



## GENERAL TERMS OF DELIVERY

### 1. Preamble

These general conditions apply, subject to changes that both parties could implement through explicit agreement in writing and signed by both parties.

### 2. Formation of contract

- 2.1 The contract shall be deemed accomplished if the seller has sent a written acceptance upon receipt of an order, eventually within the deadline set by the buyer.
- 2.2 An amendment to the proposals of the seller is only valid if confirmed in writing. Matters that are handled by the agents of the seller are only valid after direct confirmation by the seller to the buyer.
- 2.3 The implementation by the buyer of the advance payment that is determined during the negotiations is a final confirmation of his participation in the contract.

### 3. Plans and descriptive documents

- 3.1 The weights, dimensions, volumes and other data in the catalogs, prospectuses, circulars, advertisements, prints and price lists, are approximate. These are only binding if expressly referred to in the contract.
- 3.2 The plans and technical documents that make complete or partial manufacture of the equipment and maintenance possible, and are transferred to the buyer before or after the conclusion of the contract, shall remain the exclusive property of the seller. They may not be used, copied, reproduced, transmitted or disclosed to third parties by the buyer without the consent of the seller. These plans and documents will be owned by the buyer:
  - a) if an explicit clause determines this, or
  - b) if they belong to an earlier research contract that differs from the performance contract, in which the property is not reserved to the seller.
- 3.3 The plans and technical documents that make complete or partial manufacture of the equipment possible and transferred by the purchaser before or after the conclusion of the contract to the seller, remain the exclusive property of the buyer. This may not be used without his permission by the seller and not be copied, reproduced, transmitted or disclosed to third parties.

### 4. Packaging

Unless otherwise specified, the prices refer to unpacked goods. The packaging and packaging devices are separately billed, as well as any costs for container handling and loading the truck.

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## **5. Control**

The buyer is allowed to check and verify the quality of materials and components of the material both during construction and after completion by its duly authorized representatives. These inspections and checks are held at the manufacturing site, at normal business hours, after agreement with the seller about day and time. The cost of this research, including the costs resulting from the intervention of a supervisory institute or inspection institute, shall be borne by the buyer. In any case, the buyer will be asked to proceed to a technical confirmation of the material at the delivery in our spaces.

## **6. Risk transfer**

- 6.1 The goods are sold and delivered in the factory of the seller, even if they are to be sent free.
- 6.2 The seller informs the buyer by letter about the date from which the latter is obliged to accept the material. The message of the seller is to be handed over to the buyer sufficiently in advance, and gives enough time to arrange actions, which are normally required for this.
- 6.3 If the seller intervenes for the buyer to deliver containers or other means of transportation, or to facilitate customs formalities, he bears no liability or this and all resulting costs will be billed at cost.
- 6.4 The goods travel at buyer's risk.

## **7. Ownership**

- 7.1 Without prejudice to the provisions of Article 6, the goods remain to be property of the seller until the full price has been paid.
- 7.2 The buyer is not allowed to sell goods to any third party while the goods remain the property of the seller. If this prohibition is complied with, the buyer is obliged a fixed fee of 50% of the selling price (above the sales price and any damages for delay).

## **8. Delivery terms**

- 8.1 Unless stated otherwise, delivery terms start from the latest of the following two dates:
  - a) Date of the conclusion of the contract, as defined in Article 2.
  - b) Date the seller receives the advance payment.
- 8.2 Unless otherwise stipulated in the contract, the delivery terms are only informative and any delay cannot form the basis for cancellation of the order or any compensation whatsoever.
- 8.3 If the buyer does not accept the goods at the time that these are made available by the seller, he still is not allowed to delay the payment terms related to the delivery. The seller provides the storage of materials on cost and risk of the buyer. At the request of the buyer, the equipment is insured by the seller, but at expense of the buyer.

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## **9. Payment**

- 9.1 Payments shall be done in euros or in the currency stipulated in the contract, net and without discount.
- 9.2 The prices are based on the daily prices of raw materials, salaries and social security. Unless otherwise agreed in the contract, prices will be revised on the base of a clause that is attached to these general conditions.
- 9.3 Unless otherwise agreed, invoices must be paid upon receipt. These invoice bear interest at maturity, automatically and without notice, with a rate of 18% per year. This condition shall not affect the collectability of payment terms when they become due.
- 9.4 All present or future taxes of any kind shall be borne by the buyer.

## **10. Financial guarantees**

If after the conclusion of the contract, and until full payment of the price, it appears that the credit of the buyer is at stake or if the credit deteriorates, especially in the following circumstances: the request to extend the protest period, request for amicable arrangement or composition, seizure of all property of the buyer or part of it, initiated by a creditor, delayed payment of social contributions, etc., seller reserves the right, even after the partial settlement of a sale, to require guarantees from the buyer that seller considers appropriate for the proper implementation of commitments. The refusal to comply with the contract gives seller the right to cancel the whole contract or part of it, without any notice being required.

## **11. Waiver**

If the invoice is not paid by the due date or if Article 10 is applied, the contract shall be dissolved after the seller simply notifies the buyer by registered letter, without the necessity of a prior notice. The seller has the right to take back the goods without the intervention of court. In addition and pursuant to compensation, he is due an amount equal to 15% of the price with a minimum of 15,000 euro's.

## **12. Warranty and Liability**

- 12.1 The seller is obliged, by replacement or repairing the product, to recover every obviously showing latent defect that has affected the sold products and that are not the result of force majeure or an erroneous operation of the buyer or third parties. These provisions apply to defects that are announced to the seller in the year following the commissioning. Commissioning is deemed to take place within 30 days after providing the product in the factory of the seller if the delivery takes place in the Netherlands and within 45 days if the delivery takes place abroad. The seller becomes the owner of the replaced parts. These items must be returned at the expense of the buyer.
- 12.2 Unless expressly agreed, the seller accepts no obligation to guarantee other than the obligation stated in Section 12.1 the seller is not obliged to pay compensation for damage caused to goods used for professional purposes or for losses related to professional activities of the buyer or persons that he is responsible for under the Dutch law.

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- 12.3 In addition, the seller shall not be required to pay compensation in respect of non-contractual liability.
- 12.4 With regard to bodily injury and damage caused to goods that are used privately, the seller is not obliged to pay compensation, if:
  - There is no evidence that the defect existed at the time the product was put into circulation.
  - The seller, given the state of science and technology, could not know that a defect existed.
  - The defect is due to the design of the circumstances in which the sold product is incorporated or if the defect is due to the instructions of the buyer.
  - The damage caused by a fault of the buyer, the injured person or anyone for whom the injured person or the buyer is responsible (e.g. incorrect operation, conversions carried out by the buyer or third parties, etc.).
  - The defect is due to the conformity of the product with the mandatory obligations from the government.
  - The damage is due to lack of maintenance or maintenance that is contrary to the maintenance manual or maintenance instructions provided by the seller or manufacturer.
  - The damage is the result of an intervention by a third party whom is not approved by the seller or manufacturer.
- 12.5 The buyer protects the seller against all claims or demands by third parties that could be set up against him as a result of the damage listed in the preceding paragraph. If it concerns a product that is manufactured according to plans drawn up by the buyer, the liability of the seller (manufacturer) is limited to the performance of the products according to the strict instructions of this plan.
- 12.6 The liability of the seller is limited to the extent such fees are covered by its liability- insurance, or up to the invoiced value.

### **13. Grounds for exclusion**

- 13.1 The following are considered grounds for exclusion if it occurs after the conclusion of the contract and its implementation hampers: labor disputes and other circumstances such as fire, mobilization, requisition, embargo, ban on currency transfer, riots, lack of transportation assets, general lack of supplies, reducing energy consumption if these circumstances are beyond the control of the parties.
- 13.2 The party alleging the conditions proposed above should inform the other party promptly by writing about the fact that they occur and that they have stopped.
- 13.3 If any of these grounds occurs, both the seller and the buyer are free of liability.

### **14. Applicable law**

The contract is controlled by Dutch law, unless the parties have determined otherwise.

### **15. Competent courts**

In case of dispute, only the court of Roermond jurisdiction is applicable.

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