

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Article 1 Applicability

1. These General Terms and conditions are applicable to all quotations for and agreements of purchases and sales.
2. Deviations from these General Terms and Conditions are only valid if they have been agreed upon in writing between the parties. The provisions of these General Terms and Conditions, of which such an agreement implicates no deviations, remain applicable in full.

Article 2 Quotations and agreement

1. All quotations by or on behalf of the Seller made in whatever form, including price lists, catalogues and pictures in brochures, are free of any obligation.
2. An agreement of purchase and sale originates after written or oral confirmation of an order on the basis of a quotation, unless a quotation free of any obligation is subsequently immediately retracted.

Article 3 Totals, sizes and quality

1. For totals and sizes of goods to be supplied by the Seller, the tolerances allowed according to internationally used standards apply.
2. Goods to be supplied by the Seller shall suffice with regard to internationally used quality standards. If special quality characteristics with respect to goods to be supplied by the Seller have been agreed upon, at the request of the other party a quality certificate for the goods will be issued.

Article 4 Delivery

1. The delivery of goods destined for a party established inside the Netherlands takes place carriage paid to the destination. The delivery of goods destined for a party established outside the Netherlands takes place ex-works.
2. Delivery periods indicated by the Seller are carefully established on the basis of information known at the time of concluding the agreement, but they do not comprise terms within which Seller is bound carry out his obligation to deliver. Exceeding these terms, due to whatever cause, in no event causes the Seller to become owing any compensation for any damage caused. Furthermore, any delays in delivery will not comprise a reason for the dissolution of the agreement.

Article 5 Prices and payment

1. The prices are those applicable on the day of delivery, excluding VAT.
2. Payments must be made within thirty days of the invoice date, without crediting, debiting or suspension for whatever reason, unless this has been explicitly agreed between the parties.
3. If an invoice has not been paid when due, the other party becomes in default without any notice of default being required. From that time, on top of the amount of the invoice the other party becomes owing legal interest plus 2% per month, where a part of a month is counted as a whole month.
4. All costs resulting from an agreement, including costs of judicial and extrajudicial collection of due amounts, are borne by the other party. The costs of judicial and extrajudicial collection are set at 15% of the outstanding amount with a minimum of €50.

Article 6 Retention of title

1. The Seller retains ownership of the goods supplied by him up to the time of full payment having taken place for all goods supplied or to be supplied to the other party in compliance with the agreement, including the payment of any claims the Seller may have on the other party due to failing in compliance with any payment obligations resulting from an agreement. The other party at present already grants the Seller permission to access the other parties grounds and structures in order to execute the rights derived from the above mentioned retention of title.
2. Before full payment has taken place, the other party may not dispose of goods supplied by the Seller to third parties, nor encumber them with any rights.

Article 7 Complaints

1. Any complaints regarding goods supplied by the Seller must be submitted in writing by the other party to the Seller within eight days of delivery.
2. Any complaints submitted do not entitle the other party to suspend compliance with his payment obligations.

Article 8 Act of God

Neither party is bound to compliance with any obligation if it is prevented from compliance as a result of a circumstance through no fault of its own, or a circumstance due to compliance with the law, a legal act or a circumstance in traffic.

Article 9 Liability

1. The Seller is not liable for any shortcoming in compliance with its obligations from the agreement if an agreement concluded by an oral order with the other party is not confirmed in writing within 48 hours.
2. The Seller is not liable for damage, of whatever nature, originating as a result of defects in or variations of goods supplied.

Article 10 Jurisdiction and applicable law

1. Any disputes resulting from an agreement concluded between the parties to which these general terms and conditions apply will be exclusively judged by the competent Dutch court of law, unless imperative rules of law dictate otherwise.
2. Agreements to which these general terms and conditions apply, as well as resulting questions or associated aspects, are fully governed by Dutch law.

Article 11 Filing of the agreement

These general terms and conditions are filed in the Dutch language at the Chamber of Commerce in Eindhoven.