



## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

**STARLINE CLO NV.**  
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Starline CLO NV trading under the name Starline Group (hereinafter to be referred to as "Starline").

1. These general terms and conditions apply to all offers made by and/or agreements entered into by Starline or entered into with third parties (hereinafter referred to as "the Purchaser") as well as to their performance. The Purchaser accepts the applicability of these general terms and conditions by issuing his instruction or by the formation of the agreement, even if the conditions of the Purchaser were to read differently. Any applicability of the general terms and conditions of the Purchaser are expressly rejected.
2. All offers of Starline are without obligation. Instructions and acceptances of offers by the Purchaser are irrevocable. Starline is only bound if it has confirmed the order in writing or has commenced with the performance.
3. Verbal undertakings or agreements by or with its personnel only bind Starline if it has confirmed those in writing. Specific provisions in agreements which depart from these General Terms and Conditions, prevail over the provisions of these General Terms and Conditions.
4. The Purchaser can only rely on these deviating provisions if and insofar as these have been accepted by Starline in writing.
5. If after the offer or the formation of an agreement, cost-determining factors change for Starline or its suppliers including, inter alia, materials or raw materials prices, payment instrument ratios, consignment notes, import or export duties, taxes or other price-setting factors, which means that the cost price is higher than at the time of the acceptance of the offer, Starline is entitled to amend the prices accordingly. This also applies to the situation where the cost price increase was foreseeable but at the time of the formation of this agreement could not yet exactly be determined.
6. In the event of a change in an instruction accepted by Starline which has been implemented at the request of the Purchaser, Starline is entitled the charge to additional costs caused by the change on to the Purchaser.
7. All deliveries are (ex works) from the warehouse of Starline in Overpelt unless the delivery is directly from Starline's supplier to the Purchaser in which case the delivery shall be from the warehouse of its supplier. The manner of transportation shall be determined by Starline. Should the Purchaser request a different method of shipment, the additional costs are for the account of the Purchaser.



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8. The Purchaser is obliged take receipt of the items he has bought at the agreed place(s) and times. On receipt of the goods, the Purchaser must ensure there is a suitable storage space, protected against damage or theft.
9. Starline retains the title to the delivered and to be delivered goods until such time its claims, on whatever ground, in respect of the delivered and to be delivered goods are paid by the Purchaser in full, including claims due to failures to comply in the performance of one or more agreements and claims in respect of fines, interest and/or costs (and there is therefore an extended retention of title).
10. As long as the ownership of the goods delivered by Starline has not yet transferred to the Purchaser, the Purchaser may not pledge the goods or grant a third party any other rights to it. Through this provision the transferability as referred to in article 3:83(2) Dutch Civil Code is excluded.
11. In the event of processing or confusion of that delivered by Starline with an item of the Purchaser, Starline acquires the joint-ownership of the newly created good/goods or of the principal item and for the value of the (original) good it has delivered. Insofar as required, the Purchaser hereby for henceforth transfers this ownership to Starline. In the event of accession with a movable or immovable good, the Purchaser shall, if required, render his full cooperation to the separation and return of goods originating from Starline, subject to an immediately due and payable penalty of 100% of the contract price if the Purchaser fails to perform in his obligations towards Starline.
12. In the event of late payment, Starline is entitled to take possession of the relevant goods without legal intervention being required and without prejudice to its right to compensation. Starline is not liable for possible loss, either directly or indirectly, which may arise with the Purchaser or its buyers by Starline taking possession of unpaid goods.
13. Defects in any part of that delivered do not entitle the Purchaser to turn down or reject the whole batch.
14. The stated or agreed delivery time commences as soon as all the information required for the performance of the granted instruction is in Starline's possession.
15. The stated delivery and performance terms are by way of indication only and cannot be viewed as strict deadlines. Exceeding the delivery term does not make Starline liable to pay compensation and does not entitle the Purchaser not to comply with, or suspend his obligations arising from, the agreement. The Purchaser is however entitled to terminate the agreement if and insofar as Starline has not, within a reasonable term set by the Purchaser of at least four weeks, as yet performed the agreement. In that case, Starline is not liable to pay compensation.



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- 16.** Unless otherwise agreed in writing, the prices agreed with Starline are exclusive of VAT, any transport costs and government levies of whatever nature.
- 17.** Payment of invoices must take place at the office of Starline or by means of a deposit or transfer into its bank or giro account and without any deduction or discount within 8 days from the invoice date unless otherwise agreed in writing. The Purchaser waives any right to setoff of mutually payable sums. Starline is always entitled to offset all that it is due to the Purchaser with what the Purchaser and/or companies affiliated to the Purchaser, whether or not due and payable, must pay Starline.
- 18.** In the event of a partial delivery, Starline is entitled to invoice every partial delivery separately and demand payment for such.
- 19.** If the Purchaser fails to comply with the payment obligations, Starline is entitled to suspend or terminate the agreement or instruction, without prejudice to any of its rights to compensation. If the Purchaser does not pay within the agreement payment term, he is in default by operation of law without any further notice of default being required. The Purchaser shall then pay a contractual interest of 1% per month, to be calculated from the due date of the invoice, without prejudice to the right of Starline to further interest due and other costs. All costs associated to collection are for the account of the Purchaser. The extra-judicial costs are at least 15% of the invoice amount with a minimum of EUR 250.
- 20.** The Purchaser shall treat all agreements made with him, of whatever nature, and associated notes and correspondence, with the greatest possible care and discretion and not disclose such to third parties except with the written consent of Starline.
- 21.** All statements by Starline on quantities, quality and/or other indications relating to its products are made with the greatest possible care. However, Starline cannot guarantee that deviations from such will not occur. On taking delivery of the goods, the Purchaser must examine their conformity with that stated by Starline or with quantities and/or other indications agreed with Starline. Statements by Starline relating to quantities, quality, performances and such like are by approximation only and are without obligation. Images, descriptions, catalogues, advertising material, information and offers stated on the website do not bind Starline.
- 22.** Starline guarantees the soundness of the goods it has delivered in accordance with that which the Purchaser may reasonably expect. Should defects nevertheless occur in the goods delivered by Starline as a result of manufacturing defects and/or faulty material, Starline shall repair such defects (or have such done) or make the parts required for repair available (or have such done), replace the relevant part wholly or in part or apply a reasonable price reduction, all this at the discretion and exclusively at the assessment of Starline and without prejudice to the provisions in paragraph 23.



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- 23.** The guarantee referred to in clause 22, applies for 12 months from the delivery of the goods unless expressly agreed otherwise in writing. Specific guarantee conditions (G1601) have been established for Starline and these will prevail over the guarantee provisions in these general terms and conditions.
- 24.** If during the guarantee period, goods are replaced or repair work is carried out, the guarantee period is not extended or renewed.
- 25.** Not covered by the guarantee are in any event defects which arise due to, or are (partly) the result of:
- normal wear and tear;
  - the failure to observe instructions or prescriptions;
  - unforeseen or improper use;
  - overdue or improper maintenance by third parties;
  - outside influences, such as climatic influences (including loss of lacquer shine, fading of furnishings), chemical influences (including industrial precipitation), dirt impact;
  - work for third parties, changes made, by goods supplied or prescribed by the Purchaser and/or the use of non-original parts.
- 26.** The Purchaser is obliged to carefully inspect the goods after receipt (or have this done), at the risk of any claim, on whatever ground, being forfeited.
- 27.** In the event of complaints by the client/end user about the products which the Purchaser has sold, delivered and/or installed within the market, the Purchaser is obliged to make efforts to handle and resolve these complaints. If the Purchaser determines that the complaint relates to faulty materials or construction errors, irrespective whether those are covered by the manufacturer's guarantee, the Purchaser must at all times immediately contact Starline. If the Purchaser fails to comply with this obligation, he is liable for all costs which Starline (or one of its associated companies) would have to incur to handle and/or process a complaint.
- 28.** If the Purchaser complains, he is obliged to give Starline the opportunity to establish the failure.
- 29.** Repair or guarantee work carried out by the Purchaser or third parties are exclusively reimbursed by Starline after prior written approval from Starline. In the absence of this approval, this work is for the account of the Purchaser.
- 30.** All complaints must be submitted to Starline in writing by registered post at the latest within 14 days after delivery or receipt of the goods at the risk of forfeiting all rights.
- 31.** Complaints do not suspend the payment obligations of the Purchaser.



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32. Any right to guarantee or complaint lapses if the Purchaser does not fulfil his obligations towards Starline in full.
33. Starline is only liable for the defects which are the direct result of the wrong delivery of the goods, such to be proved by the Purchaser. On the relevant complaint being considered valid, Starline is only obliged, if possible, to repair or replace the items or the parts to which the complaint relates. If in the opinion of Starline the costs of repair are not proportionate to the interest of the Purchaser in the repair, the Purchaser is, at the discretion of Starline, entitled to compensation instead of repair, which compensation is limited as set out in the provisions of these conditions.
34. In all cases where Starline is obliged to pay compensation, it shall never be more than 25% of the invoice value of the delivered goods with a maximum of EUR 50,000. If the loss is covered by business liability insurance of Starline, the compensation shall in addition never be higher than the amount which is actually paid out in the relevant case by the insurer.
35. Starline is not liable for direct and/or indirect loss including consequential loss, personal injury, property damage (damage to items on which work is being carried out or items which are located in the vicinity of the place where work is being carried out), immaterial loss, arisen due to whatever cause, unless there is gross negligence or an intentional act by (employees of) Starline.
36. Every claim against Starline, except if it has been acknowledged by Starline, lapses through the expiry of 12 months after the inception of the claim.
37. If due to force majeure, Starline is prevented from performing the agreement, it is entitled to suspend the performance of the agreement and can therefore no longer be held to any delivery date or term. In that event the Purchaser is not entitled to compensation for loss and/or costs.
38. A force majeure situation includes any circumstance which is not exclusive dependent on the will of Starline, such as war, threat of war, industrial action, fire, accident or illness of personnel, operational breakdown, delays in transport, problems with production or transport not foreseen by Starline and the failure or late delivery of goods or services by third parties engaged by Starline.
39. In the event of a force majeure situation, Starline is authorised to terminate the agreement for the impracticable part by means of a written notice. If the force majeure situation continues for more than 4 weeks, the Client is also entitled to terminate the impracticable part of the agreement by means of a written notice.
40. If on the occurrence of the force majeure situation, Starline has already partially performed its obligations or can only partially fulfil its obligations, it is entitled to invoice the already performed



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med or performable part separately and the Client is obliged to pay this invoice as if it concerned a separate agreement.

- 41.** All claims of Starline's claims become immediately due and payable if the Purchaser ceases payment, applies for a moratorium, is declared bankrupt or the statutory debt management scheme is declared applicable to the Purchaser or if due to an attachment, guardianship/administration order or otherwise, the Purchaser loses the control over his assets or parts thereof or wholly or temporarily ceases business operations. In that case, Starline is entitled to terminate the agreement, without prejudice to its right to compensation and without Starline being held liable to pay compensation.
- 42.** The nullification or voidness of any provision in these conditions leaves the validity of the other provisions of these conditions unaffected. In the event of nullification or voidness of any provision of these conditions, the parties undertake to enter into further consultation on the content of the relevant stipulation whereby a connection must be sought with the provision which, as far as scope is concerned, most corresponds with the void/nullified provision.
- 43.** The agreements entered into between Starline and the Purchaser and the disputes arising from those agreements are, to the exclusion of international treaties (which expressly includes the Vienna Sales Convention), exclusively governed by Dutch law.
- 44.** Any dispute shall be heard by the Dutch court of Den Bosch / Zuid Oost Brabant unless such is contrary to mandatory provisions. Nevertheless, Starline is authorised to bring an action before the competent court in the place where the other party resides or is based.

**Pelt (BE), September 2019**