

GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT

1. QUOTATIONS

All quotations are unbinding. Quoted prices are excluding VAT. Unless explicitly mentioned, cost of assembly or on site support are not included.

2. AGREEMENTS

The agreement of purchase or sale, including additions and changes, only become binding for the seller after explicit confirmation in writing from the seller. Verbal statements and agreements with staff of the seller remain unbinding unless confirmed in writing.

3. LEADTIMES AND DELIVERY DATES

The leadtime or delivery date is not binding for seller, until all relevant information necessary to execute the agreement is shared with seller or until pre-payment, as far as agreed, is received. Delays in delivery, irrelevant to what cause, do not entitle the buyer to cancel the order, reject delivery, reject or postpone payment for deliveries or entitle buyer to claim compensation for damage, neither direct nor indirect nor for third party damage.

4. PARTIAL DELIVERIES

When the agreement contains multiple goods or services, the delivery, can to the choice of the seller, be executed partially. In case of partial deliveries, the client will treat the related invoice of this delivery as if it were a separate transaction and pays that invoice.

5. FORCE MAJEUR

In case of force majeure, including all circumstances that prevent the seller from executing the agreement, the seller reserves the right to postpone or cancel the agreement.

6. PRICES

Our prices are based on the cost price determining elements at the moment of the quotation. We reserve the right to submit new prices when changes to cost determining elements occur between quotation, agreement and delivery or payment such as changes in basic material, currency exchange rates, wages and government taxes or charges.

7. SECURITY OF PAYMENT

Regardless the agreed payment conditions, we reserve the right to demand a safety deposit by means of a bank guarantee or other security of payment before starting or continuing the execution and delivery of the agreement. Refusal of the client to provide a security of payment entitles the seller to cancel the underlying agreement without canceling the right of the seller to claim compensation for expenses made or loss of profit.

8. TERMS OF PAYMENT

Payment is always required within 30 days after date of invoice unless explicitly stated differently on the invoice, without granting a right for rebates other compensation for early payments. In case we are forced to outsource payment to a payment collection agency due to default of the client, all judicial and other consequential cost, not limited to 15% of the open invoice value, are to be paid by the client to the seller. In case of default for payment, the seller is entitled to demand immediate payment of all outstanding invoices regardless their due dates. Default entitles the seller to cancel or postpone open orders and agreements and entitles him to claim damages. In case of default for payment, the seller is entitled to charge legal interest over the open invoice value in which any part of a month will be calculated as a full month.

9. TRANSPORTATION RISK

All goods and materials are transported from the moment of shipment for risk of the buyer or customer, even when it is agreed that seller will provide transport to the buyer free of charge. During transport the client is liable for damages (such as damage due to handling, transport, fire, water and theft). The client should consider an insurance to cover such risks. When goods or materials arrive, client or receiver is required to check their condition immediately. In case of damage, the client or receiver should undertake all necessary measures to obtain compensation for damages.

10. PROPERTY AND TRANSFER OF TITLE

The goods and materials delivered by seller remain property and title of the seller until all related invoices are fully paid. The client remains liable for damage to the goods or materials from the moment they are delivered or are at client's disposition. Installed goods or materials can be removed by the seller assuming dismounting can be done without creating tangible damage. Before payment and transfer of title, the client is not entitled to secure goods or materials or to transfer title to third parties. Doing so will be treated as theft.

11. COMPLAINTS

Complaints, which include all grievances because of the state or quality of the goods or for other reasons, can only be made valid, by written notification to the seller within five days of receipt of goods. Handling a complaint does not entitle the client from his obligation to pay for delivered goods, materials or services.

12. WARRANTY

The warranty on goods supplied by seller does not exceed the manufacturer's warranty and is given for a period of six months after delivery. Warranty means that all delivered parts that show severe malfunction clearly caused by defects in material, construction or workmanship will be repaired or replaced free of charge by seller or, at the seller's choice, an appointed third party, under the condition that seller is informed about the defect within 5 days after discovery. The seller at his choice may demand the client to send the suspect part to the seller, or a by him defined place, free of charge for immediate inspection. The warranty to repair or replace parts excludes labor cost and collateral cost or damage. These cost are the expense of the client only.

When the warranty period is expired, all obligations and indemnifications the seller may have to the client end automatically. All warranty obligations of the seller expire immediately when the delivered goods are not installed in line with installation & engineering guidelines, commonly used industrial practice or in case of improper use.

13. LIABILITY

Our liability resulting from agreements and deliveries is limited to repair, modification or, at seller's choice, replacement free of charge of defective goods and materials that are similar in form fit and function. In all other cases and under all circumstances our liability is limited to the value of the originally invoiced goods. Only damage to the supplied goods may be relevant for compensation. Compensation of collateral damage or damage to thirds parties is always excluded.

14. INDEMNIFICATION

The client indemnifies the seller from all liability that third parties may put to the seller for all goods, materials and services supplied by the seller.

15. DATA AND INFORMATION PROVIDED

All pictures, drawings, descriptions, catalogues, detailed drawings, datasheets, weights and other data that is provided by the seller are meant for illustration and clarification only and are not binding unless explicitly stated.

16. ADVICE GIVEN

Our advice is given to the best of our information and knowledge. However we do not accept liability for the advice given (verbally nor in writing). Our advice never waives or releases the client from his own obligation to conduct his own investigation, research and study to verify if the proposed goods and materials to be supplied are suitable for the intended use, application, system or purpose.

17. OTHER CONDITIONS

Other conditions are only valid, when explicitly confirmed by seller in writing and do not imply acceptance by seller of the client's purchase or other conditions. This includes, but is not limited to, conditions for penalties, claims for damage, liability, direct, indirect or whatsoever.

18. DISPUTES

Any disputes concerning the agreement, are subject to the decision of the Legal Court of Amsterdam. The applicable law shall be exclusively governed by Dutch law.