



Delivery Conditions English

General Conditions of Sale of Feelgood Home & Garden Products B.V. (page 01)

PURPOSE

These General Conditions of Sale apply to all sales contracts entered into between Feelgood Home & Garden Products B.V., the Vendor and its clients, the Purchasers. The Vendor's General Conditions of Sale take priority over any of the Purchaser's conditions to the contrary. Derogations to these General Conditions of Sale and to the Purchaser's Purchasing Conditions are not recognised and are only valid if the Vendor has agreed to them in writing.

ORDERS

All prospectuses, leaflets, brochures and other documentation distributed by the Vendor in any way whatsoever are in no way binding upon this latter. A sales contract only becomes valid after acceptance of the order by the Vendor. The delivery deadline given by the Vendor is purely indicative and does not create any undertaking on the part of the Vendor to meet this deadline.

PRICE

All prices are understood to be for an "ex-warehouse" delivery by the Vendor, not including packaging, but with simple collective packaging included. All taxes and duties are to be paid by the Purchaser. The cost of any transportation is to be paid by the Purchaser. Any specific conditions defined in the contracts and agreed to by the Parties take priority over the general conditions.

DELIVERY-TRANSFER OF RISK

The merchandise is considered to be delivered from the moment when they are handed over to the Purchaser according to the incoterms currently in force. From this moment onwards, the risk in relation to the merchandise is transferred to the Purchaser. Any delay in delivery does not, under any circumstances, give the Purchaser the right to cancel the order or claim any compensation. If the Purchaser should request the delivery of the merchandise according to a special model or with a special seal or particular printing, the Vendor reserves the right to ship a maximum of 10% more or less than the quantities agreed for the merchandise in question to the Purchaser, without offering any reduction in price for the merchandise delivered and, in addition, to the exclusion of any rights on the part of the Purchaser to damages and / or the termination of the contract.

COMPLAINTS

If the shipment should show any visible faults or if it does not comply with the order accepted, the Purchaser must give notice of this in writing when it is handed over to him. If a bill of lading or the delivery certificate on acceptance of the merchandise by the carrier does not show any comments relating to the packaging, this shall be taken as proof that the Purchaser, on delivery, deemed the merchandise to be in good condition and accepted them. Notice of any faults which may have been hidden at the time of the reception or delivery must be given in writing as soon as they are discovered and, in any case, within a period of one month following the receipt of the merchandise. Merchandise may under no circumstances be sent back to the Vendor without his written authorisation. All returns of merchandise must be made in the original packaging and within 8 days following the authorisation to return them. The Vendor is responsible for the good quality of the merchandise delivered, as well as for the quality of the material used, subject to the Vendor's liability being limited exclusively to an obligation to replace any merchandise which the Vendor has acknowledged not to be of good quality free of charge, to the exclusion of any other form of compensation and provided that the Purchaser has met all of his obligations to the Vendor, including the obligations mentioned in this article.



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PAYMENT

All merchandise delivered remains the property of the Vendor until the price has been paid in full. Each sum remaining unpaid at the due date, shall automatically and ipso jure, without any formal notification, incur interest of 12% on the unpaid sum. Each month which has begun shall count as a full month. The interest due on any sums which may remain unpaid for a full year, shall bear interest at the same rate. Any sum remaining unpaid at the due date shall, without prior formal notification, be increased by a fixed indemnity of 15% with a minimum of 40 EUR per invoice which has not been totally settled, as compensation for damages caused by this delay in payment. The presentation of any complaints or reservations following delays, damage, etc. does not postpone the settlement of the invoice. Nor may this litigation be settled with other invoices. If the Vendor accepts a bill of exchange as payment, there is no novation and the current conditions remain applicable.

BREACH-SUSPENSION-TERMINATION

If the Purchaser fails to fulfil any of his obligations to the Vendor, and also in the case of bankruptcy, suspension or cessation of payment, liquidation of the company or modification of the Purchaser's ownership rights, the latter is ipso jure considered to be in breach and the Vendor has the right, without formal notification or legal action being required, to suspend the execution of the contract or to terminate, as the Vendor so wishes, all or part of the contract, without the Vendor having to pay any indemnity or guarantee whatsoever, but without prejudice to the Vendor's rights. In these cases, any existing or future debt is payable in full. The Vendor therefore has the right to take the articles back and for this purpose to enter the Purchaser's company premises, at least the premises where the merchandise is located. If the Vendor, due to force majeure, is unable to fill the order, the Vendor has the right to defer the delivery until the state of force majeure is over, or to cancel all or part of the order, without having to pay any damages.

APPLICABLE LAW-COMPETENT JURISDICTION

Only Dutch law is applicable to this contract. Any litigation relating to the execution, the interpretation or the expiry of this contract fall within the exclusive competence of the competent court in Rotterdam, subject to the Vendor having the right to summons the Purchaser to appear before the court of the Purchaser's place of residence or headquarters.

PARTIAL NULLITY

If one or more of the provisions of the General Conditions of Sale should be deemed to be null and void, this nullity would have no influence on the validity of the other provisions and in this case the parties would replace the provision(s) which are null and void with provision(s) which are valid and whose economic effect is as close as possible to the provisions which are not valid. If the Purchaser's credit should deteriorate, we reserve the right, even after partial execution of a contract, to demand guarantees from the Purchaser as we may deem appropriate with a view to the proper execution of the undertakings given. Any refusal to meet this demand gives us the right to cancel all or part of the contract.

RESERVATION OF TITLE CLAUSE

The Vendor reserves the ownership of the merchandise until payment has been made in full. The risks are borne by the Purchaser. Any payments on account may be retained in order to cover any losses on resale. In case of resale of any merchandise, even if transformed, belonging to the Vendor, the Purchaser, with immediate effect, transfers to him, in the form of a pledge, all debts resulting from its resale.

Feelgood Home & Garden Products B.V. 2005