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**IMPORT – EXPORT CHRISTMAS ARTICLES**

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 CoC no. : Leeuwarden: 01062073 0000

## General conditions of sale and delivery

### art. 1: General

- 1.1 All quotations will be made subject to applicability of conditions of delivery and sale below, both with respect to quotation and its acceptance and with respect to any agreement realized.
- 1.2 The other party will be deemed to accept applicability of these conditions also with respect to later agreements entered into with Trading Company PEHA Sneek B.V.
- 1.3 Deviations from these conditions will apply only in as far accepted explicitly and in writing by Trading Company PEHA Sneek B.V. and will apply only to the agreement that they relate to.

### Art. 2: Quotations / Orders

- 2.1 Each offer or, as the case may be, quotation of Trading Company PEHA Sneek B.V. will be without engagement.
- 2.2 Orders awarded to (agents of) Trading Company PEHA Sneek B.V. will not be subject to unilateral cancellation by the other party.
- 2.3 The agreement will be in effect upon acceptance of the order by Trading Company PEHA Sneek B.V. When the other party has not received any message from Trading Company PEHA Sneek B.V. within eight days upon awarding of order, it will be deemed to have been tacitly accepted.

### art. 3: Entire agreement

- 3.1 The offer in writing of Trading Company PEHA Sneek B.V. or, as the case may be, a confirmation of order of Trading Company PEHA Sneek B.V. will be full evidence of the entire agreement, subject to counter-evidence to be supplied by the other party.
- 3.2 In the event of a quotation or delivery to sample, the sample will serve only to establish average quality. In the event of purchases to photograph or drawing, said quality will serve only to identify the item. Deliveries by Trading Company PEHA Sneek B.V. which on minor points prove to deviate from a demonstrated sample or illustration will completely satisfy the contracted obligation.

### Art. 4: Pricing

- 4.1 Unless explicitly agreed upon otherwise by parties, prices quoted will be exclusive of VAT.
- 4.2 Unless agreed upon otherwise, costs of delivery and delivery, which will include costs of transport, will not be included in the price.
- 4.3 Agreed upon prices will be based on price level of materials, transport costs, wages, insurance premiums, fiscal charges, import duties and other price determinant factors valid on the day the agreement comes into effect. Should, prior to delivery, any increase of price determinant factors listed in the preamble of this article occur, then Trading Company PEHA Sneek B.V. will be entitled to charge a proportionate increase of the price to the other party.

### art. 5: Delivery / Default.

- 5.1 The delivery period indicated by Trading Company PEHA Sneek B.V. will be the delivery period by approximation only.
- 5.2 If the indicated period expires without delivery having been made, the default of Trading Company PEHA Sneek B.V. will come into effect only when it has received a notice of default by way of a written reminder whereby it has been set a reasonable period for compliance and only when compliance fails within this period as a result of circumstances attributable to Trading Company PEHA Sneek B.V.
- 5.3 The circumstances referred to under 4.2 will be attributable to Trading Company PEHA Sneek B.V. only if the latter has been proven at fault in any manner or form or when circumstances, in accordance with imperative law, are for the latter's risk.
- 5.4 The other party will not be entitled to damages and / or dissolution before Trading Company PEHA Sneek B.V. has been proven in default.
- 5.5 Trading Company PEHA Sneek B.V. will make delivery at agreed upon location. It will determine mode of transport. Any damage or, as the case may be, loss during transport will be for risk of Trading Company PEHA Sneek B.V. only in as far any damage to the things is covered by insurance.
- 5.6 Trading Company PEHA Sneek B.V. will be competent to make delivery in sub-deliveries. In the event of sub-delivery, invoicing may also be effected in the form of partial invoices.
- 5.7 If delivery cannot be made, due to the other party failing to afford its co-operation to said delivery or due to another impediment arising on its part, the other party will be in default. All consequences at law arising from creditor defaulting will come into effect then and there.
- 5.8 The default intended in preceding subsection will come into effect in the event of any and all impediment arising on the part of the other party, regardless whether the other party is at fault as to the impediment.
- 5.9 Deliveries upon call-up must be called up and taken delivery of within the agreed upon period. The simple expiration of the period will place the buyer in default and will entitle Trading Company PEHA Sneek B.V. to dissolve the agreement or to forward the goods. Should the agreement be dissolved in whole or in part due to the provision of this subsection, then the other party will be under the obligation to pay Trading Company PEHA Sneek B.V. for the loss the latter incurs due to the fact that, instead of mutual compliance, dissolution of the agreement has occurred.

General conditions of sale and delivery of PEHA Sneek B.V. domiciled and registered at Sneek (Netherlands) registered with the Chamber of Commerce and Industry in Leeuwarden, The Netherlands on the 19<sup>th</sup> of July 1993 under number 01062073 0000. Reproduction- and Copyright reserved.

### art. 6: Reservation of title

- 8.3 Should the thing(s) delivered fail to satisfy the provisions of the agreement and should the other party have notified Trading Company PEHA Sneek B.V. of such failure in time, then Trading Company PEHA Sneek B.V. will:
- refund (a reasonable portion of) the purchase price or, as the case may be, reduce the purchase price;
  - replace the thing(s) delivered and re-accept the replaced things. Trading Company PEHA Sneek B.V. will be competent to choose between above-mentioned options.
- 8.4 Trading Company PEHA Sneek B.V. will be in default only after has been granted the opportunity to redress any non-compliance using one of the methods mentioned under 8.3 and only after, notwithstanding this effort, said non-compliance proves not to have been lifted.
- 8.5 The other party will not be entitled to damages and / or dissolution before Trading Company PEHA Sneek B.V. will be in default.
- 8.6 Legal claims and legal defences founded on facts that would justify the argument that the delivered thing fails to satisfy the provisions of the agreement will become statute-barred through the expiration of twelve months following notification made in accordance with the provisions in 8.2.

### art. 9: Damages

- 9.1 If the other party argues it has incurred loss resulting from attributable non-compliance on the part of Trading Company PEHA Sneek B.V., the other party will need to show both non-compliance and attribution.
- 9.2 Non-compliance will be attributable to Trading Company PEHA Sneek B.V. only if Trading Company PEHA Sneek B.V. is shown to be at fault in respect of such non-compliance or when non-compliance, under imperative law, will be for its risk.
- 9.3 Liability in the event of attributable non-compliance on the part of Trading Company PEHA Sneek B.V. will be limited to the value of the things delivered, or to be delivered, to which the loss relates.
- 9.4 Indirect loss, such as consequential loss, reduced revenues or liability towards third parties, will not benefit from payment of damages.
- 9.5 If the loss results, in part, from events for which a party other than Trading Company PEHA Sneek B.V. is responsible, then Trading Company Sneek B.V. will not be liable.
- 9.6 Should Trading Company PEHA Sneek B.V., when offering legal defence against its liability for an act committed by an auxiliary person, be in a position to derive a legal defence towards the other party based on the agreement, then also the auxiliary person, if the other party brings action against him on the grounds of this act, will be in a position to invoke this legal defence as if personally party to the agreement.

### art. 10: Unfeasibility of compliance

- 10.1 In the event of permanent or temporary unfeasibility of compliance, Trading Company PEHA Sneek B.V. will be competent to dissolve the agreement by written statement.
- 10.2 The term unfeasibility in subsection 10.1 will be open to broad interpretation. It will include both situations in which compliance is fully unfeasible and situations in which compliance cannot reasonably be demanded of Trading Company PEHA Sneek B.V.
- 10.3 Should Trading Company PEHA Sneek B.V. enforce its right to dissolve, then the other party will be under the obligation to pay for the costs already incurred by Trading Company PEHA Sneek B.V. in its performance of the agreement, unless unfeasibility of compliance has occurred due to a fault of Trading Company PEHA Sneek B.V.

### art. 11: Insolvency, suspension of payment of other party, etc.

- 11.1 In the event of insolvency, suspension of payment, liquidation or (partial) conveyance of the other party's business, Trading Company PEHA Sneek B.V. will be competent to dissolve in whole or in part the agreement by means of a written statement, such already before the other party has been declared in default.
- 11.2 Trading Company PEHA Sneek B.V. will be entitled, in the event of insolvency, suspension of payment, liquidation or (partial) conveyance of the other party's business, to recover the things it owns, wherever these may be located. The other party will undertake, already new for such an eventuality, to afford Trading Company PEHA Sneek B.V. any and all co-operation the latter will reasonably demand.
- 11.3 Trading Company PEHA Sneek B.V. will be entitled to request security to ensure compliance of the obligation bearing on the other party, should it have been informed, upon concluding the agreement, of circumstances to provide due ground for fearing that the other party will not comply with its obligations towards Trading Company PEHA Sneek B.V.

### 11.4 Should the other party fail to remove the fear above- mentioned under subsection 11.3 and should it fail to

**Valid signature for seen, read and agreed:**

Date : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name : \_\_\_\_\_

Function : \_\_\_\_\_

Signature

Company stamp

that, instead of mutual compliance, dissolution of the agreement has occurred.

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art. 6: Reservation of title

6.1 Trading Company PEHA Sneek B.V. will reserve title to all things delivered to the other party until the claims listed below of Trading Company PEHA Sneek B.V. have been settled. Trading Company PEHA Sneek B.V. will reserve title in regard of:

- a. claims concerning the consideration(s) for things delivered or to be delivered to the other party under agreement;
- b. claims concerning the consideration(s) for activities performed or to be performed by Trading Company PEHA Sneek B.V. for the other party;
- c. claims for failing to comply with such agreements.

14.1 Disputes will be submitted to the absolutely competent Netherlands judge in the District Court in Leeuwarden.

14.2 In deviation from subsection 14.1 parties will have their disputed settled by the relatively competent cantonal judge, should Netherlands adjective law prescribe the cantonal judge as the absolutely competent judge to rule on a dispute.

14.3 All our contracts will be subject to general conditions. These conditions will be forwarded to you on request. Said conditions are also registered with the Chamber of Commerce and Industry.