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**Alpha International**  
*Profit from our Performance*



# Terms of delivery

## Article 1. Applicability

1. Unless expressly agreed in writing, these terms and conditions apply to all offers, agreements of purchase and sale and deliveries of all products and services, marketed and/or supplied by Alpha International B.V., hereinafter also called Alpha. The other party will be referred to here as 'buyer/client'.
2. Buyer/client accepts the applicability of these terms and conditions due to the mere fact of its order; terms and conditions applied by the buyer/client will not be accepted by Alpha and do not apply to the offers, agreements and deliveries covered by these terms and conditions, unless and after such terms have been declared applicable to a specific transaction by Alpha in writing. This acceptance of this form of applicability of such terms of the buyer/client does not mean that these terms and conditions can also be applied to other transactions between buyer/client and Alpha.
3. If and insofar as an offer and/or agreement between buyer/client and Alpha contains varying conditions from offers and/or agreements covered by these terms without expressly excluding the applicability of these terms, then the other provisions of these terms will remain in full force.
4. Changes and additions to any provision in an agreement and/or the general terms and conditions are only valid if they are recorded in writing by Alpha; they only relate to the agreement in question.

## Article 2. Quotes, prices and orders

1. All quotes are free of obligation.
2. All prices are net cash in Euros, without discount and exclude taxes due at the time of the delivery. If an order is placed without a price being expressly agreed, then this is carried out at the price applicable at the time, irrespective of any previous quote or calculated price. All prices are exclusive of turnover tax (Dutch VAT) and other government levies and exclude private copy compensation and other levies.
3. In the case of an agreement, involving scheduled payments to be paid by buyer/client,

Alpha is entitled to amend the applicable prices and rates by means of written notification taking into account a period of notice of at least three months.

4. Alpha is in all cases entitled to amend the agreed prices and rates by means of written notification to buyer/client for services which, according to the relevant planning or according to the agreement, will be delivered at a date that is at least three months after the date of this notification.
5. If buyer/client does not wish to agree to an amendment of prices and rates as announced by Alpha as described in article 2.3 or 2.4, the buyer/client is entitled to cancel the agreement in writing as of the date stated by Alpha on which the price or rate change would come into force, or to cancel the agreement, within seven working days of the notification referred to in these articles.
6. The prices are based on Alpha's situation at the time of entering into the agreement, such as purchase prices, material prices, wages, salaries, national insurance contributions, freight and/or customs levies, import and export duties, excise duties, levies and taxes which are directly or indirectly imposed on Alpha or charged to Alpha by third parties. If this situation changes after entering into the agreement, but before the end of the work, Alpha is entitled to charge any costs arising from these changes to buyer/client without prior notification. All prices and rates for services and work are based on regular working days and only apply in the country in which the agreement was entered into.
7. Alpha is entitled not to accept orders. In that case, it must inform the buyer/client accordingly within five working days, calculated from receipt of the order.
8. An agreement is a fact after this has been confirmed by Alpha; in the case of a transaction by electronic means, the agreement is a fact after Alpha has returned an order confirmation.

### **Article 3. Advance payment/security**

1. Alpha is entitled at all times to request advance payment or security from the buyer/client before making a delivery or subsequent delivery.
2. If buyer/client remains in default with the requested advance payment or security, or if a credit worthiness check shows reduced credit worthiness, then Alpha is released from its obligation to deliver, without prejudice to Alpha's entitlement to all damage, costs and interests suffered by Alpha.

### **Article 4. Delivery of products**

1. Alpha has fulfilled its obligation to delivery by offering the products to buyer/client once at the agreed time. The report of the person who has transported the goods forms the complete proof of delivery if buyer/client refuses to accept the products, in which case the costs of the return freight, storage and other necessary costs are charged to the buyer/client. The offer to deliver is considered the same as delivery. The delivery and risk transfer of the products takes place at the place and time on which the above-mentioned

report is signed.

2. In the case that the products are refused, Alpha will store them for up to 5 days after offering them. It will notify buyer/client in writing that they can collect the products or have them collected for cash payment. After this period has been exceeded, Alpha is entitled to sell the products to a third party or provide access to them, without prejudice to its right to damages.
3. If no period has been agreed for a delivery on call, a period of one month applies, starting from the day on which the purchase agreement was signed. At the end of this period or the agreed delivery on call period, Alpha is entitled to payment of the sold products, without taking into account any credit instalment.

## **Article 5. Delayed delivery or execution**

1. Delayed delivery of products or execution of services does not entitle buyer/client to damages or dissolution of the agreement: all dates given by Alpha are target dates and all periods are indicative.
2. When the agreement expressly stipulates in writing that the delivery or execution will take place at a certain time and buyer/client has informed Alpha in writing that this time may not be exceeded in any circumstances then, if the agreed period is exceeded without delivery or execution having taken place, the buyer/client is entitled to dissolve the purchase agreement without legal mediation, without prejudice to the right of the buyer/client to damages except in the case of non-attributable shortcoming on the side of Alpha. Buyer/client is obliged to notify Alpha hereof in writing immediately.

## **Article 6. Payments**

1. Unless otherwise agreed, buyer/client is obliged to pay the invoices in full in cash, without deducting any discount within the term stated on the invoice. Settlement with any claim against Alpha or deferment of payment is not permitted.
2. If buyer/client does not pay the due invoice amount in time, without further notice of default it will be required to pay the statutory trade interest over the unpaid amount, from the last day of the payment term.
3. Only those payments are valid which were made in the manner stipulated by Alpha.
4. By merely exceeding a payment term, the buyer/client is in default. In that case, all receivables of whatever kind to Alpha from buyer/client are due forthwith.
5. Outside the owed amount, Alpha is entitled to charge buyer/client all costs incurred due to non-payment by buyer/client, both judicial and extrajudicial collection costs.
6. Extrajudicial collection costs are due by buyer/client in any instance in which Alpha engages the services of a third party for the purpose of collecting the debt in question. This amounts to 15% of the amount claimed, being the invoice amount plus the accumulated interest according to section 2 of this article, with a minimum of EUR 500.

7. Alpha is not required to prove that it has incurred extrajudicial debt collection costs. If Alpha files a petition for bankruptcy against buyer/client, outside the due amount as mentioned in section 6 of this article, the latter is required to pay the additional judicial and/or extrajudicial costs of file for bankruptcy.

## **Article 7. Guarantee, liability and complaints**

1. Alpha is not liable for any damage whatsoever, unless this is caused as a result of wilfulness or gross negligence.
2. Without prejudice to the provisions in section 1, Alpha's guarantee or obligation to pay damages relating to any liability due to faultiness of delivered products, for documentation, processing or other advice, support and inspection, no sum will be due exceeding 0.5 times the invoice amount of the delivered goods whose faultiness has been proved or from which/whereby damage has resulted/been caused. Alpha is never liable for any consequential loss, by whatever name and of whatever nature.
3. Complaints of any nature whatsoever do not have the effect of deferring the client's payment obligations and can only be made known to Alpha in writing within the terms described in this article.
4. No complaint is allowable when buyer/client has proceeded to processing or redelivery while buyer/client could have established the claimed fault in the products by a simple inspection.
5. Complaints regarding shortages, incorrect format, weights, quantities or relevant packaging and the calculated price may only be made within 3 days of delivery of the products.
6. Complaints about the quality of the delivered products may only be made within 3 days of the buyer/client discovering or being able to discover the faultiness of the delivered products, but in no case later than 3 months after delivery of the products. If a shorter life is stated on the packaging, then the complaints should be made in writing within this term.
7. The buyer/client is responsible for proving that the goods about which a complaint has been made are indeed those supplied by Alpha.
8. The products are subject to the factory guarantee, as given by the manufacturer. Client accepts such terms of the relevant manufacturers. On request, Alpha will make the valid terms of guarantee available.
9. Returns and complaints will be processed in accordance with the terms and instructions of Alpha.

## **Article 8. Non-attributable shortcoming (force majeure)**

1. Non-attributable shortcoming includes: any situation which Alpha could not have taken into account at the time of entering into that agreement and as a result of which normal execution of the agreement could not reasonably be expected by buyer/client, as referred to in article 6:75 Dutch Civil Code.

2. In the case of force majeure, the fulfilment of the obligation(s) in question as well as any other obligations that are dependent on the former, will be totally or partially suspended for the duration of said force majeure, without parties being liable for mutual damages. Parties may only appeal to force majeure if the relevant party notifies the other party in writing of such a force majeure as soon as possible and with the necessary documentary evidence.
3. If the situation of force majeure lasts two months, both parties are entitled to dissolve the agreement totally or partially, insofar as this is justified by the fact of force majeure.
4. In the case of non-attributable shortcoming, buyer/client is not entitled to any damages or compensation, not even if Alpha has gained any advantage as a result of this force majeure.

## Article 9. Transport

### 1. Shipping costs

Alpha International applies the following terms and conditions relating to the (carriage paid) order threshold and shipping costs. Outside the Benelux and Germany, there is an order acceptance threshold. Orders which do not fulfil the set order acceptance threshold cannot be executed.

Region	Order acceptance	Carriage paid order level	Shipping costs < carriage paid
Benelux	--	€ 450	€ 12.50
Germany	--	€ 450	€ 12.50
France	€ 1,000	€ 1,500	€ 25
UK	£ 1,000	£ 1,500	£ 25
Rest of Europe	€ 500	€ 5,000	€ 100

### 2. Drop shipment

For shipments to a different address than the agreed standard delivery address, a drop shipment fee is charged. Also in the case of drop shipments, there is an order acceptance threshold in certain regions.

	Order	Drop
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Region	acceptance	shipment fee
Benelux	--	€ 7.50
Germany	--	€ 7.50
France	€ 1,500	€ 25
UK	£ 1,000	£ 15
Rest of Europe	€ 500	€ 25

### 3. Order costs

In specific cases, Alpha International may charge a handling fee. Special transport agreements and extra services create added costs.

#### **Article 10. Brands and packaging**

1. Alpha reserves the right to provide the products and packaging with its own name and factory mark. The buyer/client is not permitted to change or remove any brand or recognition marks applied by Alpha.
2. Only packaging returned within six months after date of invoice, carriage paid warehouse, in perfect condition and which was charged, may be entitled to compensation of calculated value. Buyer/client is sent written confirmation within 30 days of receipt regarding rejection of packaging, after which this packaging is kept available for one week, at the end of which Alpha is free to dispose of it without any obligation to pay compensation. Packaging not calculated separately on the invoice will not be accepted back by Alpha.

#### **Article 11. Retention of title**

1. All delivered products remain the exclusive property of Alpha until the moment when all payments - from this or previous deliveries - due to Alpha from buyer/client have been paid in full by buyer/client. The products may be reclaimed by Alpha immediately if buyer/client has not fulfilled its obligations or Alpha has reason to believe that buyer/client will not fulfil its obligations.
2. Before ownership of the product is transferred to buyer/client, buyer/client is not entitled to sell, rent, loan, pledge or otherwise encumber the products, on the understanding that buyer/client is entitled to sell or deliver the products, of which Alpha is the owner, to third parties, insofar as this is essential in the framework of the normal business activities of buyer/client.
3. The costs related to reclamation will be charged to buyer/client. In the event of reclamation,

crediting will be based on the apparent value of those products on reclamation.

#### **Article 12. Default/dissolution**

1. If buyer/client does not fulfil any obligation relating to any agreement properly or in time, then the client is in default. In this case, all claims of Alpha, of whatever nature, immediately become due and payable in full and Alpha is authorised to suspend the execution of every agreement and/or to totally or partially dissolve any agreement. The above does not affect Alpha's other rights based on the law or the agreement.

#### **Article 13. Applicable law and disputes**

1. All agreements between parties are subject to Dutch law.
2. All disputes (including interlocutory proceedings and permission for attachment) between parties will be settled exclusively by the District Court in Arnhem, insofar as such disputes fall under the court's jurisdiction and there is no mandatory legislative provision assigning competent jurisdiction to another court.

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