



General Purchase Conditions of Saris Aanhangers B.V. ('Saris' below), a company having its registered office in Hapert (the Netherlands) and filed at the office of the Den Bosch District Court under No. 45/2004 on 09.04.2004

Article 1 – General

1. These General Purchase Conditions shall apply to all requests for a quotation made by or originating from Saris in respect of all products supplied and services performed on its instruction (including the execution of activities), and to all orders granted or agreements concluded by Saris to that effect. Saris' negotiating or contracting partner in these matters is referred to below as the 'contractor'.
2. Deviations from these General Purchase Conditions shall only be binding upon Saris after it has confirmed them expressly and in writing.
3. Saris expressly rejects the applicability of any general terms used by the contractor.
4. In the event that one or more provisions in any agreement concluded with Saris or in the present General Purchase Conditions prove to be legally invalid, the remaining provisions in that agreement shall remain in full force. The provision that is legally invalid shall be substituted by one whose nature and purport reflect the original provision to the highest possible degree and about whose content the parties shall consult with each other if and when necessary.

Article 2 – Staff powers

1. Agreements shall only be binding upon Saris if they have been entered into or confirmed in writing by one or more duly qualified Saris officials identified as such in the trade register of the relevant Chamber of Commerce and Industry. Only Saris shall be able to invoke this provision.

Article 3 – Effectuation of agreements

1. An agreement shall only be binding upon Saris if it has granted an order and received written confirmation of that order from the contractor within eight days (fourteen days in the case of contractors outside the Netherlands) and advance confirmation by fax. If no such information is forthcoming within the set period, the order shall no longer be binding upon Saris while its binding effect upon the contractor shall continue unimpaired.



2. Deviations in the contractor's confirmation of Saris' order shall not be binding upon the latter. In the case of deviations pertaining to minor aspects the agreement shall be effected in accordance with Saris' original confirmation. In the event of significant deviations, Saris shall not be bound to the confirmation.
3. If and when deliveries and/or services exceed agreed volumes or levels, Saris shall not be bound to pay for the excess. If and when deliveries and/or services are deficient in respect of the agreed volumes or levels, Saris shall have the right to refuse the volumes delivered and/or the services performed in their entirety.
4. All descriptions, drawings, technical specifications and other data supplied by Saris to the contractor shall remain Saris' property. They may not be copied or multiplied by any other means, shown to third parties, released, disclosed or used without the express permission of Saris and must be returned upon Saris' first request. The contractor is bound to observe strict secrecy with regard to all of these items, and shall be liable for any damage arising from violation of this provision.

Article 4 – Terms

1. The terms stated in Saris' order or in the contractor's confirmation of order relevant to the implementation of the agreement shall be binding and must be strictly adhered to. The terms shall commence as of the moment at which Saris grants the order.
2. Any failure to adhere to the terms agreed in respect of the implementation of the agreement shall entitle Saris to wholly or partially dissolve the agreement without notice of default. Save in cases in which said failure can be entirely attributed to force majeure (such to be proved by the contractor), Saris shall also be entitled to claim compensation of any damage and costs incurred, including consequential loss and loss of profit.
3. If any circumstance (including force majeure) makes it impossible for the contractor to implement the agreement or to do so in time, the contractor shall notify Saris to that effect forthwith (or in any case within three days after that circumstance became known). If applicable, the notification shall be accompanied by an indication of the estimated extent of the delay.
4. In the case of force majeure, the contractor shall not be able to invoke force majeure if and when it fails to comply with the provisions in paragraph 3 above and the provisions in paragraph 2 above shall apply unimpaired as though no force majeure had occurred.



Article 5 – Execution / inspection

1. The contractor shall not be permitted to wholly or partially transfer the execution of the order to any third party without Saris' prior and written permission.
2. Saris shall have the right to carry out or commission inspections at the contractor's premises during the latter's production of items ordered by Saris. Said inspections may pertain to materials and raw materials used, the production process and the storage of the items, materials and raw materials.
3. The execution of, or failure to execute, inspections as referred to in paragraph 2 above shall in no way affect either Saris' rights (including warranty claims) or the contractor's obligations.
4. If it has been agreed that acceptance tests, quality checks or audits are to be performed, the contractor shall be obliged to stipulate equivalent tests, checks or audits to be performed at any third parties to which it has, with Saris' permission, wholly or partially transferred the execution of the order.

Article 6 – Prices and payment

1. The prices referred to in Saris' order or in the contractor's offer shall be fixed and inclusive of packaging, transport and delivery costs, unless expressly stated otherwise.
2. Increases in prices that occur after the agreement has come into effect cannot be charged to Saris; however, Saris shall be able to benefit from any decreases in prices that occur after the agreement has come into effect.
3. The contractor shall not send an invoice until after the items have been delivered and/or the activities have been completed. The invoices must clearly specify the items delivered and/or the activities performed, unless expressly agreed otherwise.
4. Payment shall be effected within 60 days after receipt of the relevant invoice or within 14 days after receipt of the invoice, in which latter case a 3% discount for prompt payment shall be granted.
5. Invoices sent to Saris more than six months after the performance to which they relate shall not be accepted, and the contractor's right to claim payment of said invoices shall expire by the lapse of that period.

Article 7 – Transfer of ownership, risk, delivery and completion

1. The ownership of the items purchased by Saris shall transfer to Saris as, and as soon as, those items are separated and stored for shipment to Saris or, if the above does not take place, as and as soon as they are loaded on the first means of transport deployed for shipment.

2. Irrespective of the provision in paragraph 1 above, the risk associated with items shall be borne by the contractor until such time as Saris has received the items at the destination indicated. Only then shall the items be deemed to have been delivered, also if the parties have agreed that the shipment is to be performed by, or on the instruction or at the expense of Saris. In the event of damage to or loss of items during shipment, the contractor shall immediately supply new replacement items without prejudice to any further claims that Saris might lodge.
3. The contractor shall ensure proper packaging, protection and insurance for all items to be delivered to Saris, and shall remove the packaging material after delivery free of charge, except in so far as Saris wishes to keep the material, in which case said material shall be handed to it free of charge.
4. Unless indicated by Saris otherwise, the items it has ordered must be delivered at its office at Metaalweg 7 in Hapert. Offers, order confirmations, invoices and other items of correspondence must be addressed to Saris' mail address: Postbus 9 5527 ZG Hapert.
5. Activities performed by the contractor shall only be deemed to have been completed and to have been accepted by Saris if they have been finalised, and if Saris has inspected them and has not rejected them within one month after their finalisation.
6. If and when items to be delivered are ready for delivery but Saris is unable to accept them at the appointed time, for whatever reason, the contractor shall be required to retain those items and to keep them separate from other items and clearly mark them as destined for Saris. In such a case, the contractor shall secure the items and take the necessary measures to prevent any loss of quality until such time as they can be delivered after all. Saris shall compensate the contractor for any reasonable costs incurred by the latter in this connection.
7. In the event that Saris has agreed to make advance payment, the parties shall also be deemed to have agreed that the contractor transfers to Saris the ownership of all materials, raw materials and semi-manufactures it uses or makes available for the implementation of the agreement and keeps them on Saris' behalf as soon as Saris has made advance payment in connection with that agreement. The contractor shall store the items it keeps on behalf of Saris separate from similar items and clearly mark them as Saris' property.

Article 8 – Guarantee and liability

1. The contractor shall guarantee unconditionally that the items it has delivered and the services it has performed are of sound quality, free from defects and fully compliant with the agreement.



2. Delivered items shall be subject to a guarantee period of twelve months from the date of delivery as referred to in Article 7, paragraph 2 above. Activities performed shall be subject to a guarantee period of twelve months from the date of their acceptance. In the case of defects that are not instantly evident upon delivery and/or acceptance, the guarantee period shall be twelve months from the moment at which Saris discovers or could reasonably have discovered the defect.
3. The guarantee shall comprise free repairs (after which the items can be considered new) or, to the sole discretion of Saris, replacement of the delivered items, without prejudice to the contractor's liability to offer compensation for any damage incurred (including consequential loss or loss of profit as well as damage incurred through Saris' liability vis-à-vis third parties in respect of any defect encountered). All costs associated with the execution of the guarantee shall be borne by the contractor. Repaired or new items shall be subject to a new guarantee period that shall commence as of the day the repair is completed and the items have been returned to Saris or as of the day of delivery, respectively.
4. The contractor shall guarantee that the implementation of agreements concluded with Saris shall not constitute a violation of any patent rights, trademark rights or design rights held by third parties. The contractor shall also indemnify Saris against any claims from third parties concerning (alleged) infringement of their rights.
5. The contractor shall guarantee vis-à-vis Saris that all (national and international) statutory safety, quality and other standards that apply to the items or services at issue are fully adhered to. Each shipment shall be accompanied by a statement in which the contractor confirms compliance of the items with the applicable standards, in so far as such a statement is mandatory under any statutory regulation or expressly requested by Saris.
6. The contractor shall be obliged to take out and retain an effective insurance policy with a highly reputed insurance company in respect of its liability vis-à-vis Saris (including, though not limited to, professional and business liability, product liability and third-party liability), and to produce documents in evidence of its compliance with this obligation upon Saris' first request to that effect.
7. Where Saris is held to be liable to a consumer owing to lack of agreement as referred to in Article 2 of 'Directive 99/44 EC governing particular aspects of retail sales of consumer goods, and the warrantees attached thereto', and this breach has arisen due to a fault in the goods or services provided by the commissioner to Saris, the commissioner in turn shall be held fully liable by Saris



Article 9 – Cancellation, force majeure

1. At all times Saris shall have the right to cancel an order granted to the contractor, even if the contractor has already begun executing that order. If and when the contractor cannot be held responsible for the cancellation, Saris shall compensate the former for any costs actually incurred as a result of the cancellation, exclusive of a profit mark-up. The contractor shall be required to substantiate the costs claimed. Any other claims by the contractor in respect of a cancellation by Saris shall be excluded.
2. The contractor shall be obliged to transfer to Saris, upon the latter's request, the ownership of any items that have already been produced, at a reasonable price to be determined in consultation.

Article 10 – Materials made available by Saris

1. Materials, equipment, components, certificates, drawings and similar items made available by Saris to the contractor in connection with the execution of an order shall remain Saris' property and shall be clearly marked by the contractor as such when stored and kept by the latter. Said items shall be returned to Saris in good condition after the agreement has been implemented.
2. As long as the items referred to in paragraph 1 above are the property of the contractor, the latter shall bear all the associated risks and shall be obliged to ensure that they are properly maintained.
3. The contractor shall take out permanent insurance, at the usual conditions, in respect of the items referred to in paragraph 1 above, at its own expense and for Saris' benefit, so as to cover the risks of full or partial loss or damage as a result of fire, theft or vandalism.
4. Upon receipt of items as referred to in paragraph 1 above, the contractor shall check their compliance with the relevant specifications and notify Saris forthwith if any discrepancies are found, under penalty of cancellation of any claims associated with such discrepancies.

Article 11 – Applicable law, competent court

1. All agreements between Saris and the contractor that are governed, at least in part, by these General Purchase Conditions shall be subject to the law of the Netherlands.
2. All legal actions arising from the agreements between Saris and the contractor shall be instituted at the court which ~~has, under the rules of jurisdiction~~ rationed material ~~subject-matter-competence, is competent~~ for the area where Saris has its registered office, save cases in which ~~jurisdiction~~ ~~competence~~ must be conferred on another court by virtue of imperative statutory provisions.