



KENOSHA cv, Amstelveen

Standard Terms and Conditions of Sale

KENOSHA C.V. (hereinafter referred to as "Seller") agrees to sell and supply to Buyer and Buyer agrees to purchase and accept the products ("Products") described in this invoice ("Invoice") subject to the following:

§1 ACCEPTANCE This Invoice expressly limits acceptance to the terms and conditions set forth herein. This Invoice shall be deemed to be accepted and shall be a binding contract for the sale of the Products upon the first to occur of the following events: (i) Buyer -or its agent executing and delivering the acknowledgment copy of this invoice or issuing a confirmation to Seller: (ii) Buyer's issuance of a purchase order; or (iii) Seller shipping or delivering the Products to Buyer. The terms and conditions set forth in this Invoice shall constitute the sole and exclusive agreement between Seller and Buyer, and shall supersede any inconsistent terms or conditions in any purchase order or other writing of Buyer, unless such changes are approved in writing by Seller.

§2 PACKING AND PRICING

A. Unless otherwise specifically set forth in this Invoice, the stated price does not include charges for any duties, levies, freight charges, packing charges, installation charges and any other charges whatsoever in connection with the Products. B. Method of shipments will be determined by Seller unless otherwise specified in writing. All shipments made by Seller will be made 'COLLECT' to the customer unless otherwise arranged before time of shipment. Damage during shipment is not the responsibility of Seller. C. The prices stated herein are Seller's current prices which are subject to change at any time without notice.

§3 DELIVERY/PRODUCT ACCEPTANCE

A. Unless otherwise set forth in this Invoice, Seller shall deliver all Products ex Works Seller's Facilities in accordance with the Uniform Commercial Code in effect in the Country of Origin. All risk of loss shall pass to Buyer upon collection of the Products from Seller's facility or that of Seller's contract manufacturer, irrespective of country. B. Shipping and delivery dates are approximate and are given by Seller in good faith, but are not guaranteed unless otherwise specifically agreed in writing. Buyer shall be responsible for all storage and other costs relating to Buyer's failure to accept delivery. C. Seller retains the right to make partial deliveries of Product and to Invoice the same individually. Seller also maintains the right to ship +/- 15% of the ordered quantity of Product to Buyer. D. Products delivered to Buyer shall be deemed accepted by the Buyer unless the Buyer notifies the Seller in writing, within forty-eight (48) hours of delivery in the event of damage during shipment, or within fifteen (15) days of delivery in the event of any defect or shortage of the Products under the terms hereof. All Product damaged during shipment must be signed in as damaged on the bill of lading, or the damage claim will not be processed.

§4 PAYMENT

A. Unless otherwise specified in this Invoice, payment by Buyer shall be due 30 days after shipment or collection of the Products by Seller. Time of payment is of the essence. B. Shipments, deliveries and performances of work shall at all times be subject to approval by the Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or upon such other terms and conditions satisfactory to Seller's credit department. C. Any amounts not paid within stated terms shall bear interest at a rate of one and one half percent (1 ½%) per month or the highest rate permitted under the law of the Netherlands. In any action by Seller against Buyer to collect payment, Buyer shall pay or reimburse Seller for any and all costs and expenses, including, without limitation, reasonable attorney's fees, incurred by Seller in connection with such action.

§5 WARRANTY

A. Seller warrants that the Products will be free of defects in materials and workmanship and will perform in accordance with the technical specifications in the applicable catalog of Seller for a period of six months from the date of delivery. All statements, technical information and recommendations provided to Buyer are based on tests Seller believes to be reliable, but the accuracy or completeness thereof is not guaranteed. Seller's warranty does not extend to the manufacture of Products to designs provided by Buyer. The Buyer is responsible to determine the suitability of all Products for their intended use, and the Buyer assumes all risks and liability whatsoever in connection therewith. B. Any action on a breach of Seller's obligations under this Invoice must be commenced within one year of shipment date. C. Seller's warranty does not apply to any Products to the extent they have been subject to (1) other than normal wear and tear, or (2) improper use, improper installation, improper repair by unauthorized service personnel, tampering, negligence, abuse or accident. D. Buyer's sole and exclusive remedy in any action against Seller shall be the replacement of any of the Products that, after examination by Seller, are determined to be defective or non-conforming to their specifications. The Buyer specifically agrees that the Seller will not be liable under any circumstances to the Buyer for economic, special, incidental or consequential damages or losses of any kind whatsoever, including, but not limited to, loss of anticipated profits and any other loss caused by a defect or non-conformity in any of the Products.

E. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

§6 CANCELLATIONS

Orders may be cancelled by the Buyer if production has not commenced and raw materials specific to the order have not been ordered. If a custom order is in the production cycle upon cancellation, the customer will not be permitted to cancel the order. If an order has been made, but not shipped, the order may be cancelled only if the Product is a "stock" Product, and the Buyer may be charged a 25% cancellation fee. Orders may not be cancelled if the order has shipped prior to a cancellation request.

§7 RETURN POLICY

Buyer should contact its sales representative if it wishes to return all or part of an order based upon a quality issue. In the case of a packaging or damage issue, Buyer should contact its customer service representative. In the case of a return, a return authorization number will be issued. In many cases, the Seller can salvage all or a portion of returned Product.

Therefore, the material must be packaged in the original boxes and in a manner to prevent damage during shipment back to Seller's facility. If "stock" Product is returned for non-quality reasons other than packaging errors, the customer will be responsible for a 15% restocking fee and for any and all freight charges in sending the material back to Seller. Custom Product may not be returned after shipment.

§8 INTELLECTUAL PROPERTY

Any intellectual or industrial property rights of whatever kind created by, relating to, or obtained through the production of the Products covered by this invoice shall belong to and remain the sole property of Seller. Seller retains title and all associated rights to any of its intellectual property supplied to Buyer, including, but not limited to, trademarks, trade names, copyrights and patents. No drawings, specifications or other information provided by Buyer to Seller shall be deemed to be confidential information unless specifically designated as confidential in writing by Buyer. The Buyer agrees to pay all costs (including attorney's fees) of any action brought by Seller to enforce its intellectual property rights.

§9 TERMINATION

Seller may (without prejudice to its other rights or remedies) terminate or suspend Seller's performance of the whole or any outstanding part of this Invoice while investigating any claim relating to prior shipments (under any Invoice) of Products or in the event of any of the following circumstances: (i) Buyer fails to take delivery of or to pay for the Products as required herein, or breaches any other term of this Invoice or any other agreement between Seller and Buyer; (ii) Buyer becomes bankrupt or insolvent or if a receiver takes possession of any material part of Buyer's assets; or (iii) reasonable grounds for insecurity arise with respect to the performance by Buyer of its obligations under this invoice.

§10 APPLICABLE LAW

The rights and obligations of the parties hereto shall be determined according to the laws of The Netherlands and this Invoice and the contract arising therefrom shall be deemed to be made in The Netherlands.

§11 TAXES

Any taxes, excises, or fees whatsoever of any National, State or local government or any subdivisions thereof arising in connection with the manufacture and sale of the Products will be paid by Buyer.

§12 LIABILITY/INDEMNITY

Buyer agrees to indemnify and hold Seller free and harmless at all times from and against any and all claims and liabilities (including attorney's fees) arising from Buyer's breach of the terms of this Invoice.

§13 AMENDMENTS/WAIVER

No agreement or understanding to modify this Invoice shall be binding upon Seller unless made in writing and signed by Seller. Any waiver of any breach or any provision of this Invoice must be in writing and signed by the party against whom the waiver is to be charged.



Schweitzerlaan 70, 1187 JD Amstelveen – THE NETHERLANDS

Tel.: +31 20 4539126 / Fax: 31 (0)84 747 0860 www.kenoshatapes.com