

General Conditions

TERMS & CONDITIONS

JaJa Import and Export B.V. is located at Heusing 13 4817 ZB in Breda.

These terms and conditions were filed with the Chamber of Commerce and Factories for Western Brabant in Breda on 0-01-1996 under the number 3054

Article 1. Applicability of these conditions

The conditions apply to every offer and every agreement between JaJa Import and Export B.V. and a buyer on which JaJa Import and Export B.V. has declared these conditions applicable, insofar as the parties have not explicitly deviated from these conditions.

Article 2. Offers

The by JAJA Import and Export B.V. made offers are valid 30 days, unless it's indicated otherwise.

JaJa Import and Export B.V. is only bound to offers if the acceptance thereof is confirmed in writing by the buyer within 30 days. The prices stated in an offer are exclusive of VAT, unless it's stated otherwise.

Article 3. Delivery

1. Unless otherwise is agreed, delivery is made exfactory. If one of the 'Incoterms' has been agreed as the delivery condition, the Incoterms applicable at the time of the conclusion of the agreement will apply
2. The other party is obliged to take delivery of the purchased goods at the moment they are delivered to him or at the moment at which they are made available to him according to the agreement.

If the other party refuses the purchase or is negligent with the provision of information or instructions necessary for the delivery, the goods will be stored at the risk of the other party. In that case, the other party will pay all additional costs, including in any case storage costs, to owe.

Article 4. Delivery time

An agreed delivery time is not a deadline, unless expressly agreed otherwise. In the event of late delivery, the buyer must provide JaJa Import and Export B.V. therefore give notice of default in writing.

Article 5. Part deliveries

JaJa Import and Export is allowed to deliver sold goods in parts. This does not apply if a partial delivery does not have an independent value. If the goods are delivered in parts, JaJa Import and Export B.V. authorized to invoice each part separately.

Article 6. Technical requirements etc.

If the goods to be delivered in the Netherlands are to be used outside the Netherlands, JaJa Import and Export B.V. responsible for ensuring that the items to be delivered meet the technical requirements or standards set by laws or regulations of the country where the goods are to be used, if at the conclusion of the purchase of the use abroad is also mentioned.

Also all other technical requirements, which are set by the buyer to the goods to be delivered and which deviate from the normal requirements, must be explicitly reported by the buyer at the conclusion of the purchase agreement.

Article 7. Samples, models and examples

If by JaJa Import and Export B.V. a model, sample or example is shown or provided by way of indication: the qualities of the goods to be delivered may deviate from the sample, model for example, unless explicitly stated that would be delivered according to the sample, model of example shown or provided.

Article 8. Termination of the agreement

1. The claims of JaJa Import and Export B.V. the buyer is immediately due and payable in the following cases:
 - if, after the conclusion of the agreement, JaJa Import and Export B.V. circumstances, which JaJa Import and Export B.V. give good grounds to fear that the buyer will not. Fulfill his obligations;
 - if, JaJa Import and Export B.V. the buyer at the conclusion of the agreement has asked for security for the fulfillment and this security is not provided or is insufficient.

In the cases mentioned, JaJa Import and Export B.B. authorized to suspend the further execution of the agreement or to dissolved he agreement, all this without prejudice to the right of JaJa Import and Export B.V.

2. If circumstances arise with regard to persons and/or material of which JaJa Import and Export B.V. engages in the performance of the contract or commits to service, which are of such a nature that the execution of the agreement is impossible or is and/or becomes disproportionately expensive, that compliance with the agreement is reasonably and/or disproportionately expensive, that compliance with the agreement can no longer reasonably be required, is JaJa B.V. authorized to terminate the agreement.

Article 9. Warranty

1. JaJa Import and Export B.V. guarantees that the goods delivered by it are free from design and manufacturing

defects for a period of 3 months after delivery.

2. If the business shows a design, material or manufacturing defect, the buyer is entitled to repair the goods. The seller can choose to replace the case, if recovery encounters objections. The buyer is only entitled to the replacement if repair of the item is not possible.

3. The guarantee does not apply if damage is the result of injudicious use of the delivered goods by or on behalf of the buyer, or by another, or if the damage is result of defects, caused by outside forces.

Article 10. Retention of title

1. The by JaJa Import and Export B.V. goods delivered remain the property of JaJa B.V., until the buyer has all the following obligations from all the JaJa B.V. concluded purchase agreements:

- the consideration(s) with regard to the goods or items themselves delivered or to be delivered.
- the consideration(s) with regard to the purchase agreement(s) by JaJa B.V. services provided or to be provided.
- any claims for non-fulfillment by the buyer of (a) purchase agreement (s).

2. By JaJa Import and Export B.V. goods delivered that are subject to retention of title pursuant to paragraph 1 may only be sold on within the framework of a normal business execution. Incidentally, the buyer is not authorized to pledge the goods or establish any other right to this.

3. If the buyer does not fulfill his obligations or there is a well-founded fear that he this will not do, JaJa Import and Export B.V. entitled, delivered goods, on which the retention of title referred to in paragraph 1 rests, to remove or remove from the buyer or third parties who hold the goods for the user. The buyer is obliged to provide full cooperation to this end on pain of a penalty of 10% of the amount owed by him per day.

4. If third parties wish to establish or assert any right to the goods delivered under retention of title, the buyer is obliged to JaJa Import and Export B.V. as soon as reasonably possible to be informed.

5. The buyer undertakes at the first request of JaJa Import and Export B.V.:

- to insure the goods delivered subject to retention of title and keep them insured against fire, explosion and water damage and against theft and to make the policy of this insurance available for inspection;
- pledge all claims of the buyer to insurers with respect to the goods delivered subject to retention of title to JaJa Import & Export B.V. in the manner prescribed in art. 3: 239 civil code.
- the claims that the buyer obtains against his customers when reselling under retention of title by JaJa Import & Export B.V. goods delivered, to be pledged to JaJa Import & Export B.V. in the manner prescribed in art. 3: 239 civil code.

- to classify the goods delivered subject to retention of title as the property of JaJa Import & Export B.V.

- to cooperate in any other way with all reasonable measures taken by JaJa Import & Export B.V. for the protection of its right to property with regard to the goods and which do not unreasonably hinder the buyer in the normal course of its business.

Article 11. Defects; complaint terms

1. The buyer must inspect the goods purchased at delivery (or as soon as possible). In doing so, the other party must check whether the goods delivered comply with the agreement, namely.

- whether the right things have been delivered.
- whether the items delivered correspond to the agreed quantity (for example the number and quantity).
- whether the goods delivered meet the agreed quality requirements or – if these are lacking – the requirements that may be set for normal use and/or commercial purposes.

2. If visible defects or deficiencies are detected, the buyer must report this writing to JaJa Import & Export B.V. within 10 days of delivery.

3. The buyer must report non-visible defects to JaJa Import & Export B.V. within 3 days after discovery, but no later than 3 months after delivery.

4. Even if the other party complains in time, his obligation to pay and accept orders that have been made remains. Goods can only be submitted to JaJa Import and Export B.B. after prior written permission are returned.

Article 12. Price increase

If JaJa Import and Export B.V. agrees with the other party a certain price, JaJa Import and Export B.V.

nevertheless entitled to increase the price: JaJa Import and Export B.V. may charge the price at the time delivery in accordance with the price list applicable at that time.

If the price increase exceeds 20%, the buyer has the right to dissolved the agreement.

Article 13. Packaging

1. The buyer is obliged to return loaned packaging within 14 days empty and in undamaged condition. If the buyer does not fulfill his obligations with regard to packaging, all costs resulting from this are for his account. Such costs include the costs arising from late return shipping and costs of replacement, repair or cleaning.

2. If the buyer does not return loaned packaging after a reminder within the term specified therein, the seller shall be entitled to make a replacement and charge the costs thereof, provided that the seller has announced these steps in his reminder.

Article 14. Payment

1. Payment must be made within 30 days of the invoice date legal tender at the offices of JaJa Import and Export B.V. or by transfer to a by JaJa Import and Export B.V. to designate a giro or bank account. After the expiry of 30 days after the invoice date, the buyer is in default; from the moment of default, the buyer owes interest of 30% on an annual basis over the due and payable amount.
2. In case of liquidation, bankruptcy or suspension of payment of the buyer, the obligation of the buyer will be immediately due and payable.
3. Payment must be made without discount or setoff.
4. Payments made by the other party always serve first to settle all interest and costs owed and, secondly, to claimable invoices that have been outstanding the longest, even if the other party states that the payment relates to a later invoice.

Article 15. Credit restriction

JaJa Import and Export B.V. is entitled to charge a credit limitation surcharge of 2%, which is not due on payment within 8 days of the invoice date.

Article 16. Collection costs

1. If the buyer is in default or fails to comply with one or more of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the buyer. In any case, the buyer is due:
 - about the first 2,950.00 15%
 - over the multiple to 5,900.00 10%
 - over the multiple to 14,750.00 8%
 - over the multiple to 58,990.00 5%
 - over the multiple 3%

If JaJa Import and Export B.V. proves to have incurred higher costs, which were reasonably necessary, these are also eligible for reimbursement.

2. The buyer is liable to the seller for the legal costs incurred by the seller in all instances, unless these are unreasonably high. This only applies if the seller and the buyer conduct legal proceedings with regard to an agreement to which these general terms and condition apply and a court decision becomes final and the buyer is wholly or predominantly unsuccessful is being asked.

Article 17. Liability

JaJa Import and Export B.V. is only liable to the buyer in the following manner:

1. For damage as a result of defects in the delivered goods, only the liability as set out in article 9 (Guarantee) of these conditions applies.
2. JaJa Import and Export B.V. is liable if damage is caused by intent or gross negligence of JaJa Import and Export B.V. or its managerial subordinates.
3. Incidentally, the liability of JaJa Import and Export B.V. limited to the amount of the payment made by the insurance, insofar as this liability covered by insurance.
4. If the insurance in any case offers no cover or does not pay, the liability of JaJa Import and Export B.V. in respect of additional services limited to 3 times the invoice value.

Article 18. Force majeure

1. For majeure means any shortcoming in the fulfillment of the agreement by JaJa Import and Export B.V. as a result of a JaJa Import and Export B.V. not attributable cause, which also includes: lined the like qualified personnel; computer, fax, fax modem failures; failures in the supply of energy; and other similar causes both in the company of JaJa Import and Export B.V. as in the business of by JaJa Import and Export B.V. third parties engaged.
2. If, by force majeure, fulfillment of the obligation is temporarily impossible, the obligations of JaJa Import and Export B.V. suspended. If the period in which, by force majeure, fulfillment of the obligations by JaJa Import and Export B.V. is not possible, takes longer than two months, both parties are entitled to dissolved he agreement in writing without judicial intervention, without there being an obligation to pay compensation in that case.
3. If by force majeure fulfillment of the obligation is already permanently impossible or within the period referred to in the previous paragraph, both parties have the right to dissolved he agreement without judicial intervention with immediate effect in writing, without being in that case law exists on an obligation to pay compensation.
4. If JaJa Import and Export B.V. on the occurrence of the force majeure has already partially fulfilled its obligations, or can only partly fulfill its obligations, it is entitled to invoice the already performed or yet to be performed performance and the other party is obliged to pay this invoice to comply with, insofar as that part of the agreement has independent value.

Article 19. Dispute resolution

Contrary to the statutory rules for the jurisdiction of the civil court, any dispute between the buyer and the seller, if the District Court is competent, will be settled by the District Court in Breda. JaJa Import and Export B.V. remains authorized however to summon the applicable international convention competent judge.

Article 20. Applicable law

On every agreement between JaJa Import and Export B.V. and the buyer is governed by Dutch law.

Article 21. Change of conditions

JaJa Import and Export B.V. is authorized to make changes to the conditions. These changes take effect at the conditions. These changes take effect at the announced time of entry into force. JaJa Import and Export B.V. will send the changed conditions to the other party in time. If no time of action has been notified, changes to the counterparty will take effect as soon as the change has been communicated to him.

Drawn up and signed in Breda on 01-01-1996