

General Terms and Conditions of JEE-O

(version of May 2020)

In these terms and conditions, the following terms are defined as stated below:

we/us: JEE-O-International, registered with the Chamber of Commerce under file reference number 65725573.

other party: the party who by signing a document or otherwise accepts the validity of these general terms and conditions.

products: all material objects capable of human control, all forms of service provision, whether or not as part of another object and regardless of the way in which the property rights and right of use have been regulated, all this insofar as the purport of these terms and conditions is not incompatible with this.

contract area: the area consisting of one or more countries where the other party is entitled to sell our products to third parties by virtue of an agreement concluded between the parties.

transaction: each actual act or legal act, declaration or conduct that establishes a commitment, a right or an agreement.

Article 1. Applicability

1. These general terms and conditions apply to the contents, formation and performance of all our transactions and replace any previous general terms and conditions and/or general terms and conditions filed and/or customary terms between the parties. The applicability of stipulations, in particular, special stipulations, which derogate from these general terms and conditions, are subject to our written confirmation.
2. With due observance of the above, the applicability of the general terms and conditions used by the other party is explicitly excluded.
3. In any case, these terms and conditions are supplemental to anything agreed between the parties.
4. The Dutch text of these general terms and conditions prevails over any translations thereof.

Article 2. Formation of the agreements

1. All offers and quotations made or given by us are without obligation, also if they contain a time limit unless explicitly stated otherwise.
2. An agreement is formed after a written confirmation from us or after a start is made with executing the agreement. Written or verbal agreements, transactions, arrangements and/or stipulations by or from our members of staff or agents can, within 5 working days, be revoked by persons authorized to represent us according to the Commercial Register.
3. The other party is bound by written confirmation from us if it has not denied the correctness of the contents of such confirmation within 3 days of receiving it.
4. The titles of the various articles in these terms and conditions merely serve as a guide and have no meaning for the interpretation of those articles.

Article 3. Term for performance

1. The terms for performance serve as an approximate only and can, therefore, not be regarded as deadlines, which means we must be given notice of default if they are exceeded. Default due to the performance term having been exceeded will never give the other party a right to compensation or to dissolve the transaction. We are entitled to adjust the performance terms if not all information required for the performance has been received by us in time.

Article 4. Prices

1. Unless agreed otherwise, our prices are ex-works, excluding VAT, packaging, packaging material, shipment, transport documents, assembly/installation, inspection, insurance and any duties or taxes to be levied by the government.
2. A reduction in value of Dutch currency, as well as price rises that occur between the moment of order and payment, give us the right to change the agreed price accordingly. We can pass wages, social security contributions, taxes, import duties, levies and other charges introduced or increased after the offer or formation of the transaction to the other party.

Article 5. Risk

1. In the event of delivery duty paid, not including the unloading of products from any means of transport, the products will travel at our expense and risk. In all other cases, the products will travel at the other party's expense and risk. The time of delivery will in such case be the time that the products have left our business location or when we have informed the other party that the products are ready for shipment.
2. Terms and conditions of delivery are interpreted in accordance with the most recently published Incoterms, insofar as they do not deviate from that which ensues from these terms and conditions and/or written agreements between the parties. War risk will always be payable by the other party.
3. We will only take out insurance at the other party's request and expense. The other party can never derive more rights from this provision than if it had taken out the insurance contract itself.
4. We may regard the address given as the current address until we have been informed of a new address. Any damage arising from this will be at the expense of the other party.

Article 6. Complaints

1. Complaints must be lodged with us in writing within 8 days of compliance by the other party. Failing that, the other party is deemed to have approved of the transaction.

2. Complaints do not give the other party the right to postpone payment for the non-disputed element of the claim. Each invocation of settlement is also excluded.
3. Exemption on the basis of hidden defects is excluded.
4. Minor deviations in terms of colour, dimensions, finish, quantity and quality that are common in the business or that cannot be avoided will never constitute a reason to complain.
5. The fact that a complaint is being dealt with does not mean that we regard it as having been received in time or that we feel it is justified.

Article 7. Liability

1. In the event of failure to perform or late, incomplete or incorrect performance in any way, without prejudice to the provisions of article 3, our obligation to pay compensation will have been fulfilled in full by a subsequent performance in accordance with the stipulations of the other party at a later time. Our obligation to pay compensation is limited to replacing (part of) the delivery or to refunding the invoice value of (that part of) the delivery that fails to comply with the agreed specifications.
2. Our liability will never amount to more than compensation for the expenses effectively incurred by the other party, subject to a maximum of 25% of the invoice amount and a maximum sum of EUR 2,500 in total.
3. Advice, instructions, calculations, statements of results or user instructions of whatever nature in connection with the use, treatment, processing, confirmation, etc. of our products are given without obligation and without any liability on our part.
4. The other party indemnifies us against all third-party claims, including claims by virtue of product liability, for compensation of damage or otherwise, which are directly or indirectly related to any delivery obligation, the delivery of goods, the delivered goods themselves or the use thereof, or any activities or advice. The other party also indemnifies us against third-party claims for compensation of damage or otherwise which are directly or indirectly related to the processing and/or (electronic) transmission of the information provided by us. The indemnification in this article does not apply in the event of intent or wilful recklessness on our part.

Article 8. Force majeure

In the event of force majeure, that is, in cases described as force majeure in these terms and conditions, we are relieved from our contractual obligations towards the other party. Force majeure includes all circumstances which must reasonably be regarded as hampering the fulfilment and/or timely fulfilment of the obligations resulting from transactions, such as fire, strikes or exclusion, war, mobilization, a declaration of war or siege, riots, governmental measures that ban or hamper fulfilment, our supplier's non-fulfilment, or at least non-fulfilment under the conditions agreed with us, floods, operational failure both at our own company and at companies we purchase materials from or where we have materials processed, or other circumstances that make normal business operations impossible, both in the Netherlands and the country of origin and/or the transit of (base) materials.

Article 9. Products, packaging and labels

1. Without our prior written consent, the other party will not make any changes to the products, their packaging or labelling.
2. The products will comply with the specifications. We are entitled to change the products and specifications as we see fit. This right also includes the right to introduce new product versions to the market and to remove certain products or parts thereof from the series of products.
3. The other party is not entitled to compensation of whatever nature in connection with a product change or termination as referred to in the previous paragraph.
4. The other party will find out if the products and product information comply with all requirements under the applicable legislation of the country where the other party sells the products. The other party will immediately notify us when any product or product information will not comply with such legislation. If the other party fails to provide us with the information referred to in the previous sentence, or if it provides incorrect information, the other party will indemnify us against all claims from third parties (including government bodies) in relation to the products failing to comply with local legislation, and against all damage and costs we suffer or incur in connection with such a claim.
5. The other party will immediately notify us of all complaints with regard to the products to be received by the other party.

Article 10. Orders

1. An order is delivered only after it has been accepted in writing. We will deliver the products in accordance with the accepted order. We are entitled to deliver the order in instalments. Unless agreed otherwise, the other party must take delivery of an order within a week of the products being ready for that.

Article 11. Complaints upon purchase and selling

1. The other party is responsible for checking the quantities. In derogation from the provisions of article 6.1, the other party must have filed a complaint about the quantities as soon as possible, but at least within three working days of receiving the goods, failing which the quantities on the waybills, delivery notes or similar documents are deemed to have been accepted as correct.
2. In the case of purchase and selling, the complaint period starts after the products have been loaded or, in the case of delivery free domicile, after the products are ready for unloading.

Article 12. Return shipments

Unless agreed otherwise, we do not take back any delivered and accepted goods. If and insofar as the parties have agreed on returning products, we are entitled to credit them at the market prices as at the day on which the products are returned, and to charge the other party at least 35% of the invoice value of the products in compensation, provided the products are in a perfect and new condition, without prejudice to our right to fulfilment and further compensation.

Article 13. Retention of title and right of pledge

- All delivered products will remain our property until all obligations under this transaction or related transactions have been completely fulfilled, also if these products have been processed, used, consumed or incorporated in other products. In the event of blending, processing or incorporation in other products, we will at all times acquire co-ownership in proportion to the value of the products that we delivered. Before payment, the other party is, therefore, not authorized to pledge the products, transfer the title thereto or transfer them on loan to third parties.
- Should the situation arise, we reserve rights of pledge in respect of all products that we deliver as additional security for the fulfilment of all obligations under this transaction or related transactions, insofar as permitted by law.
- Until full payment has been made, the other party will be obliged to insure the products against fire hazard and other risks to be insured and to keep the products with the necessary care and identifiability. Furthermore, the other party will be obliged to pledge to us, on our demand, all claims from the other party against the insurance companies arising from this as additional security for the payment of all obligations under this transaction and related transactions.
- The other party undertakes to make as yet unpaid products available to us on our demand and it hereby authorizes the person to be appointed by us to enter the room and take those products in that case.

Article 14. Rights and obligations upon termination of the agreement

- We are entitled to terminate the agreement with immediate effect in the following cases:
 - the other party has failed to fulfil an obligation under this agreement, or one of the separate purchase/sales agreements concluded in connection with that;
 - a statement and/or conduct from the other party has established that the other party will not fulfil any obligations;
 - the other party has been declared insolvent, it has been granted a (temporary) moratorium, a different, similar settlement has become applicable to the other party or the other party has otherwise fully or partially lost the power to dispose of its capital, all this regardless of whether that situation is irrevocable;
 - the other party has proposed its creditors a composition outside insolvency, moratorium or other similar settlement;
 - (some of) the shares of the other party are/have been taken over by a third party;
 - the other party infringes one of our intellectual property rights;
 - the other party offers our products to the end user for less than the recommended retail prices without our prior written consent;
 - the other party fails to require the reseller to apply the recommended retail prices, or fails to monitor compliance with this obligation.
- Insofar as the agreement is terminated by us by virtue of paragraph 1 of this article, the other party is liable for compensation. The claim is fixed at an amount of 35% of the purchase obligation, without prejudice to our right – if the damage suffered exceeds the fixed claim – to claim full compensation instead of the fixed claim.
- When we change the prices or discounts with more than 10%, the other party is entitled to terminate the agreement within one month of the change being announced, subject to a notice period of 2 months. The obligation to purchase remains in full force. Depending on how much of the contract year has lapsed, the purchase obligation will be adjusted on a pro rata basis.
- Following termination of this agreement, the other party will assign all clients of the products to us free of charge.
- Upon expiry of the term of this agreement or upon termination thereof, regardless of the reason, neither the other party nor its personnel will be entitled to any compensation for goodwill, loss of income or any other type of damage connected with the expiry or termination of this agreement. Furthermore, neither during nor after this agreement, the other party will not be entitled to compensation for goodwill relating to the activities undertaken by the other party. The other party is deemed to have built up this goodwill for us.
- In the event this agreement terminates, the other party will immediately stop and continue to stop using our brands. Orders we had already accepted upon termination of this agreement, but which have not yet been delivered at that time, will lapse automatically. The other party will provide us with specified information about client orders already accepted by the other party before termination of this agreement, and the other party will fulfil these orders. Insofar as the other party does not have enough in stock to deliver the orders referred to in the previous sentence, we will provide the other party with enough products to be able to deliver those orders, if so required by the other party.
- Upon termination of this agreement, the other party will on our demand return all promotional material, samples, demonstration models and property that belong to us, including products not yet paid for by the other party and the return of which we require. In the event that this agreement terminates as a result of our notice of termination by virtue of this article, the other party will for a period of six months after the date on which this agreement terminates refrain from developing, producing, promoting, distributing or selling any products that rival our products.
- After termination of this agreement, regardless of the reason thereof, the articles which by their nature are intended for that will remain in force.

Article 15. Confidentiality

None of the parties will disclose to third parties any of the information it takes cognizance

of within the framework of conclusion or performance of this agreement, the confidential nature of which it is aware of or could reasonably have suspected, except if disclosure is required for exercising or enforcing the rights of the disclosing party to this agreement. Both parties will disclose the aforementioned information to third parties only if the third party is obliged to use or disclose this information only in accordance with this article.

Article 16. Payment

- If no other term is mentioned, the payment term of an invoice or claim lapses 30 days after the invoice date or other date given. The other party is deemed to be in default by operation of law, i.e. without demand or notice of default, following the lapse of this term or other agreed date.
- In the event that the other party fails to make the payment within the term set out in paragraph 1, we are entitled to charge interest at 1% per month, counting from the due date.
- We can demand immediate payment of each of the other party's payment obligations in the event that the other party applies for a moratorium, is declared insolvent, liquidates its business or (partially) transfers it to third parties, is placed under guardianship or if an attachment is made against it.
- Payments received by us will first be applied to pay the (judicial and extrajudicial) costs stipulated in the next article, subsequently the interest due and finally the longest outstanding invoice or claim, even if indicated otherwise by the other party. In the event of partial performance, we may invoice each part separately.
- If we doubt the other party's creditworthiness, we may demand security. The other party will be obliged to give us sufficient security at our request.

Article 17. Costs

Any costs, including collection costs, bailiff's costs and lawyer's fees – both judicial and extrajudicial – incurred by us in order to effect the fulfilment of the other party's obligations, will be payable by the other party. The extrajudicial costs amount to 15% of the claim, subject to a minimum of € 150.00, for which no proof needs to be submitted, without prejudice to our right to fulfilment and further compensation; these are payable from the moment on which the claim has been handed over to our lawyer, regardless of whether the other party is aware of that.

Article 18. Guarantee

- We guarantee that the products comply with the state of the art, the applicable standards for drinking water plants, construction and test principles, as they apply in accordance with Dutch legislation.
- The other party will report any claims regarding defects, damage or non-conformity of the products which could have reasonably been identified upon inspection of the products to us in writing, within five working days of receiving the products at the other party's premises. The other party will report any other claims to us in writing within six months of the delivery date. Other party will send back (delivery at place, Incoterms 2010) any products with regard to which the other party says they do not conform or are damaged, and we will inspect them. We will not accept claims which are not made in accordance with the requirements set out in this paragraph and within the terms referred to in this paragraph. In the event that we are responsible for the non-conformity or damage to the product, we will at our discretion repair the products or replace them with new products, or refund the other party the purchase price of the products. Other than outlined in the previous sentence, we will not have any obligation or liability towards the other party in connection with products that do not conform or are damaged.

Article 19. Security and dissolution

In the event of non-fulfilment, late fulfilment or incomplete or incorrect fulfilment for whatever reason by the other party or if there is a justified reason to fear this, for instance when the other party applies for a moratorium, is declared insolvent, liquidizes or (partially) transfers its business to third parties, is placed under guardianship or an attachment is made against it, we are for the term of the transaction entitled to suspend fulfilment of our obligations, to dissolve the transaction in question by a mere statement and without legal interventions, without prejudice to our right to further compensation, or to demand security for prompt fulfilment. If the other party fails to fulfil any of its obligations, including the one to furnish security, all invoices and/or claims are immediately due and payable, and we are, in addition to suspending our obligations, entitled to demand adequate security for further fulfilment. JEE-O is not liable for any damage to be suffered by the other party as a result of any delay in delivery due to late payment, or the other party failing to furnish security in time.

Article 20. Perpetual clause

In the event of a (partial) assignment and/or change of its business, the other party is obliged to impose these terms and conditions on its successors and/or partners, failing which the other party remains liable towards us for their defaults.

Article 21. Multiple parties

If a transaction is concluded between us on the one hand and two or more parties on the other, they shall each be severally liable for full compliance thereof.

Article 22. Place of performance

The parties agree that the place of our registered office shall be regarded as the place where all commitments resulting from these terms and conditions shall be fulfilled.

Article 23. These terms and conditions remain in full force in the event that our business fully or partially changes name, legal form or owner.



Article 24. Applicable law and choice of forum

1. Dutch law shall apply exclusively to the general terms and conditions as well as to any agreement concluded with us. 2. In so far as not provided for differently by statutory law provision, any disputes between the parties – including those considered a dispute by only one of the parties - shall exclusively be settled by the competent court of the place where we have our registered office, which is currently Nijmegen, the Netherlands.

Article 25. Conversion If any provision referred to in these terms and conditions and applicable to the other party is void and nullified, this provision shall be replaced by a valid provision that is as close as possible to the purport of the void provision. The validity of the remaining provisions of these terms and conditions shall remain unaffected.