

PAYMENT AND DELIVERY CONDITIONS OF JOBARCO B.V.

1. General

These conditions apply to all offers and agreements, and the resulting deliveries and services of any kind between client and Jobarco. Deviation of these conditions are obligatory, provided that and for as far as these have been agreed on in writing between both parties. General conditions of the client only apply to the agreement with Jobarco provided that and for as far as these explicitly have been agreed on in writing by Jobarco.

2. Tenders and order confirmation

Tenders by Jobarco remain fully noncommittal, so that the client cannot lay any claims here. If the client wants to make an order at Jobarco, preferably the client should do so in writing. In any case Jobarco is obliged to delivery after written order confirmation by Jobarco.

In regards to oral orders made by the client the order specification determines the specification on the letter of contents coming with the bill of lading.

Product descriptions and specifications, as well as the processing and use of the product can only become clear through catalogues supplied by Jobarco or any other written confirmation by Jobarco. The client can never lay any claims on oral announcements or advice given by Jobarco personnel or by third parties.

3. Delivery and transport

Goods delivery takes place from Jobarco warehouses only, either directly to the client or by handing over of the goods by Jobarco to the transport operator.

Goods transportation is at the account and risk of the client, also when it concerns prepaid delivery by a transport operator selected by Jobarco. Jobarco does split order deliveries. Split orders can be charged by separate invoices at Jobarco. For each split invoice the stated payment conditions apply. The full risk of the goods transfers to the client at the moment of delivery. Electricity cable and special cable delivery is done according to manufactured length. In regards to undersize or oversize up to 10% there is no ground for annulment of the agreement by the client. In cases of under- or oversize the client is charged for the actual delivered amount of length in meters.

Te reels that come with the cable delivery remain property of Jobarco. From the moment of delivery they also fall under the client's risk. The client will return the reels by prepaid delivery to Jobarco as soon as possible, at the latest six months after delivery.

Specification of delivery term or –date in a tender or order confirmation is only an indication of the delivery term, except for an explicit deviation declaration written by Jobarco. Exceeding of the named delivery term or –date never entitles the client to terminate or annul the agreement with Jobarco. Nor does Jobarco accept any liability for possible damage as a consequence of exceeding of a named delivery term or –date.

4. Warranty and advertising

All Jobarco goods are delivered under no other warranty than the one provided to Jobarco by the manufacturer. In cases where the client is entitled to warranty based on the above mentioned, the following conditions apply. Under no circumstances Jobarco is obliged to any other action than making available to the client the replacement good. The proof of the faults found by the client lie with the client, also in regards to the condition that there was a fault at time of delivery.

When it comes to visible exterior faults at the inspection of the goods, the client has to notify Jobarco of this within 8 days after the goods delivery, that under penalty of warranty expiration.

In regards to the faults that are not visible from the exterior and faults that were not visible at delivery when inspecting the goods, this has to be notified to Jobarco 8 days at the latest after this has become clear, that also under penalty of warranty expiration.

5. Liability

The provision of any good or service by Jobarco to the client can never give cause to any liability on behalf of Jobarco concerning damage of any kind of the client or third party's property, nor for any kind of profit loss, consequential-, or delay damage. The client safeguards Jobarco from possible claims by third parties, in connection with the delivered goods. Only in cases where the client can prove serious misconduct or negligence on Jobarco's behalf, Jobarco cannot appeal to the above named exclusion of the liability, if it indeed is the case that that liability is limited at all times to direct damage, excluding therefore profit loss, consequential-, or delay damage.

6. Circumstances beyond one's control, adjournment and annulment

In situations where Jobarco cannot live up to her obligation of delivery in time or at all as a consequence of circumstances beyond one's control, she will notify the client of this as soon as possible. Jobarco can then let the client decide, for as far as implementation of the agreement has become impossible through circumstances beyond one's control, or can only be implemented under aggravating circumstances, for the agreement to be terminated or annulled. In neither case Jobarco will have any obligation towards the client or any third parties to compensate for any possible damage suffered. Aside from the usual reasons for appeal in circumstances beyond one's control Jobarco in any case will also be able to appeal, though not exclusively, in case of problems on the manufacturer's side, the transport operator and her own organisation, hindering the delivery or making it impossible.

One sided annulment by the client is not possible once the order has been accepted by Jobarco.

7. Invoicing and Payment

Invoicing by Jobarco is done by date of delivery, or afterwards as soon as possible. Aside from invoicing for purchase price of delivered goods, there is invoicing for shipping costs, and also in case of an order under €50,- after tax, of an amount of small order costs of €12,50. Orders under €125,- after tax shipping costs €12,50. In case of price alterations these costs will be adjusted fittingly. All payments need to be made without any discount or set-off within 30 days after invoice date to Jobarco.

If payment has not been received by Jobarco within this period, the from then on valid interest rate will be calculated starting from the initial invoice date. If the client in spite of written summation fails to meet her payment obligations, Jobarco is allowed to pass the debt on to debt collection, in which case the client will be charged with the non-legal expenses in accordance with the tariffs of the Dutch Law Society.

8. Reservation of title

Jobarco retains title of all the goods delivered by her, if and for as far as in concern with the delivery of any of the goods the client makes incomplete payment or fails the make a payment at all to Jobarco, interest and costs included. In case the client after written summation still fails to fully meet payment demands, Jobarco is entitled to deem the agreement terminated, without legal intervention, and claim back the goods of which she has retained title from the client. Non-fulfilment by the client of any obligation of payment towards Jobarco, postpones the obligation of delivery of goods and services by Jobarco. At any time Jobarco can request a payment guarantee regarding future payment obligations, before proceeding with delivery.

9. Discounts

The client can never lay claim to any discount on agreed prices, unless Jobarco explicitly granted the discount for that particular transaction and has confirmed this with the client in writing.

10. Applicable law

Dutch law applies exclusively to all agreements made with Jobarco.

11. Court

All disputes that may arise because of or in relation to a tender, agreement, delivery or any other transaction between Jobarco and the client will exclusively be dealt with by the The Hague District Court, without prejudice to the legal definitions regarding the jurisdiction of the cantonal judge.