



## General Delivery Conditions

### Article 1 Applicability

Unless explicitly stated and/or agreed otherwise, these General Conditions apply to all offers, sales quotes, contracts and provisions of goods and/or services made by Dutchso Industrial Supply, with its registered office at Herwijnen, the Netherlands (hereinafter referred to as "Dutchso") to third parties (hereinafter referred to as "the Customer").

### Article 2 Offers

- 2.1 Unless explicitly stated otherwise in the relevant offer, all offers are free of obligations. Dutchso may revoke these offers within two working days of their acceptance by the Customer. Unless explicitly stipulated otherwise, Dutchso is entitled to refuse orders or to attach certain conditions to delivery.
- 2.2 Insofar as this is applicable, offers are based on the data, drawings, etc. that may be provided by the Customer together with its order. The Customer guarantees the correctness of such data, drawings, etc.
- 2.3 All offers are based on performance under normal conditions during the normal working hours in force at Dutchso.
- 2.4 All specifications of figures, sizes, weight and/or other specifications relating to the products and/or services supplied by Dutchso have been compiled with care. However, Dutchso cannot guarantee that no divergences will occur in this respect. Any samples, drawings or models are merely an indication of the relevant products and/or services. Unless explicitly referred to in the contract, the content of folders, printed matter, etc. is not binding upon Dutchso. In the event of any differences between the Customer's order and Dutchso's confirmation, Dutchso's confirmation will be exclusively binding. The Customer must accept any slight deviations that occur.



2.5 Dutchso is entitled to charge to the Customer all expenses it incurs for the purpose of making the offer.

### **Article 3 Binding force**

- 3.1 Dutchso will only be bound by any additions to the contract on condition that it has explicitly accepted such additions. This explicit acceptance must be evidenced by written confirmation from Dutchso, or by commencement of performance by Dutchso, no later than ten days after it has received the relevant additional assignment.
- 3.2 Any agreements or contracts entered into with subordinate staff of Dutchso will only be binding on condition that they have been confirmed in writing. In this respect, "subordinate staff" refers to all employees without power of attorney.
- 3.3 The Customer may only terminate a contract if it has obtained prior written consent thereto from Dutchso, and if it reimburses Dutchso for the expenses and losses it has incurred.

### **Article 4 Industrial and intellectual property rights**

- 4.1 Dutchso declares that to its knowledge, the products do not infringe any third-party intellectual property rights as applicable in the Netherlands. However, Dutchso cannot indemnify the Customer against any infringements of third-party intellectual property rights.
- 4.2 The Customer guarantees that it will not infringe Dutchso's intellectual property rights or those of its suppliers with respect to the products, e.g. by copying, processing or imitating these products, nor will the Customer allow any third party to do so.
- 4.3 Unless agreed otherwise, Dutchso will retain the copyrights and all other intellectual or industrial property rights relating to all designs, sketches, images, drawings, models, software and sales quotes it has supplied. These items will remain Dutchso's property and may not be copied, shown to third parties or used in any other way without its express consent, regardless of whether it has charged any costs for these documents to the Customer. The Customer is obliged to return these items to Dutchso on request, subject to a fine of EUR 450 for each infringement and EUR 100 for each day or part of a day on which the Customer fails to comply with Dutchso's request.



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The foregoing does not prejudice any of Dutchso's other rights, including the right to claim compensation.

#### **Article 5 Packaging**

The necessary packaging is calculated at cost price and will not be accepted if returned. Dutchso will decide whether the use of packaging is necessary.

#### **Article 6 Recommendations, designs and materials**

- 6.1 Any information and recommendations provided by Dutchso are merely of a general nature and are free of obligations.
- 6.2 Dutchso disclaims all responsibility for any designs worked out by the Customer or on its behalf, and for any recommendations made on the basis of such designs. The Customer is responsible for the functional appropriateness of the materials it prescribes. "Functional appropriateness" should be taken to mean the suitability of the materials or the parts for the purpose for which it is intended according to the Customer or the Customer's design.
- 6.3 With respect to designs made by Dutchso itself, we refer you to the guarantee conditions.
- 6.4 In the event of a commission, in the case of designs that have not been created by Dutchso or on its behalf, Dutchso will only assume responsibility for production in accordance with the commission and for the quality of the materials used, insofar as such materials have not been prescribed by the Customer.
- 6.5 The Customer is obliged to have the materials it has used for processing examined by third parties. Any costs incurred for this purpose will be borne by the Customer. After the materials or parts have been processed, the Customer cannot claim that the material used is functionally inappropriate, nor can it claim the presence of other defects in the material which it could reasonably have been expected to discover upon examination.
- 6.6 If, during the commission, the Customer wishes to transfer responsibility to Dutchso for the design made by it or on its behalf, Dutchso is under no obligation to accept such responsibility. The Customer must allow Dutchso sufficient time for taking a decision on such transfer. Dutchso must also



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have the opportunity to inspect the entire design and go through all the figures. To this end, the Customer must furnish Dutchso with all documents and data that are necessary or useful for this purpose.

- 6.7 Dutchso cannot be expected to carry out the aforesaid inspection free of charge unless the request for a sales quote actually states that the Customer wishes to transfer responsibility to Dutchso.
- 6.8 Dutchso will never accept any responsibility for parts and/or materials provided or prescribed by the Customer itself.
- 6.9 If any instructions, prescriptions or user manuals concerning the use and the purpose of products that Dutchso delivers to the Customer are provided together with these products, the Customer is obliged to adhere to them. Except in the case of written notification to the contrary from the Customer, Dutchso is entitled to assume that the Customer and its staff or the persons the Customer engages to work on or with the product - either directly or indirectly and in the broadest possible sense - have a sufficient command of the language in which such instructions or user manuals are written to be able to take note of the content and to act accordingly, provided that this language is Dutch, English or German. Insofar as this is possible, Dutchso is willing to furnish the Customer with such instructions or user manuals in other languages at the Customer's written request, with the proviso that all the relevant costs are borne by the Customer.

#### **Article 7 Prices**

- 7.1 All prices charged by Dutchso are in Euros. Unless agreed otherwise in writing, these prices do not include VAT or any transaction and dispatch costs, taxes or other levies. The prices and additional information stated in all Dutchso's documents are subject to errors and amendments. Any digital price lists sent to the Customer will only be valid on condition that they have been signed by the Customer and returned to Dutchso.
- 7.2 The Customer indemnifies Dutchso against all costs and losses that Dutchso might incur from the following:
1. if the Customer is not properly registered for VAT or for a similar tax form in a relevant EU Member State;



2. and/or if the Customer provides incorrect information to Dutchso and/or to the authorities with respect to VAT or a similar tax form in a relevant EU Member State, or if it does not provide this information within the time specified.

Unless agreed otherwise, the price for delivery EXW (ex works) at Herwijnen, the Netherlands, will be charged in accordance with the most recent edition of the INCOTERMS.

7.3 Dutchso may make an additional charge - to be determined equitably - for special services, unusual or time-consuming work, or work that requires considerable effort. If any interruptions of business operations occur at Dutchso as a result of work to be done by the Customer or by third parties, Dutchso is entitled to charge these interruptions to the Customer.

7.4 The prices quoted are based on the prices of materials and components, wage costs, costs of social welfare provisions, fuel prices, etc. that apply at the time the prices are quoted. Dutchso may charge on to the Customer any increases in these cost factors that occur three months or more after the aforesaid prices have been quoted. Without prejudice to the applicability of the foregoing, this particularly applies to changes in import or export duties or any other rights or taxes that occur after the order confirmation has been sent, and to fluctuations in the exchange rate between the Euro and the foreign currency in which Dutchso purchased the products.

#### **Article 8 Delivery times**

8.1 Delivery times can only be given approximately, and are merely an indication. Delivery times take effect on the date on which Dutchso is in possession of all the data necessary to the performance of the contract.

8.2 The delivery date for products set by Dutchso and/or the date set for the provision of services is based on the circumstances that apply to Dutchso on the date on which the parties concluded the contract, and insofar as this depends on performance by third parties, on information that such third parties provide to Dutchso. Failure to meet deadlines for delivery will never entitle the Customer to claim compensation. In such an event, and after giving notice of default containing a reasonable additional period of time for performance (at least eight weeks), the Customer may however terminate the contract by registered letter, without being entitled to any compensation for loss or costs incurred.

8.3 Dutchso is entitled to cease delivery of items that are out of stock or no longer available. Dutchso is entitled to make partial deliveries of products at all times.



#### **Article 9 Delivery and risk transfer**

- 9.1 Unless agreed otherwise, deliveries will be effected EXW (ex works, in accordance with the most recent version of the INCOTERMS) from the location of Dutchso's relevant shop or warehouse. Dutchso will have completed the delivery once the products have been placed at the Customer's disposal at Dutchso's business premises and have not been cleared or loaded into a vehicle. All costs and risks relating to the collection, loading and transport of the products will be borne by the Customer. The risk attaching to the products will be transferred to the Customer on the date on which Dutchso places the products at the Customer's disposal.
- 9.2 If the parties agree that Dutchso will take care of the transport, the risk attaching to storage, loading, transport and unloading will also be borne by the Customer. The products will travel without insurance unless the Customer requests Dutchso in good time to insure the products during transport, at the Customer's expense. The Customer must bear the responsibility for insuring these risks.
- 9.3 Dutchso is entitled to store the finished products if these cannot be transported to their destination due to circumstances beyond Dutchso's control, or to engage a third party to store them, at the Customer's risk and expense, and to demand payment in the same way as if delivery had been effected.
- 9.4 With respect to products manufactured outside the Netherlands, Dutchso reserves the right to effect the inward clearance to the exclusion of the Customer.
- 9.5 Unless agreed otherwise, all import and export duties, stamp duty, stationing and clearance charges, taxes, etc. will be borne by the Customer.

#### **Article 10 Retention of title**

- 10.1 items delivered will remain the property of Dutchso until such time as the Customer fulfils all its present and future obligations towards Dutchso, and will be delivered under suspensive condition. The Customer will bear the risk of loss or damage to the items delivered, regardless of the cause, with effect from the date of practical completion.



- 10.2 If the Customer has meanwhile processed or treated the items delivered by Dutchso, these newly-created items will be deemed to have been manufactured on Dutchso's instructions. This will also apply until such time as the Customer fulfils all its obligations towards Dutchso.
- 10.3 The Customer is not authorised to pledge the items delivered to third parties, or to mortgage them or transfer ownership of them without Dutchso's knowledge and written consent until payment has been effected. Dutchso will remain in ownership of the goods until the Customer has fulfilled all its payment obligations towards Dutchso.
- 10.4 In the event that the Customer fails to fulfil any of its obligations towards Dutchso as laid down in the contract, in respect of goods sold or work to be carried out, Dutchso is entitled to repossess the items - those originally delivered as well as those newly created - without any notice of default being required. The Customer must authorise Dutchso to gain access to the place where the items are located.

The Customer must immediately notify Dutchso in writing if and as long as Dutchso is the owner of the products, in the event that any part of the products has been lost or damaged, or if the products have been seized and/or any other claim has been made to the products or to any part thereof. Dutchso will transfer ownership of the goods delivered to the Customer on the date on which the Customer has fulfilled all its payment obligations under this contract and similar contracts, subject to a right of pledge for Dutchso in respect of other claims that Dutchso has against the Customer. The Customer must lend its cooperation - at Dutchso's first request - to any acts required in this connection.

#### **Article 11 Termination**

- 11.1 In the event of a (provisional) moratorium, bankruptcy, closing down or winding up of the Customer's business, all contracts between Dutchso and the Customer will be terminated *ipso jure* unless Dutchso informs the Customer within a reasonable period of time (at the request of the administrator or receiver where appropriate) that it demands performance of all or part of the relevant contract(s). In such an event, Dutchso is entitled to suspend performance of the relevant contract(s) without notice of default until payment has been secured to a sufficient extent, without prejudice to Dutchso's other rights under any contract with the Customer whatsoever, and without Dutchso being obliged to pay the Customer any compensation whatsoever.
- 11.2 If the Customer fails to fulfil any of its obligations towards Dutchso in a proper manner, or within the time specified, or in any other way, the Customer will be in default *ipso jure* and Dutchso will be entitled to take the following action without any notice of default or recourse to the courts:
- a. suspend performance of the relevant contract and any other contracts directly relating to it until it is sufficiently certain that payment will be forthcoming;





b. and/or terminate all or part of the relevant contract and any other contracts directly relating to it, without prejudice to Dutchso's other rights under any contract, and without Dutchso being obliged to pay any compensation.

11.3 In the event that a situation arises as specified in Article 11 paragraphs 1 and 2 above, all sums of money that the Customer owes to Dutchso and the aforesaid claims pursuant to the relevant contract(s) will be immediately due and payable in full, and Dutchso will be entitled to repossess the relevant products, including those that it has already delivered to the Customer. In such an event, Dutchso and its authorised representative or representatives are entitled to enter the Customer's buildings and premises in order to repossess the products. The Customer is obliged to take the necessary measures to allow Dutchso the opportunity to exercise its rights.

11.4 If Dutchso consents to termination, or at any rate if it terminates the contract without any question of default on its part, it will always be entitled to compensation for all financial losses such as costs, loss of profits and reasonable costs incurred when assessing losses and liability. In the event of partial termination, the Customer is not entitled to claim reversal of goods or services already supplied by Dutchso, and Dutchso is fully entitled to payment for the goods or services it has already supplied.

#### **Article 12 Force majeure**

12.1 If performance of the contract is impeded by force majeure, Dutchso is entitled to suspend its obligations for the duration of the situation of force majeure. Force majeure shall be taken to mean all circumstances beyond Dutchso's control that temporarily or permanently impede performance of the contract, all circumstances that should reasonably be considered to impede delivery or temporary delivery of the goods purchased, such as failure on the part of Dutchso's suppliers to deliver products or deliver them within the time specified, business interruptions or interruptions of operations, strikes, problems or obstacles regarding transport, and a situation in which it is impossible to carry out the work, because the items on which or to which work must be carried out are lost or destroyed without Dutchso being in any way to blame for this.

12.2 If the situation of force majeure lasts for three months, both parties will be entitled to terminate all or part of the contract in writing. In such an event, Dutchso is entitled to a proportionate share of the agreed price on the basis of the work carried out and the costs incurred.

#### **Article 13 Failure to collect goods**





13.1 If the Customer fails to collect goods that Dutchso is holding for the Customer, despite the fact that such goods have been placed at the Customer's disposal and regardless of whether payment of the amount owing has already been effected or must be effected before or on delivery, Dutchso is entitled to sell these goods for and on behalf of the Customer or engage a third party to sell them, after giving notice of default in writing. The Customer must still pay the purchase price plus interest, costs and any compensation. The net proceeds from the sale of the goods to a third party may however be deducted from this where appropriate.

13.2 The risk for total or partial loss of the goods will be borne by the Customer in full, with effect from the date on which such goods are placed at the Customer's disposal.

#### **Article 14 Method of payment**

14.1 Payment must be effected within 30 days of the invoice date, either in cash at Dutchso's offices or by bank transfer to a bank or giro account to be specified by Dutchso. If the Customer fails to effect payment within the time specified, it will be in default *ipso jure* and any payment discount to which the Customer is entitled will cease to apply.

14.2 If the Customer remains in default in respect of payment within 30 days of any amounts owing to Dutchso pursuant to the contract, the Customer must pay the statutory interest with effect from the due date, with the proviso that Dutchso may claim a minimum interest rate of 8% in any event.

14.3 If the Customer fails to effect payment within the time specified, i.e. within 30 days, Dutchso is entitled to collect the amounts owing with immediate effect. If Dutchso initiates collection proceedings, all legal and extrajudicial costs pertaining thereto - including costs relating to any bankruptcy petition - will be payable by the Customer, with the proviso that such costs are at least 15% of the principal, including the interest payable by the Customer.

#### **Article 15 Security**

15.1 Dutchso is entitled to suspend fulfilment of its obligations or to terminate the work in an unfinished state until such time as the Customer has provided security - at Dutchso's request and to its satisfaction - for the fulfilment of all its obligations.



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15.2 If the Customer is declared bankrupt or applies for a moratorium, Dutchso is entitled to terminate all or part of the contract without any further notice of default and without being obliged to pay any compensation or give any guarantees, and without prejudice to its right to claim payment of the purchase price from the Customer, plus the costs it has incurred as a result of termination and minus the costs it has saved as a result of termination.

15.3 The Customer is not entitled to offset amounts it owes to Dutchso against amounts owing to it by Dutchso unless the Customer is actually permitted to do this on the basis of a final and binding decision issued by the court.

#### **Article 16 Complaints**

16.1 The Customer is obliged to scrutinise the products closely, or to engage a third party to do so, immediately upon arrival at their destination or - if this takes place at an earlier date - upon receipt of the products by the Customer or by a third party acting on its instructions.

16.2 Any complaints concerning defects in the products due to material or manufacturing faults, and any differences in quantity, weight, composition and quality between the products delivered and the specification of such products stated on the order confirmation and/or the invoice must be reported to Dutchso in writing no later than eight days after delivery of the products, thereby stating the nature of the defect(s) discovered. Any defects which could not reasonably have been discovered within the aforesaid period of time must be reported to Dutchso in writing immediately on discovery, and in any event no later than thirty days after delivery of the products.

16.3 If the Customer discovers any defect, it is obliged to cease the use, processing or installation of the relevant product with immediate effect.

16.4 The Customer is not entitled to return the products to Dutchso without prior consultation with Dutchso. The cost of returning the goods will be borne by the Customer and the products will remain at the Customer's own risk.

16.5 Unless agreed otherwise in writing, Dutchso will not handle any complaints concerning products it has delivered that have already been put into use.



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16.6 If the Customer rightfully and correctly submits a complaint concerning defects in a product within the time specified, the resulting liability for Dutchso will be limited to the obligations specified in Article 17 in accordance with the nature of the complaint, with due observance of the other stipulations in Article 17 (guarantee).

16.7 Complaints relating to invoices must likewise be submitted in writing no later than eight days after receipt of the invoice.

16.8 If the Customer fails to submit complaints within the time specified in the foregoing, and/or if the Customer fails to provide Dutchso with the opportunity to remedy the defects, the Customer will forfeit all its rights and powers in respect of defectiveness. The goods delivered will be deemed to have been irrevocably and unconditionally accepted after the periods of time stated in the foregoing have elapsed.

16.9 If the Customer submits a complaint, this will not suspend its payment obligations in respect of the disputed goods.

#### **Article 17 Guarantee**

17.1 If the Customer submits a complaint correctly, within the time specified and pursuant to the provisions of Article 16, and if, in Dutchso's reasonable opinion, the Customer has sufficiently demonstrated that the products do not function properly, Dutchso may either replace the defective products with new ones free of charge after the Customer has returned these defective products, or it may repair the relevant products in a proper manner, or grant the Customer discount on the purchase price to be determined in consultation, at Dutchso's own discretion. Performance of one of the options specified in the foregoing will discharge Dutchso in full from its guarantee commitments, and Dutchso will not be obliged to pay the Customer any further compensation whatsoever.

17.2 If Dutchso delivers products to the Customer that Dutchso has obtained from its suppliers, Dutchso will never be obliged to provide the Customer with any further guarantee or liability than that which Dutchso is able to claim from its supplier. In the case of the sale of products sold under manufacturer's warranty or guarantee of the component parts, the guarantee solely applies to any defective or faulty separate components or parts of the products supplied to the Customer by Dutchso. Any necessary costs relating to assembly, dismantling, adjustment and set-up of the component parts of the products sold, and any additional costs for services or materials required such as hours worked, oil, filters, etc., will be borne by the Customer in full. Moreover, any costs relating to administration, dispatch and delivery, and all additional costs for stipulating this manufacturer's warranty or guarantee of the component parts will be borne by the Customer in full and without reservation. All dispatch costs incurred by the Customer vis-à-vis Dutchso will be borne by the Customer at all times.



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17.3 Accumulators, batteries, tyres and other parts subject to wear and tear are not subject to a guarantee. Dutchso reserves the right to provide different guarantees, or none at all, on reduced articles or "outlet" articles.

17.4 The guarantee on products sold by Dutchso exclusively applies on condition that such guarantees are clearly and unequivocally stated on the orders, commissions or invoices. The guarantee period will take effect on delivery of the products.

17.5 The products will remain at the Customer's full risk in the event that Dutchso carries out repairs on these products, unless such repairs are due to inadequate performance on the part of Dutchso, and the Customer cannot reasonably be expected to insure the products against the aforesaid risk. If the Customer carries out any repairs or makes any alterations without prior consent from Dutchso, or engages any third party to do this, Dutchso will not be obliged to fulfil its guarantee commitments. This also applies if the Customer or any parties affiliated with it have made improper use of the products. Improper use shall be taken to mean all usage that does not take place in a reasonable and proper manner and in accordance with the user manual.

17.6 Guarantees furnished by Dutchso will not apply if and as long as the Customer is in default vis-à-vis Dutchso, if the products are exposed to abnormal conditions, if they are handled carelessly or incompetently, or if they are stored for longer than is usual and the Customer has not provided Dutchso with the opportunity to inspect the defects. All guarantees expire one year after delivery.

#### **Article 18 Liability**

18.1 All of Dutchso's liabilities are limited at all times to the provisions of Articles 16 and 17 of these general conditions. Dutchso can never be held liable for any loss suffered by the Customer or any third party in respect of any supply obligations, deliveries of goods, the goods delivered, either in themselves or the use thereof, or any work or recommendations provided, unless the reverse explicitly follows from the aforementioned Articles.

18.2 Dutchso's liability vis-à-vis the Customer - of whatever nature - is limited in each occurrence (in which respect a related sequence of occurrences is regarded as one sole occurrence) to the relevant purchase price, excluding VAT. If no purchase price can be identified, Dutchso's liability is limited to the amount it receives from its business liability insurance company in connection with the matter.



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18.3 Dutchso can never be held liable for any indirect loss or damage suffered by the Customer or third parties, including consequential loss, loss of profits, immaterial damage, trading loss, loss of income and environmental damage.

18.4 Except in the event of intentional act or gross negligence on the part of Dutchso or of its top executive staff, the Customer must indemnify Dutchso against all claims of whatever nature made by third parties with respect to compensation for damages, interest and costs, and relating to any supply obligations, deliveries of goods, the goods delivered, either in themselves or the use thereof, or any work or recommendations provided.

18.5 Moreover, if the contract pertains to items that Dutchso purchases or has purchased from third parties, Dutchso's liability is limited to those items for which Dutchso's suppliers or third parties engaged by Dutchso are liable vis-à-vis Dutchso.

#### **Article 19 Applicable law and competent court**

19.1 All contracts concluded with Dutchso are subject to Dutch law.

19.2 In principle, all disputes arising between Dutchso and the Customer in respect of or as a result of a contract they have concluded will be resolved by the competent court in the District of Den Bosch, unless Dutchso decides to submit such disputes to the court in the Customer's place of business.

19.3 Applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, 11 April 1980) is excluded.

19.4 Insofar as these general conditions have also been drawn up in a language other than Dutch, the Dutch text will prevail in the event of disputes.