

General Conditions of Sale and Delivery BOTTLER

of Bottler B.V., with its registered office and principal place of business at Zwaluwlaan 1, 2211 LD Noordwijkerhout, the Netherlands, email info@Bottler.nl, website www.Bottler.nl.

These General Conditions are filed with the Chamber of Commerce of the Netherlands.

Article 1 - Definitions

In these General Conditions of Sale and Delivery the following terms have the following meanings:

Agreement: the agreements between the Supplier and the Client on the basis of which BOTTLER is produced and supplied by the Supplier;

Client: the natural or artificial person who has given the Supplier the instruction to manufacture and supply BOTTLER;

General Conditions: the General Conditions of Sale and Delivery BOTTLER;

BOTTLER: the Supplier's standard product with the name BOTTLER and the related accessories.;

Bottler order form: the form containing inter alia the Client's wishes with respect to BOTTLER and its price;

Supplier: Bottler B.V., with its registered office and principal place of business in the Netherlands, listed in the Dutch Trade Register of the Chamber of Commerce and Industry of The Netherlands under number 28110809.

Article 2 - Applicability

- 2.1 The provisions of these General Conditions apply to all offers of, agreements with, deliveries of and work by the Supplier regarding BOTTLER, unless expressly agreed otherwise in writing.
- 2.2 Any purchasing or other conditions, including general conditions of the Client do not apply, unless they have been accepted by the Supplier in writing.
- 2.3 The Supplier is entitled to amend the General Conditions unilaterally. Amendments also apply to agreements already concluded. Amendments are notified in writing and take effect 30 days thereafter or at a later time as stated in the notice. If the Client has reasonable grounds for not accepting any amendment, it may terminate the Agreement within this period.

Article 3 - Formation of the agreement

- 3.1 An offer exists only after the Supplier has sent the Client the BOTTLER order form. The Agreement is not effected until the Supplier has received the BOTTLER order form completed and signed from the Client.
- 3.2 All the Supplier's offers are subject to contract and will lapse if they do not result in an Agreement within 30 days of the date of the offer. Earlier offers will be deemed to have been withdrawn after submission of a new offer.

Article 4 - Delivery and instalments

- 4.1 The Supplier will inform the Client of the expected delivery period of BOTTLER within 10 working days of receiving the BOTTLER order form completed and signed by the Client. The production of BOTTLER will not commence until the payment or instalment referred to in Article 5.2 has been received.
- 4.2 The delivery period mentioned by the Supplier will be observed as far as possible, but this period will not be considered as a deadline. The Supplier will in any case never be bound by a delivery period which cannot be achieved due to non-attributable shortcomings as referred to in Article 9 of these General Conditions.

- 4.3 Dispatch and transport of BOTTLER will always take place at the Supplier's expense and risk, unless the Supplier and the Client agree otherwise in writing.
- 4.4 From the moment of delivery, BOTTLER will completely be at the Client's risk, which includes the risk of damage to or destruction or deterioration of BOTTLER, due to fire, water, theft, etc.
- 4.5 BOTTLER will be sent by courier. The Client will be informed of the expected date of dispatch not later than two weeks before dispatch.

Article 5 - Prices and payment

- 5.1 All prices stated by the Supplier are ex works, in euros (€) and are exclusive of turnover tax and other costs, including but not limited to costs of dispatch, transport, insurance, import duties and other levies.
- 5.2 The total amount agreed for the production and delivery of BOTTLER will be payable by the Client as follows: 25% within 7 days of the date of signing the BOTTLER order form by the Client and 75% before the dispatch of BOTTLER.
- 5.3 If the Client has not paid in time, the Client will be in default on the due date of the invoice by operation of law, without further notice of default being required.
- 5.4 If payment by the Client is not made or is not made in time, it will owe interest of 1% per month on the outstanding amount, part of a month being counted as a full month, from the date on which payment to the Supplier should have been made until the date of payment in full.
- 5.5 All judicial and extrajudicial costs of whatever nature which the Supplier has incurred as a result of the failure of the Client to fulfil its obligations towards the Supplier will also be payable by the Client, with a minimum of 15% of the principal and interest due.
- 5.6 In payment by the Client is not made or is not made in time, the Supplier will be entitled to suspend the production or the delivery of BOTTLER until the moment when the Client has fulfilled its payment obligations in full, including the payment of liable interest and costs.
- 5.7 The Supplier reserves the right to pass on to the Client any price increases, for example as a result of increases in prices of suppliers, of raw materials, exchange rates, material costs, labour costs, overhead charges, freight charges or insurance costs, with the proviso that the Client is always entitled to terminate the Agreement if this price increase or these price increases amount to more than 10% of the original order amount.
- 5.8 Any reliance on setoff is excluded, unless the reliance on setoff concerns a claim against the Supplier which this Supplier has unconditionally acknowledged in writing.

Article 6 - Guarantee and complaints

- 6.1 With respect to the delivery of BOTTLER, the Supplier is not subject to guarantee obligations extending beyond the guarantee which this Supplier has acquired from BOTTLER's designer and producer.

- 6.2 Visible defects to the paintwork of BOTTLER must be reported by the Client to the Supplier immediately after delivery. Other defects must be reported to the Supplier within 10 days after delivery but in any case within 10 days of discovery, failing which the Client's guarantee claims will lapse.
- 6.3 Subject to the above-mentioned restrictions, the Supplier grants limited lifetime guarantee on BOTTLER, unless indicated otherwise. This guarantee does not apply if the defect is due to a) deliberate damage, b) lack of care, c) failure to follow the instructions for use or d) normal wear and tear.
- 6.4 All guarantee claims will lapse if third parties have carried out repairs or other work to BOTTLER without the Supplier's permission.

Article 7 - Personal details

The Client expressly allows the Supplier to process his or her personal details and include them in a database. The Supplier will only use the Client's personal details for the analysis and improvement of its services, for marketing purposes and for personal approach.

Article 8 - Liability

- 8.1 The Supplier is not liable for any loss arising from the formation or the implementation of the Agreement with the Client, unless determined otherwise in this article.
- 8.2 The Supplier is exclusively liable for direct loss occurring as a result of an attributable shortcoming relating to BOTTLER, in the following circumstances and not exceeding the following amounts:
- loss as a result of death or physical injury, to an amount not exceeding € 250,000 per occurrence and not exceeding € 500,000 a year;
- loss as a result of damage to property of the Client or of third parties, to an amount not exceeding € 15,000 per occurrence and an amount of € 30,000 a year.
- 8.3 The Supplier is not liable for indirect loss as a result of a shortcoming of the Supplier whether attributable or not in the performance of the Agreement, except in the event of an intentional act or gross negligence of the Supplier, in which event the maximum amounts mentioned above in Article 8.2 will apply. Indirect loss includes inter alia trading loss and consequential loss as well as loss of turnover and decreased goodwill in the Client's company or profession.
- 8.4 The Client must report loss to the Supplier in writing as soon as possible, but not later than 30 days of its occurrence. Loss which has not come to the Supplier's attention within this period does not qualify for compensation, unless the Client demonstrates that he or she was unable to report the loss earlier.
- 8.5 The Client is in any event under a statutory obligation to limit the loss and to enable the Supplier to remedy the loss.
- 8.6 If the Supplier is held liable by a third party with respect to any loss for which it is not liable under the Agreement with the Client or these General Conditions of Sale and Delivery, the Client will fully indemnify it in this respect and will compensate the Supplier for all that it must pay this third party.

Article 9 - Force majeure

- 9.1 Shortcomings of the Supplier in the fulfilment of the Agreement may not be attributed to the Supplier if they are not caused by its fault, whether pursuant to the law, under the Agreement or by common consent.
- 9.2 Shortcomings of the Supplier in the fulfilment of the Agreement with the Client as a result of war, unrest, floods, congestions in transport, delays or restrictions in or discontinuation of the supply by public utilities, shortages of coal, gas, mineral oil products or other means to generate power, fire, machine breakdown and other accidents, strikes, exclusions, industrial action by trade unions, export restrictions, other government measures, non-delivery of necessary materials and semi-finished products by third parties, shortcomings of the designer or BOTTLER's producer, intentional act or gross negligence of auxiliary persons and other similar circumstances will be deemed not attributable to the Supplier and do not entitle the Client to terminate the Agreement or to demand compensation for loss.

Article 10 - Termination or postponement of delivery

- 10.1 If the Agreement is terminated by the Supplier as a result of a cause attributable to the Client, the Client is liable to the Supplier for the actual loss incurred by the Supplier with a minimum of 50% of BOTTLER's order value.
- 10.2 In the event of a postponement of delivery of BOTTLER at the Client's request or due to a cause attributable to the Client, the Supplier will be entitled to demand from the Client any remaining amount and payment of interest from the date on which the delivery should have taken place in accordance with the Agreement.

Article 11 - Disputes

- 11.1 Any disputes between the Supplier and the Client are exclusively subject to Dutch law.
- 11.2 The District Court of Amsterdam, the Netherlands, is exclusively competent to hear all disputes arising from offers of the Supplier and agreements between the Supplier and the Client, whatever named and in the broadest sense.

Article 12 - Concluding provisions

- 12.1 If a provision of the General Conditions or any related agreement should be void or voidable, this will not affect the validity of the other provisions of the General Conditions. In such an event the Supplier and the Client will agree on an alternative legally valid provision which conforms to the original provision as far as possible.
- 12.2 In all cases in which the Agreement ends, the relations between the parties will remain governed by the General Conditions insofar as this is necessary for the finalization of outstanding matters under the Agreement.