

**GENERAL CONDITIONS FOR DELIVERY
TO NON-CONSUMERS**



FROM:
Perfect Care BV
Logistiekweg 18
NL-4906 AB Oosterhout, the Netherlands

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Hereafter called: Vendor

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Article 1 Definitions

1. These General Conditions shall make use of the following concepts in the following meaning, unless expressly indicated otherwise:

Vendor: the user of these General Conditions;

Purchaser: each legal person and partnership who intends and/or concludes an Agreement with Vendor.

Article 2 General

1. The stipulations of these General Conditions apply for each offer and each Agreement between Vendor and Purchaser to which Vendor has declared these Conditions applicable, in as far as Parties have not expressly deviated from these Conditions in writing.

2. The applicability of General Conditions of the Purchaser is expressly rejected.

3. If one or more of the stipulations of these General Conditions are void or should become void, the other stipulations of these General Conditions remain fully applicable. Vendor and Purchaser shall then enter into consultations in order to agree on new stipulations to replace the void or annulled stipulations, whereby the objective and the intention of the original stipulation shall be taken into account as much as possible.

Article 3 Offers and tenders

1. All offers are fully free of obligations and can be recalled, revoked, or modified by Vendor within five (5) business days after the notification to Vendor on the acceptance of his offer. Errors occurring in an offer, advice provided by Vendor within the framework of an offer, and (general) information not exclusively aimed at Purchaser do not bind Vendor.

2. The tenders issued by Vendor are valid for thirty days, unless stated otherwise. Vendor is only bound to the tenders if the acceptance thereof takes place by Purchaser in writing within thirty days.

3. If the acceptance (on minor issues) deviates from the offer included in the tender, a new offer by Purchaser is concerned, and Vendor is not bound to this, unless Vendor accepts this new offer. Acceptance by Vendor of this new offer takes place in writing and/or with starting to implement the Agreement.

4. A composed price quotation does not oblige Vendor to delivery of a part of the items included in the offer or tender at a corresponding part of the quoted price.

5. Offers or tenders do not automatically apply to subsequent orders.

Article 4 Implementation of the Agreement

1. Vendor shall execute the Agreement to the best of his knowledge and capabilities as Well as in accordance with the requirements of good entrepreneurship. Such all based on the current scientific knowledge.
2. If and in as far as a proper implementation of the Agreement requires so, Vendor has the right to have certain activities carried out by third Parties.
3. Purchaser sees to it that all data of which Vendor indicates that this is necessary or of which Purchaser in all reason should understand that this is necessary for the implementation of the Agreement, is provided timely to Vendor. If Vendor has not been provided timely with the data necessary for the implementation of the Agreement, Vendor is entitled to postpone the implementation of the Agreement and/or to charge the extra costs resulting from the postponement to Purchaser, in accordance with the usual rates.
4. Vendor is not liable for damage, of whichever nature, as a result of incorrect and/or incomplete data provided by the client which Vendor assumed, unless this incorrectness or incompleteness should have been known to Vendor.
5. If it is agreed that the Agreement is implemented in phases, Vendor can postpone the implementation of those parts that belong to a subsequent phase until the Purchaser has approved of the results of the phase prior to that in writing.
6. If Vendor or third Parties contacted by Vendor within the framework of the order carry out activities on location of Purchaser or a located indicated by Purchaser, Purchaser sees to the in all reason desired facilities for those employees free of charge.
7. Purchaser indemnifies Vendor against possible claims from third Parties which suffer damage in relation to the implementation of the Agreement and which can be attributed to Purchaser.

Article 5 Delivery

1. Delivery takes place ex factory/shop/warehouse of Vendor, unless expressly agreed otherwise.
2. Delivery times in tenders of Vendor are indicative and in case they are exceeded do not entitle the Purchaser to annulment or damages, unless expressly agreed otherwise.
3. If delivery takes place based on "Incoterms", the "Incoterms" that were applicable at the time of conclusion of the Agreement shall apply.
4. Purchaser is obliged to purchase the items at the time that Vendor delivers or has delivered those to him and/or at the time by which they have been made available to him in accordance with the Agreement.
5. If the Purchaser refuses or is in default with the provision of information or instructions which are necessary for the delivery, Vendor is authorised to store the items at the expense and risk of Purchaser.
6. If the items are delivered, Vendor is entitled to charge possible delivery costs. These will then be invoiced separately.
7. If Vendor requires data from Purchaser within the framework of the implementation of the Agreement, the delivery time starts after Purchaser has made this available to Vendor.

8. If Vendor has indicated a term for delivery this is indicative. A delivery time indicated is therefore never a fatal term. If a term is exceeded, Purchaser should put Vendor in default in writing.

9. Vendor is entitled to deliver the items in parts, unless this is deviated from in the Agreement or no independent value can be ascribed to the partial delivery. Vendor is entitled to invoice the thus delivered items separately.

Article 6 Samples and models

1. If a sample or model has been shown or provided to Purchaser, it is only assumed to have been provided as an indication that the item should comply with it, unless it is expressly agreed that the item will indeed comply with it.

2. In case of Agreements regarding an immovable property, the statement of the surface or other dimensions or indications are also assumed to be an indication only, without the item having to comply with this.

Article 7 Inspection, claims

1. Purchaser is obliged to inspect (have inspected) the delivered goods by the time of delivery, but at least within the shortest possible term. Thereby Purchaser should inspect whether the quality and quantity of the delivered goods comply with what was agreed upon, or at least complies with the requirements that apply in regular (business) transactions.

2. Possible visible faults or shortages should be reported within three days after delivery to Vendor in writing. Non-visible faults or shortages should be reported within three weeks after discovery but at the latest within 12 months after delivery.

3. Should Purchaser wish to return faulty items, then this only takes place if Purchaser has obtained prior written permission from Vendor to do so, and in the way as indicated by Vendor. The acceptance of returned items does not apply the acknowledgment by Vendor of the reason of the return shipment. If a claim is lodged timely in accordance with this Article Section, the items returned by Purchaser to Vendor remain at the risk of Purchaser and Purchaser remains obliged to pay the agreed prices and rates, until Vendor has credited for these items. If Vendor does not accept returned items, Purchaser is obliged to reimburse Vendor for the costs made by Vendor in relation to the returned items.

Article 8 Remunerations, price, and costs

1. The prices used by Vendor are excluding VAT and possible other levies, as well as possible costs to be made within the framework of the Agreement, including shipping and administration costs, unless indicated otherwise.

2. If Vendor has agreed a fixed purchase price with Purchaser, Vendor is nevertheless entitled to increase the price.

3. Among other things, Vendor may on-charge other price increases, if between the moment of the offer and implementation of the Agreement significant price modifications have occurred with regard to for example exchange rates, wayer, raw materials, semi-manufactured articles, packing materials.

Article 9 Modification of the Agreement

1. If during the implementation of the Agreement it appears that for a proper implementation thereof it is necessary to modify and/or add to the activities to be carried out, Parties will timely and in mutual consultations modify the Agreement accordingly.
2. If Parties agree that the Agreement is modified and/or added to, the time of completion of the implementation thereof can be influenced as a result of that. Vendor shall inform Purchaser on this as soon as possible.
3. If the modification of and/or addition to the Agreement has financial and/or qualitative consequences, Vendor shall notify the Purchaser thereof in advance.
4. If a fixed rate was agreed upon, Vendor shall thereby indicate in how far the modification of or addition to the Agreement results in exceeding this fixed rate.
5. In deviation of what is determined in this regard, Vendor shall not be allowed to charge additional costs if the modification or addition is the result of circumstances that can be attributed to him.

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Article 10 Payment

1. Payment should take place within 30 days after invoice date in a way indicated by Vendor in the currency of the invoice. Complaints about the height of invoices do not postpone the payment obligation.
2. If Purchaser remains in default in paying within the term of 30 days, then Purchaser is legally in default. Purchaser then forfeits an immediately claimable fine of 15% on the amount still due, with a minimum of 250 Euros. Purchaser is then furthermore due interest of 1% per month, unless the legal interest is higher, in which case the legal interest applies on the amount still due. The interest on the claimable amount shall be calculated from the moment that Purchaser is in default until the moment of payment of the complete amount due. In the situation as intended here, Purchaser is furthermore due the amount of the costs made by Vendor for legal assistance judicially and extra-judicially - including the non-liquidated proceedings costs - to Vendor.
3. If Purchaser does not fully comply with, or not within the applicable payment term, with his payment obligations, Vendor is entitled to fully postpone his obligations towards Purchaser.
4. In case of liquidation, bankruptcy, seizure or postponement of payment of the Purchaser, the claims of Vendor on Purchaser are immediately claimable.
5. Without prejudice to stipulations of peremptory law, Purchaser is not entitled to postpone his payment obligations towards Vendor and/or to settle those with (payment) obligations of Vendor towards Purchaser.
6. Vendor is entitled to deduct the payments made by Purchaser in the first place from the costs, subsequently from the interest due, and finally from the main sum and the current interest. Vendor can, without coming in default as a result thereof, refuse an offer to payment if Purchaser assigns a different order for the attribution. Vendor can refuse the full payment of the main sum if therewith not also the due and current interest as well as the costs is paid.
7. Vendor has the option to charge a credit limitation surcharge of 2%. This surcharge is not due in case of payment within 7 days after invoice date.

Article 11 Reservation of ownership

1. All items delivered by Vendor remain the property of Vendor until Purchaser has complied with all subsequent obligations resulting from Agreements concluded with Vendor.
2. Purchaser is not authorised to pawn or otherwise burden the items resorting under the reservation of ownership.
3. If third Parties seize on the items delivered under reservation of ownership and/or want to establish or have established rights on them, Purchaser is obliged to inform Vendor on this as quickly as may be expected in all reason.
4. The Purchaser obliges himself to insure and keep insured the items delivered under reservation of ownership against fire, explosion, and water damage as well as against theft, and to provide the policy of this insurance for perusal at the first request of Vendor.
5. Items delivered by Vendor which by virtue of what is established under 1. of this Article resort under the reservation of ownership, may only be sold on within the framework of normal business activities, and may never be used as means of payment.
6. In case Vendor wants to exert its ownership rights as indicated in this Article, the Purchaser already now provides unconditional and irrevocable permission to Vendor or the third Parties to be appointed by him to access all those locations where the property of Vendor is located and to take those items back.
7. In case of bankruptcy of Vendor or if postponement of payment was filed for or if Purchaser is declared as resorting under the Dutch Refining of Debts Natural Persons Act and/or in case of seizure on his movable or immovable goods or in general if legal attachment measures are taken by third Parties against Purchaser, with the objective to obtain payment of claims or damages, Purchaser is obliged, as long as the payment of the agreed purchase sum with regard to the delivery of any item has not taken place, to immediately inform Vendor on the aforementioned circumstances, so that Vendor can apply and safeguard its ownership rights.

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Article 12 Warranty

1. Vendor guarantees that the items to be delivered comply with the usual requirements and standards that can be set to them and that they are free of whichever faults.
2. The warranty as mentioned under 1. also applies if the items to be delivered are intended for use abroad and Purchaser has expressly mentioned this in writing to Vendor by the time the Agreement was concluded.
3. If the items to be delivered do not comply with these guarantees, Vendor shall replace or see to repair of the item within a reasonable term after receipt thereof and/or if returning is in all reason impossible, after written notification regarding the fault by Purchaser, such to the choice of Vendor. In case of replacement Purchaser already now obliges himself to return the replaced item to Vendor and to provide Vendor with the ownership.
4. The warranty mentioned here does not apply if the fault has occurred as a result of injudicious or improper use or if, without written permission from Vendor, Purchaser has or third Parties have applied modifications and/or try to apply those to the item or have applied the item for purposes for which the item is not intended.
5. If the warranty provided for by Vendor concerns an item that was manufactured by a third Party, the warranty is limited to that which is provided for it by the manufacturer of the item.

Article 13 Postponement and annulment

1. Vendor is authorised to postpone the compliance with the obligations or to annul the Agreement if:

- Purchaser does not comply or not completely complies with the obligations from the Agreement;
- After the conclusion of the Agreement circumstances became known to Vendor which provide good reason to fear that Purchaser will not comply with the obligations. In case there are proper reasons to fear that Purchaser will only partially or improperly comply with his obligations, the postponement is only permitted in as far the shortcoming justifies this;
- Purchaser upon conclusion of the Agreement was requested to provide surety for the compliance with his obligations resulting from the Agreement and this surety fails to appear or is insufficient.

2. Vendor is furthermore authorised to annul (have annulled) the Agreement is circumstances occur which are of such nature that compliance with the Agreement becomes impossible or to standards of reasonability and fairness can no longer be requested and/or otherwise circumstances occur which are of such nature that unchanged upholding of the Agreement may in all reason not be expected.

3. If the Agreement is annulled, the claims of Vendor on Purchaser are immediately claimable. If Vendor postpones the compliance with its obligations, it retains its claims resulting from the Law and the Agreement.

4. Vendor always retains the right to claim damages.

Article 14 Return of items made available

1. If Vendor has made items available to Purchaser upon implementation of the Agreement, Purchaser is obliged to return the thus delivered goods within 14 days in their original condition, free of faults, and in full. If Purchaser does not comply with this obligation, all costs resulting thereof are at his expense.

2. If Purchaser, for any reason whatsoever, after summons to this regard, still remains in default with the obligation mentioned under 1. Vendor is entitled to claim the damage and costs resulting thereof, including the costs of replacement, from Purchaser.

Article 15 Liability

1. If items delivered by Vendor are faulty, the liability of Vendor towards Purchaser is limited to what is arranged for in these Conditions under "Warranty".

2. Vendor sells and delivers item that are manufactured by third Parties. Vendor acts in this regard in the capacity of on-Vendor. All possible warranty stipulations from the manufacturer apply. Vendor does not accept liability for damage that is related to items delivered by him that were manufactured by third Parties.

3. If Vendor is liable for direct damage then that liability is never higher than the invoice value from which the direct damage has occurred. If this is considered as unreasonably burdening by a legal decision that has become judgment which has the force of res judicata, the liability of Vendor is limited to the damage and to the amount for which the insurer of Vendor offers coverage in the concrete case to Vendor.

4. Direct damage is only understood to mean:

- the reasonable costs for the establishment of the cause and the scope of the damage, in as far as the establishment is related to damage in the meaning of these Conditions;
- the possible reasonable costs made in order to have the faulty performance of Vendor comply with the Agreement, unless this fault cannot be attributed to Vendor;
- reasonable costs made in order to prevent or limit damage, in as far as Purchaser demonstrates that these costs resulted in limiting direct damage as intended in these General Conditions.

5. Vendor shall never be liable for indirect damage, including consequential damage, lost profit, missed savings, and damage because of business stagnation.

6. The limitations of liability for direct damage as included in these Conditions do not apply if the damage can be attributed to intent or gross negligence by Vendor or its subordinates.

Article 16 Force Majeure

1. Parties are not obliged to comply with any obligations if they are hindered at that as a result of a circumstance that cannot be attributed to guilt nor by virtue of the Law, a legal action or opinions that regularly apply in everyday life.

2. In these General Conditions force majeure is understood to mean, apart from what it is understood to that means by the Law and jurisprudence, all external causes, foreseen or unforeseen, on which Vendor cannot exert his influence, but because of which Vendor is not capable to comply with his obligations. Labour strikes in the company of Vendor are included in that.

3. Vendor is also entitled to appeal to force majeure if the circumstance that precludes the (further) compliance occurs after Vendor should have had complied with his obligation.

4. During the period that the force majeure continues, Parties can postpone the obligations resulting from the Agreement. If this period lasts longer than two months, each of the Parties is entitled to annul the Agreement, without obligation to remunerate damages to the other Party.

5. In as far as Vendor at the time of the occurrence of force majeure has meanwhile partially complied with his obligations from the Agreement or will be able to comply with those, and the part complied with or to be complied with respectively has an independent value, Vendor is authorised to separately invoice the part already complied with or to be complied with respectively. Purchaser is obliged to settle this invoice as if it were a separate Agreement.

Article 17 Indemnifications

1. Purchaser indemnifies Vendor against claims from third Parties related to rights of intellectual ownership on materials or data provided by Purchaser which are used at the implementation of the Agreement.

2. If Purchaser provides Vendor with data carriers, electronic files, or software, etc, he guarantees that the data carriers, electronic files, or software are free of viruses and faults.

Article 18 Intellectual ownership

1. All intellectual ownership rights, such as copyrights, on the designs, sketches, models, drawings, movies, software, names and other materials or (electronic) files made available or materialising within the framework of the Agreement by Vendor, belong to Vendor or his licence provider, regardless whether they have been made available to Purchaser or to third Parties, unless agreed otherwise.
2. Purchaser is not permitted to make modifications to the items as mentioned in Section 1 of this Article, unless result differently from the nature of the delivered item or agreed otherwise in writing.
3. All documents provided by Vendor, such as designs, sketches, models, drawings, movies, software, names and other materials or (electronic) files etc. are exclusively intended to be used by Purchaser in accordance with the objective which they have been provided for and may not be reproduced, published, modified or brought to the knowledge of third Parties without prior permission from Vendor, unless results differently from the nature of the provided documents or the Agreement.
4. Vendor reserves the right to use the possibly increased knowledge acquired during the implementation of the activities for other purposes, in as far as no confidential information is thereby brought to the attention of third Parties.

Article 19 Confidentiality

1. Both Parties are obliged to confidentiality of all confidential information that they have obtained from each other or from another source within the framework of their Agreement. Information is deemed to be confidential if this is notified by the one Party or if this results from the nature of the information.
2. If based on a legal stipulation or a sentence of the judge Vendor is obliged to provide confidential information to third Parties appointed by the Law or the competent judge, and Vendor cannot appeal in this matter on a legal and/or by the competent judge recognised or permitted entitlement to refuse to give evidence, then Vendor is not obliged to pay damages and the counterParty is not entitled to annul the Agreement based on any damage that results from this.

Article 20 No take-over of staff

1. During the tenure of the Agreement as well as one (1) year after annulment thereof, Purchaser shall by no means, except after proper business consultations were held with Vendor, employ employees of Vendor or of companies that Vendor has called upon for the implementation of this Agreement and who are/were involved in the implementation of the Agreement, or have them otherwise work for him, be it directly or indirectly.

Article 21 Disputes

1. The judge in the place of established of Vendor is exclusively competent to be informed on disputes. Nevertheless Vendor is entitled to present the dispute to the legally competent judge.
2. Parties shall only call for legal intervention after they have done their utmost to solve a dispute in mutual consultations.

Article 22 Applicable law

1. Each Agreement between Vendor and Purchaser is governed by Dutch Law. The Vienna Sales Convention is expressly excluded.

Article 23 Modification, explanation, and location of the Conditions

1. These Conditions are deposited with the offices of the Chamber of Commerce in Brabant Province.

2. In case of explanation of the contents and meaning of these General Conditions, the Dutch text thereof is always leading.

3. Applicable are always the latest deposited version and/or the version as it applied at the time of the materialisation of the Agreement.



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