TERMS AND CONDITIONS OF SALE
(for the supply of Jet Black Jet Fire Protection Systems by Isolatiebedrijf C.J. van Waas BV)

1. DEFINITIONS
   1.1 The Conditions shall comprise:
       "the Buyer" means the customer named in this Contract;
       "the Goods" means the goods (including any component part or parts thereof) which the Seller is to supply to the Buyer;
       "the Seller" means C.J. van Waas BV, whose main place of work is at Zwakhalve 9, 2991 ZC Barendrecht, The Netherlands;
       "the Contract" means the contract for the purchase and sale of the Goods subject to these Conditions and special conditions agreed in writing between the Buyer and Seller.

2. BASIS OF THE SALE
   2.1 The Seller shall sell and the Buyer shall purchase the Goods subject to these Conditions, which shall govern the Contract to the exclusion of any terms and conditions submitted by the Buyer including any certificate of conformity or correspondence or otherwise implied by trade custom or course of dealing.
   2.2 No variation to these Conditions shall be effective unless agreed in writing by an authorized representative of the Seller.
   2.3 Acceptance by the Buyer of delivery of the Goods shall be deemed to constitute unqualified acceptance of these Conditions.
   2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer’s own risk.
   2.5 Any typographical, clerical or other error or omission in any document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS, QUOTATIONS AND SPECIFICATIONS
   3.1 In accordance with 2.1 all orders for Goods will be subject to these Conditions, which shall govern the Contract to the exclusion of any terms and conditions submitted by the parties.
   3.2 Any description given to or applied to the Goods is only for the purpose of identifying the Goods and shall not make any sale of Goods by description.

4. TERMINATION
   4.1 No order which has been accepted by the Seller may be terminated by the Buyer except with the agreement in writing of the Seller.
   4.2 If the Seller agrees to terminate the order then the Buyer shall pay the Seller’s reasonable charges based on expenses already incurred, including Seller’s commitments, termination charges and a reasonable profit thereon.

5. PRICE OF GOODS
   5.1 Unless otherwise agreed in writing the Buyer shall pay the Seller within thirty days from receipt of a valid invoice upon delivery of the Goods (whichever is the earlier).
   5.2 Payment of the Price shall be made by the Buyer without any deduction or set off.
   5.3 Any price quoted by the Seller for the Goods shall be deemed to exclude the cost of delivery to the Buyer (including transport, packaging, insurance and any taxes, duties or surcharges) which shall be charged in addition to the Price and be payable at the same time and in the same manner as the Price unless otherwise stated in writing by the Seller.
   5.4 Unless stated the Price is exclusive of any applicable value added tax, duties and charges of any kind which shall be charged in addition to the Price and be payable at the same time and in the same manner as the Price.
   5.5 If the Buyer fails to make any payment under the Contract then, without prejudice to any other right or remedy available to it, the Seller shall have the right to repossess and/or charge and/or sell the Goods without prejudice to any other right or remedy available to it and to charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above De Nederlandsche Bank base rate from time to time, accruing on a daily basis, until payment in full is made, and/or require that the Buyer makes a payment in respect of any delivery not yet made and/or not make any further deliveries to the Buyer.
   5.6 The Price quoted shall remain valid for a period of 30 days from the date of its submission after which time the Seller shall have the right to change the Price.
   5.7 Unless stated the Price quoted shall be in EUROS.
   5.8 The Buyer, if having his principal office outside the EU, shall establish a separate invoice for each delivery in the currency of the Goods as stated in the applicable local authorities.

6. DELIVERY
   6.1 Unless otherwise agreed in writing by the Seller, where relevant, delivery of the Goods shall be made by the Buyer collecting the Goods from the Seller’s premises.
   6.2 Time of delivery is not of the essence. The Seller shall use reasonable endeavours to meet any delivery dates quoted, however any quoted dates for delivery are approximate only and the Seller shall not be liable for costs or expenses incurred by the Buyer or its employees or agents (whether involving employees of the Seller or of a third party), difficulties in obtaining raw materials, labour, fuel, parts of machinery, power failure or breakdown in machinery.

7. RISK AND PROPERTY
   7.1 Risk of the Goods passes to the Buyer upon delivery.
   7.2 Title of the Goods passes to the Buyer when the Seller is in receipt of the Price and any other sums owing to the Seller by the Buyer.

8. LIABILITY
   8.1 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law.
   8.2 Except in respect of death or personal injury caused by the Seller’s negligence, the Seller shall not be liable to the Buyer by reason of any representation (whether implied), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit, goodwill, loss of supply, contract, loss of use or indirect, special or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their use or resale by the Buyer.
   8.3 Except as expressly provided in these Conditions the entire liability of the Seller under or in connection with the Contract shall not exceed 50% of the Price.
   8.4 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller’s obligations if the delay or failure was due to any cause beyond the Seller’s reasonable control, ("third party circumstances"), including but not limited to Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government, parliamentary or other authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party), difficulties in obtaining raw materials, labour, fuel, parts of machinery, power failure or breakdown in machinery. In force majeure circumstances the Seller may at its sole discretion terminate any contract for the supply of Goods or cancel or suspend any delivery and apportion available stocks between its customers at its sole discretion.

9. INDEMNITY
   9.1 The Buyer agrees to indemnify the Seller against all damages, losses, costs, claims or expenses incurred by the Seller towards a third party arising out of or in connection with the Goods supplied by the Seller or its sub-contractors or the Buyer or any description or specimen or use and whether arising by reason of the negligence of the Seller or otherwise (save for death or personal injury arising as a result of the Seller’s negligence).

10. HEALTH AND SAFETY
    10.1 The Seller and the Buyer shall comply with the requirements of the ARBO wet and any other relevant legislation relating to Goods and their use.
    10.2 The Buyer agrees as follows:-
        (a) to pay due regard to all information supplied by the Seller relating to the use of the Goods and/or concerning conditions necessary to ensure the Goods will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work;
        (b) to indemnify the Seller in respect of any and all claims arising from the Goods being unsafe as a result of the Buyer’s activities.

11. WARRANTY
    11.1 The Seller warrants that all Goods supplied are free from defects in workmanship, material and design and shall conform to the requirements stated in the Contract in all material respects unless agreed in writing by an authorized representative of the Seller.
    11.2 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days from the date of discovery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the Buyer does not so notify the Seller, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the Price as if the Goods were in accordance with the Contract. In no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for the Buyer to reject them.
    11.3 In the event that the Buyer has valid claim which has been notified to the Seller pursuant to Condition 12.2, the Seller shall return the defective goods at its own cost to the Seller and the Seller shall be entitled to repair or replace the Goods (or the part in question) and/or require the Buyer to return the Goods (or the part in question) to the Seller at its sole discretion, refund to the Buyer the Price (or a proportionate part of the Price), but the Seller shall have no further liability to the Buyer.

12. VARIATIONS
    12.1 The parties reserve the right, by giving notice to each other at any time to vary the Contract. No variation shall be binding unless agreed and confirmed in writing by The Seller.

13. INTELLECTUAL PROPERTY RIGHTS ("IP")
    13.1 Any existing design, software, firmware, software, product, material, invention, methods and processes IPR and IPR which is developed, discovered or enhanced during the contract will remain the property of the Seller.

14. CONFIDENTIALITY
    14.1 This Contract including any drawings submitted, the subject matter thereof and all information provided by the Seller (and in any way relating to the Sellers business processes, research or property) shall be treated as confidential by the Buyer and the Buyer will not make any disclosure thereof to the Buyer and/or any other third party not bound by the terms and conditions of this Contract without the written consent of the Seller except for the purpose of performing the Contract.

15. WHOLE AGREEMENT
    15.1 This purchase order (together with any specific conditions if applicable) including any drawings submitted, the subject matter thereof and all information provided by the Seller and/or the Buyer is the entire agreement between the parties and supersedes any previous agreements, understandings, negotiations or discussions between the parties.

16. GENERAL
    16.1 No failure or delay by the Seller in exercising any right, power or privilege under these Conditions or any other document relating to the Goods or this Contract shall operate as a waiver of any right, power, privilege or any other right or remedy of either party.
    16.2 The Contract shall be governed by the Laws of The Netherlands, and the parties agree that any disputes which arise shall be subject to alternative dispute resolution.
    16.3 If the alternative dispute resolution fails to reach a remedy to the dispute then the parties submit to the exclusive jurisdiction of the Courts of The Netherlands.

17. ANTI-BRIBERY
    17.1 Both parties confirm that they will comply with all and any anti-corruption and/or anti-bribery laws and regulations now in force or in any jurisdiction which may be applicable to the respective parties to, or the terms or implementation of, this Contract or any agreement to be entered into pursuant to this Contract.
