

**GENERAL SALES CONDITIONS AIR
SHOP B.V.**

Article 1 – Definitions

- 1.1 Unless the context shows otherwise, any words and expressions which have been capitalized in these general sales conditions are defined terms to which the following meaning is assigned:

"Air Shop": Air Shop B.V., registered with the Chamber of Commerce Amsterdam under number 34178161, having its corporate seat and principle office at (1525 RJ) Westknollendam, Kantoorweg 5, together with any and all of its group companies referred to in article 2:24b of the Dutch Civil Code;

"General conditions": Air Shop's general sales conditions;

"Products": any movable goods and/or services to be delivered by Air Shop;

"Purchaser": the (potential) counter party of Air Shop.

- 1.2 Whenever "written" or "in writing" is used in these general conditions it shall mean by fax, e-mail, internet or by means of any other usual (electronic) trade medium.

Article 2 - Applicability

- 2.1. THE APPLICABILITY OF THE GENERAL CONDITIONS USED OR REFERRED TO BY THE PURCHASER IS HEREWITH EXPLICITLY REJECTED.
- 2.2 These general conditions are applicable to all legal relationships of Air Shop acting as (potential) seller of products or provider of services.

- 2.3 Stipulations deviating from these general conditions must be made in writing.

Article 3 – Conclusion of Contract

- 3.1 Offers made by Air Shop are without engagement.
- 3.2 Unless agreed otherwise in writing, all offers are based on the assumption that the order of the Purchaser will be executed under normal labour conditions and during normal working time.
- 3.3 A contract between Air Shop and the Purchaser is concluded, if Air Shop confirms the Purchaser's order in writing, including by electronic means, or if Air Shop commences the execution of the order placed by Purchaser.
- 3.4 If Air Shop is not able to execute the order of Purchaser within reasonable time or not at all, it will inform the Purchaser within reasonable time after receipt of such order. In that event no compensation whatsoever shall be due by Air Shop.

Article 4 – Delivery and Time of Delivery

- 4.1 In principle, delivery of the Products by Air Shop to the Purchaser will be done EX WORKS (as such term is defined in the Incoterms 2000), unless otherwise has been agreed in writing. If it has been agreed in writing that the Products shall be transported by Air Shop, delivery shall take place CPT (named place of destination) (as such term is defined in the Incoterms 2000).
- 4.2 In the event the Products are stored for the Purchaser by Air Shop at Air Shop's premises or elsewhere, delivery of the Products shall be deemed to have taken place at the first day of storage.
- 4.3 The time for delivery indicated by Air Shop will only serve as an estimate and is not of the essence. In case of untimely delivery, the Purchaser must give a notice of default to Air Shop in writing.
- 4.4 Air Shop is entitled to deliver in consignments and to invoice such deliveries separately.

- 4.5 Measures and numbers of the delivered Products shall be determined by measurement and counting in accordance with the usual methods used by Air Shop.
- 4.6 Minor deviations with respect to the stated quantities and/or measures (i.e. 10% or less from the quantities and/or measure per Product stated in the relevant invoice) shall be accepted by the Purchaser.

Article 5 – Shipment

- 5.1 If Air Shop provides for transport of the Products to the Purchaser, the following provisions apply.
- 5.2 The Purchaser shall procure that Air Shop can deliver the Products at the named place of destination on the agreed date of delivery. If the Purchaser does not comply with this obligation, the Purchaser is in default without any further notice of default being required. Air Shop will in that case store or procure storage of the Products concerned on behalf of the Purchaser for a maximum period of 30 days. If the Purchaser does not collect the Products concerned within said term, Air Shop is relieved from its obligation to deliver the Products to the Purchaser without any compensation whatsoever being due by Air Shop.
- 5.3 The Purchaser warrants that the Products can be unloaded within the agreed time period, or, in the absence of such agreed time period, within the time normally required for unloading by using modern facilities/equipment of unloading.
- 5.4 The Purchaser is liable towards Air Shop for any damages, losses and costs which Air Shop might incur if the Purchaser does not comply with its obligations pursuant to Articles 5.2 and 5.3.

Article 6 – Prices

- 6.1 Except as agreed otherwise in writing, all prices of Products are based on delivery EX WORKS (as such term is defined in the Incoterms 2000), thus excluding costs of transport, taxes, duties, insurances and including VAT.
- 6.2 Air Shop is entitled to adjust prices for Products to be delivered in case of changes in cost prices relating to the contract, such as, inter alia, aids and

appliances, wages, insurances, freight tariffs, official currency rates, taxes, duties or other measures imposed by authorities, which occur within three(3) months after conclusion of the contract, and to pass on such adjusted prices to the Purchaser.

- 6.3 Air Shop may charge additional (transportation) costs if delivery takes place CPT.

Article 7 – Payment

- 7.1 Payment by Purchaser shall be made within thirty (30) days after the date of invoice, unless agreed otherwise in writing.
- 7.2 Payment by Purchaser shall be made in the currency set out in the invoice and without set-off, discount and/or suspension.
- 7.3 All costs with respect to payment, including but not limited to costs with respect to the provision of security, shall be for the Purchaser's account.
- 7.4 If payment is not received by the due date, Air Shop shall be entitled, without prejudice to any other rights and remedies that Air Shop may have, and without any notice of default being required, to charge interest of one percent (1%) per month over the outstanding amount(s) until full payment is received. Air Shop shall in such case also be entitled to request immediate payment of all invoices, irrespective whether these are due, and to immediately suspend performance of all of its obligations.
- 7.5 All extra-judicial and judicial costs which Air Shop might incur pursuant to a default of the Purchaser shall be borne by the Purchaser.
- 7.6 Payments by the Purchaser shall be deemed to have been made first to settle accrued interest as stipulated in Article 7.4, judicial and extra judicial costs as stipulated in Article 7.5, thereafter they shall be charged to the oldest debt, irrespective of indications made by the Purchaser.

Article 8 – Security

- 8.1 In case Air Shop has good reason to believe that the Purchaser will not

strictly or timely fulfil its obligations vis-à-vis Air Shop, the Purchaser is obliged to provide at Air Shop's first request satisfactory security in the form requested by Air Shop with respect to the fulfilment of Purchaser's obligations under the contract(s).

- 8.2 In case the Purchaser fails to comply with Air Shop's request mentioned in Article 8.1 within seven (7) days after having received such a request, any and all payment obligations of the Purchaser, irrespective of the title thereof, shall become due and payable, and Air Shop is entitled to suspend immediately performance of all of its obligations under the contract(s), without prejudice to any other rights or remedies Air Shop may have.

Article 9 – Retention of Title

- 9.1 Air Shop retains title relating to the Products delivered or to be delivered, until the Purchaser has fulfilled its payment obligations with respect to all Products delivered or to be delivered under the contract(s) and with respect to all claims based on breach of such contract(s).
- 9.2 Until the Purchaser has fulfilled its payment obligations in full, the Purchaser is neither entitled to pledge or to otherwise encumber the Products, nor to dispose of the Products in any other way than in the normal course of its business.
- 9.3 The Purchaser shall notify Air Shop immediately, if:
- (i) third parties exercise rights to the products referred to in Article 9.1 or if the Purchaser becomes aware of the fact that third parties wish to do so;
 - (ii) an application for a (preliminary) suspension of payments with regard to the Purchaser is made or granted or if any arrangements with the Purchaser's creditors are made;
 - (iii) an application for bankruptcy is filed with regard to the Purchaser or the Purchaser is declared bankrupt.
- 9.4 In case the Purchaser fails to fulfil any of its payment obligations, Air Shop has the right, without prior notice being required, to repossess the Products delivered. The Purchaser herewith irrevocably authorises Air Shop or any third party designated by Air Shop to enter those premises of the Purchaser where the Products have been stored. All costs relating

to the repossession of the Products by Air Shop shall be borne by the Purchaser.

- 9.5 Risk in respect of the Products shall pass to the Purchaser at the time of delivery or, in the event delivery of the Products is not accepted by the Purchaser, at the time of refusal of such delivery.

Article 10 – Duty to inspect

- 10.1 The Purchaser is obliged to inspect the Products at delivery or, in the event that the Products sold to it are delivered to a third party, to procure that the Products be inspected at delivery, in order to evaluate whether they conform to the contract and are free from defects. If this is not the case, the Purchaser loses its right to claim that the Products do not conform to the contract or are defective, if it has not informed Air Shop thereof as soon as possible in writing by giving reasons, and in any case within forty-eight (48) hours after delivery of the Products or after such moment that the defect or deviation should reasonably have been detected.
- 10.2 The Products in question shall remain available to Air Shop in their state at the time Air Shop receives a written notice referred to in Article 12.1. If a claim of the Purchaser under this Article 10 is considered to be justified by Air Shop, Air Shop is, at its own discretion, only obliged to either deliver the lacking part or quantity, replace the Products delivered or to credit Purchaser the amount paid for the relevant Products. The Purchaser is obliged to follow Air Shop' instructions with respect to the storage and/or return of the Products to be replaced.
- 10.3 Any claim and/or defence, based upon facts that would justify the claim that the Products delivered do not conform to the contract or are defective, expires one (1) year after the date of delivery.

Article 11 – Limitation of Liability and Indemnity

- 11.1 Except in case of gross negligence and wilful intent of Air Shop or its directors, Air Shop shall only be liable to compensate for damages and losses up to the invoice amount paid by the Purchaser with respect to the Products that caused the relevant damages and losses, unless such damages and losses are insured under Air Shop' business liability insurance. In that case Air Shop shall only be liable to compensate for such damages and losses to the extent such damages and losses are

covered by its business liability insurance.

- 11.2 Air Shop shall never be liable for consequential losses or damages, including but not limited to loss of profits, incurred losses and costs, loss of contracts, loss of savings or losses caused by disruption or stoppage of the production and/or the business.
- 11.3 Air Shop is not liable for damages and losses caused by gross negligence or wilful intent of its employees and/or agents.
- 11.4 Air Shop stipulates all legal and contractual defences that it can invoke in respect of its liability towards the Purchaser also for the benefit of its employees and agents for which it can be held liable.
- 11.5 The Purchaser shall indemnify and hold Air Shop, its agents, employees, servants, subsidiary, affiliates of subcontractors, harmless from all liability or loss including reasonable legal expenses arising out of:
- (a) any failure of the Purchaser to comply with its obligations under the contract(s), or any claim made by a third party in order to impose liability on Air Shop, its agents, employees, servants, subsidiary, affiliates or subcontractors in connection with the contract(s); and
 - (b) any claim for personal injury or property damage made by a third party in connection with the use of the Products by the Purchaser.

Article 12 – Default and Force Majeure

- 12.1 In case the Purchaser fails to comply with any of its obligations under the contract(s) and/or in case any or more of the events described in Article 9.3 sub (i) – (iii) occur, or the Purchaser is liquidated or ceases (part of) its business, Air Shop is entitled to rescind or terminate the contract(s) forthwith in whole or in part or to suspend the (further) performance of its obligations under the contract(s), all such without prejudice to any other rights or remedies Air Shop may have and without any compensation being due by Air Shop.
- 12.2 In case Air Shop terminates or rescinds the contract(s) in accordance with Article 12.1, without prejudice to any other rights or remedies Air Shop may have, any and all claims Air Shop may have vis-à-vis the Purchaser shall become immediately due and payable.

- 12.3 In case Air Shop cannot properly perform its obligations in whole or in part, whether temporarily or permanently, as a result of circumstances which are not at Air Shop's risk, including those circumstances mentioned in Article 12.4, Air Shop is entitled to rescind the contract(s) with the Purchaser, without any compensation being due by Air Shop.
- 12.4 Circumstances which are in no event at Air Shop's risk are: governmental regulations or orders which prohibit or restrict the use of the delivered products or the products to be delivered; strike or lock-out; labour shortage, shortage the Products in question to be delivered; transportation problems; limitations/prohibitions of in- and/or export; non- or untimely performance by Air Shop's suppliers or transport undertaking; disruption in the production process of the products; nature-/nuclear disasters; war, danger of war; and other circumstances which are beyond Air Shop's reasonable control.
- 12.5 Air Shop shall notify the Purchaser in writing forthwith of the event of force majeure and to what extent Air Shop will be able to continue to deliver. Air Shop shall never be obliged to purchase additional products from third parties in case of shortage. In case the Products available with Air Shop are not sufficient to deliver to all its customers, Air Shop is entitled to allocate the deliveries in such a way which seems appropriate to Air Shop.

Article 13 – Applicable law / Competent Court

- 13.1 Dutch law shall with the exception of the provisions of the United Nations Convention on the International Sale of Goods (1980) - be applicable to all legal relationships between Air Shop and the Purchaser.
- 13.2 All disputes arising under or in connection with (the performance of) any contract between Air Shop and the Purchaser as well as any disputes regarding these general conditions shall be exclusively settled by the competent court in Amsterdam, the Netherlands.

Article 14 – Conversion

- 14.1 If any provision of these general conditions is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these general conditions which shall remain in full force and

effect. Air Shop and the Purchaser agree to substitute any invalid or unenforceable provision with an invalid or unenforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.

Article 15 - Filing

15.1 These general conditions are filed with the Chamber of Commerce of Amsterdam, number 34178161.