

GENERAL CONDITIONS



Article 1: GENERAL

1.1 In these terms and conditions the following is understood under: purchaser: any natural person or legal entity to whom Greenis-Europe LLP supplies products; Greenis-Europe LLP: as entered in the register of the Chamber of Commerce of Eindhoven under the number KvK 51585790; supply: supply, rent and/or provide in any other manner; product: commercial product and/or services.

1.2 These terms and conditions are applicable to all obligations and legal relations, however termed, on the basis of which Greenis-Europe LLP supplies one or more products, from the moment in which a purchaser requests an offer from Greenis-Europe LLP or in the case that Greenis-Europe LLP makes an offer whether requested or not.

1.3 Conditions that deviate may only be considered as provisions of the contract to the extent that these conditions have been explicitly agreed upon in writing.

1.4 In the case of a conflict with the stipulations of statutory or contract law of a non-coercive nature, these stipulations will prevail.

1.5 If any single stipulation of these general conditions becomes null and void, or is nullified, the remaining stipulations of these general conditions remain fully in effect, and Greenis-Europe LLP and the purchaser will enter into consultation in order to come to an agreement on new stipulations to replace the null and void and/or nullified stipulations, in which the aim and the purpose of the null and void and/or nullified stipulations will be taken into consideration.

1.6 These general conditions can be modified by Greenis-Europe LLP. The modifications come into effect four weeks after notice has been given or at a later date in the case the notification states this.

The modifications will also be come into effect with regard to already existing agreements.

Article 2: OFFERS

2.1 All offers made by Greenis-Europe LLP are without obligation and not binding unless it has been explicitly concluded otherwise in writing.

2.2 An order to supply products, wherein also is understood the acceptance of an offer, is required to be filed in writing.

2.3 Greenis-Europe LLP retains the right to refuse orders without stating reasons, to demand pre-payment or a form of security.

2.4 An agreement is effected by the written acceptance by Greenis-Europe LLP within 14 days after receipt of the order, or otherwise—in the absence of a written acceptance—by carrying out the order and delivery thereof.

2.5 All images, drawings, information regarding weight, dimensions, colours, etc., presented in advertising material and other notices, including offers made by Greenis-Europe LLP, are valid only by approximation.

2.6 Slight deviations from the actual cannot be held as reasons for dissolution of the contract, to the extent that they do not result in some other substantial action to be carried out by Greenis-Europe LLP.



2.7 Greenis-Europe LLP explicitly reserves the right to make changes and improvements with regard to the offer, which serve to enhance the application of technical developments.

2.8 Price lists, brochures, printed matter, etc., distributed by Greenis-Europe LLP are subject to change and are not valid as constituting an offer.

Article 3: DELIVERY

3.1 All the by Greenis-Europe LLP stated (delivery)periods are only approximate and are determined on the basis of information and circumstances which were made known to Greenis-Europe LLP when the agreement was entered into.

3.2 Stated (delivery)periods are not to be considered as deadlines. If a change in the information and/or circumstances, regardless of whether it was foreseeable or not, causes a delay, the date of delivery will be extended accordingly, without prejudice to that which is contained in the ensuing provisions of this document.

3.3 When a delivery is not made on time, the purchaser is required to declare in writing that Greenis-Europe is in default in this regard within 7 days, and give Greenis-Europe LLP a reasonable period to still proceed to carry out the delivery. In the case that after the elapse of this period the delivery has not yet taken place, then the purchaser is authorized to dissolve the agreement.

3.4 The exceeding of stated delivery periods by Greenis-Europe LLP, by any cause whatsoever, does in no way give the purchaser the right to compensation for damages or to neglect any of the obligations which he/she has undertaken in accordance with the agreement in question or any related agreement.

3.5 If it has been agreed that services and/or delivery will take place in stages, Greenis-Europe LLP is allowed to postpone the services and/or delivery of the subsequent stages until the purchaser has approved the completion of the preceding stage in writing and has satisfied all his/her (financial) obligations with regard to the partial delivery. In cases of partial delivery Greenis-Europe LLP is authorized to invoice the stages separately.

3.6 In the case that, after the delivery period has elapsed, goods have been made available to the purchaser but are not accepted by him/her, the goods will be put in storage at his/her expense and at his/her own risk. All transport, storage and other costs arising from the non-acceptance of the goods are held to be at the purchaser's expense.

3.7 Unless otherwise agreed in writing, deliveries will be made ex works Greenis-Europe LLP. From the moment of delivery all liability relating to loss, destruction, damages, etc., regardless of the cause thereof, are transferred to the purchaser. The location for delivery must be accessible in a normal way for the method of transportation in use by or on behalf of Greenis-Europe LLP. Delivery will take place at the first entrance.

3.8 Delivery is never conducted by Greenis-Europe LLP itself but by an assigned shipping company on behalf of Greenis-Europe LLP. Deliveries are sent at standard rates. The delivery is moreover not insured. At the request of the purchaser deliveries may be extra insured. When standard delivery to purchaser is made any damage due to transportation will not at any time be at the expense of Greenis-Europe LLP.

3.9 Deliveries to islands within the Benelux are a special case. In such a case extra charges will be applied. These extra charges may be requested.

Article 4: RETURN POLICY

4.1 When purchasing products the consumer has the possibility of cancelling the agreement without statement of reasons within a period of 14 days. This period of time commences the day after receipt of the product by or in the name of the consumer.

4.2 During this period the consumer will handle the product and its packaging with care. He/she will only unpack or use the product to the extent that it is necessary in order to decide if he/she wishes to keep the product. In the case that he/she makes use of the trial period, he/she will return the product to the



dealer with all the accompanying parts and accessories supplied with it and—if reasonably possible—in its original condition and packaging, in accordance with the reasonable and clear instructions given by the dealer. As consumer you are responsible for sending the product back. Any damage shall be subtracted from the refundable amount.

4.3 In the case that signs of use are perceptible, we will be required to sell this product as a demo-model; the difference in price between a demo and a new piece of equipment will be deducted from the amount to be credited.

4.4 In the case that the consumer makes use of his/her right of return, any costs incurred by sending the product will be for his/her own account.

4.5 In the case that the consumer has paid an amount, the dealer will pay back this amount as quickly as possible and no later than within 30 days of the shipment or return.

Article 5: PRICING

5.1 All prices and rates are standard in Euros and exclude delivery, assembly, information and advice, and/or other related actions on the part of Greenis-Europe LLP and exclusive of taxes that are charged in accordance with government requirements. Prices and rates include BTW, unless otherwise stated.

5.2 If after the offer or after an agreement has taken effect a modification occurs in the market or in the costs upon which the prices and rates are based, Greenis-Europe LLP is authorized to raise the price or rate accordingly, regardless of whether the modification was foreseeable by Greenis-Europe LLP or not at the time of closing of the agreement. Such a price increase does not in principle give the purchaser the right to dissolve the agreement.

5.3 The charge for couriers or costs for special transportation, especially extra clearance fees, import duties and/or packaging costs which deviate from the usual packaging, are not included in the price and are at the expense of the purchaser.

5.4 Discounts are considered in each case as offered for one time only. A previous discount does not oblige Greenis-Europe LLP in any way at all in a subsequent agreement.

5.5 With the publishing of new price lists all those previously published are no longer in effect.

Article 6: PAYMENT AND CLAIMS

6.1 Payment must be made upon delivery (in cash or electronically), or as indicated in the invoice, and in any case no later than 7 days after invoicing. The date on the bank statements of Greenis-Europe LLP when the payment is recorded as received will be considered as the day on which payment has occurred.

6.2 Unless explicitly agreed otherwise in writing, payment will be made without any set off and may not be suspended for any reason whatsoever.

6.3 All payments that the purchaser has made apply first of all to covering any interest owed and/or the costs related to recovery, and thereupon to fulfillment of the oldest outstanding invoices.

6.4 Claims regarding invoices must be submitted in writing within 5 business days after receipt of the invoice; claims must be submitted by registered mail. In the absence hereof the purchaser is regarded as having approved of the invoice. If such is the case, complaints will no longer be given consideration.

6.5 The purchaser is obliged to inspect the products immediately upon delivery for any defects. Any claims regarding the delivered products will only be taken into consideration by Greenis-Europe LLP if they are made known within five business days and sent by registered mail to Greenis-Europe LLP accompanied with an exact statement of the nature and basis of the defect and with reference to the number of the invoice or, in the absence thereof, of the shipping bill or order confirmation. Following the expiry of this period the purchaser is regarded as having approved the delivery.

6.6 Claims do not release the purchaser from his/her payment obligations.

6.7 Return shipments: If the purchaser, for any reason whatsoever, cancels the purchase, the purchaser must return the product unused, undamaged and in the original packaging within 8 days to the address



Greenis-Europe LLP. All costs incurred thereon are wholly at the expense of the purchaser. The supplier will deposit the amount of the order as stated on the invoice, but with the exclusion of the delivery charges paid by the purchaser, within 30 days after receipt of the product by the supplier to a bank/giro account number given by the purchaser.

6.8 If the invoice amount is not or not completely paid in full on the agreed upon date, or, in the absence thereof, within 7 days after the invoice date, the purchaser will be regarded by operation of law as being in default and Greenis-Europe LLP has the right, without any notice of default, to charge interest to the purchaser from the due date at the legal interest rate plus 5%, as well as on all of the judicial and extra-judicial costs related to the collection of the claim. All claims of Greenis-Europe LLP on the purchaser are from that moment immediately due and payable.

6.9 All costs of judicial and extra-judicial measures, with regard to deliveries, that Greenis-Europe LLP is required to take against the purchaser on account of the failure of the purchaser to meet his/her payment obligations are at the expense of the purchaser. The extra-judicial costs amount to 15% of the outstanding amount, with a minimum of [â] € 275.00 and are due and payable based on the fact alone that the purchaser has not satisfied his/her payment obligations.

6.10 If there is a firm basis to suppose that the purchaser will not meet his/her obligations arising out of the agreement on time, Greenis-Europe LLP is authorized to demand sufficient security for the satisfaction of the payment obligations of the purchaser, in the absence whereof Greenis-Europe LLP may defer the

execution of the agreement. The security to be arranged may consist of a partial or complete pre-payment, a reliable bank guarantee, or some other form of security to be set by Greenis-Europe LLP.

6.11 If it should happen that the purchaser comes into a state of bankruptcy; in suspension of payment; is put into receivership; or in the case that he/she should be subject to any form of seizure; or if he/she should be deceased; or enter into liquidation; or proceed and/or decide to suspend or transfer his/her business, or an important portion thereof, in which is included the contribution of his/her business in an already existing company or one to be set up; or proceed and/or decide to the alteration of set goals of his/her business or to dissolution; Greenis-Europe LLP can declare all or part of the agreement annulled by issuing a written statement to that effect to the purchaser, and/or by demanding from the purchaser any owed amount be paid immediately and in its entirety, and/or to declare conditions of ownership based on the provisions of article 7.

Article 7: GUARANTY AND RETURNS

7.1 Greenis-Europe LLP guarantees that the products it supplies are constructed from reliable material and with proper skilled professional expertise.

7.3 Greenis-Europe LLP does not supply any guaranty to the door, unless this is explicitly otherwise agreed upon.

7.3.1 In the case that a defect occurs within the stated guaranty period, it shall be at the discretion of Greenis-Europe LLP whether to proceed to repair, or to replacement of the defective product, or to crediting of the purchaser. If it is elected to proceed to repair, to be conducted by Greenis-Europe LLP, the purchaser incurs the costs for return delivery and pick up of the product.

7.3.2 When it has been arranged that Greenis-Europe LLP should send a replacement part by mail or courier, it is first required that the defective part be sent or brought in by the customer. These mail or courier costs are for the account of the purchaser.

7.4 Repair or replacement does not entail renewal and/or extension of the guaranty period.

7.5 Liability for delays, errors, or any damage (in any form whatsoever) caused by an unreliable product and/or repair carried out by Greenis-Europe LLP (or by its appointed repair service), are explicitly ruled out, to the extent that liability does not derive from legal stipulations of coercive law.



7.6 No claim may be made on the guaranty, nor on any other agreed upon guaranty provisions: if the product: has been used injudiciously or without proper care; it concerns a different defect than stated in Article 6.2 (for example, normal wear and tear); changes have been made or been the result of such repair by those other than Greenis-Europe LLP (or its appointed repair service); in the case of slight deviations in the desired features to the extent that for the value or the functioning of the product these are not important; and/or one or more makes and/or (serial)numbers of the product have been discontinued and/or modified.

7.7 Replacement parts, which are used for repair, may be new as well as overhauled parts. Parts that have been replaced due to repair become property of Greenis-Europe LLP.

7.8 The provisions of guaranty are not transferable and are only valid for products that have been supplied by Greenis-Europe LLP.

Article 8 CONDITIONS OF OWNERSHIP

8.1 Until the complete payment of the amount owed by the purchaser, Greenis-Europe LLP retains the ownership of all the goods it has supplied pursuant to the purchase agreement, as security for the payment of the total amount Greenis-Europe LLP is entitled to pursuant to the purchase agreement. Purchaser may not, as long as no total payment of the supplied products has taken place, sell, use to raise a loan, pawn or bring into any other kind of mortgage arrangement, nor rent or loan out the products supplied to him/her.

8.2 Greenis-Europe LLP is authorized at all times to put into effect its conditions of ownership on the products referred to in Article 7.1 of these terms and conditions and to take possession of these goods. In the case that Greenis-Europe LLP retakes possession of these goods, the purchaser is liable for the accompanying costs and charges. Furthermore, Greenis-Europe LLP has the right to recover any damage to the products from the purchaser.

8.3 The purchaser is bound, without abridgement of the foregoing, to carefully handle the supplied products as long as the total payment has not yet been made.

8.4 With regard to the supplied products of which the ownership resides with Greenis-Europe LLP, the purchaser is obliged to store them separately or otherwise to keep them separately and individually retrievable in storage.

8.5 Furthermore, the purchaser is obliged under the conditions of ownership to insure the supplied products and keep them insured against: damage due to fire, explosion, and water; and against theft; and to offer the insurance policy for inspection to Greenis-Europe LLP upon request.

Article 9: LIABILITY

9.1 Greenis-Europe LLP cannot be held liable for personal or property damage that arises from installation, from the use of, or as a result of the supplied products, except in the case that the purchaser can prove that there is some indication of intentional or gross negligence on the part of Greenis-Europe LLP. Where the purchaser is found to be legally in the right thereof, the maximum amount to be paid out is equivalent to the value of the invoice, to a maximum of €1500.00 (in words: fifteen-hundred euros).

9.2 Greenis-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.

9.3 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.

9.4 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.



9.5 Dutch law is applicable; an authorized court is one within whose area we are located.

Article 10: FORCE MAJEURE

- 10.1 If Greenis-Europe LLP cannot fulfill its obligations to the purchaser due to force majeure, the effecting of the obligations will be deferred for the duration of the situation caused by force majeure.
- 10.2 If the force majeure lasts for one month, both parties are authorized to dissolve the agreement all or in part, to the extent that this is justified by the situation of force majeure.
- 10.3 In the case of force majeure, the purchaser does not have the right to any compensation (for damages), not even if Greenis-Europe LLP may have any benefit as a result of the force majeure.

Article 11: OBLIGATIONS OF PURCHASER

- 11.1 The purchaser will make available all the necessary information for the realization of the business activities of Greenis-Europe LLP always in a timely manner, and be answerable for the accuracy and completeness thereof.
- 11.2 The purchaser will ensure that the products are used in accordance with the specifications and the supplied products are used in their proper applications.
- 11.3 If the necessary information or products for the realization of the agreement are not put at the disposal of Greenis-Europe LLP, or not offered in a timely manner, or not in accordance with the agreements, or if the purchaser in some other way does not fulfill his/her obligations, Greenis-Europe LLP is authorized to charge extra costs according to the usual rates of Greenis-Europe LLP.

Article 12: CONFLICTS

- 12.1 These general conditions are explicitly governed by Dutch law.
- 12.2 Conflicts between the parties will be submitted to the authorized court in Den Bosch. Greenis-europe is authorized to apply to the court having jurisdiction in the place of residence of the purchaser.

Article 13: FINAL PROVISIONS

- 13.1 In all cases that are not covered by the provisions contained in these stipulations, the decision resides with Greenis-Europe LLP.