

1. OFFERS

All offers, price lists and other details of Vendor are subject to contract unless it has been stated otherwise. Consequently, they shall only become binding insofar as it is expressly announced by Vendor.

2. AGREEMENTS

1. An agreement between Vendor and the Other Party is formed exclusively by the confirmation of an order by Vendor, either in writing or by email.
2. An order confirmation is deemed to be correct, unless written objections against it have been received within ten days of dispatch.
3. Amendments proposed by the Other Party shall only bind the Vendor if they have been expressly confirmed by Vendor.

3. QUALITY AND DESCRIPTION

1. The Vendor is committed to the Buyer to supply the goods to Buyer following the description, size and quality as described in more detail in the order confirmation. However, small deviations are permissible.
2. The Vendor does not guarantee that the goods are suitable for the purpose for which the Buyer intends them, not even when this purpose has been made known to the Vendor, unless the contrary is agreed between Parties.

4. RECOVERY

1. Buyer is obliged to inspect the goods or, as the case may be, the packaging for any faults or damage immediately on delivery.
2. Any faults or instances of damage that are discovered should be reported to Vendor in writing always as soon as possible and at the latest within ten days of the discovery or ten days after they could reasonably have been discovered; if Buyer fails to report the faults or damage, Buyer's right of recovery shall lapse.

5. PACKAGING AND SHIPPING

1. The Vendor is committed to the Buyer to package the goods properly (unless the nature of the goods dictates otherwise) and to protect them in such a way that they, when transported normally, should reach their destination in good condition.
2. The goods shall be delivered by the Vendor or shipped by delivery to the arranged place or places designated as stipulated in the order or arranged at a later time.

6. STORAGE

1. If for any reason the Buyer is not able to take delivery of the goods at the arranged time, the Vendor shall, Vendor's storage facilities permitting, at the Buyer's request, store the goods, protect them and take all reasonable measures to prevent deterioration of their quality until the Buyer can take delivery of the goods.
2. The Buyer is obliged to compensate the Vendor for the storage costs in accordance with the rates that normally apply to the Vendor or, in the absence of such a rate, in accordance with the rates that normally apply in the industry, as of the date of delivery arranged in the sales contract. During this period, no delivery will take place and the goods shall remain the property of the Vendor and the Vendor shall bear the risk for them.

7. TRANSFER OF OWNERSHIP AND RISK

1. Subject to the provisions of paragraphs 2 and 4 of this Article, the ownership and the risk of the goods shall be transferred to the Buyer on delivery. Unless otherwise agreed, the time the items leave the Vendor's warehouse shall be regarded as the time of delivery.
2. As long as the Buyer has not paid, or has not furnished security for, the full amount of the purchase price with any additional costs, the Vendor shall retain ownership of the goods. In that event, the ownership shall be transferred to the Buyer as soon as the Buyer has fulfilled all Buyer's obligations to the Vendor.
3. As long as the goods remain the property of Vendor, Buyer shall not have the authority to dispose of or encumber items bought subject to retention of title, to give one or more third parties the actual full or partial control over those goods or to perform a juristic act that obliges Buyer to turn the actual control fully or partial over to one or more third parties, subject to an immediately due and payable fine of EUR 25,000 per violation.
4. If the Vendor has any obvious doubts about the Buyer's payment capacity, the Vendor is authorised to suspend Vendor's obligations to deliver until the Buyer has furnished security for the payment. The Buyer shall be held liable for the damage Vendor incurs arising from this delayed delivery.

8. TIME OF DELIVERY

The Vendor shall deliver the goods within, or as the case may be, immediately after the end of the delivery period as stipulated in the order confirmation. If no delivery period has been arranged, or if it is a blanket order, delivery should be taken within six months at the latest.

9. FORCE MAJEURE

1. The arranged delivery period shall be extended by the period during which the Vendor is prevented from fulfilling Vendor's obligations due to circumstances of force majeure.
2. Vendor may assert force majeure if the Vendor, after the conclusion of the sales contract, is prevented from fulfilling Vendor's obligations arising from that sales contract or the preparation of those obligations as a consequence of war, hostilities, civil war, terrorist activities, uprising, wilful damage, fire, water damage, flooding, job strike, factory sit-in, lockout, import and export restrictions, including the circumstances in which the supplier does not deliver on time, government measures, machinery breakdowns, power failures and all applies to both the Vendor's works and those of third parties from whom the Vendor must buy the necessary materials or commodities either fully or partially, and also during storage and during transport, whether or not by the company itself and furthermore all other causes that cannot be imputed to the Vendor or are beyond the control of the Vendor.
3. If the delivery is delayed by more than two months due to circumstances of force majeure, both the Vendor and the Buyer are authorised to consider the agreement terminated.
4. If a circumstance of force majeure arises and part of the agreement has already been executed, the Buyer has the authority, if the remaining delivery is delayed more than two months due to circumstances of force majeure, to either keep that part of the goods that has already been delivered and pay the sum due for it, or to regard the agreement as terminated, including for the part that has already been executed on the obligation that the part that had been delivered to Buyer is returned to the Vendor at the cost and the risk of the Buyer, if the Buyer can prove that the part of the goods that has already been delivered cannot be used effectively because the remaining goods cannot be delivered.

10. GUARANTEE

1. The Vendor guarantees the goods delivered by Vendor for a period of six months from the delivery insofar as the goods have been stored without being used and free of the effects of light and moisture, and after this period Vendor cannot be held liable any more.
2. In all cases, the liability of the Vendor is limited to replacement of the goods. Vendor is not obliged to pay compensation for consequential damage, including loss of profits.

12. PRICE AND PAYMENT

1. Vendor is entitled to raise the purchase price in the event of exceptional circumstances or due to statutory regulations.
2. The Buyer is obliged to pay the purchase price within 30 days of the delivery. However, Vendor is always entitled to stipulate that the purchase price must be paid (partially) in advance, in which case Buyer is obliged to pay within 30 days of the date on the invoice.
3. Every payment by Buyer shall always firstly serve to settle the interest due and the collection costs incurred by Vendor and shall afterwards be settled with the oldest unpaid claim.
4. Buyer is not authorised to settle any sum arising from a claim owed to Buyer with the purchase price.
5. If the Vendor decides to take out-of-court measures in the event of the Buyer's breach of contract, the costs arising from those measures shall be borne by the Buyer. These costs are the costs on top of the principal in accordance with Extrajudicial Collection Costs (Fees) Decree of 1 July 2012.
6. The Buyer who uses his right to storage as intended in Article 5 shall remain obliged to pay the purchase price at the time specified in paragraph 2.

13. DISSOLUTION

1. Vendor retains the right to dissolve the agreement without judicial intervention the moment the Buyer is declared bankrupt, applies for a provisional moratorium, or a request of the Vendor, natural person, is granted by the court to allow Buyer to participate in the debt management scheme or loses his power of disposition of his assets due to seizure, placing under guardianship or due to any other reason.
2. Reciprocal claims become immediately due and payable on dissolution. The Buyer shall be held liable for the damage, consisting of such things as loss of profit and transport costs, incurred by the Vendor.

14. CONFLICT BETWEEN DOCUMENTS

In case of conflict between the text of the order confirmation and these General Terms and Conditions, the text of the order confirmation will prevail without prejudice to the remaining provisions of these General Terms and Conditions.

15. APPLICABLE LAW

This agreement is governed by Dutch law. The Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, Vienna 11 April 1980, Treaty Series. 1981, 184 and 1986, 61) does not apply to this Agreement.

16. SCOPE OF THESE GENERAL TERMS AND CONDITIONS

These General Terms and Agreements apply to all offers and agreements with Vendor. Insofar as Vendor might refer to other terms and conditions in Vendor's offer or acceptance, the applicability of the latter is expressly rejected.

17. DISPUTES

1. All disputes that might arise between Parties shall by reason of their agreement or further agreements and other acts in connection with the present agreement shall be arbitrated by the competent court in Vendor's place of business.
2. A dispute shall be deemed to have arisen as soon as one of the Parties declares it to have arisen.