

8. Warranty

- 8.1 If and to the extent that a warranty was given to the Client by ABS with regard to the delivered goods then the said warranty shall never extend further than the warranty given by the manufacturer of the goods.
- 8.2 During the period that the Client fails to comply with an obligation vis-à-vis ABS the Client is not entitled to rely on any warranty provisions.
- 8.3 The warranty obligations of ABS vis-à-vis the Client on account of defects in the goods delivered by ABS expire if the Client does not inform ABS accordingly in writing within fourteen days after the occurrence of the defect, or within fourteen days after the date when the defect could within reason have been discovered, and ABS was offered the possibility by the Client to investigate the same. The Client can only claim a warranty with regard to goods delivered by ABS to the extent that ABS or the supplier of ABS warrants the relevant goods. After expiry of six months after delivery of the goods any and all warranty obligation of ABS vis-à-vis the Client expires.
- 8.4 The Client shall offer ABS the possibility of, whether or not by returning the good delivered by ABS, independently forming an opinion about the (alleged) defect. Failing to offer ABS this opportunity, injudicious use, incorrect or incomplete assembly of the good and regular wear and tear have been excluded from the warranty.
- 8.5 A difference of opinion between the Client and ABS about warranty claims and obligations shall not relieve the Client from its obligations by virtue of this Agreement or orders. If the Client rightly relies on a warranty according to these general terms and conditions then ABS shall, at its sole discretion, provide for either gratuitous replacement of the defective goods or repayment of the purchase price of the relevant goods.
- 8.6 The Client is held to check the quantity and the exterior state of the delivered goods immediately upon delivery. If the Client does not submit a written complaint to ABS within five working days after receipt of the goods then the quantities specified on the packing slip shall have binding effect and it shall furthermore no longer be possible to lodge a complaint with regard to externally visible damages.
- 8.7 Complaints ruled justified by ABS shall not entitle the Client to refuse the (whole) delivery or to suspend payment of the invoices.

9. Liability

- 9.1 The liability of ABS for any and all direct costs and damages in any way whatsoever related to or caused by an error or shortcoming in the implementation of the Agreement shall at all times be limited to the net invoice amount with regard to the contract and/or the relevant shipment of delivered goods that the (alleged) damages derive from.
- 9.2 ABS shall never be liable for any indirect costs and indirect damages in any way whatsoever related to or caused by an error or shortcoming in the implementation of the Agreement.
- 9.3 The Client indemnifies ABS against any and all claims of third parties for compensation for damages or otherwise that are directly or indirectly related to the implementation of the Agreement between ABS and the Client.
- 9.4 ABS shall not be liable for any damages that may result from (but not limited to):
- a. Force majeure;
 - b. Acts or negligence of the Client, its subordinates or persons who were employed by or on behalf of the same;
 - c. Negligence of the Client in the maintenance of the delivered goods;



- d. Incorrect assembly by the Client;
 - e. Damages to the delivered goods as a result of external mechanical or biological effects;
 - f. Normal wear and tear of the delivered goods;
 - g. Any other external effects.
- 9.5 ABS shall never be liable for any occurring consequential damages, barring in case of intent or intentional recklessness, including (but not limited to) potential loss of income or profit, damages due to stagnation of or delay in business operations, damages due to loss of production, loss of working hours and/or labour costs incurred in vain, additional costs of purchase elsewhere, damages due to reconstruction of lost information, lost savings or agreements, discounts or penalties of the Client.

10. Reservation of title

- 10.1 The title of the goods delivered by ABS shall only transfer to the Client if and to the extent that the Client complied with all that which the same is due to ABS in pursuance of any agreement whatsoever, including possible interests and costs.
- 10.2 The Client is not allowed to give the goods delivered by ABS to third parties as a (non-possessory) pledge or to lend, give the same on loan, in consignment or for safekeeping or to otherwise factually or legally cede or give the same to or use the same as security for third parties for any reason whatsoever before all claims of ABS vis-à-vis the Client pursuant to any agreement whatsoever have been met. The foregoing does not affect the right of the Client to transfer the goods within the framework of its normal business operations.
- 10.3 If the Client sold and transferred goods to a third party before the title transferred to the Client, this third party shall merely become holder of the goods. The Client is obliged to demonstrably make a reservation in this sense upon the sale and transfer to the third party. On demand the Client provides ABS, if so desired, with documentary proof of such reservation. The Client hereby already assigns the possible claims acquired by the Client upon the sale and transfer to the third party to ABS. ABS hereby already accepts this assignment.
- 10.4 If the Client processes, assembles or otherwise makes use of the goods delivered by ABS as a result of which the ownership rights of ABS can be lost due to specification or otherwise, the Client hereby already, as the occasion arises, gives the main good to ABS as a non-possessory pledge in order to secure all obligations of the Client vis-à-vis ABS for any reason whatsoever. This kind of non-possessory pledge or similar right is hereby, as the occasion arises, already accepted by ABS. The Client shall lend any and all cooperation to ABS as required in connection with the exercise of this right by ABS vis-à-vis anybody.
- 10.5 ABS is entitled to desire alternative and/or supplemental securities from the Client, such in the form and with the content to be determined by ABS. The Client commits to forthwith provide these kinds of securities on demand and at its own expense.

11. Other provisions

- 11.1 The term of the agreement is established by ABS and the Client in writing. If ABS and the Client have not stipulated a term then a term of twelve (12) months is applicable. In all instances can ABS or the Client give notice of termination of the agreement in consideration of a notice period of three (3) months prior to expiry of the current term. If (timely) notice of termination did not take place then the agreement is each time by operation of law renewed for a term of twelve (12) months. If at any time the Client gives notice of termination, a penalty possibly stipulated in the agreement can be charged by ABS.



- 11.2 If at any moment of time any provision from the Agreement and these general terms and conditions would not (no longer) be valid then the Client and ABS shall consult with each other about a new provision which best approaches the objective and the (economic) scope of the original stipulation.
- 11.3 If ABS, as a result of conditions that cannot be blamed on the same, is within reason during a period of more than one week unable to comply with its obligations by virtue of the Agreement and the agreements and/or orders originating there from, ABS shall be entitled to, without judicial intervention, dissolve the Agreement, the agreements and/or the orders, either in whole or in part, at its sole discretion, without being held to pay compensation. Conditions within the meaning of this article are, among other things, industrial action, occupation, weather conditions, natural disasters, official regulations and import or export restrictions as a result of which the transport and the delivery is affected either directly or indirectly.
- 11.4 In the instances that the Client is in default, is placed under guardianship or any good belonging to the same is put under administration, files for or is granted personal debt restructuring, is declared insolvent / bankrupt or a petition thereto is filed, discontinues or suspends the performance of its business, its reputation or that of ABS is under discussion, the dominant control in the same changes either directly or indirectly or, if the Client is a legal person, it is resolved to liquidate and/or dissolve the Client, ABS shall be authorised to terminate any and all agreements and/or orders with immediate effect and without judicial intervention and to reclaim its properties, without prejudice to the right of ABS to claim compensation. At the moment of termination all claims of ABS vis-à-vis the Client shall immediately fall due.
- 11.5 The Client is not allowed to, either in whole or in part, transfer the rights and obligations by virtue of the Agreement, and the thereto related or there from originating agreements and/or orders, to a third party without the prior approval in writing of ABS. If ABS grants its approval it shall be authorised to impose further conditions on this transfer.
- 11.6 ABS is entitled to from time to time supplement and adjust these general terms and conditions at its sole discretion. A new version of the general terms and conditions shall replace the then applicable general terms and conditions of ABS. ABS shall send the new general terms and conditions to the Client in consideration of an entry into force period of at least one month.

12. Applicable law and competent court

- 12.1 Dutch law is exclusively applicable to this Agreement and the agreements originating there from. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.
- 12.2 Disputes deriving from or connected with this Agreement and the agreements or orders connected there with or originating there from are exclusively brought to the cognisance of the competent Dutch court in Utrecht, without prejudice to the right of ABS to call upon the competent court in the jurisdiction where the Client resides.

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