

1 General

These terms are applicable for all sales transactions made between Amstel Products BV, hereafter to mention Amstel Products and contract partner, hereafter to mention buyer. As long as the parties have agreed no written exclusion the terms are valid.

Agreements and contracts are considered the same, hereafter to mention contract(s).

2 Offers made by Amstel Products BV

Offers are always considered to be without engagement. Amstel Products is never bound by their information given in their offers since this information is an indication and for global information only. Prices are given on the basis of the information available at the moment the offer is given, changes in market prices or rates of currencies will result in adaptation of the price.

3 Delivery of goods

On all contracts and deliveries the agreed or applicable Incoterms are valid. These are standard trade definitions that are most commonly used in international contracts. (ICC copyright) Buyer of the goods is obligated to inform Amstel Products BV about the time and place of delivery if not agreed. The buyer has to collect the goods within the time agreed in the contract. In case the buyer provides not enough information for delivery of the goods or does not accept the goods, all cost included storage will be charged to the buyer.

4 Delivery time

Delivery times are never fixed and are an indication. In case third party supplies are involved, Amstel products cannot hold responsible for postponed deliveries as a result of default in delivery of the supplier to Amstel products.

5 Responsibility of use of goods

Amstel Products cannot be held responsible for the use of the goods supplied. Every user must carry out its own application tests. Data given are based on average analysis and use. The user is responsible of meeting the legislation in force in his country. Amstel Products cannot anticipate under which conditions our products are being used; we cannot take any responsibility for any damages occurred using our products.

6 Samples

Samples and pre-shipment samples are always meant to give an impression of the physical or chemical appearances goods. Small deviations between the supplied goods and the sent sample can occur and are not considered miss delivery or subject to rejection of the goods by the buyer.

7 Ownership

Amstel Products will be considered owner of the goods as long as the payment of the agreed price did not take place completely and as long as the amount of money is not received on the bank accounts of Amstel products. Amstel Products is allowed to visit the places where the buyer has stored the by Amstel products owned goods. Buyer is not allowed to use the goods as payment to third parties. In case third parties claim attachment of property, the buyer will immediately inform Amstel Products. Buyer is obligated to insure the goods against fire, water or other damage and has to show Amstel Products the Insurance policy on first request.

8 Complaints and failure deliveries

Failure delivery and damage have to be reported as soon as possible after delivery of the goods. In case of damage or failure, buyer has to note this on the transport documents and also inform Amstel products immediately in writing. Transport damage and visual damage have to be reported within 24 hours after delivery by Email or fax.

9 Payment

Payment has to be fulfilled within the term agreed in the contract. In case payment takes place later as agreed Amstel products has the right to invoice the buyer for extra cost which is: 1.5% of interest on the open amount per 30 days, calculated from the invoice date up to the day payment received on the bank account of Amstel Products, less the agreed term in the contract or agreement. Payments are considered to cover interest and cost first, after that the remaining part is to cover the invoices. No matter what the description of the buyers payment is.

All cost to do with collection of accounts are for the buyer, minimum cost are 15% for the first 15.000 Euro and 5 % for the remaining part.

10 Third-party claims

Amstel Products has covered the insurance for damage claimed by third parties. The insurance is covered at NV Interpolis Schade, Tilburg; policy number 0095158790; amount insured: Euro 2.270.000 per case. Other information needed about this policy on request.

Amstel products will reject all claims not covered by its insurance policy. If the buyer estimate the risk higher then the policy of Amstel Products BV, the buyer has to cover the remaining risk by an own insurance policy. Parties can agree upon splitting the cost of such an insurance policy on request of the buyer.

11 Unforeseen circumstances

Should any circumstances preventing the complete or partial fulfillment by either party of the obligations under the contract, the time stipulated for the fulfillment of the obligations shall be extended for a period as long as such circumstances will remain in force.

Such circumstances are: fire, acts of elements, wars, military operations of any character, blockades, prohibition of import or export.

12 Default

In case Amstel Products is default in delivery and the default has neither been caused intentionally or by gross negligently then the buyer will not be entitled to put forward damage claims.

13 Termination

If the buyer is not able to pay the goods or is not able to proof that he can pay the goods or does not apply the payment terms as agreed, Amstel Products has the right to terminate the contract or agreement. After termination all rights of Amstel Products to claim damage and losses, also loss of profit, remains.

If unforeseen circumstances are in force for more than three months each party shall have the right to refuse any further fulfillment of the contract or agreement under the contract. In such a case neither of the parties shall have the right to make a demand upon the other party for compensation for any possible losses.

In case defaults of delivery of suppliers to Amstel Products occur, Amstel Products BV has to try to find other suppliers to fulfill their obligation. In case this is not possible or heavy loss occur, Amstel Products BV has the right to terminate the contract.

14 Arbitration

All disputes arising out of or in connection with the present contract or agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

15 Applicable law

The law of the Netherlands will be valid. Place of jurisdiction is Amsterdam.

16 Validity of this general terms of sale

These terms are valid as from the 1st of January 2005. In case parts of the terms are not relevant or rejected the remaining part of the terms remains applicable.

Ouderkerk aan de Amstel,
January 1, 2005