

1. GENERAL

These terms and conditions of delivery apply to all sales agreements we enter into and offers made by us, so to exclude all stipulations by buyers or others on their stationary, order- and delivery forms, bills etcetera stated and/or filed. When placing an order the buyer agrees with these sales agreements. Departures from these terms and verbal agreements are only binding when confirmed by us in writing. Without prejudice to the suitability of the present general conditions only the order stated on our stationary determines the contents of the agreement of purchase and sale.

2. PRICES AND OFFERS

Unless explicitly stated otherwise, our offers and prices, also those listed in our catalogues and price lists, are always free of engagement. When in particular after closing the sales agreement the costs change due to increased wages, increased material costs, change in the exchange rate or otherwise, we are authorized to pass on these changes. Offers for special productions only apply to the offered amounts. When ordering smaller numbers, we reserve the right to adapt the price accordingly. We always reserve the right to a 10% more- or less delivery on ordered numbers of special productions. Unless explicitly agreed otherwise the agreed prices are inclusive packaging, however excluding VAT and set in euros.

3. DELIVERY TIME

Agreed terms of delivery shall never be considered as fatal terms. Unless explicitly agreed upon otherwise we absolutely do not guarantee the delivery time and a not-on-time delivery does not give the buyer the right to the annulment of the agreement, nor to refuse the receipt or payment of the goods, or to any compensation.

4. RISK AND TRANSFER OF OWNERSHIP

All goods, including those sold carriage paid or completely or partially unpackaged, are transported at the buyer's risk. As long as the purchase price is not paid, the goods remain our property. We reserve the right to take back our belongings when payment has not been made in time. Our right of repossession originates simply by the expiration of the agreed payment term without the need for a summoning or a declaration in default from our part. The right of repossession also applies when circumstances occur, from which we can assume in all fairness that it is likely that the goods will not be paid on time, even when payment is not due yet.

5. CLAIMS AND GUARANTEE

The buyer has to send claims concerning deliveries in writing directly to us within eight working days after receiving the goods. Alteration of the delivered by buyer, as well as transferring the delivered to a third party annuls the right to claims. When a claim is recognized as well-founded by us, we exclude every right to resulting compensations, but we will replace or repair the delivered, or refund at most the sum of the invoice. Return shipments can only occur when we have agreed in writing and the costs and risks will be the buyer's. We exclude every liability for damages suffered by the buyer or a third party caused by a defect of the delivered.

6. PAYMENT

The title to the goods delivered shall only pass over to the buyer, if the buyer has paid all he owes us based on the concerning deliverance in full. We have the right to repossess the goods when payment has not been made promptly on the agreed upon time. Our right of repossession originates simply by the expiration of the agreed payment term without the need for a summoning or a declaration in default from our part. Our right of repossession also applies when the buyer went into moratorium / has turned bankrupt or is in danger to do so, when he decides to liquidate his affairs and/or we acquire information which indicates with fair certainty that the buyer will probably not be able to meet his payment obligations. In such case we also have the right to annul agreements that exist to that time completely or for the part that has not been executed yet and claims that are not yet claimable will be considered instantly claimable, without diminishing our right to damages.

7. FORCE MAJEURE

The agreed delivery time shall be extended by the time during which we are not able to meet our obligations due to force majeure. An example of force majeure on our part is when we, after reaching the agreement, are prevented from meeting the ensuing obligations or preparations thereof, resulting from war, threat of war, rebellion, molestation, fire, water damage, floods, strike, sit-in, import and export interference, state measures, machine breakdowns, power failures, occurring in our company as well as in the third party company who supplies us with all, or part of, the required materials, and also occurring during storage or transport, with or without our supervision, and furthermore occurring through all other causes beyond our guilt or risk.

When the delivery is delayed for more than 2 months due to force majeure we have the right to consider the agreement to be terminated, without the buyer being entitled to rights to any compensation for costs, damages or interests.

8. COPYRIGHT

Fully or partially copying or duplication of our price list, brochures, flyers, pictures, tables or technical data for whatever purpose, is forbidden without our explicit approval. No rights can be derived from any accidental mistakes, incorrect data of prices.

9. DISPUTES

All disputes resulting from agreements made under these conditions and to the agreements which will be the result of them, unless the cantonal judge is competent to act in such case, can only be brought before the court in Eindhoven where this is inside the jurisdiction, inclusive of procedures for acquiring temporary provision. We are however always authorized to present the dispute to the judge from the domicile of the buyer or another qualified judge instead. To all agreements closed under these conditions and to agreements which are a result of them only the Dutch law applies.