



GENERAL CONDITIONS Stinger Storage B.V. NIJMEGEN

The general conditions of Stinger Storage B.V. are applicable for all quotations, agreements, services, orders and deliveries of Stinger Storage.

1. GENERAL

a. These conditions apply to all offers, contracts, services, orders and deliveries of Stinger Storage BV, hereafter referred to as STST. By giving an assignment or order, the customer accepts these General Conditions, which are registered with the Chamber of Commerce. You can apply these at www.kvk.nl (77639995). You can also apply them free of charge on your request or download them at our website www.stingerstorage.com.

b. Buying or other conditions of customer are not applicable.

2. OFFERS AND QUOTATIONS

a. All the prices we have provided in circular letters, official lists, folders and our web site are informal. Prices and conditions quoted both orally and in writing, apply for 30 days of date of quotation.

b. We have the right to correct mistakes, including typing and writing errors in price lists, quotations, offers and invoices, by demonstrating that the prices and/or conditions mentioned deviate to a considerable extent from prices and/or conditions that we usually apply.

c. All orders, even if acquired through intermediaries, only bind STST after a written confirmation on our part.

3. SIZES, WEIGHTS AND TECHNICAL DATA

The sizes, weights and technical data indicated in our quotations, brochures, official lists, letters and offers are estimated as accurately as possible and often based on the specific information provided by the applicant. No consequences can be connected to this. Customer must take a usual margin into consideration.

4. DELIVERY

a. Delivery is made ex works, workshop or warehouse, at the discretion of STST. Costs of (express) deliveries, if desired by customer, are at his expenses. Also see 6.a..

b. Terms of delivery are ascertained to the best of our knowledge and will be observed as much as possible, but are not binding.

Delivery time starts at the latest of the following times;

- the day on which the agreement is concluded
- the day when payment is received of the amount that must be paid in advance according to the agreement

c. In case of delivery on call, without any terms being agreed upon, we can summon customer to demand the goods within a term to be determined by us in all reasonableness.

d. When the goods have not been taken up by customer after the term of delivery has passed and after STST has offered the goods to customer, the goods are at the disposal of STST and will be stored at the expenses and risk of customer.

e. In case of delivery from STST to the customer, transport is at the risk of STST until the moment when the goods have been transferred to customer or a party indicated by customer.

f. Customer shall see that delivery of the goods can be effected without any problems at ground level. Other delivery circumstances must be reported to ACP in advance.

9. Exceeding the delivery time does not entitle the client to full or partial dissolution of the agreement unless this exceeding is more than 16 weeks or, according to our notification, will take more than 16 weeks. In the event of the latter being exceeded, the client can terminate the agreement by means of a written notification to us and is then, insofar as applicable, entitled to a refund of the price already paid for the product.

5. PACKAGING MATERIAL

Packaging material is not included in the price and will be billed separately. This is not to be returned by client to STST. The necessity of the use and the choice of packaging material are at the discretion of STST.

6. PRICES AND PAYMENT

a. Prices are in Euros, exclusive of VAT and other government charges pertaining to the sale and delivery and are based on delivery ex works according to incoterms applicable on the date of the offer, unless stipulated otherwise in these term and conditions. Delivery takes place ex works, workshop or warehouse, at the option by STST. Forwarding charges, if desired by the customer, are charged on to the customer.

b. Prices that we have indicated by quotation and that customer has accepted, are binding for both parties, subject to art 2.b..

c. If with future deliveries (longer than 3 months after date of quotation) prices are strongly influenced by unforeseen causes, (changes in sales



prices of suppliers, currency, taxes and other levies, freight surcharges, etc.), even if this occurs as a result of foreseeable circumstances, we are entitled to increase the agreed price accordingly.

d. Cost estimates and plans are not charged separately unless otherwise agreed. If STST has to make new drawings, calculations, descriptions, models or tools etc. for possible repeat orders, costs will be charged for this.

e. Payment must be effected within 14 days of date of invoice, unless agreed otherwise in writing. Customer cannot invoke any right of setoff or suspense.

f. Payment for additional work must be effected as soon as charged to client.

g. In case of overdue payment, customer is in default without any summons being required and after the 14th day of date of invoice he will be charged interest at a percentage of 3 points above the applicable in the Netherlands, statutory interest, as in art. 6: 119a and art. 6: 120 paragraph 2 Dutch Civil Code, as well as all judicial and extrajudicial costs related to the collection of his claim, per month, or part of a month.

h. If STST passes a claim of an unpaid invoice on for collection, all the court and other costs, expressly including costs of legal assistance, are at the customer's expenses. The extrajudicial costs are calculated in accordance with the collection rates set by the Netherlands Bar Association.

7. CREDITWORTHINESS AND SECURITY

If customer appears not to be creditworthy or his legal form has changed, STST maintains the right to dissolve a contract any time without any judicial intervention and without any obligation and/or compensation. If STST desires this, the customer is to provide security.

8. RIGHTS OF STST AND CUSTOMER

a. The copyright and all the other rights of intellectual or industrial property to all the software, hardware and other matters such as designs, models, working drawings, documentation and advice that are supplied to customer or third parties or are in whichever manner made available by STST, even if costs have been charged for this, exclusively rest with STST or its licensors. Multiplication, change or use of these is only possible after the express written permission of STST.

b. STST has an design patent with 'European Union Intellectual office' (EUIPO), registered under the following numbers; No 008057335- 0001/0005

9. DAMAGE, LIABILITY AND GUARANTEE

a. STST is only liable for alternative compensation in case of accountable shortcomings in the observance of agreements that are covered by the General Conditions. Compensation for damages is limited to a discount on the agreed price for the delivered product in proportion to the depreciation of the product, on the understanding that this discount may not exceed 15 percent of the agreed price for the delivered product. Any liability for any other form of damage, such as additional compensation in whatever form, compensation of indirect damage, consequential damage, or damage for loss of profit, is excluded.

b. Insofar as obligations are imposed on us in the previous paragraph, we need not observe these until the other party has settled what he owes to us, including that which he owes to us by virtue of other agreements.

c. STST exclusively gives a guarantee, as it is lent and observed to us by a supplier. Reimbursement is granted when the guarantee is accepted by the supplier, namely at most at the amount that the latter compensates to STST. The guarantee expires three months after date of delivery. Damages or defects must be reported in writing within 14 days after acceptance of the goods. When the term referred to is exceeded, the guarantee is terminated.

d. We are under no circumstance liable if customer gives inadequate and/or erroneous information.

e. STST does not guarantee any defects and failures originated after delivery and/or acceptance as a result of usual wear and tear, injudicious and/or improper use or a lack of care.

f. We are not liable for direct or indirect damage to third parties, caused by or in connection with any goods that STST has delivered.

10. FORCE MAJEURE

a. Force majeure on our side implies that we, at our discretion, need not meet our contractual obligations and can dissolve the contract, or may suspend its performance, without being obliged to any compensation to customer.

b. Force majeure is considered to include: any circumstance, even if this was already foreseeable at the time of the conclusion of the agreement, that would permanently or temporarily prevent fulfillment of the agreement, as well as, insofar as not already included, war and/or mobilization orders, danger or civil war, riot, workers strike, worker exclusion, terrorism, non-performance by our suppliers, transporters or other third parties that are involved in the contract, a delay in the traffic, act of God, natural disasters, obstructing



measures of any government, fire, accidents in our company and illness of our employees.

c. Goods and/or services that have already been delivered/rendered must be paid for.

11. CANCELLATION

If customer wishes to cancel a concluded contract wholly or partly and if we comply with this request, he owes an amount of 50% of the agreed price, increased by the costs we have made, without us being held to provide any proof concerning compensation. If we prove that we have suffered a higher damage, customer will owe this higher damage.

12. PROPERTY

Delivered matters that have not been fully paid for remain the property of STST. Goods that have not been paid for within 14 days of date of invoice can be taken back by STST. STST is authorized to access the premises and/or building of the customer to this aim. This does not discharge customer from the obligation to pay compensation and loss of profit.

13. DISSOLVEMENT

Should any of the parties apply for a moratorium of payment or go bankrupt, the other party has the right to declare the concluded contract, dissolved by registered letter, or to his discretion, to suspend observance of his obligations. Any amounts owed to the party that is authorized to dissolve the contract, or become immediately claimable at that moment. The rights concerning the non-observation of obligations remain fully reserved to the party involved, including expressly the property rights of delivered matters.

14. APPLICABLE LAW

All the agreements, to which these General Conditions are applicable, are governed by Dutch law. Any disputes will exclusively be subjected to the judgment of the authorized Court within the area of jurisdiction of Arnhem.