly. However, if this is to be done elsewhere will the additional cost, unless the warranty obligations of MAV Techniek B.V., be passed on to the client.

D. If the default or damage to the rented business through no fault of the other party has arisen, this right to replace the Affairs for the remainder of the agreement.

Article 19 Liability

A. unless provisions of imperative law concerning (product) liability, as well as compliance with the legal rules of public policy and good faith, is not liable for any compensation for MAV Techniek B.V.

damage, of any kind, direct or indirect, including, damage to movable or immovable property, business or to any person, at the other party.

B. in any event, the liability of MAV Techniek B.V. extends no further than to the amount for which the insured is or, if he has completed, any insurance to the amount for which an entrepreneur with a company like that of MAV Techniek B.V. to ensure commits itself.

C. MAV Techniek B.V. shall at all times have the right, if and as far as possible, to undo the damage of the other party.

D. other party must itself take into consideration any provisions applicable for obtaining user permits and/or different regulations outside Netherlands. MAV Techniek B.V. accepts no liability for the failure of the other party with regard to compliance with the legislation in force or provision or rules.

E. other party to third parties For damage caused directly or indirectly as a result of the use of the rented property could arise is MAV Techniek B.V. is not liable. Other party shall MAV Techniek B.V. against all claims of third parties in this respect.

Article 20 complaints

A. an other party who is not satisfied with the goods delivered by us or can work for 4 days after receipt of goods or completion of this work in writing a complaint. In case of non external observable defects the complaint within 14 days, but at all events within the warranty period, after this lack has revealed be submitted in writing.

B. If the complaint turns out to be will MAV Techniek B.V. chooses, then take care to replace the work carried out or for business or a refund of the paid funds minus the costs incurred.

C. returning the delivered can be processed only after the prior written consent of MAV Techniek B.V., under conditions to be determined by MAV Techniek B.V.

D. complaints concerning the invoice can be submitted in writing for 8 days after the invoice date.

E. in case of complaints about the type and amount of sold and/or leased property, binds the goods listed by contract list

F. in subparagraph (A) shall not apply where there is only a slight defect of what is agreed. In deciding whether a delivery outside the allowable limits. should be an average from the delivery; There can be no censure take place on some pieces or units.

Article 21 Insurance

A. unless explicitly agreed otherwise in writing, all insurable risks from the time of issue of the material from the closed stacks of MAV Techniek B.V. by the other party to be insured against replacement value at a solid society. In the relevant policy (s) serves as an insured under the policy MAV Techniek B.V. to be mentioned. Here under attack: fire damage, theft and/or break-through damage, transport damage, lightning/electricity-or moisture damage and the duty to possibly increase the liability of the other party policy to cover new price of the leased goods. All this should be done at the expense of the other party.

B. it does not adhere to the other party to the conditions imposed by the insurer under paragraph (A) with respect to the insurance, the insurer's pass to go to the refuse to pay the by MAV Techniek B.V. apply damage such as referred to under paragraph (A) or the omissions of closing of the said insurance could never lead to reduced liability to make good the damage to MAV Techniek B.V..

Article 22 Guaranteed

A. on the goods delivered by MAV Techniek B.V. shall only be guaranteed, such as that by the relevant manufacturer or supplier to MAV Techniek B.V. has been granted and to MAV Techniek B.V. is observed.

B. repairs and/or materials which may be eligible for warranty, including ancillary charges, such as drag, freight, accommodation and interest cost to be paid immediately. Refund is granted in case of acceptance of appointment by the manufacturer or supplier warranty up to a maximum of the amount, which is compensated by this to MAV Techniek B.V..

Article 23 Cancellation

Agreements may be cancelled to 96 hours prior to the booking period at no cost, with the exception of the contingent from the nature of the agreement necessarily by MAV Techniek B.V. incurred.. Up to 72 hours before the start of the accounting period become 25% of the contract amount in fees, up to 24 hours to 48 hours 50% and 75% of the contract amount. If less than 24 hours before the start of the fiscal period is cancelled, the total contract amount.

Article 24 Birthday

All legal values of other party subject to these terms and conditions by virtue of an agreement, subject to provisions of binding law, barred after the expiration of one year from the date that the work should have been completed or were completed.

Article 25 Disputes

A. all agreements, on which the conditions in whole or in part, is governed by Dutch law.

B. in the case of a dispute between the parties, under those agreements, which arise as a consequence and/or of these general terms and conditions, only the Dutch courts have jurisdiction.

C. as far as the trial of the aforementioned disputes belongs to the competence in the first instance court, these are exclusively by the competent court within the district in which MAV Techniek B.V. is located, are treated.