

General Conditions for delivery to non-consumers

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Article 1. Definitions

1. In these general conditions the following definitions apply

User: the user of these general conditions.

Non-consumer: a client acting in the pursuance of a trade or profession.

Purchaser: the non-consumer.

Article 2. Applicability of these conditions

1. These conditions apply to each tender and contract between the user and a purchaser when the user has declared that these conditions shall apply, especially when the parties have not explicitly specified otherwise in writing.
2. These conditions also apply to all contracts the user enters into with third parties when required for the execution of this contract.

Article 3. Tenders

1. Tenders issued by the user are not binding and expire, at the latest, 30 days after the date of the tender. The user is only bound after the order has been confirmed in writing or after the user has started to carry out the order.
2. Contrary to Article 6:225, paragraph 2, of the Civil Code, the user is not bound by the purchaser's conditions when the tender has been accepted, if these differ from the user's tender.
3. Delivery dates and other deadlines determined for the services to be carried out by the user and mentioned in the user's tender are global and provided for information only; the potential purchaser is not entitled to claim any compensation or request the cancellation of the contract if these deadlines fail to be respected. The purchaser is not entitled to unilaterally change the order without the written agreement of the user.
4. The prices mentioned by the user are, excluding any agreement to the contrary, based on normal working hours and exclude transport, packaging, delivery and installation costs; these prices are also exclusive of VAT and other taxes applied by the public authorities and are based on the current price of the materials to be used and other production materials on the date of the tender (see Art. 13).

5. If the tender includes compound prices, the user is not bound to only deliver part of what has been offered in return for a discounted price; our tender is not valid for additional orders.
6. The prices mentioned in the tender exclude VAT, unless specified otherwise.

Article 4. Delivery

1. Except agreement to the contrary, deliveries are ex works. If 'Incoterms' have been agreed as the conditions of delivery, the Incoterms valid at the time the contract is agreed will apply.
2. The purchaser is obliged to accept and take delivery of the purchased items at the premises of the said purchaser or to accept any items that have been made available in accordance with the contract.
3. If the purchaser refuses to accept and take delivery of the purchased items, or fails to provide the information or instructions required for the delivery, the items will be stored in a warehouse at the purchaser's own risks. In such cases, the purchaser is obliged to pay all additional costs, which in any event will include storage costs.

Article 5. Delivery times

1. The delivery times indicated by the user are always approximate and never firm dates.
2. If any delivery delays occur, the purchaser must formally notify the user in writing and provide the user with a reasonable period to perform its obligations.
3. The delivery deadline indicated by the user only begins after the user has received all the information and data required.

Article 6. Partial delivery

1. The user is entitled to partially deliver the items that have been sold. However, if a partial delivery has no independent value, this right does not exist. If the items are partly delivered, the user is entitled to invoice each part separately.

Article 7. Technical conditions etc.

1. If the items to be delivered in the Netherlands are to be used outside the Netherlands, the user is not responsible for ensuring that the items to be delivered comply with the technical conditions, standards and/or rules determined by the laws or regulations of the country where the items are to be used. This does not apply if, at the time the contract is agreed, the purchaser mentions the said will be used abroad and furnishes all the information and specifications required.
2. All the other technical conditions imposed by the purchaser on the items to be delivered, which may depart from the normally valid conditions, must be explicitly specified before the contract is agreed and will only apply after the user has agreed to the said in writing.
3. Except any written agreement to the contrary, all the agreed quantities and weights can vary up to more or less 5%.

Article 8. Samples, models and examples

1. If the user has shown or provided a model, sample or an example, it is understood that the said has been shown or provided for information only: the delivered items may vary from the sample, model or example, except when it has been explicitly agreed in writing that a delivery is to conform to the specific details of the sample, model or example.

Article 9. Cancellation of the contract

1. A contract between user and purchaser can be immediately and directly cancelled in the following cases:
 - if, after the contract has been agreed, the user becomes aware of circumstances that justifiably mean that the purchaser will be unable to execute its obligations;
 - if when the contract was agreed the user requested the purchaser to stand surety for the execution of the contract and if this surety fails to be produced or, despite the request, the surety is not sufficient.

In the abovementioned cases, the user is entitled to defer the remainder of the contract, or is entitled to cancel the contract without prejudicing any rights to claim compensation.

2. If there are circumstances relating to people and/or material employed by the user to execute the contract, or used under normal conditions, and when these circumstances mean that the contract is impossible, difficult and/or out of the question to execute, or when unacceptably expensive, the user is entitled to cancel the contract.

Article 10. Guarantees

1. The user guarantees that the items delivered are free from project defects or material and manufacturing faults, and this for three months following the delivery.
2. If the item presents a project, material or manufacturing fault, the purchaser is entitled to reparation of the item.
The user is entitled to replace the item if the repair is problematic. The purchaser is only entitled to this replacement right if the item cannot be repaired.
3. This guarantee does not apply if the damage is caused by inappropriate handling or by a failure to observe the instructions.
4. If the guarantee relates to a product manufactured by a third party, the guarantee is limited to the guarantee provided for the product in question.

Article 11. Ownership rights

1. All items delivered by the user will remain the property of the user until the purchaser has executed all the obligations of the purchasing contract agreed with the user, as mentioned below.
2. Items delivered by the user, to which ownership rights apply according to paragraph 1, may only be resold under normal professional conditions and are never to be used as a means of payment.

3. The purchaser is not entitled to pledge any items to which property reservations apply or to prejudice them in any other way.
4. Herein the purchaser grants the user, or any third parties indicated, the unconditional and irrevocable permission to visit all premises where the property of the user may be located and to recover the items in question, in the event that the user wishes to exercise any ownership rights.
5. If any third parties seize any delivered items for property ownership reasons, or if they wish to establish or assert any rights, the purchaser is obliged to inform the user as soon as possible.
6. The purchaser must insure any delivered items subject to ownership reservations and ensure they remain insured against fire, explosions, water damage and theft, and furnish this insurance policy upon the first request.

Article 12. Faults; Deadlines for making claims

1. The purchaser undertakes to inspect the items (or let the items be inspected) on delivery, or as soon after delivery as possible.
During this inspection, the purchaser must verify that the delivery complies with the contract, i.e. that:
 - the correct items have been delivered;
 - the delivered items comply with what has been agreed with regards the quantity (for example, in terms of weight and numbers);
 - the items delivered comply with the agreed qualities or, in the event of a special agreement, comply with the qualities required for normal use and/or commercial purposes.
2. If the purchaser discovers any visible faults or deficiencies, the purchaser must notify the user in writing within 3 days following the delivery.
3. The purchaser undertakes to notify the user in writing of any invisible faults within 3 days following the discovery of the said and, at the latest, within 3 months after the delivery.
4. Even when a claim has been made within the above stated periods, the purchaser must fulfil any payment obligations and accept to take delivery of any orders.
5. The delivered items can only be returned to the user subject to a prior written agreement.

Article 13. Prices / price increases

1. Excluding any agreement to the contrary, the prices stated by the user are:
 - in euro;
 - exclusive of VAT;
 - based on minimum quantities, according to the user's customary practices;
 - exclusive of transport costs;
 - ex works.
2. If the user has agreed a certain price with the purchaser, the user is still entitled to increase the price if the user can prove that prices have changed significantly between the date of the tender and the date of the delivery; the above concerns raw materials, values and/or salaries or unforeseen circumstances.

3. If the increase is over 10%, the purchaser is entitled to cancel the contract.

Article 14. Packaging

1. The purchaser is obliged to return any packaging that has been loaned within 14 days, empty and in a satisfactory condition. If the purchaser fails to fulfil its obligations with regards the packaging, any resulting costs will be borne by the said purchaser.

Costs may be incurred if the packaging has been dispatched late or needs to be replaced, repaired or cleaned.

2. If the purchaser does not return the loaned packaging within the requested period, the user is entitled to replace the packaging and invoice the purchaser for any amounts involved, on condition that the user had outlined these measures in the request.

Article 15. Payment

1. Payment must be made within 30 days following the date of the invoice according to the method indicated by the user and the amount invoiced must be paid.
2. Thirty days after the date of the invoice, if the invoiced amounts have not been settled, the purchaser will be considered to have defaulted; from this point onwards, the purchaser is to pay interest on the amount at a rate of 1% per month, except if the legal interest rate is higher, in which case the legal interest rate will be applied.
3. If the purchaser is declared to be bankrupt (by decision of the courts or otherwise), insolvent or has deferred, the debt owed to the user and the purchaser's obligations towards the user are to be demanded and paid directly.
4. No discounts or settlements will apply to such payments.
5. The payments made by the purchaser will always be used first of all to settle any outstanding interest and costs and then to settle the oldest outstanding invoices, even if the purchaser has mentioned that the payment relates to other invoices.

Article 16. Credit control

- does not exist

Article 17. Collection costs

1. If the purchaser has defaulted or has omitted to fulfil one or more of its obligations, all the legal and non-legal fees incurred to recover the payment are to be paid by the purchaser. In any event, the purchaser owes the following as non-legal costs:

on the first FF 6,500.-	15%
on any additional amounts up to FF 13,000.-	10%
on any additional amounts up to FF 32,500.-	8%
on any additional amounts up to FF 130,000.-	5%
on any additional amounts	3%

2. If the user can prove that higher costs were reasonably incurred, the user is entitled to claim any additional amounts.

Article 18. Liability

The user is only liable towards the purchaser as follows:

1. For damage resulting from the delivered items, the liability indicated in Article 10 (Guarantee) of these conditions will exclusively apply.
2. The user is solely and exclusively liable for any damage caused by malicious actions or by any serious fault it has committed.
3. The liability of the user is limited to the amount of the compensation provided by the user's insurance.
4. If the insurance does not cover or pass on the compensation and when the user is found to be liable, the liability of the user is limited to twice the amount of the invoiced transaction, or in any case limited to twice the amount of the part of the transaction involved.

Article 19. Force majeure

1. In these conditions, as force majeure shall be considered, excluding any events stipulated by law and jurisprudence, all predictable and unpredictable causes that are beyond the influence of the user and which prevent the user from executing its obligations; this includes strikes in the user's company.
2. During the period of the force majeure the delivery obligations and all the other obligations of the user will be suspended. If the period of force majeure lasts for more than 2 months, each party is entitled to cancel the contract without the other party being entitled to compensation.
3. If at the beginning of the period of force majeure the user has already partially carried out its obligations, or at this time can only carry out its obligations in part, the user is entitled to invoice the part that has already been delivered, i.e. to invoice for the deliverable part and the purchaser is obliged to settle this invoice as if it were a separate contract. However, this does not apply if the part that has already been delivered or still remains to be delivered does not have any intrinsic value.

Article 20. Disputes

The competent judge at the place where the user is domiciled is exclusively competent to settle any disputes or disagreements resulting from these conditions. However, the user is entitled to assign the opposing party before the competent judge in accordance with the law.

Article 21. Applicable legislation

Dutch law is applicable to the contracts established between the user and the purchaser. The Vienna Convention on Purchases is explicitly excluded.

Article 22. Modifications and place where these conditions are registered

These conditions have been registered at The Hague Chamber of Commerce (Kamer van Koophandel en Fabrieken voor Haaglanden) on 30 August 2000. Registration number 5178.
The most recent registered version is the applicable version, i.e. the version in force when the contract in question was agreed.

Established on 29 August 2000

Acting on behalf of IFS, The Hague