



## Terms & Conditions

### 1. Validity

These terms and conditions apply to all of our offers, statements, undertakings and agreements provided that and to the extent that we have not indicated otherwise in writing. In all circumstances these terms and conditions are to be given preference over any similar terms and conditions that may have been issued by the buyer.

### 2. Offers

All of our offers and quotations are issued without any obligation on our part. The same applies to any statements we may make concerning the technical properties and specifications of our products, and statements regarding delivery times, which are simply a rough indication based on normal circumstances. Under no circumstances can the buyer claim the right to refuse to accept the goods on the basis of any such statements, nor can the buyer suspend the payment obligations incumbent upon the buyer on this basis, unless the buyer is entitled to dissolve the agreement. Quotations are calculated on the basis of the prices that apply at the time. We reserve the right to pass on any increase in fees, charges, excise duties and purchase prices, also in the event that the increase in the latter is solely due to a difference in the exchange rate.

### 3. Agreements

We are only bound by agreements, including agreements made with third parties by intermediaries (representatives) acting on our behalf, if we have confirmed the agreement in writing and from that point on.

### 4. Delivery

Delivery is ex warehouse, which is also understood to include the place from which products are delivered by us or on our behalf, from which point on the products are at the buyer's risk. All transport costs are to be borne by the buyer, and even if some other agreement has been made regarding transport and transport costs, the products are still considered to be at the buyer's risk. The

buyer must collect the goods within 7 days of the goods having been made available. Should the buyer fail to do so the risk will still transfer to the buyer, in which case we are authorized to arrange for the products to be stored elsewhere at the buyer's expense.

## **5. Force majeure**

In the event that we have to contend with force majeure, the carrying out of the agreement will be suspended while the situation that constitutes force majeure makes it impossible for us to carry out the agreement, without prejudice to our entitlement to dissolve the agreement without the need for recourse to the courts, in which case the buyer is simply obliged to pay a reasonable fee for any work already carried out.

Within the context of this agreement, among other things force majeure is understood to include war, danger of war and riots, obstructive measures implemented by government authorities in the Netherlands or abroad, fire, industrial action, damage to machines, shortage of personnel, blocking of traffic, lack of transport, flooding, lock-out, sabotage and all unforeseen circumstances in general in the Netherlands or abroad, as a result of which we can no longer reasonably be expected to comply with the terms of the agreement. Force majeure is also considered to exist if as a result of circumstances, or if for any reason whatsoever, the supplier from whom we have ordered goods that have been resold, or the materials or parts needed to make these goods, fails to deliver the goods, materials or parts (on time), or if for any reason whatsoever the agreement concerning the sale and purchase of the said goods, materials or parts is cancelled.

## **6. Liability**

We cannot be held liable for damage or loss of any kind, either direct or indirect, that might result from the use or unsuitability of products supplied by us. With regard to goods that we have in our possession in connection with the carrying out of an agreement, the buyer is obliged to indemnify us in full from any claims that may be made by third parties. This also applies to any claims for compensation that can be directly related to the goods in question. In the unhoped-for event that we are obliged to pay compensation, the compensation in question can never exceed 50 % of the price noted on the invoice.

## **7. Guarantee**

Our guarantee, if issued, is limited to the provision of new parts (in replacement of faulty parts). Expressed in monetary terms, the guarantee is limited to the invoice value of the goods delivered to the extent that the goods in question are

found to be defective. If the defect in question is covered by the manufacturer's guarantee, the terms of the manufacturer's guarantee also apply to the buyer, with us as an intermediary. The buyer is to indemnify us from all claims that may be made by the buyer's customers, regardless of the grounds on which the claims are made.

The buyer undertakes to notify its customers of the full terms of our guarantee. Assembly work, repair work and/or maintenance work carried out by us or by a third party appointed by us is guaranteed for a period of three months from the date on which the work was completed provided that the client notifies us immediately after having noticed the defect and provides us with an opportunity to rectify the problem. The right to make a claim under the terms of the guarantee ceases to apply if third parties have carried out work without our prior knowledge and consent, that can be linked to assembly work, repair work and/or maintenance work carried out by us regard which a claim is made under the terms of the guarantee.

## **8. Retention of title**

Goods delivered by us remain our property at the buyer's risk and expense until such time as all outstanding amounts owed to us by the buyer for any reason whatsoever have been paid in full. If the buyer is in breach of contract, we are entitled to repossess goods that have been delivered, or to arrange for goods that have been delivered to be repossessed, without the need for any further formalities.

## **9. Complaints**

Complaints must be made in writing and must be received by us within 8 days of the date of delivery. In the absence of any such complaint the buyer is considered to have accepted the goods that have been delivered. Complaints relating to an invoice only apply if submitted in writing within 5 days of the receipt of the invoice. Any such complaints do not give the buyer the right to suspend payment. Setoff is explicitly excluded.

## **10. Payment**

Payment is to be made within 30 days of the date of the invoice at the latest. In failing to observe this term of payment the buyer is in default by operation of law, in which case we are entitled to increase the outstanding amount with the addition of interest at a rate of 1 % per month on account of negligence, from 30 days after the date of the invoice. In the event that we are forced to enlist the assistance of a third party in seeking to recover our claim against the buyer all legal costs and extrajudicial collection costs are to be borne by the buyer,

who agrees that extrajudicial costs are to be set at 15 % of the outstanding claim subject to a minimum of €30,-, without any prior demand for payment being required.

### **11. Disputes**

All disputes are to be brought before the District Court in Arnhem as the court of competent jurisdiction, notwithstanding the legal provisions regarding the competence of the subdistrict court and without prejudice to our right to bring the case before the court in the place in which the buyer resides should we see fit to do so. The law of the Netherlands shall be applied with the exclusion of the United Convention of Contracts for the International sale of goods.

### **12. Remark**

This is a free translation of our general terms and conditions of sale and delivery. Only the Dutch text is binding.