

## **GENERAL CONDITIONS**

Of the limited company with limited liability **CORDSTRAP BV**, with its registered office in Oostrum, filed at the Office of the Chamber of Commerce at Venlo on 27 October 2010 under no. 17026315.

### **I. CONDITIONS OF SALE**

#### **Article 1 – applicability**

**1.**

Unless expressly agreed otherwise in writing, these conditions apply to all our offers, all agreements concluded with us and all activities carried out by us. Any deviations from these conditions are only binding on us once they have been confirmed by us in writing.

**2.**

These conditions overrule and replace all conditions that have been or may be set by our contract partner.

#### **Article 2 – offers**

**1.**

All quotations, price proposals, brochures and advice are without obligation, unless expressly agreed otherwise in writing. Quotations are valid for one month.

**2.**

We have the right, in the event that no agreement is ultimately concluded with us, to charge all costs incurred by us in order to provide any quotation, advice or price proposal including the costs of investigation, research, product development, measurements and testing, producing drawings, budgets, designs etc. to the party requesting such quotation, advice and/or price proposal.

#### **Article 3 – agreement**

**1.**

All assignments and orders are only binding on us once we have confirmed them in writing.

**2.**

The agreement is deemed to have come into force on the date of sending our assignment confirmation, or the date on which we sign an agreement, or the date on which we fulfil our delivery obligation based on the written order.

**3.**

Unless expressly agreed otherwise, our contract partner is deemed to be the party with whom we provide any quotation, price proposal or assignment confirmation or the party who profits from the sale and/or installation and/or treatment and/or processing of items and/or materials supplied by us and/or activities carried out by us.

**4.**

In the event that our contract partner is considered to be a legal entity, unless agreed otherwise, the members of the board of directors are additionally jointly and severally liable for compliance with the obligations arising from an agreement

concluded with us. This also applies to the spouse of the contract partner, who can make no claims on any prenuptial agreement.

**Article 4 – scope of the agreement /the contracted work and contract variations.**

**1.**

The content of an agreement concluded with us is limited to that which is agreed in writing. Any supplementary agreements or amendments to the agreement made later are only binding when confirmed in writing.

**2.**

All extra costs arising from any amendments to the agreement, either by special assignment by our contract partner, or as a result of circumstances due to which the information provided by the contract partner does not correspond to that provided earlier, shall be charged separately.

**Article 5 – delivery term and delivery**

**1.**

Our deliveries take place ex works (EXW).

**2.**

All delivery times and terms for the work to be executed by us and items and materials to be supplied by us are approximate and subject to unimpaired progress of works and supply of items and materials, including those items, materials and information to be supplied by our contract partner and our suppliers. In the event of delays we will, wherever possible, provide a new term within which delivery/performance will take place.

**3.**

Exceeding of any agreed (delivery) terms does not discharge our contract partner from his obligations pursuant to any agreement concluded with us. Neither does it grant him any right to dissolve or annul the agreement or claim for damages, not even after notice of default, nor the right to execute or commission the execution of works in order to execute the agreement either with or without judicial authorisation, unless expressly agreed otherwise in writing. Our contract partner indemnifies us against all claims on us by third parties in this respect, regardless of whether these agreements are based on agreements entered into by the contract partner with third parties.

**4.**

An agreed term starts to lapse from the date of effecting of the agreement concluded with us, but not before the day on which all documents, data, items, materials and information regarding the execution of the agreement originating with or to be supplied by our contract partner are available to us. The delivery term shall be stayed as soon as the consignment is ready for dispatch or assembly.

**5.**

We are permitted at all times to deliver in instalments. Invoices for partial deliveries must be remitted within the relevant payment term.

**6.**

In the event of delivery on demand, the relevant orders must be received within one month of our notice of completion. In the

event of exceeding this term, we are permitted to deliver that part of the order still stored by us to our contract partner at his expense after previous written notice. If the consumption term has been exceeded by our contract partner we are entitled to charge our contract partner 2% of the invoice amount for every month or part thereof as storage costs commencing on the date that the consignment is ready for delivery or assembly.

**Article 6 – size of the delivery, quality, quantity, dimensions, weights and suchlike.**

**1.**

The items and/or materials to be supplied by us and work to be carried out by us will be supplied/carried out with regard for the tolerances indicated by us or our supplier concerning dimensions, weights, colours, design, thickness, strengths, hardness, elasticity, quality, quantity, further execution and suchlike. Slight deviations from the usual tolerances are never grounds for our contract partner to claim damages or for dissolution of the agreement.

**2.**

Tolerances of a maximum of 10% with regard to the amounts supplied by us are permitted and the costs of such will be passed on.

**3.**

Only those specifications and tolerances indicated by the manufacturer/producer apply to those items and/or materials supplied by us without us carrying out any further processing or assembly.

**4.**

The costs of measuring sizes, weights, installing and/or assembling items and materials, as well as other extra activities to be carried out will be borne by our contract partner, unless expressly agreed otherwise in writing.

**Article 7 – dispatching and packing**

**1.**

The items are at the expense and risk of our contract partner from the moment the goods leave our factory (EXW) or are ready for dispatch. We are not obliged to insure the goods at our own expense, unless expressly agreed otherwise.

**2.**

If we have agreed to take responsibility for the consignment, we are free in our choice of mode of transport, even if the transport costs are being borne by the contract partner. For dispatch to several destinations, we have the right to formulate an individual invoice for each dispatch.

**3.**

For dispatches within the country where the company has its registered office, no freight costs will be charged for orders over 350 Euro net. For orders under 350 Euro net and likewise dispatches outside the country, the actual costs for administration and freight costs will be charged with a minimum of 25 Euro.

**4.**

In the event of delays in consumption or demand of an order by our contract partner and in the event of other causes that are not our fault, the risk is transferred to our contract partner at the

moment that he is given notice that the order is ready for dispatch or assembly.

**5.**

The items and materials supplied must be consumed by our contract partner as long as they exhibit no more than insignificant defects. Crates and other packaging materials must be inspected for damage and theft before dispatch or on arrival if 'home' delivery has been agreed. Damaged consignments may only be accepted from the transporter after written recording of the damage. A shortage of any part of the delivery does not give the right to refuse the entire delivery.

**Article 8 – prices**

**1.**

Unless agreed otherwise, all prices are net prices in Euro:

- exc. any taxes, duties, import duties, tollage or other costs due
- exc. the costs for packing and packaging
- exc. the dispatch/transport costs

**2.**

Unless otherwise agreed, the prices and conditions applicable on the day of dispatch and/or supply apply. If external circumstances so necessitate, we are entitled to review the prices for work still to be carried out and quantities still to be supplied, even when part of the agreement has already been executed by us. An increase as described in this article gives our contract partner neither the right to dissolve the agreement nor the right to any damages.

**3.**

Price discounts must be agreed in writing. Price discounts are cancelled as soon as our contract partner is in default with regard to any of his obligations pursuant to any agreement concluded between the parties.

**4.**

Any items and/or materials received as returns by us in the framework of an assignment become our property. Our contract partner cannot derive any right to discount or commission from such.

**Article 9 – payment**

**1.**

Our invoices must be remitted within 30 days of sending without deduction of any discount or the right to any setoff, unless otherwise agreed.

**2.**

We are entitled at all times to supply cash on delivery. Bills of exchange will only be accepted if this has been expressly agreed and only against remuneration of the discount costs and only count as actual payment after encashment. Payment by bills of exchange does not give the right to any discount.

**3.**

In the event that our contract partner is in default with regard to payment, we are entitled to suspend or dissolve the (further) execution of the agreement, without being liable for any damages or suchlike. In the event that our contract partner fails to comply with our conditions of payment, all our accounts receivable become due forthwith.

**4.**

The payment of the entire sum due is immediately payable in the event of non-acceptance of a bill of exchange or non-payment on the due date, or when our contract partner goes bankrupt, files for a moratorium of payment or requests application of the Debt Rescheduling (Natural Persons) Act or an order for his conservatorship has been requested, or any goods or accounts receivable have been seized, when he dies, is wound up or dissolved.

**5.**

At our first request our contract partner will provide sufficient security for the compliance with his obligations towards us in the form of a bank guarantee or suchlike. Furthermore, we are entitled to request advance payment in full or in part. Non-compliance with a request to do so entitles us to suspend delivery or execution of work or to dissolve the agreement without any judicial intervention, without being liable for any damages or suchlike.

**6.**

In the event that our contract partner does not remit the invoice amount due within the payment term then interest will become due on this amount of 1.5% per month or part thereof starting on the day on which the payment term lapses. Our contract partner is in default when any agreed term of payment is exceeded or he fails to comply with any obligation without a notice of default being required.

**7.**

In the event that our contract partner is in default of payment the amount due will be increased by the judicial and extrajudicial costs, including the costs of legal assistance. In any event, 15% of the main sum and the interest due as referred to in paragraph 6 of this article is payable by the contract partner for extrajudicial collection costs (excluding any taxes due thereon), plus the contractual or statutory interest on the collection costs after commencement of legal proceedings, with a minimum of a total of 100 Euro (excluding any taxes due thereon). We are not obliged to demonstrate that we have had to incur the expenditure of the costs referred to in this paragraph.

**8.**

Any making up and/or design costs incurred by us and charged by means of an individual invoice in the interim shall be remitted within the fixed payment term.

**9.**

We are entitled to deduct all payments made by and/or on behalf of our contract partner from the oldest outstanding invoice, unless agreed otherwise in writing.

**Article 10 – force majeure and unfeasibility of the work****1.**

In the event that during the execution of the agreement it proves to be unfeasible as a result of circumstances unknown to us at the time of concluding the agreement, we are entitled to amend the agreement in such a way that execution becomes feasible. Any ensuing extra costs will be settled between the parties on the understanding that we are due remuneration for work already carried out, materials purchased and deliveries made.

**2.**

Circumstances of any nature whatsoever beyond our control that result in a situation where execution of the agreement by us cannot reasonably be expected count as force majeure and give us the right to annul the agreement or to postpone its execution until a date and time to be determined by us, without judicial intervention and without being liable for any damages.

**3.**

Force majeure includes but is not limited to the following. Lack of raw materials, manufacturing breakdown of any nature, strike, boycott, exclusion or lack of personnel/workers, quarantine, epidemics, total or partial mobilisation, siege, war, danger of war, blockade, rail traffic obstructions, vandalism, lack of transport, import and export bans, major changes in the rate of exchange of the currency in which payment is to take place, total or partial seizure or requisitioning of stocks at our premises or those of our suppliers by the civil or military government, fire and storm damage, flood, traffic congestion, transport delays, all impediments caused by measures on the part of the government or authorities with regard to resolutions passed by the government or authorities or regulations of an organisational nature, as well as incomplete, late or non-compliance by suppliers with their obligations towards us, regardless of the reason or cause of any of such.

**Article 11- Retention of title and securities****1.**

The items supplied and/or materials processed and/or treated by us are/become our property until the date and time at which our contract partner has complied with the obligations ensuing from the agreements concluded with us and, in the case of payment by cheques or bills of exchange, until their encashment. Until that date and time we are irrevocably entitled to take all appropriate measures to repossess the items and/or materials in question. Equally, from the moment of delivery, our contract partner bears the risk of all direct and indirect damage to or caused by the items and/or materials, including all costs incurred by the objects/materials.

**2.**

Our contract partner is obliged to inform third parties of our ownership. He shall not give the goods in pledge nor part with them as security. In the event of seizure of the items and/or materials we must be informed forthwith.

**3.**

In the event that items supplied and/or materials (processed and/or treated) by us become part of another object this does not affect our ownership rights. On the contrary, we are granted part-ownership of the property in question up to the amount of our claim in respect of such property. At our first request our contract partner will sign and return to us a relevant deed in confirmation of our undisclosed pledge. In the case of materials supplied by us that have been installed in another object and/or incorporated into another object and/or in items that have been built into another item we are entitled - if possible - to request and/or effect removal at the cost of the commissioning party for the purpose of repossessing the items and/or materials in question without being liable for damages or suchlike.

**4.**

In the event of the resale of the items to which we have right of title, the thus ensuing right of action is transferred irrevocably to us. This also applies when the items and/or materials in question are processed by the third party purchaser or acquirer or the items and/or materials are sold on to several purchasers. At our first request our contract partner will sign and return to us a deed confirming the transfer of rights of action in question. This serves as our security to the amount of the invoice value of resold items and/or materials. Our contract partner undertakes irrevocably to cooperate in all these requirements to be set when entering into an agreement with us.

**Article 12 – Complaints****1.**

Any complaints regarding items or materials supplied, work carried out and/or invoice amounts must be submitted to us within eight days of delivery or termination of the work by means of registered letter to us stating the facts and circumstances to which the complaint relates, in the absence of which our contract partner cannot evoke any rights in that respect.

**2.**

We are only obliged to consider submitted complaints in the event that our contract partner has complied with all his existing obligations towards us of any nature at the time of submission.

**3.**

In the event that a promptly submitted complaint with regard to the quality of items and/or materials supplied by us or work carried out by us is found to be justified with due regard for that which is defined in article 6 paragraphs 1 and 3, we can – in the case of damage to items and/or materials only after return of the defective items - at our own discretion, reimburse the countervalue - in the event that the items and/or materials have not become unusable for the use provided for in the agreement as a result of the defect –, remunerate the decrease in value or carry out improvement work. Our contract partner has no right to (further) compensation, including resulting damages. Should compliance with our obligations prove impossible, then we are only liable for a maximum of an amount equal to the value of that which has been supplied.

**4.**

Items and/or materials that are collected from our premises must be checked and accepted by or on behalf of our contract partner. Later claims in this respect will not be dealt with. Our contract partner cannot invoke any right to compensation or replacement in this respect. Used items are deemed to have been approved and our contract partner can no longer invoke any right in that respect.

**5.**

Our contract partner is not entitled to suspend compliance with his obligations pursuant to the agreement concluded with us on the grounds of a submitted complaint.

**6.**

In absence of evidence to the contrary the quantities stated by us on the waybills, delivery notes or similar documents are deemed to be correct, with due consideration for that which is defined in article 6 paragraph 2.

**7.**

Items and/or materials taken back by us, even though we are not obliged to take items and/or materials back, will be credited at the amount for which we can resell the goods. We reserve the right to charge our contract partner 15% of the invoice value and the costs for any new manufacture.

**8.**

Items may only be returned with our permission and carriage paid in the original packaging. Items and/or materials returned with permission must be accompanied on return by a consignment note stating the name and address of our contract partner and the reason for return.

**Article 13 – Guarantee****1.**

We endeavour to inform our contract partner as well as possible regarding the product based on the information available to us. The provision of statements regarding the characteristics of the products or technical specifications does not imply that we give any guarantee regarding the product. We provide no guarantee of the suitability of our products for the purposes defined by our contract partner and are not liable in this respect, unless we have expressly confirmed the suitability. Our contract partner is therefore obliged to investigate the suitability of the items for his specific purposes himself.

**2.**

There is only a question of guarantee and guarantee term, calculated from the day of delivery and/or the termination of the work, if such has been expressly agreed. A guarantee provided by us is limited to repair or replacement of the items and/or materials supplied or improvement of the work carried out, at our discretion. We only provide the same guarantee as our supplier. We have the right to transfer any claim for damages on the manufacturer to our contract partner, who is obliged to cooperate in such transfer.

**3.**

The following are excluded from any guarantee we provide: defects or damage due to normal wear and tear, inexpert use or use contrary to any instruction and/or directions for use or use of the product for purposes for which it is not suitable or use outside our partner's normal operating purposes/operating circumstances, operating errors or interference by third parties that have taken place without our express permission. Furthermore, the guarantee lapses in the event that items and/or materials are supplied by third parties without our permission in connection with delivery made (again) by us, or repair and/or improvement work carried out by us, with regard to which no claim can be made on the guarantee.

**4.**

Our contract partner cannot invoke any rights from any guarantee as long as he has not fulfilled his obligations towards us.

**Article 14 – Liability****1.**

Our obligations and liabilities are limited to our guarantee obligation and will never extend further than – at our discretion –



replacement or repair of items and/or materials supplied or restoration of the work carried out. We are entitled, instead of replacement, repair or re-execution, to grant financial compensation that will never exceed the invoice amount relating to the defective items and/or materials or deficient work. We are therefore never liable for any direct or indirect damages of any kind or nature suffered by our contract partner or third parties. Damages include but are not limited to damage due to loss of production/machine standstill, loss of profits and loss of turnover.

**2.**

Furthermore, all liability for direct or indirect damage resulting from the assembly and/or processing and/or treatment, inexpert use, use contrary to any instructions or directions given, use for purposes for which it is not suitable, use outside our contract partner's normal operating purposes / operating circumstances of items and/or materials what is supplied by us is expressly excluded. The complete exclusion of liability referred to in this paragraph also applies to any damage to other items and/or persons caused by items and/or materials supplied by us and/or work carried out by us.

**3.**

In the event that such is agreed, regardless of any court ruling and/or arbitration decision, the damages and costs described here above are limited to the amount that our insurer pays out. The contract party is liable for all damages and costs as referred to here and indemnifies us against all claims made against us by third parties in this respect.

**4.**

In the unforeseen event that, due to a deficiency, we are nevertheless held liable and as a result found guilty, we expressly reserve the right to recover these damages from our contract partner. This applies specifically in the event that the contract partner has acted injudiciously or in contravention to our conditions and instructions, or in contravention to the objective of the item supplied by us.

**5.**

We are not liable for a breach by us or by third parties brought in by us, including suppliers, of any existing industrial or intellectual copyright or other rights, even where information and/or items and/or materials supplied to our contract partner are concerned. Our contract partner or the person who has requested advice, a quotation or a price proposition, indemnifies us fully in this respect.

**Article 15 – Industrial and intellectual copyright**

**1.**

We reserve the industrial and intellectual copyright on all products, models, drawings, sketches, designs, photographs, films, images, texts, descriptions, manuals, techniques, tools, machinery, ideas and suchlike manufactured and developed by us. In the event that with regard to advice, quotations or price proposals to be provided by us and agreements concluded with us the items and/or materials described above are made by us, these remain our property at all times, regardless of whether an agreement is negotiated between parties.

**2.**

Our contract partner, or the person who has requested advice, a quotation and/or price proposal is forbidden to copy, use for their own purposes or give to third parties to use or give third party insight into items and/or materials manufactured or provided by us as described here above without our express prior written permission.

**3.**

Our contract partner, or the person who has requested advice, a quotation and/or price proposal, is obliged at our first request to return the items and/or materials provided by us as described above within the term defined by us.

**4.**

Our contract partner, or the person who has requested advice, a quotation and/or price proposal, undertakes to respect the industrial and intellectual copyrights or other rights we are entitled to and to refrain from any breach thereof of any nature whatsoever. This undertaking extends to his personnel, employees and relations. He indemnifies us for all costs, damages and interests resulting from any breach by himself or his personnel, employees or relations of our rights as referred to in this article.

**5.**

The rights as referred to in this article also include the rights of our supplier and/or the manufacturer of the products supplied by us. Our contract partners, or the person who has requested advice, a quotation and/or price proposal is obliged to inform us immediately of any breach of the rights referred to in this article.

**6.**

In the event that our contract partner, or the person who has requested advice, a quotation and/or price proposal, fails to comply with one or more of the obligations arising from this article or does not comply with such properly, he forfeits an immediately payable penalty of 10,000 Euro for each infringement and of 1,000 Euro for each day that the infringement continues, without prejudice to our right to claim full damages in that respect. Compensation and setoff are excluded.

**Article 16 – Exclusion of liability in the case of goods deposited or given for processing or treatment, assignments with respect to installation activities and information provided****1.**

In the case of items and/or materials deposited or given for processing or treatment, the risk of damage or breakage at the time of storage and/or deposit or of the processing of items and/or materials given to us and at the time of the transport of the items and/or materials in question is at the expense of the contract partner unless expressly agreed otherwise.

**2.**

We accept no liability whatsoever for any damages ensuing from installation instructions defined without prior consultation with us or against our advice. In the event that the installation of materials and/or items that our contact partner makes available to us for this purpose is commissioned, then we accept no liability whatsoever for damage and/or risk, not even during the

assembly where breakage and/or theft and/or damage of such materials and items is concerned.

**3.**

Furthermore, we do not accept any liability for designs, drawings, calculations, models, advice or directions from third parties or directions from our contract partner with regard to the execution of an agreement.

**4.**

In the event that and insofar as and despite our careful keeping of confidential descriptions, drawings, calculations, models etc., this information is unlawfully received by third parties, we exclude any liability on our part for any damages suffered in this respect by the principal or third parties.

**Article 17 – Duty of confidentiality**

**1.**

Our contract partner is forbidden to inform third parties in any way either directly or indirectly either during the term of an agreement concluded with us or after termination thereof of anything regarding our companies or relations or regarding any knowledge gained before, during or after the term of any agreement.

**2.**

In the event of violation of any of our contract partner's obligations referred to in this article he forfeits an immediately payable penalty to us (or our relations) of 10,000 Euro for each violation and of 1,000 Euro per day that the violation continues, without prejudice to the right of our relations to claim compensation for all direct or indirect damages, loss of profits and suchlike suffered in this respect. Compensation with any obligation on our part towards our contract partner is excluded.

**Article 18 – Dissolution**

**1.**

In the event that our contract partner is in default with regard to compliance with any obligation towards us, in the event of our contract partner being placed under conservatorship, requesting moratorium of payment or debt rescheduling in accordance with the Debt Rescheduling (Natural Persons) Act, or bankruptcy, or in the event of our contract partner being subject to fiscal collection measures, we have the right to declare the agreement(s) in question dissolved without judicial intervention and without being liable for any damages or suchlike. In that case we have the right to claim compensation for all damages, (collection) costs, costs with regard to work already carried out and/or orders placed and loss of profits suffered or incurred by us. The loss of profits will be equal to a quarter of the (invoice) amount relating to the agreement.

**2.**

Furthermore, we are entitled to demand that performances already delivered are undone. In the event of dissolution of the agreement by our contract partner on the grounds of his bankruptcy, debt rescheduling or moratorium of payment, we also have the right to the compensation referred to in this article.

## **II. PURCHASING CONDITIONS**

### **1.**

The content of this article applies to all agreements concluded by us with regard to the purchase of items and/or materials supplied or hired to us or made available to us in any other way, work carried out for us and all agreements with third parties brought in by us in the framework of the execution of an agreement concluded by us with third parties.

### **2.**

Our supplier as referred to in this article is liable for all damages suffered by us and/or our contract partner as a result of failures in the fulfilment of the obligations of such supplier towards us and/or our contract partner. In the event that we are sued by our contract partner with regard to any failure due to the fault of such supplier the latter is obliged to indemnify us fully in this respect.

### **3.**

We are not liable for any damages resulting from cancellation, suspension and/or dissolution of an agreement concluded with our contract partner. The supplier referred to here will address our contract partner directly for any damages in this respect and fully indemnify us in this respect.

### **4.**

Any retention of title, assignment of debts, industrial and intellectual copyrights belonging to us or our contract partner agreed by us shall be respected. We will be fully indemnified in this respect if necessary.

### **5.**

The items and/or materials to be supplied to us must be complete and ready for use, comply with the latest state of technology and be suitable for the purpose for which they are intended. This also applies with regard to the complete documentation with regard to the items and/or materials in question.

### **6.**

The information, details and suchlike provided by us in our assignment are binding for the execution of the assignment; any deviations require our written permission. We gain full and unencumbered ownership of all items and/or materials supplied to us pursuant to the agreement. Furthermore, we will be indemnified against all direct and indirect damages as a result of any violation, including resulting damage and loss of profits. Information and details provided by us for use by the supplier shall be checked for their usefulness and mutual coherence. We shall be informed immediately of any deviations, inaccuracies or incompleteness.

### **7.**

Deliveries and work must take place via our company. In the event of exceeding of an agreed term, our supplier will compensate us for all direct and indirect damages suffered by us, including loss of profits and resulting damages. We shall be fully indemnified against claims from third parties.

### **8.**

We will only accept items and/or materials supplied once we have definitely approved them. In principle, we will decide

within one month of putting them into use with regard to the initial approval or rejection. The definitive approval or rejection shall take place three months after commencement of use. In the event that items and/or materials supplied do not in our opinion fulfil the agreed requirements, the supplier will take back such items and/or materials at our first request and supply replacement items and/or materials, without prejudice to our right to use that which has been delivered free of charge until it is taken back. Only after definitive approval by us of what has been delivered will the risk regarding such transfer to us. The ownership of items and/or materials supplied to us is transferred on delivery. In the event of items and/or materials supplied being taken back we are entitled to transfer the ownership of such to our supplier once more.

**9.**

Our supplier bears the risk for work in progress up to the date and time of our acceptance. He is responsible for any of our property made available to him and is liable for any and all damages suffered by us in this respect.

**10.**

Unless otherwise agreed, invoices received by us will be remitted within 60 days of approval of the delivered items and/or materials or the work carried out.

**11.**

Our supplier guarantees us the proper working order of the items and/or materials supplied and the accuracy of the work carried out. He will repair any faults free of charge immediately after being informed of such during a period of one year of acceptance by us, unless otherwise agreed. With regard to repair works and replacement deliveries a guarantee period of one year applies after such repair work and replacement deliveries have taken place, unless otherwise agreed.

**12.**

In the event that, with due regard for that which is defined in these general conditions, we have dissolved or suspended an agreement entirely or partially, we are entitled to charge a third party with the further execution. Our supplier indemnifies us for all ensuing direct and indirect damages, resulting damages, loss of profits, costs and interest.

**13.**

Our supplier and those persons brought in by him must adhere to the legal regulations and directions and those applying on our business premises with regard to safety and suchlike; we accept no liability for any damages as a result of violation thereof.

**14.**

Insofar as is applicable our supplier shall carry out the work in accordance with the programme for putting into operational use and time schedule to be approved by us. Amendments to and deviations therefrom must have our written approval.

**15.**

The progress of the preparations for putting into operational use must be reported to us weekly in writing, accompanied by any statement of contract variations with a detailed specification with regard to materials and hours worked. Rights can only be derived from a specification and report approved by us.

**16.**

Our supplier must, if requested by us to do so, carry out the agreed work with third parties to be indicated by us.

**17.**

Transport and storage of materials, machinery, tools and suchlike will take place in consultation with us and after our approval. We accept no liability for any damages to the property of our supplier arising or inflicted in any way.

**18.**

We must be informed beforehand of those persons involved by our supplier in the execution of an agreement concluded with us. Where necessary, we have the right to deny them access to our company. Any ensuing costs shall be borne by our supplier.

**19.**

Commissioning parties cannot invoke anything defined in this article nor do they derive any rights therefrom.

**III APPLICABLE LAW and COMPETENT COURT**

**1.**

All our quotations, obligations, agreements concluded with us and the execution of such are governed by the law of the Netherlands.

**2.**

All disputes arising between us and our contract partner, including disputes regarding the interpretation of these General Conditions and collection of outstanding accounts receivable, will initially be settled by the competent court of the district in which we have our registered office, unless we express the preference to act in accordance with the normal rules of jurisdiction.

**3.**

For each contracting party, the place of execution of his obligations pursuant to agreements concluded between the parties is our registered office.

**IV FINAL CONDITIONS**

**1.**

We have the right at all times to transfer our rights and obligations pursuant to any agreement concluded with our contract partner in full or in part.

**2.**

Our contract partner only has the right to do so after obtaining express written permission from us.

**3.**

These conditions apply equally to transactions with companies affiliated with us if and insofar as is applicable.