

Section 1 Validity of these conditions

1-1 These conditions apply to all agreements entered into by Stand-By Polytechniek, located in Nunspeet, hereinafter called Stand-By.

1-2 Particular conditions, which deviate from the conditions of Stand-By will only then be binding when agreed upon in writing.

Section 2 General conditions of contractors and/or third parties

2-1 Stand-By only then accepts the appropriateness of general conditions of contractors and/or third parties, when these are agreed upon explicitly and in writing.

2-2 However, in case of any appropriateness of afore-mentioned general conditions, the appropriateness of the general conditions of Stand-By will remain unimpeded, unless these are contrary to those general conditions of contractors and/or third parties.

2-3 General conditions will only be accepted by Stand-By on the aforementioned terms and can only be applied to the appropriate transaction. Transactions of a later date will not again automatically be dealt with via those conditions of purchase.

Section 3 Special Offers

3-1 All special offers and/or quotations are free of engagement, unless explicitly stated otherwise. The prices stated apply to delivery ex Stand-By warehouse, exclusive of sales tax and exclusive of possible packaging.

3-2 Data in print supplied by Stand-By are subject to alterations without prior notice; they do not bind Stand-By.

Section 4 Arrangements

Arrangements or agreements with subordinate members of personnel of Stand-By do not bind last-mentioned, as far as they are not confirmed by Stand-By in writing. Subordinate members of personnel are in this respect all employees and co-workers without procuration.

Section 5 Agreement

5-1 The agreement of buying and selling of goods and/or execution of operations will only then become binding for Stand-By when confirmed by letter.

5-2 Every agreement, entered into with Stand-By, contains the resolute condition that adequate creditworthiness of the customer will be established to Stand-By, such to be judged by Stand-By exclusively. The customer will allow that Stand-By retrieves information concerning him, if necessary.

5-3 Data concerning the presented such as properties, sizes, weight and so on, as well as data concerning printed matters, drawings, illustrations and the like, which are issued by Stand-By along with the offer, are not binding for him and are given in good faith.

Section 6 Prices

6-1 The prices listed by Stand-By are based on price-determining factors at the time of offer.

6-2 Price lists and advertising materials are subject to alterations and do not bind Stand-By.

6-3 If prices of pays, social securities, sales tax and the like rise after the agreement, even though these occur in pursuance of circumstances already anticipated at the time of offer, these can be passed on. If this occurs within three months after the closing of the agreement both parties have the right to dissolve the agreement.

6-4 If price fluctuations amount to more than 5% of the agreed transaction, both parties are entitled to dissolve the agreement, unless this price fluctuation is the consequence of an alteration in the agreement or comes forth from the authority to do so in pursuance of the law.

Section 7 Partial delivery

A partial delivery, which can also be explained as the delivery of goods of a composite order can be invoiced; in this case payment should occur according to the stated in article "Payment".

Section 8 Packing

If necessary, packing will be calculated at cost price and not retrieved. The necessity of the use of packing is to be judged by Stand-By.

Section 9 Deposits

Stand-By is authorised to ask for a deposit of a minimum of 25% when entering into an agreement. If the agreement is dissolved because of an imputable shortcoming in observance on the part of Stand-By, the customer will have the right to repayment of the deposit made, together with compensation, as settled further on in these provisions, of which the legal interest on the prepayment forms part at any rate.

Section 10 Delivery periods

10-1 Reported delivery periods are no expiration dates, unless explicitly agreed upon otherwise. In case of delivery not done in time, the customer ought to hold Stand-By liable in writing.

10-2 The delivery periods are settled with the expectation that there are no impediments for Stand-By to deliver the goods or embark upon the activities.

10-3 Whenever the customer does not take the ordered goods after expiration of the delivery period, these goods will be stored at his disposal, for the customer's account and risk.

10-4 In case of delay the customer will not be able to call on dissolution or claim any compensation of whatever nature.

Section 11 Transportation

Shipping is carried out as indicated by Stand-By. If the customer wishes to receive the shipment in another way, e.g. by rapid- or express delivery, then the extra expenses will be for his account.

Section 12 Extra and less work

12-1 The work only contains that which is agreed upon between the parties in writing.

12-2 The customer has the right to make alterations in the work, before or during the execution of the work. Extra and less work, instructed verbally or in writing before or during the execution of work, will be qualified for settlement. The lack of a written order will leave unimpeded the claims of the customer with respect to the execution, respectively of Stand-By on the settlement thereof, if and as far as by other means it will be proved that the extra work as such has been ordered.

12-3 Expenses to be made by Stand-By through no fault of his own can be passed on to the customer.

Section 13 Alterations of the order

13-1 Alterations in the original order, of any nature, made by or in the name of the customer, verbally or in writing, which causes costs to rise so that they get higher than calculated in the quotation, will be passed on to the customer as extra charge.

13-2 Any still desired alterations in the execution of the order by the customer after the issue of the order, should be made known to Stand-By in time and in writing. If the alterations are given verbally, or by telephone, the risk for execution of the alterations is for the customer's account.

13-3 Alterations installed in the order may cause an exceeding of the time of delivery, which had been agreed upon before the alterations, beyond the responsibility of Stand-By.

Section 14 Delivery

14-1 Unless explicitly agreed upon otherwise, the goods that have to be delivered by Stand-By will be delivered at the address provided by the customer.

14-2 The loading and unloading and the transport take place under responsibility and at the expense and risk of Stand-By.

14-3 The delivery time of the products takes effect at the moment Stand-By receives the order.

14-4 The delivery periods agreed upon are no expiration dates, unless explicitly agreed upon otherwise. In case of delivery not done in time, the customer ought to hold Stand-By liable in writing.

14-5 Stand-By has the right to fulfil the agreement in partial deliveries.

14-6 If Stand-By fails to fulfil his obligations in time, he will immediately make this known to customer, stating the reasonable expectancy time with which the delivery time will be exceeded.

Section 15 Risk at transition

As soon as materials, parts or tools needed for the execution of the order, have arrived at the worksite, the customer bears the liability for all risks and damages of any nature which may originate on the materials, installations, parts or tools. This also applies when execution takes place on a worksite appointed by customer and when the goods are present on the site.

Section 16 Cancelling

16-1 If the customer cancels the order and/or refuses to purchase the goods, he will be obliged to accept and pay for the materials and components already purchased by Stand-By, whether or not treated or processed against the cost price, inclusive of wages and Social Security premiums and he will be held to compensate Stand-By for the work already executed. The customer will also be due to pay the amount of 1/3 of the agreed upon price as a compensation. Furthermore, the customer is obliged to safeguard Stand-By against claims by third parties, as a consequence of cancelling the order and/or refusal of goods.

16-2 Stand-By reserves all rights to demand complete observance of the agreement and/or complete compensation without prejudice to that stated in the previous member of this section.

Section 17 Warranty

If Stand-By might be held liable by third parties in case of any damage for which he is not liable according to these conditions, customer will fully indemnify him in this case and compensate everything on that account that he has to fulfil, acting on a settlement agreed upon and consented by customer and/or an irrevocable and in final instance stated judicial or comparable verdict.

Section 18 Claims

18-1 It is the customer's duty to inspect the work and/or goods thoroughly for defects, immediately after completion/delivery, and in case of presence of defects to make this at once known to Stand-By in writing. If the customer does not point out defects, which could have been noticed after thorough examination, to Stand-By within 8 (eight) days after the day of delivery and/or completion, then the customer will be considered to agree with the state in which the purchased is delivered and/or completed, and every right to claims expires.

18-2 Stand-By should be enabled to check presented claims. When agreed upon, a written statement will be drawn up, which has to be signed by both parties.

18-3 If the claim is correct in the judgement of Stand-By, Stand-By will either pay a reasonable compensation, not exceeding the invoice value of the delivered goods, or replace the delivered goods for free after having received them in the original condition.

Section 19 Guarantee

If the customer has stipulated that particular materials or parts are to be supplied by specified manufacturers or suppliers, Stand-By is not held to bear responsibility or to cover a longer period of guarantee than the manufacturer or the supplier of these parts or materials is willing to provide to Stand-By.

Section 20 Liability

20-1 Stand-By is not liable for any expenses, damages and interests that could arise as a direct or indirect consequence of:

- force majeure/ circumstances beyond one's control, as defined further on in these conditions
- the customer's actions or defaults, his subordinates or other persons set to work by or on the part of him
- the customer's defaults in the maintenance of delivered goods
- normal wear and tear to delivered goods as a result of daily use
- discoloration of the delivered goods caused by the influence of light
- any other external cause

20-2 Stand-By is only liable as far as his insurance covers this, either up to the maximum invoice value for damage to the work, devices, material and equipment as to the customer's work and/or properties and/or third parties, as far as arisen through fault of Stand-By or those set to work by him on the activities commanded to him.

20-3 Stand-By will in principle not be held to compensate loss of profits and or consequential damage suffered by a customer, such being dependent on the nature of the fault.

Section 21 Force Majeure

21-1 Unusual circumstances, such as, among other things, storm damage and other natural disasters, obstruction by third parties, obstruction in transportation in general, complete or partial strikes, riots, war or risk of war, as well as home as in the country where the goods come from, exclusions, loss or damage of goods during transportation to Stand-By or the customer, non-delivery or non-timely delivery of goods by suppliers of Stand-By, export- and import embargos, complete or partial mobilization, prohibitive acts of any government, fire, breakdowns and accidents at the company of or in the means of transport of Stand-By, as also in the means of transport of third parties, the levying of taxes or other acts of government which will imply an alteration in the actual circumstances – these all present to Stand-By force majeure, which will release Stand-By of his duty of delivery or execution of work, leaving the customer no right to compensation of whatever nature or however named.

21-1 In these or such cases Stand-By has the right, completely at his own judgement, to cancel the purchase-agreement or the agreement for the execution of work or to postpone this, respectively change it, until the unusual circumstances have stopped to exist, at which moment it is the customer's duty to pay for executed work, if any.

Section 22 Property reservation

21-1 As long as Stand-By has not received full payment concerning an agreement of parties with regard to the execution of work or of the purchase/sale of goods (inclusive of possible damage, expenses and interest included therein), the delivered goods will remain the property of Stand-By.

21-2 Stand-By has the right to re-claim these goods and take these if the defaulting customer does not fulfil his obligations, if he liquidates, applies for or has got a moratorium, is pronounced to be in a state of bankruptcy or when the goods are claimed.

21-3 All acts of disposition with regard to the sold and delivered goods are prohibited for the customer as long as he has not fulfilled his payment obligations.

Section 23 Default and termination

23-1 Upon default by the customer, he will be considered to be in default without proof of default being required. In case of default, Stand-By will have the right to postpone his duty from the agreement, terminate the agreement completely or partially, without judicial intervention, such at his own option.

23-2 Stand-By can also make use of the rights mentioned in this section,

a. if the other party does not fulfil one or more obligations ensuing from the agreement and after he has been granted a reasonable period to fulfil after all. Stand-By is also entitled to postpone execution of the agreement in case customer does not fulfil one or more obligations.

b. if the customer is pronounced to be in a state of bankruptcy or if his bankruptcy has been applied for or if he has applied for or got a moratorium, if his real estate has been confiscated, if his company has gone into liquidation or is or has been taken over by a third party/ third parties.

c. if the other party has passed away, is made ward of court or is dissolved

d. if he intends to leave his country and establish himself somewhere else.

In all these cases Stand-By can immediately demand all claims against the customer.

23-2 Stand-By is entitled, if he appeals to member 2 of this article, to fully claim any amount indebted by customer because of services already executed by Stand-By, without any warning or proof of default being necessary, everything without prejudice to the right of Stand-By to compensation of expenses, damage and interests.

Section 24 Payment

24-1 Payments, also those in instalments, have to be made within 14 (fourteen) days after submission of the invoice, unless agreed upon otherwise.

24-2 Stand-By is authorized to charge the customer an interest of 1.25 % a month, calculated from the day of sending the invoices, if the payment of the money due has not been received by him within the set term.

24-3 Furthermore, Stand-By has the right to claim all expenses, apart from the customer's principal money and the interest, legal as well as non-legal, caused by the non-payment, inclusive of charges of lawyer, attorney, acting manager, bailiff and collection-agency.

24-4 All expenses for legal advice and aid will also increase the non-legal expenses.

24-5 From the bare fact that Stand-By has assured himself of the aid of a third party the size and the obligation of payment of the non-legal expenses becomes clear.

Section 25 Governing law

Dutch law exclusively governs all agreements and/or performed actions made by Stand-By.

Section 26 Disputes

All disputes, ensuing from agreements entered into by parties, inclusive of the sole recovery of the money due, will be made pending before the civil judge of the domicile of Stand-By, if desired by him, in as far as the civil judge is legally authorized to do so.