

AGB - General Terms and Conditions VAV

1. General

- 1.1 These terms and conditions are applicable to all agreements and offers for the supply of goods.
- 1.2 Any agreements that deviate from these terms and conditions bind us only if we have explicitly confirmed them in writing.
- 1.3 General terms and conditions (of purchase) of our client do not apply, unless we have explicitly confirmed this in writing.

2. Offers

- 2.1 All our offers are without obligation and, based on the written information provided to us by our client at the time of the request, are valid for 14 days, unless indicated otherwise.
- 2.2 Unless indicated otherwise, all prices are exclusive of turnover tax.
- 2.3 Deviations from offers made only bind us if we have explicitly confirmed or approved them in writing.
- 2.4 A received order is binding for us, unless we notify the client that the order has not been accepted within 14 days of receipt.

3. Delivery

- 3.1 The time given for the delivery of goods and execution of work is an estimate only.
- 3.2 The contractor reserves the right to deliver instructions in parts and to invoice these partial deliveries separately.
- 3.3 The terms and conditions of delivery are: - ex works, unless stated otherwise.

4. Force majeure

- 4.1 Force majeure is taken to mean: every circumstance beyond our control which temporarily or permanently prevents performance of the agreement.
- 4.2 In particular, force majeure is taken to mean, to the extent not already included in paragraph 4.1, war, imminent war, civil war, riots, industrial strikes, transport problems, fire and other serious disruptions at our company or that of our suppliers.
- 4.3 In the event of force majeure we are, at our discretion, entitled to extend the delivery term of the goods by the length of the force majeure event, or to dissolve the agreement, insofar as not yet executed.

5. Payment

- 5.1 Unless agreed otherwise in writing, payment of the agreed price will be effected within 30 days of the invoice date.
- 5.2 All payments are to be made at the offices of the contractor or into an account to be allocated by the contractor, without any reduction or set-off.
- 5.3 In the event that the client fails to pay within the agreed terms, he is regarded to be in default by operation of law and the contractor, without any notice of default being required, is entitled to charge the client interest with effect from the due date, at a percentage of 3 points above the statutory interest as it applies in the Netherlands, as referred to in Sections 6:119a and 6:120, subsection 2 of the Netherlands Civil Code and also all judicial and extrajudicial costs that relate to the collection of his claim.

6. Retention of title

- 6.1 After delivery, the delivered goods remain the property of the contractor until the client has fulfilled all his obligations ensuing from the relevant agreement.

7. Warranty

- 7.1 Goods delivered by us comply with generally accepted requirements as well as with the technical descriptions in the offer and order confirmation for one year following the delivery thereof.
- 7.2 Any defects that are subject to the warranty described in paragraph 1 will be dealt with by repairing or replacing the defective part in question.
- 7.3 Minor deviations that may show usual tolerances concerning composition and/or sizing are not considered defects and are therefore permitted.
- 7.2 All warranty obligations lapse in the event that:
 - the goods have been subsequently processed or changed without prior consent;
 - the goods are not maintained properly and in the customary manner;
 - The delivered goods have been used improperly or not in accordance with their intended purpose.

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8. Liability

- 8.1. Our liability shall be limited to repairing or replacing a defective part as shown in the warranty stipulations described in article 7. Except in the case of intent or gross negligence on the part of the contractor, the contractor can therefore not be held liable for damage as a result of faults in or to goods sold, both at the client and third parties.
- 8.2 The following do not qualify for compensation:
- Damage to the client's machinery and property. The client may wish to take out insurance against this kind of damage.
 - Indirect damage such as business interruption losses, loss of production, lost profits, transport costs and travel and subsistence expenses. The client may wish to take out insurance against this kind of damage.
 - Damage to property in the care, custody or control of, but not owned by the insured, which is understood to mean damage caused during the execution of the work to goods that are being processed or that are in the vicinity of the place where work is carried out. The client may wish to take out insurance against this kind of damage.
 - Damage as a result of intent or wilful recklessness by auxiliary staff or non-managerial subordinates of the client.

9. Complaints

- 9.1. Complaints must be made within eight days of receiving the goods, or within the same term, after a fault can reasonably be discovered, but always within six months of the invoice date.
- 9.2. Complaints must be made in writing only.
- 9.3. When the term referred to in paragraph 1 of this article is exceeded, the right to complain lapses.

10. Cancellation

- 10.1 When the agreement is cancelled by the client for whatever reason, the contract reserves the right to demand compliance.
- 10.2 If the contractor accepts the cancellation, he is entitled to charge the client for all costs incurred to date.
- 10.3 Returned goods are accepted only after the written approval from the contractor and they are credited according to value. Among other things, this value depends on whether the returned items are still held in stock.

11. Suspension and dissolution

- 11.1 In the event that the client fails to fulfil his obligations ensuing from the agreement concluded, or fails to do so properly or in time, or if there is good reason to believe he will fail, as well as in the case of the bankruptcy or a moratorium of the client, or when his business is discontinued, sold or liquidated, the contractor is entitled to suspend the execution of the agreement with a reasonable term, or to dissolve the agreement.
- 11.2 The claim for that part of the agreement that has already been executed, as well as the damage resulting from the suspension or dissolution will be immediately due and payable to the contractor.

12. Applicable law/disputes

- 12.1 All agreements entered into by the contractor are governed by Dutch law only.
- 12.2 All disputes ensuing from agreements concluded by the contractor, insofar as possible by virtue of the relevant statutory provisions, will, to the exclusion of any other authority fall under the jurisdiction of the competent court in the town or city where the contractor has his registered office.
- 12.3 Notwithstanding the provisions in paragraph 2, the contractor reserves the right to bring a dispute ensuing from the agreement to the competent court in the town or city where the contractor has his registered office.
- 12.4 The applicability of the Vienna Sales Convention (C.I.S.G.) is explicitly excluded.