



GENERAL CONDITIONS OF SALE & SUPPLY of

Global Liners B.V., van Maasdijkweg 61, 3088 ED Rotterdam,
T: 0031 10 82 09 700 6004 F: 0031 10 82 09 709

In these conditions:

- a. "GL" means Global Liners B.V. and/or affiliated companies.
- b. "Customer" means the buyer of the goods.
- c. "Agreement" means an agreement for the sale and/or delivery of goods by GL to the customer.

1. Applicability

- Our deliveries, performances and quotations are made exclusively on the basis of these business conditions. These conditions shall also apply to all future business, even if they are not expressly agreed again. These conditions are considered to have been accepted with receipt of the goods or performance at the latest. General conditions of the customer which have not been recognised by GL in writing shall not be applicable, even if GL has not expressly rejected them.
- Deviations from these general conditions are only effective if confirmed in writing by GL.

2. Quotations & Conclusion of Contract

- Our quotations are subject to change without notice and are not binding. For them to take legal effect, declarations of acceptance and all orders require our confirmation in writing or by fax. This also applies to supplements, alterations or ancillary agreements .
- The details contained in our quotations, prospectuses, circulars, advertisements, illustrations and price lists on dimensions, weight, capacity, performance, price and so on are only approximate unless they have been expressly stated by us as binding.

3. Prices

- Our prices are net prices and refer to ex.Rotterdam unless otherwise agreed in writing. Value added tax at the rate in force at the time is added to the price.
- Our prices are calculated and agreed on the basis of the cost factors effective at the time the contract is concluded; this also applies in so far as these are determined by legal regulations and/or official directives. Costs and price changes which arise after conclusion of the contract or account of legal, official or European Community measures and/or hindrances in the transport to the works of the raw materials or the shipment of the goods purchased will be charged to the customer.

4. Delivery time

- Delivery dates, which may be agreed as binding or nonbinding, must be confirmed in writing.
- If a delivery time has not been agreed, delivery shall be made when reasonably possible.
- The delivery time begins with the dispatch of the order confirmation, but not, however before delivery of any documents, permits and approvals to be provided by the customer and not before receipt of any agreed deposit.
- Even if Globalliners has agreed binding delivery times, Globalliners shall not be held responsible for delays in supply and performance arising from force majeure. These include in particular strike, lockout, official directives, etc. including such cases where these affect our suppliers or their subcontractors. Such delays allow us to put off the supply or performance for the duration of the hindrance plus an appropriate adjustment period, or to withdraw partially or completely from the contract on account of the non-fulfilled part.
- If the hindrance lasts longer than 3 months, the customer is entitled, after allowing an reasonable extension, to withdraw from the contract with regard to the nonfulfilled part. If the delivery time is extended, or if we are released from our obligation(s), the supplier cannot infer any claims for damages from this. The customer can only appeal to the circumstances named herein if he informs us without delay.
- GL is always entitled to make part deliveries and performances.

5. Transmission of risk

- The risk passes to the customer as soon as the goods are handed over to the person carrying out the transport or as soon as the goods have left the works or storage facility for purposes of shipment; this applies whether or not the shipment occurs from the place of fulfilment and independently of who bears the freight costs. If so requested by the customer, the shipment will be insured by us at his cost against theft, breakage, transport, fire and water risks and against other risks which can be insured. If not it is at clients risk and expense.

6. Notification of defects

- Notifications of defects and complaints relation to quantities are to be made by the customer without delay, and at the latest within one week of receipt of the goods, in writing, by telegraph or fax in such a manner that we can check whether the notification has occurred on time and whether the complaint is justified. In case of hidden defects, the period for notification begins with discovery of the defect.
 - The customer is obligated to keep the goods in question at the inspection location ready for examination by us and/or our suppliers. Otherwise, all claims by the customer are excluded. If the shipping agent accepts the goods without complaint, the packaging shall be considered to be in order. Liability for defects and damages relating to quantities is excluded as soon as the customer resells the goods, ships them on or has begun to process them.
 - Each delivery or part delivery shall be considered to be an independent transaction so that any defects of one delivery or part delivery shall have no legal consequence whatsoever for other deliveries or part deliveries.
1. In the event of failure to notify defects on time or correctly, the goods shall be considered to have been accepted. If we sell "according to sample" or "according to specimen", the samples or specimens shall serve only as visual demonstration pieces to convey the approximate character of the goods.
 2. If a complaint is justified, we shall be free to choose between replacing the defective goods with goods that are not defective or reducing the price for the defective part of the goods in our opinion.

7. Payment

- Unless otherwise agreed, our invoices become due immediately on receipt "net cash" and without any deduction. We are entitled, notwithstanding any instructions to the contrary by the customer, to offset payments first against older debts of the customer. If costs and interest have already arisen, we are entitled to offset the payment first against the costs, then against the interest and finally against the principal obligation.
- Bills of exchange and cheques are only accepted when this has been specifically agreed and with a view to payment, and they are credited conditionally and only after the deduction of any charges, interests, costs and taxes that may arise. We accept no liability for any damages regarding punctual presentation, protests, notification or submission to the drawer of bills of exchange and cheques.
- A payment is only considered to have been made when we can avail ourselves of the funds. In case of bills of exchange or cheques a payment is only considered to have been made when the bill of exchange or cheque have been honoured and recourse against us is excluded.
- In the event of failure to pay on time, interest at a rate at least 3% above the discount rate of the Nederlandse Bank valid at the time will be charged from the due date, without any special reminder being necessary.
- The customer is only entitled to offset, withhold or reduce payments, even if defects or counterclaims have been asserted, if the counterclaims have been determined to be legally valid or are not in dispute. No bank fees can be sent forward in Bank Transfers.

8. Design changes

GL reserves the right to make design changes at any time. However, GL is not obliged to also carry out such changes on goods which have already been delivered.

9. Liability

- GL is only liable for damages in case of gross negligence or intent by GL. GL's liability is in any case limited to the amount of the value of the goods.
- GL shall not be liable – under any circumstance – for consequential or indirect loss or damages, such as, but not limited to, loss or damage as a result of business standstills, loss of profit or claims from third parties.
- In any event, GL shall be discharged from all liability whatsoever in respect of the goods unless suit is brought within one year after their delivery or the date when they should have been delivered.
- This article will also apply to GL's agents or subcontractors.
- Claims against GL are only available to the customer and cannot be assigned.

10. Reservation of title

- After delivery of the goods GL shall retain title to them as long as payment of the purchase price plus any associated costs has not been received by GL, or if the customer fails to perform any other part of his obligations under the agreement.
- After GL has invoked its reservation of title, GL may retake possession of the delivered goods. For that purpose, the customer shall allow GL (or its agent or subcontractors) to enter the place where the goods are located.

11. Severability

Should any portion of these conditions be declared invalid or un-enforceable, then such a portion shall be deemed to be severable from these conditions but shall not effect the remainder thereof.

12. Applicable law and jurisdiction

- The agreement and these conditions shall be governed by and construed in accordance with Dutch law and all disputes arising hereunder shall be determined by the District Court of Rotterdam, the Netherlands, to the exclusion of the jurisdiction of the courts of any other country.
- The UN Convention on Contracts for the International Sale of Goods ("CISG"; Vienna, 11 April 1980) is not applicable to (any dispute arising from) the agreement or these conditions.