

## GENERAL TERMS

of Muller Beltex B.V., established in Pijnacker

### **General**

- 1.1. These terms will apply to all agreements and offers for the delivery of goods and to carry out activities.
- 1.2. **We are bound to arrangements deviating from these terms only if we have confirmed these explicitly in writing.**
- 1.3. **General (purchasing) terms of our client do not apply, unless we have explicitly confirmed this in writing.**

### **Offers**

- 2.1 All our offers are free of engagement and are based upon the information the client may have supplied with the request.
- 2.2 Unless indicated otherwise, all prices exclude VAT.
- 2.3 We are bound to arrangements deviating from these terms only if we have confirmed or approved these in writing.
- 2.4 The stated price is based on the cost price of the goods to be processed and other expense factors. We have the right to pass on unforeseeable increases in the cost price of parts in all fairness, if these occur after the offer has been made, but before the delivery of goods or the completion of activities.
- 2.5 Without prejudice to the general applicability of the provision in the previous article, this applies in particular to a change in import or export duties, possible licence expenses, taxes and/or the exchange rate.
- 2.6 An order once received is binding to us, unless we have informed the client within 14 days of its receipt that the order cannot be accepted.

### **Delivery**

- 3.1 The stated delivery period and the period for carrying out activities is by approximation. If the agreed period is exceeded, the client is entitled to propose by registered letter another reasonable term for the completion. Only once this term has been exceeded, we can be held liable for exceeding the term.
- 3.2 We deliver to the home/company of the customer and transport, including packaging, loading and unloading and insurance, takes place at the expense and risk of the customer, despite any condition that states differently, including the waybill.
- 3.3 We are entitled to supply and invoice in parts.

### **Carrying out single services**

- 4.1 When the customer gives us the order to assemble the goods supplied by us on the spot, or to mend or undertake repairs on a location indicated by the customer, this will be done at our standard rates.
- 4.2 The activities mentioned under 4.1 are considered as carrying out single services. All activities, including all goods that are subjected to work, remain at the risk of the customer.
- 4.3 Our rates entitle us to compensation for labour, travelling and lunch break, accommodation and travelling expenses and for the use of tools and materials.
- 4.4 The customer guarantees that our activities can be carried out without stopping and undisturbed while the customer will freely supply us with additional tools, materials and energy.
- 4.5 The customer guarantees that our activities can be carried out safely. Safety is understood to mean working in accordance with the requirements set by the V.C.A. (Veiligheidscertificaat Aannemerij = Safety Certificate of the Building Industry).

### **Force majeure**

- 5.1 Force majeure is understood to mean any circumstance beyond our control that hinders meeting the agreement either temporarily or permanently.
- 5.2 Force majeure includes in particular, as far as this is not already covered by the first clause, war, risk of war, civil war, revolt, strike, problems of transport, fire and other serious breakdowns in our company or the companies of our suppliers.
- 5.3 In case of force majeure we have the option of extending the term of delivery or the term of completion of activities to be carried out by the duration of the force majeure or to dissolve the agreement to the extent that it has not yet been carried out, without our being obliged in whatever sense to compensate any damages, barring the provisions in article 78 of Volume 6 of the Civil Code.

### **Payment**

- 6.1 Supplying goods and carrying out activities only happens on cash payment unless explicitly agreed otherwise and in that case the invoice should be paid not later than 30 days after its date, without any deduction or settlement.
- 6.2 We are at all times entitled to ask for advances on goods to be delivered and activities to be carried out.
- 6.3 If payment has not been made within the agreed term, the client is deemed to be legally in default and we are entitled to compensation of interest equal to 1% monthly from the expiry date, without any requirement of serving notice.
- 6.4 The defaulting client should pay all reasonable expenses made for the recovery of the claim, both legal and non-legal.
- 6.5 The non-legal expenses will always equal 15% of the overdue amount.

### **Reservation of ownership**

- 7.1 **Upon delivery the delivered goods remain our property until the moment that the client has fully met his obligations resulting from the agreement concerned.**
- 7.2 The client now undertakes, should that situation arise, to co-operate fully in enabling us to retrieve the goods concerned from him.

### **Guarantee**

- 8.1 The goods we deliver and work we carry out meet the standard commercial requirements, such as the ISO and DIN standards (in compliance with the test regulations as laid down on the standard sheets composed by the Standardization Institute.
- 8.2 As far as goods are concerned that we have bought elsewhere our obligations never extend beyond the guarantee given to us by our supplier/manufacturer.
- 8.3 All guarantee obligations lapse in case:
- further processing or alterations have been carried out without our prior permission;
  - the delivered good has not been maintained properly and in the customary way;
  - the delivered good has been used improperly or not according to its purpose.

### **Liability**

- 9.1 Barring claim of guarantee and except for cases of foul play or gross culpability on our part, all liability for damages on our part as a consequence of faults in or to sold goods, or resulting from the activities carried out, both with the client and with third parties, is explicitly excluded.
- 9.2 Barring intent or gross culpability, we are neither liable for mistakes by our staff, or by persons employed by us to carry out the agreement.
- 9.3 Barring explicit confirmation in writing, we are in no way whatsoever bound to agreements with subordinate members of our staff.
- 9.4 Pictures in price magazines, sales documentation and technical documentation only serve as an indication of the article, are not binding and may deviate in detail from reality. Sizes and weights are given by approximation. We are not liable for deviations and printing and writing mistakes.

### **Claims**

- 10.1 Claims should be lodged within 8 days of the receipt of the goods, or within a similar term once a fault has or can be reasonably detected. Claims should be lodged in writing exclusively.
- 10.2 Claims should be lodged in writing exclusively.
- 10.3 **If the term that is stated in clause 1 of this article is exceeded, the right to lodge a claim expires.**

### **Cancellation**

- 11.1 In case of cancellation of the agreement by the client as a consequence of whatever cause, we reserve the right to demand fulfilment.
- 11.2 If a cancellation is accepted by us, we are entitled to charge the client all expenses incurred up till then, and a reasonable percentage of the amount involved in the agreement as loss of profit, all starting at a minimum of 10%.
- 11.3 Returns are only accepted after written approval on our part and are credited to value. This value depends among other things on the question whether the returned goods are still regular in the collection, the packaging is correct, etc.

### **Postponement and annulment**

- 12.1 If the client fails to meet the obligations resulting from the agreement for him, or does so improperly or too late, or if it can reasonably be feared that this will happen, and also in case of bankruptcy or suspension of payment of the client or in case his business has closed down, sold or liquidated, we are entitled to either postpone the execution of the agreement by a reasonable term or to annul the agreement.
- 12.2 The claim for that part of the agreement that has already been carried out and for the damages ensuing from the postponement or annulment, including lost profit, is on call.

### **Applicable law/disputes**

- 13.1 Dutch law applies exclusively to all agreements made by us.
- 13.2 All disputes resulting from agreements entered into by us will fall within the competence of the competent judge of our place of residence, insofar as this is possible by virtue of the legal provisions in question.
- 13.3 The provision in clause 2 notwithstanding, we reserve the right to bring a dispute following from an agreement before the competent court in the place of residence of our client.
- 13.4 The applicability of the Sales Treaty of Vienna (C.I.S.G.) is explicitly excluded.