

General Terms and Conditions of Sale of NedForm B.V., Geleen, The Netherlands

Version 1.5

1. Applicability

1.1 These general terms and conditions of sale (hereinafter: "Terms") apply to all offers, quotations, agreements, and deliveries of goods and services by NedForm B.V. (hereinafter: "NedForm") to business customers (B2B).

1.2 The customer accepts these Terms by placing an order. Deviations from or additions to these Terms are only binding if confirmed in writing by NedForm.

1.3 The applicability of any purchase or other terms from the customer is expressly rejected.

2. Offers and Agreements

2.1 All offers and quotations from NedForm are without obligation unless explicitly stated otherwise. A quotation is valid for 30 days from the date of issue unless otherwise indicated.

2.2 An agreement is established after written confirmation by NedForm or as soon as NedForm has commenced execution of the order.

2.3 Oral promises or agreements bind NedForm only after they have been confirmed in writing.

3. Prices

3.1 All prices used by NedForm are exclusive of VAT and other government levies unless explicitly stated otherwise.

3.2 NedForm reserves the right to adjust prices if cost factors give cause to do so. In the event of a price increase of more than 10%, the customer has the right to dissolve the agreement in writing within ten working days after notification.

3.3 Any additional costs, such as transport, packaging, and insurance costs, may be charged separately.

4. Payment Terms

4.1 Payment must be made within 30 days of the invoice date, without any deduction, discount, or set-off, unless otherwise agreed in writing.

4.2 If the payment term is exceeded, the customer is legally in default and owes default interest of 1.5% per month unless the statutory commercial interest rate is higher. Interest over part of a month is calculated as a full month.

4.3 All judicial and extrajudicial collection costs are at the customer's expense. The extrajudicial collection costs are calculated according to the collection rate of the Dutch Bar Association.

4.4 In the event of liquidation, bankruptcy, attachment, or suspension of payment of the customer, NedForm's claims are immediately due and payable.

5. Retention of Title

5.1 All delivered goods remain the property of NedForm until the customer has properly fulfilled all obligations arising from the agreement(s) concluded with NedForm.

5.2 The customer is not entitled to pledge or otherwise encumber the goods subject to retention of title.

5.3 If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereto, the customer is obliged to inform NedForm as soon as possible.

6. Delivery and Risk

6.1 Delivery takes place ex-works (Ex Works) NedForm in Geleen, in accordance with Incoterms 2020, unless otherwise agreed in writing.

6.2 The risk of loss, damage, or depreciation of the goods passes to the customer at the moment they are delivered to the customer.

6.3 The customer is obliged to accept the goods at the moment they are delivered or at the moment they are made available to him according to the agreement.

7. Delivery Time

7.1 The delivery times specified by NedForm are indicative and do not bind NedForm unless expressly agreed otherwise.

7.2 Exceeding the delivery time does not entitle the customer to compensation, dissolution of the agreement, or suspension of any obligation towards NedForm.

8. Inspection and Complaints

8.1 The customer is obliged to inspect the delivered goods immediately upon receipt for defects and/or deviations.

8.2 Complaints about visible defects must be reported in writing to NedForm within five working days after delivery. Complaints about non-visible defects must be reported in writing within five working days after discovery, but no later than three months after delivery.

8.3 Failure to report timely results in the forfeiture of any claim of the customer regarding defects.

8.4 Submitting a complaint does not suspend the customer's payment obligation.

9. Warranty

9.1 NedForm guarantees that the delivered goods comply with the usual requirements and standards that can reasonably be set at the time of delivery.

9.2 If defects occur in the goods within the warranty period as a result of material or manufacturing faults, NedForm will, at its discretion, repair or replace the goods.

9.3 Any form of warranty lapses if a defect has arisen as a result of improper or inappropriate use, use after the expiration date, incorrect storage, or maintenance by the customer.

9.4 NedForm is not responsible for the final result of the applications of the delivered products by the customer. Advice from NedForm is of a general nature and without any obligation.

10. Return Conditions

10.1 Returning goods is only possible after prior written consent from NedForm and under conditions determined by NedForm.

10.2 Returns must take place within fourteen days after delivery and be accompanied by a fully completed return form.

10.3 The goods must be undamaged, unused, and in the original packaging. The customer is responsible for proper transport of the returned goods.

10.4 The costs and risk of return shipment are borne by the customer unless otherwise agreed in writing.

10.5 Custom-made products or goods specifically manufactured for the customer cannot be returned.

11. Liability

11.1 NedForm is only liable for direct damage resulting from intent or gross negligence on the part of NedForm.

11.2 In all cases, NedForm's liability is limited to the invoice amount of the relevant delivery.

11.3 NedForm is never liable for indirect damage, including consequential loss, lost profits, missed savings, and damage due to business interruption.

11.4 The customer indemnifies NedForm against all third-party claims relating to the goods delivered by NedForm.

12. Force Majeure

12.1 NedForm is not obliged to fulfill any obligation towards the customer if it is prevented from doing so due to force majeure.

12.2 Force majeure means any circumstance beyond NedForm's control that fully or partially prevents the fulfillment of its obligations towards the customer, or as a result of which fulfillment of its obligations cannot reasonably be required of NedForm.

12.3 In the event of force majeure, NedForm has the right to dissolve the agreement in whole or in part without judicial intervention, without being liable for any compensation.

13. Intellectual Property

13.1 All intellectual property rights regarding the goods, services, and documentation delivered by NedForm rest with NedForm or its licensors.

13.2 The customer is not permitted to remove or change any indication concerning copyrights, trademarks, trade names, or other intellectual property rights from the goods.

14. Confidentiality

14.1 Both parties are obliged to maintain confidentiality regarding all confidential information obtained from each other or from other sources in the context of the agreement.

14.2 Information is considered confidential if it has been communicated as such by either party or if this results from the nature of the information.

15. Applicable Law and Disputes

15.1 All legal relationships between NedForm and the customer are exclusively governed by Dutch law.

15.2 All disputes arising from or related to the agreement will be submitted exclusively to the competent court in the district where NedForm is established, unless mandatory law prescribes otherwise.

16. Final Provisions

16.1 If any provision of these Terms is null and void or annulled, the other provisions of these Terms remain in full force. The parties will consult to agree on a new provision to replace the void or annulled provision, considering the purpose and intent of the original provision.

16.2 NedForm is entitled to amend these Terms. Amendments take effect at the announced time. NedForm will send the amended Terms to the customer in a timely manner. If no effective date has been communicated, amendments take effect as soon as the customer has been notified of the change.

Contact Details

NedForm B.V. Hofdwarweg 20 6161 DD Geleen The Netherlands Phone: +31 (0)46 4106260
Email: info@nedform.com

Disclaimer: This document has been carefully compiled to strive for completeness and compliance with Dutch law.