

# General Terms and Conditions of Sale and Delivery

- 1.1 All references to “VENDOR” below shall be understood to mean a member of the above trade organisation(s) as seller, vendor, (sub)contractor, supervisor or in whatever capacity. All references to “PURCHASER” below shall be understood to mean the prospective purchaser, prospective client and in general opposite party to Vendor.
- 1.2 These terms and conditions apply to all agreements of Vendor in which Vendor undertakes to deliver goods and/or services.
- 1.3 Any terms and conditions of purchasing or other terms and conditions applied by Purchaser are not binding on Vendor, except when and insofar as Vendor expressly accepts these in writing.
- 1.4 Commercial terms used in quotations, order confirmations or in any other sense, must be interpreted in accordance with the international Rules for the interpretation of Commercial Terms produced by the international Chamber of commerce (ICC Incoterms) in force at the time the agreement is concluded, insofar as the Rules do not conflict with these General Terms and Conditions of Sale and Delivery.
- 2.1 Proposals, price lists and other communications from Vendor are not binding on Vendor. Agreements with Purchaser only exist once they have been confirmed in writing by Vendor.
- 2.2 In the event of any discrepancy between the order from Purchaser and the written confirmation from Vendor, only Vendor’s confirmation is binding.
- 2.3 If an order is placed with one of Vendor’s staff by word of mouth (including by telephone), the order is only valid once it has been accepted by Vendor and the agreement only exists if Vendor has not informed Purchaser within the period given below that he does not accept the order, or not as placed:  
with delivery from stock: within ten working days of the order being placed;  
with delivery that does not come under a: within four weeks of the order being placed.
- 2.4 Vendor is entitled to require advance payment or a guarantee if in his reasonable opinion the financial situation of Purchaser gives cause for this, and to postpone fulfilment of all or part of the agreement in the meantime. If this advance payment is not made or if the guarantee is not provided in response to Vendor’s reasonable demand, Vendor is entitled to terminate the agreement simply with a written statement and without involving the law, without prejudice to Vendor’s right to compensation, if grounds exist, and without Purchaser being entitled to claim any compensation.
- 2.5 If as a result of force majeure Vendor can no longer reasonably be required to fulfil his obligation to deliver, he is entitled to postpone the delivery. Should these circumstances continue for more than two months, both parties shall be entitled to terminate the agreement with reference to the goods affected by force majeure simply with a written statement.  
Force majeure shall be defined, among other things, as:  
any kind of disturbance of work or interruption of work, regardless of its origin;  
delays in delivery or late delivery by Vendor’s suppliers or one of these;  
transport problems or transport difficulties of any kind which hinder or interfere with the transport to Vendor’s company or from Vendor’s company to Purchaser;  
import and export restrictions of any kind.
- 2.6 All additions, changes and subsequent agreements to the agreement are valid only if they have been agreed in writing.

- 2.7 The goods are sold and delivered subject to the usual tolerances for measurements, quantities and weights, unless explicitly agreed otherwise.
- 2.8 Vendor is not responsible for errors in illustrations, sizes, weights, quality and/or price (lists).
- 3.1 The agreed delivery times are always approximate.
- 3.2 Without prejudice to the provisions of Sub-Clause 2.5 and except in the case of force majeure, failure to deliver by the approximate delivery time does not give Purchaser the right to terminate the agreement and/or to compensation, unless Purchaser can prove Vendor acted deliberately or is grossly at fault.
- 4.1 Purchaser must check the contents of the delivery immediately on arrival for any discrepancies with the terms of the agreement. Any complaints must be submitted to Vendor in writing within ten working days of the delivery date. After the said period has elapsed, the contents of the delivery are considered to have been accepted by Purchaser finally and unconditionally. Any legal claims must be lodged no more than one year after giving timely notice of complaint otherwise they cannot be pursued.
- 4.2 Quality requirements or quality standards for goods to be delivered by Vendor must be explicitly agreed.
- 4.3 Vendor's warranty never extends beyond the explicitly made agreements on quality or explicitly agreed quality standards.
- 4.4 If Purchaser's complaint is valid, taking into consideration the conditions above, Purchaser has the choice between taking delivery of a replacement or – insofar as Vendor is culpably at fault in the matter despite proper written notice of default from Purchaser – terminating the agreement either wholly or in part. Purchaser must keep the faulty goods available for Vendor.
- 4.5 Any guarantee provided by Vendor does not apply if:  
and as long as Purchaser is in default towards Vendor;  
the goods have been exposed to abnormal conditions, or handled in a negligent or incompetent manner;  
the goods have been stored for longer than normal and it is conceivable that this has led to a deterioration in quality;  
Vendor is not given the opportunity to investigate a defect within ten working days of its discovery;  
A year has elapsed since the delivery.
- 4.6 Vendor does not guarantee and is never deemed to have guaranteed or to vouch that the purchased goods are suitable for the purpose for which Purchaser wishes to treat, process or have them used, or uses them. Samples are only provided as an indication.
- 4.7 If this agreement concerns goods which Vendor obtains or has obtained from third parties, Vendor's responsibility and/or liability is limited to the extent of the responsibility and/or liability of Vendor's supplier towards Vendor. This condition only applies insofar as its application is more favourable to Purchaser than the application of the conditions laid down in 4.4 and 4.6.
- 4.8 Without prejudice to any warranty referred to in this clause, neither Vendor, Vendor's staff nor any third party engaged by Vendor is/are ever, in any capacity whatever, liable for any damage to Purchasers or any third party in connection with any sales commitment, the delivery of goods, the delivered goods themselves or the use thereof, or from any work or recommendations.

- 5.1 If the goods are ready for collection by Purchaser, regardless of the agreed method of transport, and Vendor has informed Purchaser of this, Purchaser is required to take them at once. Failure to meet this obligation gives Vendor the right to store the goods for account and risk of Purchaser, or to keep them in store and to invoice Purchaser for the cost without Purchaser being entitled to refuse payment afterwards on the grounds of non-delivery.
- 5.2 Purchaser is required to unload the transport as quickly as possible once it reaches him. Failure to meet this obligation means that the conditions under 5.1 apply correspondingly.
- 5.3 The means of transport is the option of Vendor, without this choice detracting from the stipulations in Sub-Clause 2.5.
- 5.4 The goods for delivery by Vendor travel for account and risk of Purchaser, unless expressly agreed otherwise.
- 6.1 All payments are due within thirty days of delivery, net cash and without Purchaser being entitled to any discount or set-off which is not expressly agreed. Any different payment arrangements must be agreed in writing.
- 6.2 Purchaser is deemed to be in default with payment, without any payment demand or notice of default being required, after the expiry of the period mentioned in Sub-Clause 6.1, if payment has not been made in full within that period, or if (extra)judicial suspension of payment or bankruptcy has been requested or granted.
- 6.3 In the case described in the previous clause, Purchaser owes Vendor interest on the unpaid amount up to the day of settlement, at the rate of 2% over the official discount rate for promissory notes of the Dutch Central Bank (de Nederlandsche Bank), with the addition of the extra charge which the banks apply to debit interest. If Vendor needs to take (extra)judicial action in connection with the failure to pay on time, all costs arising out of this are for account of Purchaser, without prejudice to the right to compensation.
- 6.4 Vendor is entitled – regardless of different provisions or payments – to deduct all payment, in whatever order Vendor chooses, from the amount Purchaser owes Vendor in consideration of deliveries, interest and/or costs.
- 7.1 All delivered goods remain exclusively the property of Vendor until such time as Purchaser has fulfilled all obligations arising out of or connected with agreements in which Vendor has undertaken to deliver. Up to that time, Purchaser is required to keep the goods delivered by Vendor separate from other goods and clearly identified as the property of Vendor.
- 7.2 The reservation of title leaves intact Purchaser's right to sell the goods to customers within the normal conduct of his business, as well as his right to process the goods, as long as Vendor does not exercise his right to terminate these rights of Purchaser because of Purchaser's non-fulfilment of his obligations to Vendor.
- 8.1 All agreements of Vendor are governed by Dutch law, insofar as these General Terms and conditions of Sale and Delivery are also drawn up in a language other than Dutch, the Dutch text is final in the event of any differences.
- 8.2 All disputes which may arise between the parties shall be adjudicated exclusively by the competent court of law in the Netherlands in the district where Vendor's company is established unless the rules of imperative law lead the court to declare that another court is competent.