GENERAL TERMS AND CONDITIONS OF DG RUBBER HOLLAND B.V., NIJKERK

1. Definitions

Supplier: DG Rubber Holland B.V., the user of these general terms and conditions;
Customer: the Supplier's counterparty, purchaser or principal;
Agreement: the agreement between the Supplier and the Customer.

2. General

2.1 These general terms and conditions apply to all offers and agreements between the Supplier and the Customer to which the Supplier has declared these terms applicable, unless both parties have expressly agreed otherwise in writing.
2.2 These general terms and conditions also apply to all agreements for the performance of which the Supplier engages third parties.
2.3 The Customer's general terms and conditions are expressly excluded, unless both parties have agreed otherwise in writing. If both parties' general terms and conditions apply, the provisions of the Supplier's general terms and conditions prevail in the event of any conflict.
2.4 If one or more provisions of these general terms and conditions prove to be void or unenforceable, the remaining provisions remain in full force. The void or unenforceable provisions shall be replaced by legally valid provisions that reflect the original intention of the void or unenforceable provision as closely as possible.

3. Offers / Quotations / Prices

3.1 All offers made by the Supplier are without obligation, unless the offer specifies a period for acceptance.
3.2 Quotations issued by the Supplier are not binding, unless stated otherwise. The Supplier is bound by a quotation only if the Customer has accepted it in writing within 14 days and the materials offered are still available and/or can still be supplied.
3.3 If a natural person enters into an agreement on behalf of another natural person, by signing the agreement that person declares that they have full authority to do so. That person is jointly and severally liable, together with the other natural person, for all obligations arising from the agreement.
3.4 If the Customer's acceptance differs from the contents of the quotation, the Supplier is not bound by it. In that case, no agreement is formed on the terms of the differing acceptance, unless the Supplier indicates otherwise.
3.5 The Supplier is not obliged to supply part of the goods listed in a quotation at the stated price if those goods form part of a combined offer.
3.6 Offers or quotations do not apply to repeat orders.
3.7 Delivery dates stated in an agreement are estimates only. Any delays do not entitle the Customer to dissolve the agreement or claim compensation, unless expressly agreed otherwise.
3.8 An agreement with the Supplier is formed only when the Supplier has confirmed the order in writing and/or has delivered the ordered goods from its warehouse to the Customer.
3.9 All amounts stated in quotations are ex warehouse, in euros and inclusive of loading costs, but exclusive of VAT, government levies, delivery charges, freight charges and administration charges, unless agreed otherwise.
3.10 The Supplier is entitled to pass on price increases exceeding 10% if, between the time of the offer/acceptance and delivery, prices change as a result of, for example, exchange rate fluctuations, labour costs, raw materials, semi-finished products or packaging materials.
3.11 If the Supplier and the Customer enter into several agreements, these general terms and conditions apply in each case, regardless of whether this has been expressly agreed.

4. Delivery

4.1 Goods are delivered ex the Supplier's warehouse, unless both parties have agreed otherwise.
4.2 The Customer must take delivery of the goods when the Supplier delivers them or arranges their delivery, or at the time agreed in the agreement.
4.3 If the Customer refuses the goods or fails to provide information or instructions necessary for delivery, the Supplier is entitled to store the goods at the Customer's expense and risk.
4.4 For cash-on-delivery shipments, cash-on-delivery charges are always passed on to the Customer.
4.5 The Supplier is entitled to charge delivery costs. Free delivery applies to orders exceeding EUR 495 excluding VAT. For exports, the Customer must pay the freight charges.
4.6 Freight charges are determined by weight and invoiced separately.
4.7 Stated delivery dates are indicative only. If the delivery period is exceeded, the Customer must give the Supplier written notice of default.
4.8 If the Supplier requires information from the Customer to perform the agreement, the delivery period does not begin until that information has been received.
4.9 The Supplier reserves the right to make partial deliveries and invoice them separately.

5. Inspection and complaints

5.1 The Customer must inspect the goods delivered and their packaging immediately upon delivery. The Customer must also verify that the quality and quantity of the goods delivered comply with the agreement.
5.2 Any sample shown is indicative and may differ from the goods actually delivered, unless it has been expressly agreed that the delivery will correspond exactly to the sample.
5.3 Any visible defects must be reported to the Supplier in writing within 8 days of delivery.
5.4 The Supplier must be given a reasonable opportunity to investigate the defects.
5.5 Even if complaints are reported in time, the Customer remains obliged to accept and pay for the purchased goods. Defective goods may be returned only with the Supplier's prior written consent and in the manner specified by the Supplier.

6. Payment terms

6.1 Orders below EUR 100.00 must be paid cash on delivery. Other payments must be made in euros within 30 days of the invoice date, in a manner specified by the Supplier. Orders exceeding EUR 5,000 are payable as follows:
• 1/3 upon receipt of the order;
• 1/3 when the goods are ready for dispatch;
• 1/3 within one month after payment of the second instalment.
6.2 Objections to an invoice do not suspend the payment obligation.
6.3 If the Customer fails to pay within the 30-day payment period, the Customer is in default by operation of law. Interest of 1% per month is then due, unless the statutory interest rate (including the statutory commercial interest rate, where applicable) is higher, in which case the higher rate applies. Interest is calculated from the date on which the Customer is in default until the date of full payment.
6.4 In the event of the Customer's liquidation, bankruptcy, suspension of payments or debt restructuring, all claims of the Supplier become immediately due and payable.
6.5 Payments are applied first to costs, then to interest and finally to the principal sum and current interest.
6.6 The Customer is not entitled to set off any claims against the Supplier.

7. Collection costs

7.1 If the Customer fails to pay or pay on time, all reasonable extrajudicial collection costs are payable by the Customer. Collection costs are calculated in accordance with the rates for collection cases recommended by the Netherlands Bar Association.
7.2 Any costs reasonably and necessarily incurred by the Supplier are also eligible for reimbursement.
7.3 Any reasonable legal costs and enforcement costs are also payable by the Customer.

8. Retention of title

8.1 All goods delivered by the Supplier remain the Supplier's property until the Customer has fulfilled all obligations arising from all agreements concluded with the Supplier in full.
8.2 The Customer may not pledge or otherwise encumber goods delivered subject to retention of title.
8.3 If third parties attach goods delivered subject to retention of title, or wish to establish or assert rights over them, the Customer must notify the Supplier immediately.
8.4 Goods delivered by the Supplier subject to retention of title may be resold only in the ordinary course of business and may not be used as a means of payment.
8.5 If the Supplier wishes to exercise its ownership rights, the Customer hereby grants unconditional and irrevocable permission to the Supplier or third parties designated by the Supplier to enter the premises where the Supplier's property is located and repossess it.

9. Warranty

9.1 The goods delivered by the Supplier comply with the technical requirements and specifications laid down in Dutch legislation.
9.2 The warranty referred to in paragraph 1 of this article is valid for a period of 6 months after delivery.
9.3 This warranty is limited to:
• Manufacturing defects and therefore does not cover damage caused by wear and tear or incorrect and/or improper use;
• Deliveries to customers in the Netherlands.
9.4 The warranty lapses in the following cases:
• Resale of the goods delivered, unless agreed otherwise;
• Incorrect or improper use by the Customer or third parties;
• Modifications, alterations or repairs to the goods delivered by the Customer or third parties.
9.5 As long as the Customer fails to fulfil its obligations under agreements concluded with the Supplier, the Customer cannot claim under this warranty.

10. Suspension and dissolution

10.1 The Supplier is entitled to suspend performance of its obligations or dissolve the agreement if:
• The Customer fails to fulfil its obligations under the agreement in full or on time;
• Circumstances become known after the agreement is concluded that give serious reason to fear that the Customer will not fulfil its obligations;
• The Customer was requested, when entering into the agreement, to provide security for the performance of its obligations and that security is not provided.
10.2 The Supplier is also entitled to dissolve the agreement if circumstances arise as a result of which performance of the agreement can no longer reasonably be required.
10.3 If the agreement is dissolved, all claims of the Supplier become immediately due and payable.
10.4 The Supplier reserves the right to claim compensation.

11. Cancellation of orders

11.1 If the Customer wishes to cancel an agreement already concluded, a cancellation charge of 10% of the agreed order price (including VAT) will be charged, without prejudice to the Supplier's right to full compensation, including loss of profit.
11.2 If, upon cancellation, the Customer refuses to take delivery of goods already purchased, such as materials and raw materials, regardless of whether they have already been processed, the Customer must reimburse all related costs.

12. Liability

12.1 If goods delivered by the Supplier prove to be defective, the Supplier's liability is limited to the warranty set out in article 9 of these terms and conditions.
12.2 If the Supplier is liable for direct damage, that liability is limited to the amount paid out by its insurer, or to the invoice amount, or to the part of the agreement to which the liability relates.
12.3 The Supplier is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage resulting from business interruption.
12.4 The limitations of liability for direct damage contained in these general terms and conditions do not apply if the damage is due to intent or gross negligence on the part of the Supplier or its subordinates.

13. Transfer of risk

13.1 The risk of loss of or damage to the goods passes to the Customer when the goods are legally and/or physically delivered to the Customer and thereby come under the control of the Customer or a third party designated by the Customer.
13.2 If the Customer arranges transport, the costs and risks thereof are borne entirely by the Customer.

14. Force majeure

14.1 Neither party is required to perform any obligation if prevented from doing so by a circumstance that is not attributable to its fault and for which it is not responsible under the law, a juridical act or generally accepted principles.
14.2 Force majeure also includes all external causes, whether foreseen or unforeseen, beyond the Supplier's control that prevent the Supplier from fulfilling its obligations, including strikes within the Supplier's business.
14.3 The Supplier is also entitled to invoke force majeure if the circumstance preventing performance arises after the Supplier should have fulfilled its obligations.
14.4 The parties may suspend their obligations under the agreement for as long as the force majeure continues. If this period exceeds two months, either party is entitled to dissolve the agreement without any obligation to pay compensation.
14.5 If, when force majeure occurs, the Supplier has partially fulfilled its obligations and the part performed has an independent value, the Supplier is entitled to invoice that part separately.

15. Disputes

Unless mandatory law provides otherwise, the competent court in the place where the Supplier is established has exclusive jurisdiction to hear disputes. Nevertheless, the Supplier is entitled to submit a dispute to the court having jurisdiction under the law.

16. Applicable law

All agreements between the Supplier and the Customer are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

17. Registration

These general terms and conditions have been registered in Dutch with the Chamber of Commerce Gooi-, Eem- en Flevoland under number 08057144.

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