

Terms of delivery and settlement

Deposited at the Chamber of Commerce in Arnhem under number 71238.

General points:

These conditions form part of all our quotations and all our contracts.

This means that all general terms and conditions operated by the other party are expressly rejected. The 'other party' means anyone who buys goods from us or enters into any other form of contract with us.

Quotations and prices:

All our quotations are completely without engagement. When a quotation is accepted, we have a right to withdraw the offer for five working days after receipt of the acceptance.

The prices given in our quotations and price lists are only applicable to the kilos and/or other units stated.

If the period of time between receipt of the order and the delivery date is more than eight days, we reserve the right to change the agreed price in accordance with changes in the price of the produce concerned at the time of delivery to us. Whenever we make use of this right, the other party is entitled to cancel the contract by notifying us in writing.

Terms of settlement:

Payment should take place within 30 days after receiving the invoice; unless explicitly agreed upon otherwise in writing. After 30 days after the invoice date, the buyer is legally obligated, without proof of default, to pay a 2% monthly interest over the sum which is still due.

Mentioned prices are ex works Barneveld, unless agreed otherwise in writing.

Immediately after the goods are considered to have been delivered, the buyer carries the risk of all direct and indirect damage, which may arise to or by these goods for the buyer to third parties. DO-IT is not liable for damage, which may arise when DO-IT is not able to offer a replacement product in time for goods, which have been contaminated in any way.

Should buyer not or not timely meet any obligation which results for him from any agreement closed with us, or in case of bankruptcy, applying for moratorium of payment, closing down or liquidation of the buyer's company, he is considered to be legally in default, and DO-IT has the right, without any proof of default and without legal intervention, to suspend the execution of all running agreements between him and DO-IT, or to claim cash payments for this, even if agreed upon otherwise, or to completely or partially dissolve agreements at our choice, without DO-IT being held to any compensation or guarantee, while the rights further belonging to DO-IT remain in full force. In these cases, every claim, which DO-IT has or will have against the buyer, will be immediately and instantly demandable. DO-IT may furthermore immediately take back the goods in that case.

All costs, both judicial and extra judicial, which may arise for DO-IT when the buyer fails to meet any of his obligations resulting from the agreement and these terms, are entirely at the expense of the buyer.

DO-IT operates with a minimum order amount of € 1.000,- , under which DO-IT calculates € 22,50 administration costs.

Reclaiming:

Claims regarding the number of delivered goods will have to be made immediately after delivery, on punishment of forsaking every right. Except for proof to the contrary, the amounts stated on the waybills or other delivery notes will be considered as the correct ones by DO-IT. Other claims should in any case be received within four days after delivery, on punishment of forsaking all rights.

Restitution of goods:

Restitution of delivered goods can only take place with our explicit permission and according to the terms for this to be determined by DO-IT.

Guarantee and liability:

We guarantee the good quality of the goods we deliver in the sense that, if the other party returns any defective goods to us in time, we will either replace the defective goods or reimburse the price paid to the other party at our discretion.

Our liability for losses suffered by the other party is limited to loss that can be shown to be the direct consequence of a shortcoming that can be attributed to us. Any liability for consequential loss and loss of sales or profit is expressly ruled out.

Our liability to pay compensation is limited to the agreed price for the service to which the shortcoming attaches.

The following property conditions apply to all deliveries by DO-IT:

- DO-IT remain the owner of all goods supplied to the customer until such time payment has been received in full from the purchaser. The goods shall remain the property of DO-IT and the buyer shall store them so that they are readily identifiable as DO-IT 's goods, until such time as payment for them and for all other goods agreed to be sold to the company had been received in full. If the goods have been resold, DO-IT's beneficial entitlement shall be attached to the proceeds of the re-sale and will be able to claim the full purchase price of proceeds received. Where ownership of any goods remains vested in the Company. The company shall be entitled to repossess any goods supplied at any time. DO-IT may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. It is the sole responsibility of the purchaser to ensure that all goods received from the Company are fully insured against any eventually including, but not limited to, fire, theft, flooding, etc, until such time ownership of said goods has passed to the purchaser. Should goods become damaged in any way after they have been received by the purchaser, the purchaser will be liable to pay the Company the full purchase price of the goods.

Dutch law exclusively applies to our agreements. All disputes will be put before the authorised judge in the place of our office, unless DO-IT prefers the judge in the place of the buyer's place of business.

DO-IT is at liberty to change these terms; these changes can be considered binding 14 days after they have been made public by DO-IT.