

GENERAL CONDITIONS OF SALE FOR DEALERS



Article 1: DEFINITIONS

1.1 Greenis-Europe LLP-Europe LLP, will be further referred to in these terms and conditions as “Greenis-Europe LLP”.

1.2 By “purchaser” in these terms and conditions is understood a client, buyer or anyone who enters into an agreement with Greenis-Europe LLP for the delivery of goods and/or the carrying out of work related activities.

Article 2: APPLICABILITY

2.1 These terms and conditions are applicable to all quotes and offers, as well as to all agreements for the sale and/or conducting of work-related activities made by Greenis-Europe LLP.

2.2 Deviations from these terms and conditions are valid only to the extent that such have been explicitly put into writing and agreed upon by the parties.

Article 3: QUOTES AND/OR OFFERS

3.1 All quotes and/or offers are not binding and a valid for a period of 30 days.

Article 4: PRICES

4.1 Unless it is otherwise agreed, the prices are based on the delivery “ex works” (in accordance with Incoterms 2000) and exclude BTW. “Ex works” indicates that Greenis-Europe LLP delivers from its warehouse; that means that it only makes the goods available to the purchaser and is not required to load them onto a vehicle. Transfer of risk takes place at the moment that Greenis-Europe LLP informs the purchaser that the goods are ready to be received. The Purchaser is obliged to pay the output costs.

Article 5: AGREEMENTS

5.1 Realization. The agreement for purchase of the products, or any parts thereof, and the agreement to carry out any work-related activities, are effected by the purchaser making an offer and Greenis-Europe LLP accepting this offer. If the offer occurs verbally and orally, then valid proof of the agreement shall consist of a written acceptance by Greenis-Europe LLP including a statement of the date.

5.2 Collateralization. Greenis-Europe LLP is always authorized, before the delivery or when proceeding with the delivery or effecting the agreement, to require what it considers sufficient security for the effecting of the payment obligations of the purchaser.

Article 6: CONDITIONS OF OWNERSHIP

6.1 All goods supplied to the purchaser remain property of Greenis-Europe LLP until the purchaser has completed all payments which the purchaser owes, before or during the supplying of goods according to the agreement, or the future supplying of goods, or during the carrying out of work related activities



according to such an agreement. The retention of title is also valid for anything Greenis-Europe LLP has to claim or will have the right to claim as obligations of earlier or later similar agreements with the purchaser. In addition, the retention of title is valid for the claims that Greenis-Europe LLP may obtain against the purchaser on account of the purchaser's failure to meet one or more of its obligations according to the agreement.

6.2 The purchaser shall keep the goods transferred under retention of title at all times in such a way that these remain individually identifiable as property belonging to Greenis-Europe LLP.

6.3 Greenis-Europe LLP shall be authorized at all times to take possession of all goods transferred under retention of title if the purchaser is in default with meeting any of the obligations owed to Greenis-Europe LLP. Upon our first request the purchaser will allow Greenis-Europe LLP access to all locations where the products supplied under retention of title have been stored.

6.4 The purchaser has the right to sell and transfer the goods, provided that this occurs within the context of ordinary operations.

Article 7: DELIVERY PERIOD

7.1 The delivery periods stated by Greenis-Europe LLP or any other periods shall never be considered as fixed deadlines unless otherwise is explicitly agreed upon in writing. In the case that Greenis-Europe LLP exceeds a not absolutely fixed term, whether this has been reported to the purchaser or not by Greenis-Europe LLP, Greenis-Europe LLP will be found to be in default, whereby Greenis-Europe LLP will be given a reasonable period of 30 days minimum as yet to carry out the obligations. In the event of exceeding this extended period of a not absolutely fixed term, the purchaser is only authorized to dissolve the agreement to the extent that no goods have been delivered or services carried out. Greenis-Europe LLP is however at no time liable for damages in consequence of delays.

7.2 Greenis-Europe LLP is allowed to carry out orders that have been placed divided into separate parts. If the orders are supplied in parts, Greenis-Europe LLP is authorized to invoice for each part separately.

Article 8: GUARANTY

8.1 Greenis-Europe LLP offers a guaranty of two years on all products it supplies with regard to material defects and/or manufacturing errors. The applicable provisions are also further described in the guaranty stipulations included with the equipment supplied. For the repairs conducted by Greenis-Europe LLP a guaranty of one year is valid on defects in material, manufacturing and/or repair. Greenis-Europe LLP will not be bound by statements by, or the operations of, third parties with regard to its guaranty regulations. Regarding a consumer purchase, these guaranty conditions are applicable without any reduction of rights or claims that the law assigns to the buyer.

8.2 This guaranty is not valid in the case that others than those appointed by Greenis-Europe LLP have conducted injudicious repairs, and/or modifications to the equipment, or if there is any question of abnormal and inexpert use.

8.3 Processing of claims with regard to the guaranty by consumer claim by consumers within the period of the factory guaranty are required to be presented to Greenis-Europe LLP and will be processed by Greenis-Europe LLP unless an arrangement has been made between the purchaser and Greenis-Europe LLP which results in the purchaser being allowed to process these claims with the approval of Greenis-Europe LLP.



8.4 Processing of claims arising from the provisions of consumer purchase claims (post guaranty) by consumers resulting from the legal regulations of the consumer purchase and submitted to the purchaser, must be presented to Greenis-Europe LLP. Greenis-Europe LLP is obligated to process these claims within a reasonable time.

8.5 Processing of these claims by third parties or by the purchaser him/herself without the approval of Greenis-Europe LLP cancels the guaranty on repairs by Greenis-Europe LLP and does not bind Greenis-Europe LLP in any way, unless Greenis-Europe LLP has been demonstrably in default or otherwise not capable of considering the claim according to the legal provisions. The purchaser who in such a case deals with the claim him/herself can, by operation of law, demand the costs thereof from Greenis-Europe LLP. These costs shall not exceed the norms of reliable commercial procedures. Greenis-Europe LLP and the purchaser may make a prior agreement that claims will be processed by or in the name of the purchaser.

Article 9: DELIVERY

9.1 Unless otherwise has been agreed, delivery will take place ex warehouse of Greenis-Europe LLP. The goods are placed under the risk of the purchaser from the moment that delivery “ex works” has been effected, as referred to in Article 4.1, even if the property title has not yet been transferred to the purchaser.

9.2 The purchaser is obligated to take into possession the goods and/or services on the delivery date communicated to him/her by Greenis-Europe LLP. The purchaser is obligated to take possession of the goods upon the first request issued by Greenis-Europe LLP.

9.3 If the purchaser refuses to receive the goods, or is negligent with providing information or instructions or in any way otherwise in extending the cooperation necessary for the delivery of goods and/or the services to be carried out, Greenis-Europe LLP is authorized, at the expense and at the risk of the purchaser, to take all the necessary measures in this regard (such as third-party storage), which Greenis-Europe LLP regards as desirable, without reduction of the right Greenis-Europe LLP has to claim the purchase price or obtain compensation, and/or to dissolve the agreement. The extra costs and any kind of damage which arises in this regard for Greenis-Europe LLP can be recovered from the purchaser.

Article 10: PAYMENT

10.1 Unless otherwise has been agreed, payment must be made without reduction or setting off of debts no later than 30 days after the invoice date.

10.2 When the payment period has been exceeded the purchaser is in default, without any formal demand for notification thereof, and from that moment the purchaser owes interest at the rate of 1.25% per month or portion thereof over the outstanding amount.

10.3 All costs for Greenis-Europe LLP, both judicial and extra-judicial, which includes costs of internal and external advisors, resulting from the purchaser not fulfilling any of the (payment) obligations, are for the account of the purchaser. The extra-judicial collection expenses are fixed at 15% of the principal amount with a minimum of €50.00, unless Greenis-Europe LLP can demonstrate that the actual costs are higher, in which case the actual costs shall be owed.



10.4 The payments made by the purchaser are used first for the payment of all interest and charges owed, and thereafter for due and payable invoices which are the most outstanding, even if the purchaser states that the payment is applicable to a later invoice.

Article 11: POSTPONEMENT

When an agreed upon payment period has been exceeded, Greenis-Europe LLP has the right to postpone further execution of all current agreements between Greenis-Europe LLP and the purchaser until complete payment has been made, and all claims Greenis-Europe LLP has against the purchaser are immediately and fully due.

Article 12: LIABILITY

12.1 For personal or commercial damages arising from the use or as a result of the supplied products, Greenis-Europe LLP cannot be held liable, except in the case that the purchaser can prove that there is a question of intentional or gross negligence on the side of Greenis-Europe LLP.

12.2 In no case shall the liability of Greenis-Europe LLP exceed the invoice amount excluding BTW in application to the products and/or services that form the subject of the conflict.

12.3 Greenis-Europe LLP-Europe LLP is not bound to pay compensation for loss of earnings or economic damages, under which must also be understood consequential damages, lost profit, lost savings, damage due to interruption of operations and/or other indirect damage.

12.4 Greenis-Europe LLP is not liable for any damages inflicted on the purchaser or third parties by its personnel and/or by third parties it has called in, in whatever capacity or for any cause whatsoever, except in the case that Greenis-Europe LLP can be held responsible for intentional or gross negligence.

12.5 Greenis-Europe LLP is not liable for damages, of any nature whatsoever, which have arisen or are caused by improper, careless or inexperienced use, or by use for other than the normal purposes of the products supplied by Greenis-Europe LLP.

Article 13: CONFLICTS

Dutch law is exclusively applicable to all agreements made with Greenis-Europe LLP. All conflicts shall in the first place be submitted to the authorized court in Den Bosch, unless Greenis-Europe LLP has a preference for the court of the jurisdiction where the operations or residence of the purchaser are located, or on the basis of compulsory legal provisions the court of a different location is authorized.

Someren, November 2015.