



# Nukamel

the art of growing

## Nukamel BV - General Terms and Conditions of Sale

### 1. Scope

- 1.1 These General Terms and Conditions of Sale ("GTCS") apply to all agreements, offers and deliveries, whatever their designation, entered into or made by Nukamel BV ("Nukamel") or any of its affiliates. Nukamel' employees can also call upon these conditions, as can third parties engaged by Nukamel for the execution of its obligations arising from the agreements, offers and deliveries.
- 1.2 These GTCS can only be amended or deviated from in writing, such deviations only to be stated in the Nukamel offer or order confirmation. Nukamel shall not in any way be bound by any amendments, additions or other terms, including Purchaser's (general/ purchase) terms and conditions, unless having explicitly agreed thereto in writing.

### 2. Offer & acceptance

- 2.1 All offers and/ or quotations made by or on behalf of Nukamel, including the information published in price lists, advertisements or otherwise, shall not be binding unless explicitly stated otherwise.
- 2.2 Agreement can only be reached by the acceptance by Nukamel of Purchaser's order in writing, or, if and when, Nukamel has started the execution of the order. Acceptance of an order can be made conditional (e.g. the issuance and confirmation of an irrevocable L/C for payment). Until the stated conditions have been met by Purchaser, Nukamel may withdraw it's acceptance without being held to any compensation whatsoever.

### 3. Prices

- 3.1 All prices will be in Euros, unless stated otherwise. Prices are excluding VAT and other taxes. Payments must be executed in the currency as used in the offer and/ or order confirmation.

### 4. Delivery terms & period

- 4.1 Unless agreed otherwise all goods shall be delivered CFR in accordance with the Incoterms 2010 as published by the International Chamber of Commerce.
- 4.2 The agreed delivery period shall not be considered fatal. Purchaser will inform Nukamel of any late delivery after which Nukamel will be granted a reasonable term to deliver still. The delivery period will start upon the acceptance of the order by Nukamel or, in case of conditional acceptance as stated in article 2, the conditions of the acceptance have been first met.

### 5. Reservation of ownership

- 5.1 Nukamel reserves the right of ownership of goods delivered until full payment for such delivery has been received.
- 5.2 If a Nukamel invoice referring to goods delivered is not paid within the agreed term, or in case Nukamel has a claim against Purchaser because of Purchaser's failure to (timely) comply with any term of their agreement, Nukamel is entitled to repossess the goods delivered from Purchaser or any third party holding the goods on behalf of Purchaser. Purchaser shall cooperate to such repossession in any possible way.

### 6. Specifications, inspection & complaints

- 6.1 Nukamel will supply the goods in conformity with the specifications as stated in its offer or the order confirmation. When no specifications have been agreed it will supply in accordance with the standard specifications as applicable for the goods involved.
- 6.2 It is the Purchaser's obligation to make (or have its agents make) a close examination of the delivered goods immediately upon delivery to check its compliance with the agreed specifications.
- 6.3 Complaints as to non-compliance of the goods must be presented to Nukamel in writing without delay and in any event no later than four (4) working days after delivery.
- 6.4 Hidden defects must be reported to Nukamel by written notice immediately upon discovery but in no event later than within seven (7) calendar days after discovery of the defect and no later than six weeks after delivery.
- 6.5 If no complaints have been communicated in writing in the timely manner as stated here above, it is assumed that Nukamel has performed adequately and the goods shall be deemed accepted by Purchaser as being in good condition and complying with all specifications.
- 6.6 If a timely complaint has been made and to Nukamel' opinion it has been

sufficiently proven that the goods are non-complying, Nukamel may, at its discretion, either replace the non-complying goods free of charge or grant the Purchaser a fair discount on the purchase price, without being liable for any additional compensation whatsoever (incl. damages).

### 7. Liability

- 7.1 The following will apply to damages occurred during and/ or due to the execution of the agreement by Nukamel:
  - a. If and when the damages are the result of any obligatory governmental order or procedure or have been caused by non-charged services or advice, Nukamel shall not be liable for such damages.
  - b. If and when the damages have been caused by defective products delivered by Nukamel or by charged advice or services, then Nukamel' liability shall be limited to the amount that in such case will be reimbursed by Nukamel' liability insurance (increased with the deductible).  
In case, for whatever reason, there will be no reimbursement under the insurance, Nukamel' liability will be limited to replacing the goods free of charge or to granting Purchaser with a fair discount as described in article 6. Nukamel shall in such case never be liable for any form of indirect damages such as loss of profit, loss of turn over, business interruption damages or any other consequential damages.

### 8. Payment conditions

- 8.1 If not otherwise provided for, all invoices must be settled ultimately thirty (30) days from invoice date. Invoices must be settled without any rebate, set-off, deduction of suspension. Payments to be transferred to the bank account as stated on the invoice sent by Nukamel.
- 8.2 All costs, provisions, fees or other expenditures due in relation to the payment(s) to be made by Purchaser shall be for the account of Purchaser.

### 9. Cancellation/ Termination

- 9.1 If Purchaser fails to (timely) comply with any of its obligations forthcoming the agreement, such non-compliance shall immediately constitute an event of default by the Purchaser. In such case Nukamel shall be entitled, without prior notice being required, to suspend performance of its obligations or to cancel the agreement in whole or in part, all this without prejudice to any other (legal) rights of Nukamel.
- 9.2 If the Purchaser is granted a (temporary) suspension of payments, goes into (voluntary) liquidation, is declared bankrupt, or its business is discontinued or wound up, all orders accepted and/ or agreements made by Nukamel with Purchaser shall be terminated by operation of law, unless Nukamel informs Purchaser on a reasonable term of notice that it demands specific performance (in whole or in part) of the agreement(s), in which case Nukamel shall be entitled, without further notice being required to suspend its own performance until payment has sufficiently been secured.
- 9.3 In any of the situations described above in this article 9, all accounts receivable from Nukamel to the Purchaser shall be due and demandable immediately and in full.

### 10. Force majeure

- 10.1 If, due to circumstances beyond its will or control, or through no fault of its own, Nukamel is unable to (timely) comply with any of its obligations forthcoming the agreement with Purchaser, this is considered a case of force majeure on behalf of Nukamel. In such case, Nukamel' obligations will be suspended without being liable for any form of compensation (incl. damages).
- 10.2 In case such situation of force majeure lasts longer than six continuous months, parties shall be able to terminate the agreement without further consequences.

### 11. Governing law & settlement of disputes

- 11.1 The agreements entered into by and with Nukamel shall be governed by Dutch law only. The stipulations of the Vienna Convention on International Sale of Goods are hereby explicitly excluded.
- 11.2 Any possible disputes shall first be tried to be settled amicably between the parties. In case parties may not come to such amicable solution the competent judge of the district court of Arnhem (The Netherlands) is solely competent to settle the dispute.