

Article 1. General

1. These terms apply to any offer, offer and agreement between **Ultimate Performance Projects B.V. (UPP BV)**, hereinafter referred to as "User", and a Counterpart to which User has declared these conditions applicable, provided that such conditions have not been expressly and in writing deviated from by the parties.
2. These conditions also apply to agreements with User for the implementation of which must be involved by User third parties.
3. These terms and conditions are also written for the employees of User and his management.
4. The applicability of any purchase or other conditions of the Other Party is expressly rejected.
5. Moreover, if one or more provisions in these terms and conditions are wholly or partially void or could be destroyed, then the provisions of these terms and conditions shall continue to apply in full. As a matter of time, the user and the Other Party will enter into consultations in order to agree new provisions replacing the null or destroyed provisions, while respecting as much as possible the purpose and scope of the original provisions.
6. If there is uncertainty as to the interpretation of one or more provisions of these general conditions, the explanation should take place 'in the spirit' of these provisions.
7. If a situation does not occur between the parties which is not regulated in these general conditions, then this situation should be assessed in the spirit of these general conditions.
8. If user does not always require strict compliance with these conditions, this does not mean that their provisions do not apply, or that User would lose in any way the right to comply with the provisions in other cases to require these conditions.

Article 2 Quotes and offers

1. All offers and offers from User are non-binding, unless the offer provides a time limit for acceptance. A quote or offer will expire if the product covered by the offer or offer is no longer available in the meantime.
2. The user cannot be kept to his offers or offers if the Other Party can reasonably understand that the offers or offers, or part thereof, contain an apparent error or aberration.
3. The prices indicated in a tender or offer shall not include VAT and other public charges, any costs to be incurred under the contract, including travel and accommodation, shipping and administration fees, unless otherwise Indicated.
4. If acceptance (whether or not on subordinate points) differs from the offer contained in the offer or offer, user is not bound by it. The agreement will not be concluded in accordance with this dissenting acceptance, unless user indicates otherwise.
5. A compound quote does not require User to carry out part of the contract at a corresponding part of the specified price. Offers or quotes do not automatically apply to future orders.
6. Prices depend on the US\$ price, with fluctuations in the price, User's Euro prices can also change. This can also be during the course of a quote.

Article 3 Contract duration; delivery periods, implementation and amendment agreement

1. The agreement between User and the Other Party shall be entered into indefinitely, unless otherwise the nature of the agreement arises or if the parties expressly and in writing agree otherwise.
2. If a period agreed or specified for the completion of certain activities or for the delivery of certain items, this is never a fatal time limit. In the event of a period exceeding, the Other Party user should therefore default in writing. The user should be given a reasonable period of time to implement the agreement.
3. If user needs data from the Other Party for the implementation of the agreement, the implementation period shall not begin until after the Other Party has made it properly and fully available to the User.
 - 4 Delivery is made by User. The Other Party is obliged to take matters away at the time they are made available to him. If the other Party refuses to purchase or is negligent in providing

- information or instructions necessary for delivery, the User shall be entitled to store the business on behalf of the other party's account and risk.
- 5 The user has the right to have certain activities carried out by third parties.
 - 6 The user is entitled to carry out the agreement at different stages and to invoice the section thus executed separately.
 - 7 If the agreement is implemented in stages, The User may suspend the implementation of those components belonging to the next stage until the Other Party has approved in writing the results of the preceding phase.
 - 8 If, during the implementation of the agreement, it appears that it is necessary for its proper implementation to amend or supplement it, then the parties will make an adjustment of the agreement in good time and by mutual agreement. If the nature, size or content of the agreement is amended, whether or not at the request or designation of the Other Party, of the competent authorities, etc. and the agreement is therefore amended in a qualitative and/or quantitative way, then this may also have consequences for what was originally agreed. As a result, the amount originally agreed may be increased or reduced. User will do so as much in advance as possible. An amendment to the Agreement may also amend the time limit for implementation originally specified. The Other Party accepts the possibility of amending the agreement, including the change in price and term of implementation.
 - 9 If the agreement is amended, including a supplement, the User is entitled to implement it only after it has been agreed by the person responsible within User and the Other Party has agreed to the price and other conditions specified for implementation, including the date on which it will be implemented. The failure or failure to immediately implement the amended agreement does not result in any wrongdoing by User and is not grounds for the Other Party to terminate the agreement. Without defaulting, User may refuse a request to amend the agreement if this could have a qualitative and/or quantitative effect, for example, for the work or business to be carried out in that context.
 - 10 If the Other Party is to fail in the proper fulfilment of what it has been held to The User, the Other Party is liable for all damages (including costs) on the part of User thereby directly or indirectly created.
 - 11 Nevertheless, if the User matches a fixed price with the Other Party, the User is nevertheless entitled at any time to increase this price without the Other Party being entitled in that case to terminate the agreement for that reason, if the increase in the price results from a competence or obligation under the law or regulations or finds its cause in an increase in the price of raw materials, wages and so on or on other grounds resulting in the purchase of the agreement was not reasonably foreseeable.
 - 12 If, contrary to an amendment to the agreement, the price increase exceeds 20% and takes place within three months of the conclusion of the agreement, only the Other Party who is appealing title 5 of Book 6 BW is entitled to terminate the agreement by written declaration, unless user is still willing to implement the agreement on the basis of the originally agreed, or if the price increase is nevertheless authorised to implement the agreement on the basis of the originally agreed, or if the price increase results from a jurisdiction or a user-based obligation under the law or if it is stipulated that the delivery will take place more than three months after the purchase.

Article 4 Suspension, dissolution and interim termination of the Agreement

1. User shall be empowered to suspend compliance with the obligations or to terminate the agreement if:
 1. the Other Party does not comply with the obligations under the Agreement, in full or in good time;
 2. after the conclusion of the Agreement, notify user of circumstances to be well-seen, to fear that the Other Party will not fulfil its obligations;
 3. the Other Party at the time of the conclusion of the Agreement is requested to provide security for the satisfaction of its obligations under the Agreement and that security is not sufficient or insufficient;

4. If, as a result of the delay on the part of the Other Party, it can no longer be required of User to comply with the agreement against the conditions originally agreed, User is entitled to terminate the agreement.
 1. Furthermore, the User is empowered to terminate the agreement if circumstances arise which are such that compliance with the agreement is impossible or if there are otherwise circumstances which are such as that unchanged maintenance of the agreement may not reasonably be required of User.
 2. Indien de overeenkomst wordt ontbonden zijn de vorderingen van Gebruiker op de Wederpartij onmiddellijk opeisbaar. Indien Gebruiker de nakoming van de verplichtingen opschort, behoudt hij zijn aanspraken uit de wet en overeenkomst.
 3. Indien Gebruiker tot opschorting of ontbinding overgaat, is hij op generlei wijze gehouden tot vergoeding van schade en kosten daardoor op enigerlei wijze ontstaan.
 1. If the dissolution is attributable to the Other Party, the User is entitled to compensate for the damage, including the costs, thereby arise directly and indirectly.
 2. If the Other Party fails to fulfil its obligations arising from the agreement and justifies this non-compliance dissolution, then User is entitled to terminate the agreement immediately and with immediate effect without any obligation payment of any damage or compensation, while the Other Party is obliged to pay compensation or compensation in the grounds of non-performance.
 3. If the agreement is terminated by User in the interim, User will, in consultation with the Other Party, ensure the transfer of work to third parties to be carried out. This unless the denunciation is attributable to the Other Party. If the transfer of the work for User entails additional costs, they will be charged to the Other Party. The Other Party is required to meet these costs within the time limit referred to above, unless user indicates otherwise.
 4. In the case of liquidation, of (application of) suspension of payment or bankruptcy, of seizure - if and in so far as the attachment has not been lifted within three months - on the other hand, of debt restructuring or any other circumstance whereby the The Other Party no longer freely disposes of his assets, the User is free to terminate the agreement immediately and with direct effect or to cancel the order or agreement, without any obligation to pay any compensation or compensation. In that case, User's claims to the Other Party are immediately claimed.
 1. If the Other Party cancels all or part of the order, the items ordered or prepared for this purpose will increase with any purchase and delivery costs thereof and the costs for the performance of the agreement reserved working time, who are charged in full to the Other Party.

Article 5 Force majeure

1. The user shall not be required to fulfil any obligation to the Other Party if he is hindered by a circumstance not due to guilt and neither under the law, an act of law or in circulation views.
2. Force majeure shall mean, in addition to what is understood in law and case law, all of the causes, foreseeable or non-foreseeable, to which the User cannot exercise influence, but which prevents the user from being affected, but which prevents the user from having an influence, but which means that User is unable to fulfil its obligations. Included strikes in the user's company or third parties. The user also has the right to invoke force majeure if the circumstance preventing (further) compliance with the agreement enters into force after User had to fulfil his commitment.
3. User may suspend the obligations of the agreement during the period that force majeure continues. If this period lasts longer than three months, each party shall be entitled to terminate the agreement without obligation to compensate the other Party.
 1. As far as User has now partially fulfilled his obligations under the agreement at the time of the entry into force majeure, and the following part of the self-contained value has been User entitled to invoice the already complied or complied section separately. The Other Party is required to comply with this invoice as if there were a separate agreement.

Article 6 Payment and collection costs

1. Payment must be made by assignment or individually agreed otherwise.

2. If the Other Party defaults on the timely payment of an invoice, then the Other Party is by law in default. The Other Party then owes an interest rate of 1% per week, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount payable will be calculated from the moment the Other Party is in default until the time of satisfaction of the amount fully due.
3. The user has the right to have the payments made by The Other Party in the first place in deducted the costs, then deducted the interest paid open and finally deducted the principal and the current interest.
4. The user may, without default, refuse an offer to pay if the Other Party designates a different order for the allocation of the payment. User refuse to pay the principal full prepayment if the open and current interest and collection costs are not paid.
 5. The Other Party is never entitled to set off the debt owed by him to The User.
 6. Objections to the amount of an invoice do not suspend the obligation to pay. Aprons.
 7. If the Other Party is in default or in default in the (timely) fulfilment of its obligations, then all reasonable costs for obtaining satisfaction outside court will be borne by the Other Party. The out-of-court costs are calculated on the basis of what is common in Dutch debt collection practice, currently the calculation method according to Report Preliminary Work II. However, if User has incurred higher debt collection costs that were reasonably necessary, the costs actually incurred are eligible for compensation. Any legal and execution costs incurred will also be recovered from the Other Party. The Other Party also owes interest on the debt collection costs due.

Article 7 Reservation of ownership

1. All matters provided by User under the agreement remain the property of User until the Other Party has properly fulfilled all obligations under the agreement(s) concluded with User.
2. User-delivered items, which are due to paragraph 1. subject to ownership, may not be resold and may never be used as a means of payment. The Other Party shall not have the power to pledge or otherwise object to the matters covered by the reservation of ownership.
3. The Other Party must always do everything that can reasonably be expected of him in order to safeguard User's property rights.
4. If third parties seize the matters provided under ownership or wish to establish or assert rights thereto, the Other Party is obliged to inform User immediately.
 5. The Other Party undertakes to ensure and ensure the matters provided under ownership against fire, explosion and water damage, as well as against theft and the policy of such insurance to be available to The User on first request. Give. In the event of a possible payment of the insurance, the User is entitled to these tokens. For as much as necessary, the Other Party undertakes to cooperate in advance with User in all that may (may) be necessary or desirable in that context.
 6. In the event that User wishes to exercise his property rights designated in this article, the Other Party gives unconditional and non-revocable consent to User and by User to designate third parties to enter all those places where user's properties are located and take back those things.

Article 8 Guarantees, investigations and advertisements, limitation period

1. The items to be delivered by User meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use. The guarantee referred to in this Article shall apply to matters intended for use within the Netherlands. When used outside the Netherlands, the Other Party must verify for itself whether its use is suitable for its use there and meet the conditions laid down there. In that case, the user may impose other warranty and other conditions in respect of the business or work to be carried out.
2. The guarantee referred to in paragraph 1 of this Article shall apply for a period of 30 days after delivery, unless otherwise the nature of the delivered or the parties have otherwise been agreed. If the warranty provided by User concerns a case produced by a third party, the guarantee is limited to that provided by the producer of the case, unless otherwise stated.

- 3 Any form of guarantee shall be voided if a defect has arisen as a result of or results from or results from injudicious or improper use thereof or use after the expiry date, improper storage or maintenance thereof by the Other Party and/or by third parties where, without the written consent of User, the Other Party or third parties have made changes to the case or attempted to make, other matters which should not be confirmed to them or if, without the written consent of User, the Other Party or third parties have made changes to the case or attempted to make them, other matters which should not be confirmed to them or if, without the written consent of User, the Other Party or third parties have made changes to the case or attempted to make them, other matters which should not be confirmed or if, without the written consent of User, the Other Party or third parties have made changes to the case or attempted to make them, other matters which should not be confirmed or if, without the written consent of User, the Other Party or third parties have made any changes to the case or attempted to make them, other matters which should not be confirmed or if, without the written consent of User, the Other Party or third parties have made changes to the case or attempted to make them, other matters which should not be confirmed these were processed or processed in a manner other than the prescribed one. Nor does the Other Party be entitled to a guarantee if the defect is caused by or is due to circumstances which User cannot influence, including weather conditions (e.g. but not exclusively, extreme rainfall or temperatures) et cetera.
- 4 The Other Party is required to examine the information provided immediately at the time when the matters are made available to him or the relevant work has been carried out. The Other Party should examine whether the quality and/or quantity of the delivered corresponds to what has been agreed and meets the requirements agreed by the parties in this respect. Any visible defects should be reported in writing to User within eight days of delivery. Any invisible defects should be notified in writing to User immediately, but at least within 14 days of their discovery. The notification should contain the most detailed description of the defect as possible, so that User is able to respond appropriately. The Other Party should allow the User to investigate a complaint.
- 5 If the Other Party advertises in good time, this does not suspend its obligation to pay.
- 6 If a defect is reported later, the Other Party will no longer have the right to repair, replace or compensate.
- 7 If it is established that a case is defective and has been advertised in a timely manner, the User will write the defective case within a reasonable period of time after its return or, if return is not reasonably possible, notification in respect of the defect by the Other Party, for the choice of User, replacement or care for its recovery or replacement compensation to satisfy the Other Party. In the event of a replacement, the Other Party is required to return the replaced business to User and provide the ownership to User, unless user indicates otherwise.
- 8 If it is established that a complaint is unfounded, the costs will arise, including the investigation costs, on the part of User cases, entirely on behalf of the Other Party.
- 9 After the warranty period, all costs for recovery or replacement, including administration, shipping and pre-driving costs, will be charged to the Other Party.
- 10 By way of derogation from the legal limitation periods, the limitation period of all claims and defences against User and the third parties involved by User in the implementation of an agreement shall be one year.

Article 9 Liability

1. If User is liable, this liability is limited to what is regulated in this provision.
2. User is not liable for damages of any kind caused by user based on incorrect and/or incomplete data provided by or on behalf of the Other Party.
3. If User is liable for any damage, user's liability is limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.
4. In any event, User's liability is always limited to the amount of payment of his insurer where appropriate.

5. User is only liable for direct damage. For damage during freight for delivery, User only carries liability 100% same as the forwarder in charge of that freight/delivery does.
6. Direct injury shall mean only the reasonable costs of determining the cause and extent of the injury, provided that the determination relates to damage within the meaning of those conditions, the reasonable costs incurred to ensure that User's failure to comply with the contract may be allocated to the User and reasonable costs incurred to prevent or reduce damage, provided that the Other Party proves that those costs have been met. result in a reduction in direct damage as referred to in these terms and conditions.
7. User is never liable for indirect damages, including consequential damages, foregone profit, missed savings and damage caused by corporate stagnation.
8. The liability restrictions contained in this Article shall not apply if the damage is due to intent or gross negligence of User or his managerial subordinates.

artikel 10 Risk transition

1. The risk of loss, damage or depreciation passes to the Other Party at the time when cases are brought to the Other Party into the power of the Other Party.

Article 11 Safeguard

1. The Other Party shall exempt user from any claims made by third parties, who suffer damage in connection with the performance of the contract and whose cause is attributable to other than user.
1. If, on this basis, the User could be addressed by third parties, the Other Party shall be required to assist user both outside and in court and to do without delay all that can be expected of him in that case. Should the Other Party fail to take adequate measures, user is entitled, without default, daartoe over te gaan. All costs and damage seen on the part of User and third parties are entirely accounted for and at risk of the Other Party.

Article 12 Intellectual property

1. User reserves the rights and powers that accrue to him under the Copyright Act and other intellectual laws and regulations. The user has the right to use the knowledge increased by the performance of an agreement on his side for other purposes, provided that no strictly confidential information from the Other Party is communicated to third parties.

artikel 13 Applicable law and disputes

1. All legal relations to which User is a party shall apply only Dutch law, even if a commitment is carried out in whole or in part abroad or if the party concerned in the legal relationship is there is a place of residence. The applicability of the Enens Purchase Treaty is excluded.
2. The court in the location of User has, by exclusion, jurisdiction to take note of disputes, unless the law requires otherwise. Nevertheless, User has the right to present the dispute to the court competent under the law.
3. The parties will first appeal to the court after making every effort to settle a dispute by mutual agreement.

Article 14 Location and amendment conditions

1. These conditions are filed with the Chamber of Commerce.
2. Always applies the last deposited version or version as it was at the time of the conclusion of the legal relationship with User.
3. The Dutch text of the terms and conditions always determines their explanation.