



“TTS” and “TTS B.V.” refers to
Tolenaars Transplanting Services B.V.

Crocus-Erf 3

3295 SC ' S-GRAVENDEEL

THE NETHERLANDS

as registered in Dutch Chamber Of Commerce under number 68287461.

TERMS AND CONDITIONS OF ORDER AND SUPPLY

Current as at March 2017

1.1 "Customer" refers to the person or company by or on behalf of whom these Terms and Conditions are accepted and who places an order with Tolenaars Transplanting Services BV for the supply of Goods.

"Goods" means goods ordered by the Customer from Tolenaars Transplanting Services BV from time, to time.

2.1 These Terms and Conditions of Order and Supply are the only terms and conditions upon which Tolenaars Transplanting Services BV will accept orders for Goods and can only be varied by prior written agreement of Tolenaars Transplanting Services BV.

2.2 These Terms and Conditions are also subject to the terms of any credit arrangement between Tolenaars Transplanting Services BV the Customer, including the provision of a Deed of Guarantee and Indemnity.

3. ORDERING OF GOODS

3.1 All particulars of any order for Goods must be in writing.

3.2 Tolenaars Transplanting Services BV will confirm receipt of all orders by facsimile or by post and its acknowledgment of the particulars of the order, including the delivery dates specified by the Customer.

3.3 Tolenaars Transplanting Services BV will use its best endeavors to make delivery on the scheduled delivery date/s specified in the accepted order

PROVIDED HOWEVER that Tolenaars Transplanting Services BV shall not be liable to the Customer for any failure to deliver all or any of the Goods on the said scheduled delivery date/s nor will such failure entitle the Customer to cancel or terminate the order or any part thereof.

4. PRICE AND PAYMENT

4.1 The Customer shall pay Tolenaars Transplanting Services BV for any Goods in Euro's in accordance with Tolenaars Transplanting Services BV price list current at the date of delivery of the Goods unless otherwise agreed in writing with Tolenaars Transplanting Services BV.

4.2 Unless otherwise agreed in writing with Tolenaars Transplanting Services BV, payment by the Customer for the Goods and all other fees and charges shall be made within 14 days of invoice from Tolenaars Transplanting Services BV. The Customer shall pay Tolenaars Transplanting Services BV interest at the rate of [15%] per annum on all overdue amounts from the date such amount falls due until all outstanding amounts have been paid in full.

Payment shall not be taken to have been made until the funds received are cleared into Tolenaars Transplanting Services BV account.

4.3 In addition to the purchase price of the Goods, the Customer shall pay all taxes (including sales tax except where the Customer has provided Tolenaars Transplanting Services BV with a sales tax exemption number), duties, fees or other Government levies or charges which may be imposed in respect of the Goods.

4.4 The Customer shall fully indemnify and hold Tolenaars Transplanting Services BV harmless against all loss, costs and expenses incurred by Tolenaars Transplanting Services as a direct or indirect result of the Customer failing to comply with any of the Terms and Conditions (including without limitation in respect

of this term, debt collection fee and charges and legal costs on a solicitor own client basis incurred by Tolenaars Transplanting Services BV whether or not legal proceedings to recover any amount outstanding are issued).

4.5 The customer shall forfeit any deposits paid as a result of cancellation of the order for whatever reason. Tolenaars Transplanting Services BV shall not be held liable by the Customer or its Agents for any losses incurred howsoever as a result of the cancellation of an order or any part thereof.

4.6 Tolenaars Transplanting services BV may at it's discretion charge a storage fee for any machinery order or part thereof that is delayed for shipment

as a result of a Customer request to delay a shipment. The current rate at time of publication is Euro 29,- per m².

4.7 Tolenaars Transplanting Services BV may recover any costs incurred howsoever from the Customer for freight, storage, handling or any other charges not mentioned here incurred as a direct or indirect result of a customer request to Cancel or delay delivery of an order or any part thereof.

4.8 The customer may not seek to claim any compensation either monetarily or in any other kind as a result of delays in installation due to any additional on-site works that may need to be carried out as a result of the commissioning or installation of any equipment supplied by Tolenaars Transplanting Services BV

5. DELIVERY AND INSTALLATION

5.1 All freight charges, insurance costs and other costs associated with transporting the Goods to the Customer shall be met by the Customer. Such costs shall be separately itemized in the invoice generated by Tolenaars Transplanting Services BV.

5.2 Tolenaars Transplanting Services BV will arrange delivery of the Goods to the Customer at the Customer's delivery address specified on any order or as otherwise requested in writing by the Customer.

5.3 Where the Goods supplied by Tolenaars Transplanting Services BV under a particular order are to be installed or commissioned by Tolenaars Transplanting Services BV,

5.4 Tolenaars Transplanting Services BV will

explain to the Customer how the Goods operate and shall inform the Customer of any then applicable health and safety requirements.

PROVIDED HOWEVER it shall be the Customer's responsibility to ensure that the Goods are operated in accordance with any applicable statutory or regulatory provision and that all persons operating the Goods are appropriately trained and/or qualified. The Customer hereby releases and forever discharges Tolenaars Transplanting Services BV from any liability or obligation in respect of any regulatory requirements or approvals applicable to the installation or use of any Goods.

5.4 Tolenaars Transplanting Services BV staff or staff hired by Tolenaars Transplanting Services BV for the purposes of carrying out commissioning or installation work will be given full and unimpeded access to the site locations and facilities so as required to allow the commissioning and installation work to be carried out.

Tolenaars Transplanting Services BV staff may as they desire request assistance on site from staff employed by the customer at no cost to Tolenaars Transplanting Services BV.

Tolenaars Transplanting Services BV may request that staff or agents of the customer vacate the area of commissioning or installation so as to allow the works to be carried out without impediment.

5.5 The customer may not interfere in any form so as to disrupt the works being carried out to install or commission equipment.

6. TITLE AND RISK

6.1 All ownership of, property in and legal title to all tangible property in the Goods shall remain with Tolenaars Transplanting Services BV until such time as the Customer has paid both the full contract price for the said Goods and all other debts owing by the Customer to Tolenaars Transplanting Services BV at the relevant times.

Until such time as the Customer has paid in full all monies owed to it by Tolenaars Transplanting Services BV

The relationship between Tolenaars Transplanting Services BV and the Customer shall be a fiduciary relationship and during this time the Customer shall hold all Goods separately as bailee for Tolenaars Transplanting Services BV in

such a way that they can be traced and identified as having been supplied pursuant to a particular order. Nevertheless, the Customer shall be entitled to sell the Goods to a customer within the framework of the normal carrying on of its business and to deliver the Goods to the Customer on condition that so long as the Customer has not fully discharged its debt under any order to Tolenaars Transplanting Services BV

The Customer shall hold in trust for Tolenaars Transplanting Services BV all moneys resulting from the sale for such Goods pending payment of the moneys due, to Tolenaars Transplanting Services BV and shall hand over to Tolenaars Transplanting Services BV any claims it has against the Customer resulting from the transaction.

6.2 Without prejudice to any other rights or remedies available to Tolenaars Transplanting Services BV, in the event of non-payment of all sums due by the Customer to Tolenaars Transplanting Services BV shall:

(a) Have the right to suspend performance or terminate any other agreement between Tolenaars Transplanting Services BV and the Customer, and

(b) Have the right to repossess any Goods for which payment has not been received, and any documentation, dates records or information relating thereto. For each purposes, Tolenaars Transplanting Services BV or any one or more of its agents or authorized representatives shall be entitled at any time without notice to enter upon any premises in which the Goods are or are reasonably believed by Tolenaars Transplanting Services BV to be kept, stored or used, and to repossess the same on behalf of Tolenaars Transplanting Services BV and shall not be responsible for any damage reasonably necessary in enforcing its right.

6.3 Risk of loss or damage to the Goods passes to the Customer from the time that the Goods are handed by Tolenaars Transplanting Services BV, its servants or

agents, to the freight carrier arranged by or for the Customer at Tolenaars Transplanting Services BV distribution center.

7. RETURN OF GOODS

7.1 If any of the Goods delivered in purported performance of any order are not in accordance with the requirements of a particular order

and the Term and Conditions set out herein in every respect the Customer may return those Goods to Tolenaars Transplanting

Services BV PROVIDED OWEVER that:

- (i) such Goods must be received by Tolenaars Transplanting Services BV within fourteen (14) days of initial delivery to the Customer, and
- (ii) the packaging of the Goods remains intact and the Goods are, in Tolenaars Transplanting Services BV opinion, in an 'as new' condition.

The return of any Goods supplied will be at the Customer's expense and risk. Upon receipt of the returned goods, Tolenaars Transplanting Services shall decide whether the Customer is entitled to return these Goods. If it so decides, Tolenaars Transplanting Services BV shall refund to the Customer the reasonable cost of returning those Goods. Except as expressly provided herein, Tolenaars Transplanting Services BV shall not be under any obligation to accept the return of any Goods supplied to the Customer.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 Except to the extent that the exclusion, restriction or modification of certain conditions, warranties and rights is prohibited in the context of these Term and Conditions of Order and Supply by the Trade Practices Metaal-uni or any other applicable legislation as the same may apply to the supply of any Goods by Tolenaars Transplanting Services BV to the Customer under these, Terms and Conditions of Order and Supply, these Term and Conditions are in lieu of and to the exclusion of all other conditions and warranties, express or implied, relating to the supply of any Goods, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8.2 Where such limitation of liability is not prohibited or void under any Act of Parliament, the liability of Tolenaars Transplanting Services BV to the Customer for any loss, damage or injury whatsoever (including consequential and economic loss) howsoever

arising directly or indirectly in connection with any Goods, the supply of or use of any Goods or the supply of any services shall be limited to any one or more of the following as determined by Tolenaars Transplanting Services BV in its absolute discretion:

- (a) In the case of any Goods:
 - (i) The replacement of the Goods or the supply of equivalent goods;
 - (ii) The repair of the Goods;
 - (iii) The payment of the cost of replacing the Goods or of acquiring equivalent goods; or
 - (iv) The payment of the, cost of having the Goods repaired; and
- (b) In the case of any services:
 - (i) The supplying of the services again; or
 - (ii) The payment of the costs of having the services supplied again.

8.3 Under no circumstances will Tolenaars Transplanting Services BV will be liable for any loss, damage or injury whatsoever or howsoever arising as a result of any incorrect or inappropriate use of any Goods.

9. ACCEPTANCE

The Customer by signing the acceptance provisions below agrees that these Terms and Conditions in respect of all orders placed by it shall for part of any contract for the supply of Goods entered into by the Customer with Tolenaars Transplanting Services BV in the future unless expressly provided for in writing to the contrary".

10. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of The Netherlands 's-Gravendeel .

ACCEPTANCE:

THE CUSTOMER HEREBY ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO THESE TERMS AND CONDITIONS OF ORDER AND SUPPLY AND THAT THESE TERMS AND CONDITIONS OF ORDER AND SUPPLY SHALL UNTIL VARIED IN WRITING FORM PART OF ANY CONTRACT FOR THE SUPPLY OF GOODS PLACED BY THE CUSTOMER WITH **Tolenaars Transplanting Services BV** IN THE FUTURE:

By Excepting the order-confirmation and your invoice is paid in full to Tolenaars Transplanting Services, you automatically accept our terms and supply.

CUSTOMER NAME:

COMPANY NAME :

(Full legal entity)

ABN/ ACN :

AUTHORISED SIGNATORY

I / we hereby acknowledge that I/we the undersigned am an authorized signatory acting for the above mentioned Company and have read in 'full' and 'fully' understand the Terms and Conditions of Order and Supply and agree that we will be bound by them. I / we understand that Tolenaars Transplanting Services BV may vary the Terms and Conditions of Order and Supply without notice and furthermore

understand that a current copy of the prevailing Terms and Conditions of Order and Supply can be found on the website :-

and also can be supplied in print form upon request by telephoning

Tolenaars Transplanting Services BV (0031-624322585). These Terms and Conditions of Order and Supply do not alter your rights as a consumer.

Signed : **Date :**/...../.....

Witnessed by : **Date :**/...../.....

Please now photocopy all pages and keep a copy in your file for your own records. Please return the fully completed document to :-



Tolenaars Transplanting Services B.V The Netherlands

Tolenaars Transplanting Services B.V (office)

Crocus - erf 3

3295 SC

's-Gravendeel

0031 624322585

rob@tts-transplanter.com

Assemblage Fabrication Adres :

TTS BV

Watermanseweg 1A

4891 SZ

Rijsbergen