

## Deliveryterms Lau-Techniek.

### **1. General**

In these terms and conditions of delivery, the following definitions apply: Seller: the seller of these Lau-Techniek general terms and conditions, registered with the Chamber of Commerce in Hoorn under number 52787028 and established at Abbekerk (N.H.). Buyer: a client who acts in the exercise of a business or profession.

### **2. Application**

2.1 These general terms and conditions apply to all offers and order confirmations and deliveries by the seller, as well as to all agreements concluded by the seller and the buyer and the realization thereof.

2.2 Any additions or changes to these conditions are only valid if confirmed in writing by us.

2.3 A copy of these general terms and conditions is provided by us free of charge on request.

### **3. Offers and quotations**

3.1 All quotations are given by way of information and are not binding and without obligation. Catalogs, notes, prospectuses, descriptions, dimensions, charts, images, etc. are not binding in connection with any changes and improvements.

3.2. Verbal agreements regarding the amendment, supplement or cancellation of an agreement are only binding after and insofar as the seller has confirmed them in writing.

3.3 The offers made by the seller are valid for 30 days, unless stated otherwise. The seller is only bound by the offer if the acceptance thereof by the buyer is confirmed by him in writing within 30 days. The prices stated in the quotation are exclusive of VAT, unless stated otherwise.

3.4 Our prices are based on the currency ratios applicable at the time of the offer, the applicable material prices and labor costs.

3.5 If after the offer or after the conclusion of the agreement we are faced with additional costs due to an increase of material, labor costs, import and / or export duties and / or levies of any kind, or costs caused by currency changes, we are entitled increase by calculating.

3.6 In the case of a composite quotation, there is no obligation for us to deliver part of the goods included in the offer at a corresponding part of the stated price, nor does our offer automatically apply to repeat orders.

### **4 Delivery time and delivery**

4.1 Delivery times are stated as accurately as possible. Exceeding delivery time can never, even after notice of default, entitle to compensation. In the event of non-timely delivery, the Buyer is not entitled to cancel the agreement, nor to refuse or return it, or to the whole or part of a purchase agreement, nor to refuse or return, or the whole or part of a purchase agreement. Cancellation requires express written permission from the seller. The associated costs are at the expense of the seller.

4.2 All goods travel at the expense and risk of the buyer, unless otherwise agreed. For shipment the most suitable and advantageous way is chosen. Complaints about incorrect deliveries, damage and invoicing must be reported within 4 days after shipment.

4.3 If the buyer refuses the purchase or is negligent with the provision of information or instructions necessary for the delivery, the goods will be stored at the risk of the buyer. In that case, the buyer will owe all additional costs, including in any case storage costs.

4.4 The seller is permitted to deliver sold goods in parts. This does not apply if a partial delivery does not have an independent value. If the goods are delivered in parts, the seller is authorized to invoice each part separately.

## **5. Property right**

5.1 Until the full payment of all payments due by the buyer, the seller retains ownership of all goods delivered by the seller. The buyer must inform the seller without delay if the property rights of the seller are likely to be damaged.

5.2 If sample, model and example has been shown or provided by the seller, this is presumed to have been shown or departs by way of indication. The qualities of the goods to be delivered may deviate from the sample, model or example unless it was expressly stated that it would be delivered in accordance with the sample, model or example shown or provided.

5.3 The drawings, calculations, descriptions, models, tools and such made or provided by us remain our property, even if we have charged the other party for this.

5.4 The goods delivered by the seller, which fall under the retention of title pursuant to paragraph 1, may only be sold on within the framework of normal business operations and may never be used as a means of payment.

5.5 The buyer is not entitled to pledge the goods that fall under the retention of title or encumber them in any other way.

5.6 Buyer already gives unconditional and irrevocable consent to the seller or to a third party to be designated by it, in all cases in which the seller wishes to exercise its property rights, to enter all those places where the properties of the seller will be located and which to take things there.

5.7 If third parties seize goods delivered under retention of title or wish to establish or assert rights on them, the buyer is obliged to inform seller as soon as reasonably may be expected.

5.8 The buyer undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.

## **6. Payment term**

6.1 Payments are made within 30 days of the invoice date in the manner to be indicated by the seller in the currency in which the invoice is made and are strictly net.

6.2 After the expiry of 30 days after the invoice date, the buyer is legally in default; from the moment of being in default, the buyer owes interest of 1% per month on the due amount, unless the statutory interest is higher, in which case the statutory interest rate applies.

6.3 In the event of refusal of the COD shipment, the Buyer is obliged to reimburse us for all costs arising from this.

6.4 Costs for disposition, including all judicial and extrajudicial costs for the account of the buyer.

## **7. Complaints**

7.1 Complaints about the delivered goods must be submitted to us in writing within 8 days of receipt of the goods, stating invoice and packing slip numbers and stating reasons. In that case, the goods in question must be available to us for inspection.

7.2 Complaints do not give the buyer the right to suspend or refuse a payment.

7.3 Complaints found by us lead to replacement or reimbursement of the goods in question in our opinion and must expressly exclude compensation of wages or the like.

## **8. Warranty**

8.1 For goods delivered by us we do not provide more guarantee than is given to us by our supplier of these items with a maximum of 1 year.

8.2 If delivered goods may show errors for which we are responsible, we undertake at our discretion to take back, replace or repair these items.

8.3 If the other party carries out repairs on its own initiative and / or makes changes or has them done, our guarantee obligations have been canceled.

9. Liability. The seller is only liable to the buyer in the following manner;

9.1 For damage as a result of defects in delivered goods, only the liability as regulated in article 8 (warranty) of these conditions applies.

9.2 Seller is only liable if damage is not caused by intent or gross negligence of the seller or her subordinates.

9.3 The seller's liability is limited to the amount of the benefit to be paid by the seller's insurer in the present case.

9.4 If the insurance in any case offers no cover or does not pay, and the seller is liable, the liability of the seller is limited to twice the invoice value of the transaction, at least that part of the transaction to which the liability relates.

## **10. Force majeure**

10.1 Force majeure is understood in these general terms and conditions in addition to what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which the seller can not exercise influence, but as a result of which the seller is unable to meet its obligations. , including strikes in the seller's business.

10.2 During force majeure, the delivery and other obligations of the seller are suspended. If the period in which fulfillment of the obligations by the seller is not possible due to force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement, without there being an obligation to pay compensation in that case.

10.3 If at the onset of the force majeure the seller has already partially fulfilled its obligations, or can only partly fulfill the obligations, it is entitled to invoice the already delivered or the deliverable part separately and the other party is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the already delivered or deliverable part does not have an independent value.

## **11 Disputes**

11.1 The agreements with the other party are exclusively managed by Dutch law.

11.2 All disputes shall exclusively be settled by the competent Dutch court, even if the other party is established abroad and a treaty arrangement will designate a foreign court as competent. We reserve the right to have the dispute with a foreign counterpart decide for a foreign competent court.