

GENERAL TERMS

of H & S Speed Equipment V.O.F.,
with its office in Sevenum, Deckersgoedtweg 5.

Article 1: General

1. The following conditions apply to all activities of H & S Speed Equipment V.O.F. - hereinafter to be called H & S – on behalf of the customers as well as to any sale and supply of equipment by H & S.
2. Conditions from any purchase terms of the customer, as far as they are inconsistent with the conditions from these terms, do not apply to the contracts signed with H & S.

Article 2: Offers and Order confirmations

1. Unless stated otherwise, all offers are free of engagement. H & S is only bound by an offer after they accepted an order in writing, or if beginning of the execution has made clear that the order has been accepted.
2. Any inaccuracies in order confirmations or in other documents of H & S are to be made known in writing to H & S, and such within 8 days after the signing date of these documents.

Article 3: Delivery period

1. The delivery period is the time stated in the contract in which the delivery has to be made, or the activities to be carried out by H & S.
2. The delivery period starts as soon as H & S has got all data necessary for carrying out the order and payment, insofar as it has to be made upon order has been made, or if the customer has made a secure deposit to guarantee the fulfilment of his obligations.
3. Violation of the delivery period, caused by force majeure, gives no right to compensation to either party. Force majeure are all circumstances that in all fairness make impossible the fulfilment of the contract, such as war, riots, fire, delay or cancellation of the delivery of goods to H & S by third parties, nuclear reactions, export restrictions or other government measures.
4. In case of force majeure, H & S is obliged to inform the customer immediately, who upon that has the right to cancel the order in writing, however under the obligation to pay to H & S immediately for the finished part of the order, or for the goods delivered at that point.

Article 4: Payment

1. All contracts for the delivery of goods or the carrying out of activities are executed under the condition of payment upon delivery, or payment within 14 days after invoicing date, unless agreed otherwise in writing.
3. If the customer does not pay within the agreed period, because of that omission he is held to pay an interest of 1% per month or the legal trade interest, if this is higher, to be paid from the due date of the invoice.
3. Costs of redrafts or receipts, protests, judicial debt collection or other costs for non timely payment are for the customer, to which hereby the costs for debt collection are set to 15% of the outstanding invoice(s) of H & S.

Article 5: Reservation of ownership

1. Until full payment of the delivered goods, H & S remains the owner thereof; insofar these goods have not been redistributed to third parties.
2. Before payment customer is not allowed to pledge the goods to third parties or to transfer the ownership other than in accordance with their normal business. Upon violation the purchase price will mature on call.
3. If customer remains defaulting in receiving, or picking up the ordered en purchased goods within a month after H & S gave notice that the goods are at his disposition, H & S has the right to auction these goods in public and recover their claim from the auctions proceeds, without prejudice to H & S's right to hold the

customer responsible for reimbursement of any possible damages, as far as it exceeds the proceeds from the sale of the goods.

Article 6: Risk and Liability

1. H & S is not responsible for any damages, which the customer could suffer from or because of H & S's actions, unless H & S can be blamed for evil intention or intentional guilt.
2. The customer indemnifies H & S against any third-party claims for damages, which the latter could start against H & S based on any actions or the absence thereof of H & S or persons appointed by H & S for carrying out any order or meeting any obligation of delivery on behalf of the customer.
3. As soon as the goods are delivered to the customer, the customer is responsible for all risks and any possible damages, such as theft, fire, water damage, molestation or damaging, such without prejudice to the right of the customer to show that any of this is the consequence of a serious default from the side of H & S.
4. If H & S based on the previous paragraphs of this article should be responsible, the amount of damages H & S will pay never exceeds the amount that H & S received for activities and/or good delivered, at least for the part of the activities/deliveries concerning the claim for damages.
5. H & S is never responsible and liable for any damages by the customer or third parties, if these damages come from using the information given to H & S by or on behalf of the customer, or if these damages come from third-party activities. Furthermore, H & S is not responsible for damage if this comes from the use of materials dictated by the customer.

Article 7: Complaints and guarantee

1. Complaints on defaults in delivered goods and/or activities, should be made known to H & S in writing, and such within eight days after delivery date.
2. Complaints do not give customer the right to withhold payment.
3. The work delivered by H & S, as well as the quality of delivered materials are guaranteed in accordance with the so called manufacturing guarantee, unless agreed upon otherwise in writing. As long as customer has not completely fulfilled his obligations towards H & S based on the contract between parties, H & S is not held to replace materials or goods, or carrying out repair activities.
4. Fulfilment by H & S of their guarantee obligations is thought to be a sole and complete reimbursement of damages.

Article 8: Disputes

1. In the contracts as described in these terms, parties agree that they are subject to Dutch Law, regardless of the place of delivery and/or execution of activities. The provisions of the Vienna Convention on purchases do not apply.
2. At all times, H & S has the right, in such deviating from the normal rules of relative competence, to bring any disputes to a competent court in the place of business of H & S.