



ATLAS Sanitation Products B.V.
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General Terms Of Delivery and Payment Of ATLAS Sanitation Products B.V., Zoetermeer, The Netherlands (nr. 63656817)

Article 1. Applicability.

1. "We" and "Us" and ATLAS means ATLAS Sanitation Products B.V. or any affiliated company.
2. These general conditions are applicable to all our offers and agreements, particularly, the agreements concerning delivery of goods to our buyer/contractor and to any agreement resulting therefrom. Any services to be provided by ATLAS, whether or not they are otherwise ancillary to and part of a sale of goods, shall be considered ancillary to a sale of goods and these General Terms shall apply to all goods and services to be provided by ATLAS.
3. "You", buyer or contractor means every person, firm, company, corporation or public authority on account of which a sales agreement or other agreement is or will be arranged. Particularly the entity in which order and for whose account the goods will be delivered.
4. These general conditions can only be excluded when explicitly agreed upon in writing.
5. These conditions exclude any buyer/contractor conditions, except where we have agreed to any amendments or other conditions in writing and whereas these conditions are not in conflict with our general conditions.
6. When buyers/contractors conditions are in conflict with our general conditions then only our general conditions are applicable. Special articles in the buyers/contractors conditions do not exclude this.
7. Delivery (of goods) also includes services and activities of any kind.

Article 2. Offers.

1. All our offers/quotations are without committing ourselves, for a limited time only and have to be considered complete unless agreed upon otherwise in writing.
2. All statements by Atlas of numbers, dimensions, weight and / or other indications of the products and / or services are made with care, but Atlas cannot guarantee that no deviations will occur. Shown or provided samples, drawings or models are only indications of such products and / or services. The content of leaflets, printed matter etc. will not be binding to Atlas unless expressly referred to in the agreement. In case of difference between the order of the customer and the confirmation of Atlas, only Atlas's confirmation will be binding. Minor deviations must be accepted by the customer.
3. Part of the offer/quotation can be models, drawings, samples, descriptions etc., as well as any appendixes and enclosures applicable to the offer/quotation. These items - including special made tools - stay our property and have to be returned on first notice. Without our written permission these items may not be copied or given to or placed under the disposal of any third party.
4. All intellectual and industrial property are reserved to ATLAS. You are not entitled to use any of our goods as a model or blue print, or to use any right of intellectual or industrial property of ATLAS vested in our products, including but not limited to know how, in order to manufacture or sell products that infringe our rights, or to manufacture or sell products that are similar to our products. The products sold to you were sold under the clear understanding that they shall not be copied and/or reproduced in any form. Breach of this article is severe and material and shall lead to full recovery/compensation of ATLAS.

Article 3. The Contract.

1. The contract comes into being when we have accepted/confirmed the order in writing and the written order confirmation has been signed and returned to us by buyer/contractor, or when the buyer/contractor has notified us of its acceptance of the offer/quotation.
2. The order confirmation sent to the buyer/contractor gives the right content of the contract.
3. Any supplementary agreement and/or promises made and/or done by one of our employees or on behalf of us done by other representative persons will only commit us when these agreements and/or promises are confirmed by one of our Directors in writing.

Article 4. Price.

1. Prices mentioned in our offers, order confirmations, price lists and on the internet are in Euro, without value added tax (VAT), EXW warehouse ATLAS, excluding transport and insurance and import duties into the country of buyer/contractor, without assembling and cost of packing, and other costs unless specified and agreed in writing otherwise. These costs will be added at the rate applicable.
2. The prices mentioned in the offer/quotation, contract and order confirmation are based on the prevailing prices of producers, raw materials, materials, labour, transportation, insurance, taxes, import duties for the Netherlands/EU or other government duties at the time the contract is effected.
3. We preserve the right to - as a result of risen cost prices mentioned in article 4.2 after the effectuation of the contract but before delivery of the

order - charge buyer/contractor for this price rise. In such a case we also preserve the right to dissolve the contract partly or completely without any judiciary intervention.

4. If the price rise mentioned in article 4.3 is more than 5%, the buyer/contractor has to right to dissolve the contract partly or completely without any judiciary intervention.

Article 5. More- and/or less work, extra costs.

1. The Buyer/contractor has the right to adjust and/or change the contract before or during the execution or construction of the contract. These adjustments and/or changes have to be ordered in writing to ATLAS by buyer/contractor. Only the adjustments and/or changes ordered in writing by the buyer/contractor to ATLAS will be executed and billed. If such a written order is missing, the buyer/contractor is still obliged to pay for the adjustments and/or changes if by other means ATLAS can prove that the appointed task are ordered for.
2. ATLAS has the right to charge the buyer/contractor for costs caused by the following circumstances:
 - a. If the contract cannot be fulfilled normally or without delay or if the contract is aggravated by circumstances beyond control of ATLAS or by circumstances attributable to the buyer.
 - b. if Government rules occur which were not known or could not be known to ATLAS at the moment of effectuation of the contract.

Article 6. Time of delivery.

1. Time of delivery starts at the moment the contract has come into being provided that all information necessary for the effectuation of the order is in our possession. All given times of delivery are approximate and can never be considered final or fatal, unless explicitly agreed otherwise in writing.
2. Transportation and delivery of goods is for the account and risk of the buyer/contractor. Transportation is EXW Zoetermeer, The Netherlands according to the latest version of the Incoterms, unless explicitly agreed upon otherwise in writing.
3. Unless the buyer/contractor arranges for its own expedition the goods will be transported by the method and forwarding company we consider being the most appropriate.
4. If delivery of goods takes place in parts we have the right to consider each delivery as individual transaction.
5. The buyer/contractor is obliged to take possession of its order within an agreed time period. If buyer/contractor fails to take possession of its order within the agreed time period and we claim payment of the contract, the goods are esteemed to be delivered and we will store the goods for risk and expenses of the buyer/contractor. If there is no time period agreed on we are entitled to the aforesaid action if the goods are not taken into possession by you within one month after our first notice.

Article 7. Complaints.

1. The buyer/contractor guarantees the correctness and completeness of and is responsible for the information given to us.
2. The buyer/contractor has to take into account the usual tolerances and minor modifications with the delivered goods.
3. The buyer shall carefully inspect the goods immediately upon delivery. Complaints of buyer/contractor, relating to defect on goods which are externally visible have to be reported within 7 days after delivery date or within 7 days after invoice date when goods could not be delivered to buyer/contractor. This report has to be done by registered letter and has to contain the specific complaint in a clear and correct manner stating the invoice number concerning the goods. Buyer/contractor has to check the delivered goods in time.
4. Defects The report has to be done as mentioned in article 7.3.
5. Every claim of buyer/contractor to us in relation to defects on delivered goods expires if:
 - a. the defects are not reported within the period and manner as mentioned in article 7.3 and 7.4;
 - b. buyer/contractor does not cooperate in the investigation to the justness of the complaints;
 - c. the goods are not treated, used or stored by buyer/contractor in the right way and/or if the goods are treated or used under circumstances not foreseeable by us;
 - d. the application of the usage of the goods in relation to which the complaints have been reported is being proceeded by buyer/contractor;
 - e. the warranty period mentioned in the individual contract is expired or when no warranty period is mentioned or the



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complaints are submitted after a period of 12 months after the delivery date.

6. If a dispute occurs about the quality of goods fabricated by us an analyses will be done by an impartial knowledgeable institution pointed out by us. The result of the analyses will be binding for both parties.
7. Buyers may not return products without prior consultation with Atlas. The costs of returning the products are borne by the buyer and the products remain his risk. Complaints on used/second hand products will not be taken into consideration.
8. Complaints about invoices have to be filed in writing within 5 days after receipt of the invoice.

Article 8. Liability.

1. If warranty of goods delivered by us is not covered by a third party (manufacturer) the warranty is covered by us. Our warranty is restricted to defects, which are the result of workmanship, and/or material defects.
2. Any necessary (de)installation adjustment and setup costs of the components of / on the goods sold and other costs of services or materials required (hours, oil, filters, etc.) are fully borne by the buyer. In addition, all possible administrative, shipping and delivery costs and any additional costs or stipulation costs to demand this warranty with the supplier of customer by Atlas are fully and unreservedly for the account of the customer. All shipping costs to the customer are always borne by the customer.
3. No warranty is given on chargers, batteries, tires and other wearing parts. Atlas reserves the right not to provide warranty or to provide deviating warranties to discounted or outlet items. No warranty is given for discoloration or deviations of minor nature, which are technically unavoidable and according to generally accepted usage.
4. Should the customer perform any repairs or changes without prior permission from Atlas or have such repaired performed by others than Atlas, then Atlas will not be bound to honor its warranty obligations. This also applies if improper use of the products has occurred by the customer or affiliates, which means the use for which the product has been reasonably intended according to the user manual. The same applies to (over)heating by heat sources, exposing products to humidity, extreme heat, cold or drought.
5. Any warranty by Atlas does not apply if and as long as the purchaser is in default towards Atlas, if the goods are subjected to abnormal conditions, or handled carelessly or inexpertly, if the products were stored longer than usual, or Atlas has not been enabled to investigate the state of the products. Unless explicitly agreed otherwise, every warranty shall expire one year after delivery.

In case a claim occurs which concerns the quality and which is determined and recognised by us as warranty as stated in article 8.1 we have the following options - at our choice - to fulfil the warranty:

- a. (free) repair of the defects;
 - b. delivery of replacement goods and/or parts after we have received the defects goods and/or parts;
 - c. repayment of the received purchase-price/ credit of the invoice sent to the buyer/contractor and dissolving the contract partly or complete without any judiciary intervention. This only if the purchase price, invoice and contract concern the delivered defect goods.
2. In case that buyer/contractor has done repairs, modifications and/or changes to the delivered goods by itself or by a third party without previous explicit written authorisation of ATLAS all warranty claims laps.
 3. Except for any obligations regarding article 8.2 we are not obliged to any compensation payments to buyer/contractor or others unless there is wilful intent or gross negligence on our side. We will not be liable for any direct or indirect loss, loss of business, interruption of work, loss of profits, savings you expected to make, wages, fees or expenses made by the buyer/contractor, its subordinates or third parties in charge of buyer/contractor caused due to late (re) delivery, non (re) delivery, delayed (re) delivery, inferior (re) delivery of goods or the goods itself.
 4. The buyer/contractor is obliged to indemnify us from any claims of third parties regarding the execution of the contract unless the law does not prohibit that these claims are for the account of buyer/contractor.?

Article 9. Retention of title, risk, security.

1. The risk and liability of the goods is immediately transferred to the buyer/contractor on delivery of the goods wherever the delivery is instructed by buyer/contractor.
2. However, ATLAS will be owner of the delivered goods until full payment of the complete order has been received. ATLAS will be permitted access to any land, location or premises of buyer/contractor to recover our goods.
3. If necessary ATLAS has the right to claim any security from the buyer/contractor for fulfilment of any commitment between us, as ATLAS seems fit.
4. Buyer/contractors has no right to pledge, sell or forfeit the goods - which are not fully paid for - to third parties.
5. Subject to article 9.4, the buyer/contractor is allowed to sell the goods to third parties only if this is part of the normal conduct of business. In this case the buyer/contractor is obliged to transfer the received money without delay directly to ATLAS. If this sale is not in cash the buyers/contractors claim has to be transferred directly without delay to ATLAS.

6. ATLAS reserves the right to recover the delivered goods which are under the possession of the buyer/contractor (or third parties) but which are still owned by us, if there is a reasonable suspicion that the contract will not be fulfilled. The foregoing leaves the usual rights as mentioned in common law unimpeded, particularly the right of us to claim the buyer/contractor after recovering the goods.
7. Buyer/contractor is obliged to insure the risk of fire and robbery of the goods that are not (fully) paid for and to show such insurance on our first notice.

Article 10. Payment.

1. Payment has to be done in EURO or in the currency mentioned in the contract, without any discount, cash at our office or by wire-transfer to our bank account number, in both cases immediately as the goods have been delivered to the location instructed by buyer/contractor except if agreed upon otherwise in writing. If account facilities have been agreed upon payment has to be made according to this agreement. All money transfer costs of the bank in the country of buyer/contractor are always on the expense of buyer/contractor. Payments by cheque are not accepted. For orders/invoices below EURO 250,00 we may charge EURO 12,50 order treatment costs.
2. Unless agreed otherwise, payment must be made within 30 days of the invoice date without any deduction or set-off. If payments are overdue the buyer/contractor is in default without ATLAS needing to notify buyer/contractor about it. ATLAS preserves the right to suspend any fulfilment of our contracts with buyer/contractor and make use of our rights according to common law. ATLAS also preserves the right to demand cash payment or other payment guarantees for future deliveries. In such a case we also preserve the right to dissolve the contract partly or in whole without any judiciary intervention by with buyer/contractor is obliged to give back the delivered goods or undo any done achievements of ATLAS, notwithstanding our right to claim compensation.
3. If buyer/contractor fails to make its payments, interest is forfeited of 7% above the prevailing base bank rate over the payment that is overdue from the moment the payment is overdue till the contract is paid for in full and which interest is claimable immediately without the necessity of prior written notice demanding such payment. ATLAS is entitled to charge buyer/contractor for any extrajudicial cost needed to cash our claim; whereas attorney's fees shall be fully recoverable. Moreover all disadvantages of loss of exchange rates or other occurring losses due to the late payment are for the account of buyer/contractor.
4. Payments are first deducted from the in article 10.3 mentioned costs, next deducted from the interest due and finally from the principal amount.
5. If the financial position of the buyer/contractor weakens after effectuation of the contract but before the delivery of the goods ATLAS is entitled to abandon the execution of the contract partly or as a whole or demand a change in the terms of payment or provides security for all its obligations.

Article 11. Circumstances beyond one's control.

Circumstances beyond one's control are any circumstances, which can or are not controllable which cause reasonable doubt to perform the contract (not accountable failure to perform). Circumstances beyond one's control also are: war, riots and hostilities of any kind, blockade, boycott, catastrophe, epidemics, shortage on raw-materials, prevention or interruption of transportation, disturbances in our company, export and/or import restrictions or prohibitions, impediments caused by measures, laws or decisions of international, national or local governments. If these circumstances causes ATLAS to fail to deliver at all or not properly or not at time ATLAS has the right to consider the contract to be dissolved for the part not yet performed or the for contract as a whole or to suspend the contract for an agreed period of time, such to our choice. In case of circumstances beyond one's control ATLAS cannot be hold liable to any compensation claim of buyer/contractor.

Article 12. Law.

All offers and contracts are governed by and interpreted in accordance with Dutch law. The Vienna Convention on the Sale of Goods is excluded.

Article 13. Jurisdiction.

In the event that the buyer resides in one of the member states of the European Union, all disputes of any kind which are in relation to and/or are consequent on any contract, offer, delivery and/or services will be subject to the jurisdiction of the competent courts in Rotterdam, the Netherlands. In case the buyer resides outside of the European Union, all disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Rotterdam. The proceedings shall be conducted in the English language.

Article 14. Modification of these terms.



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ATLAS is entitled to modify these conditions. These modified conditions are applicable to all our offers and agreements between ATLAS and buyer/contractor made or entered into after the date the modified conditions are deposited with the Chamber of Commerce. If one of the provisions of these General Terms and Conditions or of any contracts entered into based on these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions. The Contracting parties are obliged to replace the invalid provision by an effective regulation most

closely approximating the economic success pursued by the ineffective provision.

Article 15. Translation.

This Dutch text is translated into other languages. If a translation of this Dutch text is in conflict with the Dutch deposited text than the deposited Dutch text is binding.