

Sales Terms & Conditions

GENERAL

The following conditions apply and are deemed to be incorporated in all Sale Agreements (the Agreement) made by Sirius International BV (the Seller), unless the contrary is specifically agreed in writing by Sirius International BV. When the Buyer sends its purchase order to the Seller or when the Buyer receives the ordered goods, the Buyer agrees expressly and specifically to the Seller's general sale conditions and these conditions exclude any terms or conditions of the Buyer.

AGREEMENT FORMATION

Sale offers are not binding, unless the contrary is expressly and specifically agreed between the Seller and the Buyer. The agreement becomes effective when the Seller accepts Buyer's purchase order.

QUALITY

Product features are indicated on the detailed list issued by the Seller. Any other warranty, such as marketability or suitability for any special purpose, is expressly excluded. The Buyer should check carefully for the product quality immediately upon receipt or, however, before using the product. Deficiencies, if any, are to be reported immediately and before further processing.

QUANTITY

Product quantity is indicated on the delivery documents issued by the Seller. The Buyer should check carefully the product quantity upon receipt of goods and should report to the Seller any deficiencies.

DELIVERY

Delivery terms are indicative and unbinding. The Seller reserves the right to make partial deliveries. The Seller shall not be responsible for any damages caused by any delay in delivery or failure in delivery. The buyer should report within 14 days upon delivery to the Seller any complaints and claims related to damages occurred during the transport. Such complaints and claims do not devalue in any way the payment obligation of the Buyer.

Under no condition shall Seller accept return of goods unless confirmed in writing.

PAYMENT

All prices are in Euro's and exclusive of VAT and other governmental duties. Prices on our invoices in the Netherlands are inclusive of VAT (BTW).

All rates are on condition of typing errors and eventually need to be confirmed. Until the order is confirmed in writing, no reliability is accepted due to changing prices.

All invoices are to be paid by the Buyer within the on the invoices indicated payment term and to

the on the invoices indicated bank account. A different payment term is only allowed after confirmation in writing by the Seller. Our standard payment term is within 30days after date on invoice.

Deduction and delay of payments is excluded.

All expenses made by the Seller at the request of the Buyer are entirely for the account of the Buyer unless otherwise explicitly confirmed in writing.

In every case the Buyer remains at fault to make full and final payment before the agreed due date, the Seller reserves the right to charge interest compensation, as well as extra-judicial and legal collection costs, including the costs for lawyers, bailiffs and debt collection agencies. Said costs amount to an average of 1% per month of payment delay.

Legal rights for payments are immediately payable in case the Buyer is declared bankrupt, or asks for moratorium, suspension of payments, or when the equity components of the Buyer are seized., the Buyer dies or when the Buyer falls into liquidation or is dissolved.

In above mentioned cases the Seller has the right to cease or postpone execution of the Agreement or any unresolved part of it without declaration of breach or legal intervention, without right of compensation of damages for the Buyer should such be formed.

Complaints and claims with regard to invoices shall be presented to the Seller within 14 days after date on invoice. After this time the invoice is deemed to be accepted by the Buyer.

RETENTION OF TITLE / RESERVATION CLAUSE

The risk of the goods passes to Buyer at the moment of delivery.

Goods of which the delivery is suspended in anticipation of payment and goods which were unjustly refused by the Buyer or not ordered by the Buyer will be kept and stored by the seller at expense and risk of the Buyer.

The ownership of the goods does not pass to the Buyer and the full legal and economic entitlement of the goods remains with the Buyer, unless and until Seller has received complete payment for the goods, including all secondary costs such as interest, charges, costs, etc.

In case of cessation under these terms and conditions, the Seller, undiminished its other rights, has the right to demand immediate return of the goods, in which case the Seller invokes its right of retention of tile.

Until complete payment of the goods is fulfilled, the Buyer is only entitled to make use of the goods inasmuch demanded by its usual company operations and the Buyer shall store the goods separately and recognizably marked, immediately inform the Seller in case confiscation, sought by third parties, can have influence on the goods and insure the goods effectively.

LIABILITY

In case of accountable failure of the Seller, the Seller is only liable for replacement

indemnification, meaning compensation of the value of the lacking performance. Any liability of the Seller for any other form of damage is excluded, also compensation for additional damage, indirect damage, consequential damage or damage due to foregone turnover or profit.

Seller is further not liable for damages caused by delay, damage due to loss of data, damage due to encroachment or exceeding of dead lines due to changed circumstances, damage due to failing cooperation by third parties, failing information or materials by third parties and damage due to advises given by the Seller of which the content does not form an explicit part of the Agreement. The compensation payable by Seller will in no case amount to more than the invoiced and invoiceable rates on basis of the Agreement, with a maximum of €5000,-. The rates meant in this article are decreased by the credits stipulated by the Buyer and allowed by the Seller. Condition for any right to compensation shall always be that the Buyer informs the Seller about the damages as soon as reasonably possible after the damages have occurred, with a maximum of one month and by registered mail to the Buyer.

Buyer exempts Seller for all damages Seller may suffer as a consequence of agreements with third parties, such as employees and persons working under responsibility of the Buyer and having a relation with the assignment of the Buyer as laid down in the Agreement.

Seller is not liable for any form of inconvenience or damage during the execution of activities in the operations of the company of the Buyer.

FORCE MAJEURE

The Seller is entitled to fail to carry out its contractual obligations in case of force majeure, such including the lack of raw materials or services. In case the events of force majeure continue for more than 3 months, the Seller is entitled to terminate the contract.

JURISDICTION

The Netherlands is appointed as place of jurisdiction.