

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

OF FLEXIBLES B.V., with its registered office in Hoofddorp and principal place of business in (2105 MG) Heemstede, at Herenweg 133, hereinafter "NORDEX FLEXIBLES", registered with the Chamber of Commerce in Haarlem under number 34266829. These General Terms and Conditions have been filed at the office of the court in Haarlem under number 16/2007.

ARTICLE 1: SCOPE

- 1.1 THESE GENERAL TERMS AND CONDITIONS APPLY TO ALL AGREEMENTS CONCLUDED WITH THE BUYER BY NORDEX FLEXIBLES, THEIR CONCLUSION AND FURTHERMORE TO ALL QUOTATIONS SUBMITTED BY NORDEX FLEXIBLES. THE TERM "BUYER" SHALL MEAN ANY PARTY IN A CONTRACTUAL RELATIONSHIP WITH NORDEX FLEXIBLES UNDER A CONTRACT OF SALE OR SOME OTHER KIND OF AGREEMENT CONCLUDED WITH NORDEX FLEXIBLES AND ANY PARTY WISHING TO CONCLUDE A CONTRACT OF SALE OR SOME OTHER KIND OF AGREEMENT WITH NORDEX FLEXIBLES.
- 1.2 THESE GENERAL TERMS AND CONDITIONS MAY ONLY BE WAIVED TO THE EXTENT AGREED BY NORDEX FLEXIBLES AND THE BUYER IN WRITING.
- 1.3 THE APPLICABILITY OF ANY GENERAL TERMS AND CONDITIONS OF THE BUYER IS EXPRESSLY REJECTED.

ARTICLE 2: QUOTATION/AGREEMENT

- 2.1 ALL QUOTATIONS SUBMITTED BY NORDEX FLEXIBLES ARE WITHOUT OBLIGATION.
- 2.2 ORDERS FROM THE BUYER SHALL ONLY BIND NORDEX FLEXIBLES ONCE THE ORDER HAS BEEN CONFIRMED BY NORDEX FLEXIBLES IN WRITING OR IF NORDEX FLEXIBLES HAS STARTED ON THE EXECUTION OF THE ORDER.
- 2.3 AN AGREEMENT SHALL ONLY BE CONCLUDED BY THE WRITTEN CONFIRMATION OF NORDEX FLEXIBLES OR BECAUSE NORDEX FLEXIBLES HAS STARTED ON THE EXECUTION OF THE ORDER.
- 2.4 NOTWITHSTANDING THE PROVISIONS LAID DOWN IN ARTICLE 4.3, CHANGES TO THE AGREEMENT SHALL ONLY BE VALID IF THEY HAVE BEEN AGREED IN WRITING BY NORDEX FLEXIBLES AND THE BUYER.
- 2.5 CANCELLATION BY THE BUYER OF AGREEMENTS CONCLUDED WITH NORDEX FLEXIBLES IS ONLY POSSIBLE AGAINST PAYMENT OF THE INVOICE AMOUNT TO NORDEX FLEXIBLES IN FULL.

ARTICLE 3: DELIVERY

- 3.1 THE DELIVERY PERIOD OF THE GOODS TO BE SUPPLIED TO THE BUYER BY NORDEX FLEXIBLES SHALL START ON THE DATE OF THE CONCLUSION OF THE AGREEMENT OR, WHERE THIS TAKES PLACE LATER, ON THE DAY ON WHICH AN AGREED DOWN PAYMENT IS PAID IN FULL AND RELEVANT INFORMATION TO BE PROVIDED BY THE BUYER FOR THE PERFORMANCE OF THE AGREEMENT HAS BEEN RECEIVED.
- 3.2 UNDER NO CIRCUMSTANCES SHALL THE DELIVERY PERIODS QUOTED BY NORDEX FLEXIBLES BE REGARDED AS DEADLINES, UNLESS OTHERWISE EXPRESSLY STATED IN WRITING. THE BUYER HAS NO RIGHT TO DISSOLVE THE AGREEMENT WITH NORDEX FLEXIBLES ON THE GROUNDS OF THESE PERIODS BEING EXCEEDED.
- 3.3 IN THE EVENT OF OVERDUE DELIVERY, THE BUYER MUST GIVE NORDEX FLEXIBLES NOTICE OF DEFAULT IN WRITING AND NORDEX FLEXIBLES MUST BE GRANTED A FURTHER PERIOD OF AT LEAST 14 CALENDAR DAYS TO MEET ITS DELIVERY OBLIGATION, UNLESS REASONABLENESS AND FAIRNESS JUSTIFY A LONGER PERIOD IN THE CIRCUMSTANCES.
- 3.4 UNLESS OTHERWISE AGREED IN WRITING, DELIVERY CARRIAGE PAID TO THE BUYER'S ADDRESS SHALL BE INCLUDED IN THE SELLING PRICE FOR A TRANSACTION BETWEEN THE BUYER AND NORDEX FLEXIBLES WITH A MINIMUM INVOICE AMOUNT OF 1,000 EUROS EX VAT. NORDEX FLEXIBLES RESERVES THE RIGHT TO CHARGE THE BUYER A CONTRIBUTION TOWARDS THE FREIGHT CHARGES TO BE DETERMINED BY NORDEX FLEXIBLES FOR TRANSACTIONS WITH AN INVOICE AMOUNT OF LESS THAN 1,000 EUROS EX VAT. NORDEX FLEXIBLES ALSO RESERVES THE RIGHT TO CHARGE THE BUYER FREIGHT COSTS IF THE GOODS ARE SENT TO THE BUYER URGENTLY AT THE REQUEST OF THE BUYER.
- 3.5 THE RISK OF THE GOODS SHALL PASS TO THE BUYER WHEN THE BUYER SIGNS FOR RECEIPT OF THE GOODS.
- 3.6 NORDEX FLEXIBLES IS ENTITLED TO MAKE PARTIAL DELIVERIES. EACH PARTIAL DELIVERY WILL BE REGARDED AND TREATED AS A SEPARATE DELIVERY, WITH ALL THE ASSOCIATED LEGAL CONSEQUENCES.
- 3.7 ALL DESIGNS, PRINTING BLOCKS, ETC., MADE BY OR ON BEHALF OF NORDEX FLEXIBLES, WHETHER OR NOT AT THE REQUEST OF THE BUYER, EVEN IF THE BUYER HAS BEEN OR WILL BE CHARGED WHOLLY OR PARTIALLY FOR THEM, SHALL REMAIN THE PROPERTY OF NORDEX FLEXIBLES. NORDEX FLEXIBLES CAN CHARGE THE BUYER THE COSTS OF DESIGNS, PRINTING BLOCKS, ETC., MADE FOR THE PURPOSES OF A QUOTATION REQUESTED BY THE BUYER.
- 3.8 FOR THE GOODS SUPPLIED BY NORDEX FLEXIBLES VARIATIONS FROM THE AGREED SPECIFICATIONS SHALL BE PERMISSIBLE IN ACCORDANCE WITH THE PROVISIONS LAID DOWN IN THE GENERAL TRADE RULES FOR SALE OF PAPER AND PAPER BOARD OF THE SCANDINAVIAN PAPER MAKERS ASSOCIATION IN STOCKHOLM. THESE TERMS AND CONDITIONS WILL BE SENT TO THE BUYER BY NORDEX FLEXIBLES AT THE REQUEST OF THE BUYER.
- 3.9 AS REGARDS THE QUANTITY OF THE GOODS SUPPLIED, NORDEX FLEXIBLES SHALL HAVE PERFORMED IN ACCORDANCE WITH THE ORDER WHERE VARIATIONS DO NOT EXCEED 10% ABOVE OR BELOW THE AGREED QUANTITY, UNLESS OTHERWISE AGREED IN WRITING. BILLING SHALL BE BASED ON THE ACTUAL QUANTITY DELIVERED.

ARTICLE 4: PRICES AND PAYMENT

- 4.1 ALL PRICES USED BY NORDEX FLEXIBLES EXCLUDE VAT UNLESS OTHERWISE STATED.
- 4.2 THE PRICES USED BY NORDEX FLEXIBLES ARE BASED ON COST FACTORS PREVAILING ON THE DATE OF THE QUOTATION SUBMITTED BY NORDEX FLEXIBLES AND FAILING THAT OF THE BUYER'S ORDER.
- 4.3 IF ONE OF THE COST-DETERMINING FACTORS (SUCH AS, BUT NOT LIMITED TO, COMMODITY PRICES, PURCHASE PRICES, LABOUR COSTS, TAX RATES, IMPORT AND EXPORT DUTIES OR EXCHANGE RATE MOVEMENTS) OF A GOOD CHANGES IN THE PERIOD BETWEEN THE DATE REFERRED TO IN ARTICLE 4.2 AND THE DATE OF DELIVERY, NORDEX FLEXIBLES HAS THE RIGHT TO ADJUST THE AGREED PRICE ACCORDINGLY, IN WHICH CASE THE BUYER HAS THE RIGHT TO DISSOLVE THE AGREEMENT.
- 4.4 UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, PAYMENT MUST BE MADE WITHIN 30 CALENDAR DAYS OF INVOICE DATE.
- 4.5 IF NOT OTHERWISE AGREED IN WRITING, PAYMENT SHALL BE REGARDED AS HAVING BEEN MADE WHEN THE NORDEX FLEXIBLES BANK OR GIRO ACCOUNT HAS BEEN CREDITED OR IN THE EVENT OF PAYMENT TO NORDEX FLEXIBLES IN CASH ON THE DATE OF RECEIPT. NORDEX FLEXIBLES IS ENTITLED TO DEMAND SECURITY FROM THE BUYER FOR OUTSTANDING INVOICES AT ANY TIME.
- 4.6 ONCE THE PERIOD REFERRED TO IN ARTICLE 4.4 HAS ELAPSED, THE BUYER SHALL BE IN DEFAULT WITHOUT NOTICE OF DEFAULT OR DEMAND BEING REQUIRED.
- 4.7 IN THE EVENT OF DEFAULT, 2% INTEREST PER MONTH OR PART OF A MONTH SHALL BE PAYABLE BY THE BUYER ON THE FULL INVOICE AMOUNT, STARTING ON THE DUE DATE OF THE INVOICE. ALL THE COSTS OF LEGAL ASSISTANCE IN AND OUT OF COURT SHALL ALSO BE PAYABLE BY THE BUYER.
- 4.8 ALL THE COSTS ASSOCIATED WITH ANY COLLECTION, INCLUDING THE DESPATCH OF ONE DEMAND LETTER, ALSO INCLUDING ALL EXTRAJUDICIAL COSTS, SHALL BE FOR THE ACCOUNT OF THE BUYER. THESE COSTS WILL BE REGARDED AS AMOUNTING TO 15% OF THE AMOUNT TO BE COLLECTED, SUBJECT TO ALL THE RIGHTS OF NORDEX FLEXIBLES TO BE REIMBURSED ALL THE COSTS ACTUALLY INCURRED, AND THEREFORE ALSO THE EXCESS OF 15% OF THE AMOUNT TO BE COLLECTED.
- 4.9 PAYMENTS BY THE BUYER SHALL BE USED FIRST TO REDUCE ALL THE COSTS OWED, NEXT THE INTEREST OWED AND THEN THE INVOICES OUTSTANDING FOR THE LONGEST TIME, EVEN IF THE BUYER STATES THAT THE PAYMENT RELATES TO A LATER INVOICE.
- 4.10 APART FROM THE PROVISIONS LAID DOWN IN THE PRECEDING PARAGRAPHS OF THIS ARTICLE, IF THE BUYER FAILS TO FULFIL ITS OBLIGATIONS UNDER THE AGREEMENT, NORDEX FLEXIBLES SHALL BE ENTITLED TO DEMAND COMPENSATION IN FULL FROM THE BUYER.
- 4.11 THE BUYER IS NOT ENTITLED TO OFFSET ANY CLAIM ON NORDEX FLEXIBLES AGAINST THE PURCHASE PRICE PAYABLE BY THE BUYER.

ARTICLE 5: RETENTION OF TITLE

- 5.1 THE GOODS SUPPLIED TO THE BUYER BY NORDEX FLEXIBLES SHALL REMAIN THE PROPERTY OF NORDEX FLEXIBLES UNTIL SUCH TIME AS THE BUYER HAS PAID THE PRICE, INTEREST AND EXPENSES PAYABLE IN RESPECT OF ALL THE GOODS SUPPLIED OR TO BE SUPPLIED. THE TERM EXPENSES SHALL INCLUDE THE CLAIMS NORDEX FLEXIBLES HAS ON THE BUYER BECAUSE OF FAILURE OF THE BUYER TO FULFIL OBLIGATIONS ARISING FROM AGREEMENTS CONCLUDED WITH NORDEX FLEXIBLES.
- 5.2 THE BUYER SHALL BE ENTITLED TO HAVE THE GOODS SUPPLIED BY NORDEX FLEXIBLES AS PART OF NORMAL BUSINESS OPERATIONS AT ITS DISPOSAL AND TO SELL THEM. IN THE EVENT OF SUCH DISPOSAL OR SALE OF THE GOODS SUPPLIED BY NORDEX FLEXIBLES SUBJECT TO RETENTION OF TITLE, THE BUYER SHALL AT THE REQUEST OF NORDEX FLEXIBLES IMMEDIATELY BE OBLIGED TO ESTABLISH UNDISCLOSED PLEDGE IN FAVOUR OF NORDEX FLEXIBLES ON THE CLAIMS THAT THE BUYER ACQUIRES FROM THIS ON THIRD PARTIES.
- 5.3 IF THE BUYER FAILS TO FULFIL ITS OBLIGATIONS UNDER THE AGREEMENT(S) CONCLUDED WITH NORDEX FLEXIBLES OR IF NORDEX FLEXIBLES HAS GOOD REASON TO FEAR THIS, NORDEX FLEXIBLES AS OWNER IS ENTITLED TO TAKE BACK THE GOODS SUPPLIED TO THE BUYER. IN PARTICULAR – BUT NOT EXCLUSIVELY – THIS RIGHT EXISTS IF AN ATTACHMENT IS MADE AGAINST THE BUYER, IF THE BUYER HAS BEEN GRANTED COURT PROTECTION FROM CREDITORS, IF THE BANKRUPTCY OF THE BUYER HAS BEEN APPLIED FOR OR ORDERED, OR IF THE BUYER MAKES ANY PAYMENT ARRANGEMENT WITH ONE OR MORE OF ITS CREDITORS.
- 5.4 IF THIRD PARTIES ASSERT RIGHTS IN RESPECT OF GOODS SUPPLIED TO THE BUYER BY NORDEX FLEXIBLES, BUT NOT PAID FOR, THE BUYER MUST NOTIFY NORDEX FLEXIBLES THEREOF WITHIN 24 HOURS OF BECOMING AWARE THEREOF. NORDEX FLEXIBLES SHALL IN THAT CASE BE ENTITLED AS OWNER TO TAKE BACK THE GOODS CONCERNED FROM THE BUYER AND STORE THEM ELSEWHERE.
- 5.5 THE COSTS OF STORAGE AND TAKING BACK REFERRED TO IN ARTICLES 5.3 AND 5.4 SHALL BE FOR THE ACCOUNT OF THE BUYER.
- 5.6 IN THE EVENT OF ANY TAKING BACK OF GOODS AS REFERRED TO IN ARTICLES 5.3 AND 5.4, THE BUYER SHALL BE CREDITED BY NORDEX FLEXIBLES FOR THE VALUES – AT THE DISCRETION OF NORDEX FLEXIBLES – TO BE ASSIGNED TO THE GOODS, LESS ALL THE COSTS ARISING FROM THE TAKING BACK AND THE LOSSES ARISING FOR NORDEX FLEXIBLES. ALL WITHOUT PREJUDICE TO THE RIGHT OF NORDEX FLEXIBLES TO RECOVER THE LOSSES SUFFERED BY IT FROM THE BUYER (IN SOME OTHER WAY).
- 5.7 THE BUYER SHALL BE LIABLE TO NORDEX FLEXIBLES FOR ANY DAMAGE TO THE GOODS ARISING DURING THE RETENTION OF TITLE OF NORDEX FLEXIBLES.

ARTICLE 6: SUSPENSION AND DISSOLUTION

- 6.1 IF THE BUYER FAILS OR IF NORDEX FLEXIBLES MAY REASONABLY EXPECT THE BUYER TO FAIL TO FULFIL ANY OBLIGATION ARISING FROM AN AGREEMENT CONCLUDED BETWEEN NORDEX FLEXIBLES AND THE BUYER, NORDEX FLEXIBLES IS ENTITLED:
 - a) TO DEMAND PAYMENT IN ADVANCE OR IMMEDIATE PAYMENT ON DELIVERY OR ADEQUATE SECURITY FOR PAYMENT FROM THE BUYER FOR ALL ONGOING AND FUTURE AGREEMENTS;
 - b) TO SUSPEND ITS OBLIGATIONS ARISING FROM AGREEMENTS WITH THE BUYER, WITHOUT PREJUDICE TO THE RIGHT OF NORDEX FLEXIBLES TO DEMAND SIMULTANEOUS OR SUBSEQUENT SECURITY FOR PAYMENT;
 - c) WITHOUT JUDICIAL INTERVENTION TO DISSOLVE THE AGREEMENT AS A WHOLE OR IN PART, WHERE THE AGREEMENT HAS NOT BEEN PERFORMED, WITH IMMEDIATE EFFECT;
 - d) WITHOUT JUDICIAL INTERVENTION TO DISSOLVE ALL OTHER EXISTING AGREEMENTS CONCLUDED WITH THE BUYER IN RESPECT OF WHICH THE BUYER IS NOT IN DEFAULT, AS A WHOLE OR IN PART, TO THE EXTENT NOT YET PERFORMED, WITH IMMEDIATE EFFECT.
- 6.2 IN THE EVENT OF DEFAULT BY THE BUYER, NORDEX FLEXIBLES SHALL BE ENTITLED TO PAYMENT OF COMPENSATION BY THE BUYER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, COSTS AND INTEREST.

ARTICLE 7: FORCE MAJEURE

- 7.1 THE TERM FORCE MAJEURE ON THE PART OF NORDEX FLEXIBLES IN THESE GENERAL TERMS AND CONDITIONS SHALL MEAN ANY CIRCUMSTANCE BEYOND THE CONTROL OF NORDEX FLEXIBLES, WHETHER OR NOT FORESEEABLE, THAT PERMANENTLY OR TEMPORARILY PREVENTS FULFILMENT OF THE AGREEMENT, AND, WHERE NOT ALREADY INCLUDED, WAR, THREAT OF WAR, CIVIL WAR, RIOT, STRIKE, BOYCOTT, BLOCKADE, SABOTAGE, FIRE, LIGHTNING STRIKE, EXTREME WEATHER CONDITIONS, ACTIONS OF DOMESTIC OR FOREIGN GOVERNMENT, MACHINERY BREAKDOWN, PRODUCTION FAILURE, DELAY IN THE SUPPLY BY PUBLIC UTILITIES, TRAFFIC JAMS, TRANSPORT DIFFICULTIES AND OTHER SERIOUS DISRUPTIONS IN THE BUSINESS OF NORDEX FLEXIBLES, AND THE IMPOSSIBILITY OF FULFILMENT OF THE AGREEMENT AS A CONSEQUENCE OF DEFICIENCIES OF THE SUPPLIERS, INDIVIDUALS AND/OR GOODS EMPLOYED BY NORDEX FLEXIBLES FOR THE PERFORMANCE OF THE AGREEMENT.
- 7.2 IN THE EVENT OF INABILITY TO PERFORM THE AGREEMENT DUE TO FORCE MAJEURE, NORDEX FLEXIBLES SHALL BE ENTITLED, WITHOUT JUDICIAL INTERVENTION, EITHER TO SUSPEND THE PERFORMANCE OF THE AGREEMENT FOR UP TO SIX MONTHS OR TO DISSOLVE THE AGREEMENT WHOLLY OR PARTIALLY, WITHOUT NORDEX FLEXIBLES BEING OBLIGED TO PAY ANY COMPENSATION.

ARTICLE 8: COMPLAINTS

- 8.1 THE BUYER MUST INSPECT THE GOODS DELIVERED TO IT. COMPLAINTS RELATING TO THE QUANTITY AND THE QUALITY OF THE GOODS SUPPLIED MUST BE SUBMITTED TO NORDEX FLEXIBLES IN WRITING WITHIN NOT LATER THAN FIVE WORKING DAYS FOLLOWING RECEIPT OF THE GOODS. IF THE BUYER FAILS TO SUBMIT ITS COMPLAINTS TO NORDEX FLEXIBLES IN WRITING WITHIN THIS TIME, THEN NORDEX FLEXIBLES SHALL HAVE FULFILLED THE AGREEMENT IN RESPECT OF THE BUYER IN FULL AND THE BUYER SHALL HAVE NO FURTHER RIGHT TO COMPLAIN.
- 8.2 ONCE THE COMPLAINTS HAVE REACHED NORDEX FLEXIBLES IN GOOD TIME IN ACCORDANCE WITH ARTICLE 8.1, NORDEX FLEXIBLES SHALL AS SOON AS POSSIBLE – AT ITS OWN DISCRETION – CONSIDER THE MERITS OF THE COMPLAINT. THE BUYER MUST ALLOW REPRESENTATIVES OF NORDEX FLEXIBLES TO EXAMINE THE GOODS CONCERNED. AS A RESULT OF THIS EXAMINATION NORDEX FLEXIBLES SHALL DECIDE WHETHER THE COMPLAINT IS JUSTIFIED. IF NORDEX FLEXIBLES CONSIDERS THE COMPLAINT JUSTIFIED, NORDEX FLEXIBLES HAS THE CHOICE OF REPLACING THE GOODS OR OF CREDITING THE INVOICE FOR AN AMOUNT EQUAL TO THE PRICE OWED BY THE BUYER FOR THE GOODS CONCERNED. IF NORDEX FLEXIBLES DOES NOT CONSIDER THE COMPLAINT JUSTIFIED, NORDEX FLEXIBLES HAS THE CHOICE OF LEAVING THE DECISION ON THE MERITS OF THE COMPLAINT TO AN INDEPENDENT EXPERT TO BE APPOINTED BY THE PARTIES IN JOINT CONSULTATION. IF NORDEX FLEXIBLES AND THE BUYER CANNOT AGREE ON THE INDEPENDENT EXPERT TO BE APPOINTED, THEN BOTH NORDEX FLEXIBLES AND THE BUYER SHALL THEMSELVES APPOINT AN EXPERT WHO SHALL THEN TOGETHER APPOINT A THIRD EXPERT. THE DECISION OF THE EXPERT(S) SHALL BE BINDING ON NORDEX FLEXIBLES AND THE BUYER. THE COSTS OF THIS EXPERT EXAMINATION SHALL BE FOR THE ACCOUNT OF THE PARTY FOUND BY THE EXPERT TO BE AT FAULT. IF NORDEX FLEXIBLES INFORMS THE BUYER IN WRITING THAT NORDEX FLEXIBLES WISHES TO TAKE ADVANTAGE OF THIS EXPERT EXAMINATION, THE BUYER SHALL NEVERTHELESS HAVE THE RIGHT FOR A PERIOD OF ONE MONTH TO APPLY TO THE COURT THAT IS COMPETENT IN RESPECT OF THE COMPLAINT ACCORDING TO THE GENERAL TERMS AND CONDITIONS. IF NORDEX FLEXIBLES INFORMS THE BUYER IN WRITING THAT IT DOES NOT WISH TO TAKE ADVANTAGE OF THIS EXPERT EXAMINATION, THE BUYER SHALL ON PAIN OF CANCELLATION HAVE THE RIGHT FOR A PERIOD OF ONE YEAR TO APPLY TO THE COURT THAT IS COMPETENT IN RESPECT OF THE COMPLAINT ACCORDING TO THE GENERAL TERMS AND CONDITIONS.
- 8.3 IF THE COMPLAINT PROVES TO BE JUSTIFIED, THE GOODS SUPPLIED MAY ONLY BE RETURNED BY THE BUYER WITH THE PRIOR CONSENT OF NORDEX FLEXIBLES. ONCE CONSENT HAS BEEN OBTAINED AS REFERRED TO IN THIS PARAGRAPH, GOODS MAY ONLY BE RETURNED IF THE PACKAGING OF THE GOODS CONCERNED IS ORIGINAL AND UNOPENED, WHICH IS A CONDITION FOR CREDITING THE RELEVANT INVOICES.

ARTICLE 9: WARRANTY

- 9.1 FOR GOODS OR PARTS OF GOODS SUPPLIED OR TO BE SUPPLIED BY NORDEX FLEXIBLES THAT NORDEX FLEXIBLES DOES NOT ITSELF MAKE, NORDEX FLEXIBLES SHALL ONLY PROVIDE A WARRANTY IF AND IN SO FAR AS THE SUPPLIER OF NORDEX FLEXIBLES HAS PROVIDED NORDEX FLEXIBLES WITH A WARRANTY. NORDEX FLEXIBLES CAN NOTIFY THE BUYER OF THE WARRANTY PROVISIONS OF THE SUPPLIERS OF NORDEX FLEXIBLES AT THE REQUEST OF THE BUYER.
- 9.2 THE LIABILITY OF NORDEX FLEXIBLES UNDER THE WARRANTY IS LIMITED TO THE REPLACEMENT OF DEFECTIVE GOODS OR DEFECTIVE PARTS THEREOF OR THE REPAYMENT OF THE AMOUNT INVOICED FOR SUCH DEFECTIVE GOODS, ALL AT THE DISCRETION OF NORDEX FLEXIBLES.
- 9.3 NOT COVERED BY THE WARRANTY ARE IN ANY EVENT THOSE DEFECTS THAT ARE WHOLLY OR PARTIALLY THE RESULT OF:
 - a) THE FAILURE TO COMPLY WITH TRANSPORT, STORAGE AND PROCESSING REQUIREMENTS;
 - b) THE FAILURE TO COMPLY WITH THE USUAL STORAGE PERIOD;
 - c) THE APPLICATION OF ANY GOVERNMENT REGULATION IN RESPECT OF THE NATURE OF THE QUALITY OF THE MATERIALS USED;
 - d) MATERIALS OR GOODS SUPPLIED TO NORDEX FLEXIBLES BY THE BUYER FOR PROCESSING;
 - e) MATERIALS, GOODS, PRACTICES AND STRUCTURES TO THE EXTENT USED AT THE EXPRESS INSTRUCTION OF THE BUYER;
 - f) GOODS, PARTS OR COMPONENTS ACQUIRED FROM THIRD PARTIES BY NORDEX FLEXIBLES, TO THE EXTENT THAT THE THIRD PARTIES HAVE NOT PROVIDED A WARRANTY TO NORDEX FLEXIBLES;
 - g) UNPROFESSIONAL USE OF THE GOODS SUPPLIED, OR USE FOR ANY PURPOSE OTHER THAN IS CUSTOMARY BY THE BUYER OR THIRD PARTIES.
- 9.4 IF THE BUYER FAILS TO FULFIL ANY OBLIGATION ARISING FOR IT UNDER THE AGREEMENT CONCLUDED WITH NORDEX FLEXIBLES, OR FAILS TO DO SO PROPERLY OR ON TIME, INCLUDING IN PARTICULAR THE PAYMENT OBLIGATION, AND/OR IF THE BUYER HAS NOT SUBMITTED A COMPLAINT TO NORDEX FLEXIBLES IN WRITING WITHIN THE PERIOD REFERRED TO IN ARTICLE 8.1, NORDEX FLEXIBLES SHALL NOT BE HELD TO ANY WARRANTY IN RELATION TO THIS AGREEMENT.
- 9.5 THE ALLEGED NON-FULFILMENT BY NORDEX FLEXIBLES OF ITS WARRANTY OBLIGATIONS DOES NOT DISCHARGE THE BUYER FROM ITS OBLIGATIONS UNDER THE AGREEMENT CONCLUDED WITH NORDEX FLEXIBLES.
- 9.6 NORDEX FLEXIBLES SHALL ACQUIRE THE OWNERSHIP OF THE DEFECTIVE GOODS THAT IT HAS REPLACED ONCE IT HAS FULFILLED ITS WARRANTY OBLIGATIONS.

ARTICLE 10: LIABILITY

- 10.1 THE LIABILITY OF NORDEX FLEXIBLES IS LIMITED TO FULFILMENT OF THE WARRANTY OBLIGATIONS DESCRIBED IN ARTICLE 9, EXCEPT FOR DEFAULT OR NEGLIGENCE ON THE PART OF THE BUYER.
- 10.2 UNDER NO CIRCUMSTANCES SHALL NORDEX FLEXIBLES BE LIABLE FOR MORE THAN REIMBURSEMENT OF THE PRICE FOR THE GOOD CHARGED TO THE BUYER BY NORDEX FLEXIBLES, DUE TO WHICH THE BUYER WOULD HAVE SUFFERED LOSS.
- 10.3 ALL LIABILITY OF NORDEX FLEXIBLES FOR LOSS OF PROFITS, OTHER INDIRECT LOSSES, LOSSES RESULTING FROM LIABILITY OF THE BUYER TO THIRD PARTIES AND LOSSES OF THIRD PARTIES IS EXCLUDED.
- 10.4 NORDEX FLEXIBLES IS NOT LIABLE IF GOODS PROVE NOT TO BE SUITABLE FOR THE PURPOSE FOR WHICH THE BUYER HAS BOUGHT THEM. THE BUYER MUST THEREFORE SATISFY ITSELF ABOUT THE SUITABILITY OF THE GOODS TO BE SUPPLIED FOR THE PURPOSE IT HAS IN MIND FOR THEM IN ADVANCE.
- 10.5 THE BUYER SHALL INDEMNIFY OR COMPENSATE NORDEX FLEXIBLES IN RESPECT OF ALL THIRD PARTY CLAIMS FOR COMPENSATION OF LOSSES, FOR WHICH LIABILITY OF NORDEX FLEXIBLES IS EXCLUDED IN THESE GENERAL TERMS AND CONDITIONS IN THE RELATIONSHIP WITH THE BUYER.

ARTICLE 11: PARTIAL INVALIDITY

- 11.1 IF ONE OF THE CLAUSES IN THESE GENERAL TERMS AND CONDITIONS OR A PART THEREOF OR ANY PART OF THE UNDERLYING AGREEMENT SHOULD BE VOID OR BE NULLIFIED, THEN THIS DOES NOT OTHERWISE AFFECT THE CONTENT OF THE CLAUSE OR THE CLAUSES OF THESE GENERAL TERMS AND CONDITIONS, AND THE UNDERLYING AGREEMENT CONTINUES TO EXIST. IN SUCH A CASE THE VOID OR NULLIFIED CLAUSE WILL BE REPLACED BY A VALID CLAUSE THAT AS FAR AS POSSIBLE HAS THE SAME EFFECT AS THE INVALID CLAUSE.

ARTICLE 12: JURISDICTION AND APPLICABLE LAW

- 12.1 THE GENERAL TERMS AND CONDITIONS AND ALL AGREEMENTS TO WHICH THEY APPLY ARE SUBJECT TO THE LAW OF THE NETHERLANDS.
- 12.2 ANY DISPUTES TO WHICH THESE GENERAL TERMS AND CONDITIONS APPLY AS A WHOLE OR IN PART SHALL BE BROUGHT EXCLUSIVELY BEFORE THE COURT IN HAARLEM, SUBJECT TO THE STATUTORY PROVISIONS CONCERNING THE COMPETENCE OF NORDEX FLEXIBLES TO SUBMIT A DISPUTE TO THE COURT IN THE DOMICILE OF THE BUYER.
- 12.3 THE APPLICABILITY OF THE VIENNA SALES CONVENTION 1980 AND ANY SUBSEQUENT CONVENTIONS IS EXCLUDED.