

- art. 1. To agreements concluded with our company, only our conditions of purchase are applicable. Deviation from these conditions is only possible after our written approval.
- art. 2.a. We are only bound to our order if it has been placed by means of our usual order form, and if supplier, as proof of his acceptance, has returned the accompanying confirmation of order to us with 10 days of order date, duly signed and dated.  
 b. By accepting our order, supplier declares to renounce his own selling conditions.  
 c. Buyer must give and confirm all information concerning our order in writing, specifying order numbers and references as stated by us.  
 d. Section a. does not apply if the delivery is carried out without written confirmation, within 48 hours from order date.
- art. 3.a. Delivery is to be freight paid without charges, to the address specified in our order.  
 b. The outside packing material of goods is to be marked with the order number stated by us.  
 c. Packing lists, clearly stating our order number, are to be included in each delivery.  
 d. In case of goods being dispatched to an address other than our Veenendaal address, a copy of the packing list is to be enclosed with the invoice.  
 e. Goods can only be received on workdays from 8.00 to 12.00 a.m. and from 1.00 to 4.00 p.m..  
 f. Marks and order numbers stated by us from an integral part of the order. Any expenses resulting from incorrect addressing, marking, or delivery, will be charged to supplier.
- art. 4. We shall accept as weight and/or number of the goods delivered only the weight and/or number as established by us upon arrival. Supplier has the right to be present at the moment of counting and/or weighing.  
 b. As far as quantity, specifications and quality are concerned, deliveries are to be in conformity with the order, signed as correct by supplier.  
 c. Delivered products are to be sound materials and proper construction, equal to the specification provided by us, or in accordance with samples and/or specifications as made available to us by supplier with their offer.  
 d. Supplier guarantees the goods delivered by him for a period of 12 months, starting from the moment the object to which the delivery pertained becomes operative.  
 e. Faulty goods, or goods of defective material will be replaced, freight paid, or repaired, free of charge, by supplier, whether the fault is established by us, or by the buyers of our products.
- art. 5.a. Before shipment, seller shall carefully test the goods and ascertain whether they are in accordance with our order. We are entitled to being present at any tests, while a certified copy of the testing report is to be produced at our request.  
 b. The investigation and/or testing of materials in the presence of a person appointed by us to that end, does not imply our approval or acceptance of the consignment.  
 c. Investigations and test are conducted at supplier's expenses. The presence of persons appointed by us is at our expenses.  
 d. If supplier, or the person appointed by us, ascertains that the goods do not meet the requirements stated in the order, supplier is to inform us in writing; apart from that he shall do everything possible so as to meet with our mutual agreements. Any pertaining costs are at the expense of supplier.
- art. 6. If for whatever reason it is not possible to deliver the goods ordered by us at the agreed time, supplier shall either keep the goods in his own storage facilities, or store and secure them in such a way that the goods do not deteriorate. If delay in delivery takes place at our request, the cost of warehousing will be subject to negotiation.
- art. 7.a. Goods remain at seller's risk until they are delivered at the address stated by us. Goods that cannot be consigned by virtue of article 6, lie at our risk from a time to be determined later by supplier and us. However, transportation remains at supplier's risk.  
 b. The insurance premium for transportation cannot be uncharged to us.
- art. 8. The date of delivery is agreed by mutual consent and is stated in the order. The period of delivery starts the moment we make available to supplier any drawings, parts, stamps, moulds and other material, necessary for the proper execution of the order. If the time of delivery is exceeded, we have the right, without legal intervention, to cancel the order, or the remaining part of it, without our being liable for proof of default.
- art. 9.a. If, upon receipt, the goods prove to have been delivered not in accordance with the specifications in our order, we have the right to return the goods to the address stated by supplier and on his expenses, stating our reasons for doing so in writing. Ownership of and risks pertaining to the goods are at once returned to supplier.  
 b. In so far as unfit goods are kept by us, supplier will indemnify us for any expenses incurred by us in order to bring the goods into line with the order. The amount of the indemnification will be settled by mutual consent. However, said indemnification can never exceed the amount of the purchase price.
- art. 10. a. The price on which we agreed with supplier shall be paid within the term determined in the order, or, in case of postponed delivery at our request, with the same term, as if delivery had taken place.  
 Packing is considered to be included in the price of the goods delivered, unless arranged otherwise in the order.  
 If a separate fee for packing has been agreed upon, we reserve the right to return usable packing and deduct the amount charged for it from our payment.
- art. 11. a. All models, stamps, moulds and other appliances, made available by us to supplier, or bought or made by supplier for our account, so as to enable him to properly execute our order, are and remain our property.  
 Supplier will keep these appliances in a proper state and keep them insured against all risks.  
 After full delivery of the order, they are to be returned to us, unless agreed otherwise in writing with supplier. If supplier fails to do so, payment will be deferred until he returns the above appliances, or substitutes them at his expenses, or returns them to their proper, usable state, whichever may be less costly and by mutual arrangement.  
 b. Supplier shall not utilize the appliances mentioned in section 11a. and made available by us for any other purpose, than agreed between him and us, unless other written arrangements are made by supplier and ourselves.
- art. 12. Supplier guarantees that the design, construction and quality of the goods specified in our order comply in every respect with any legal requirements and regulations as prescribed by the government or any other authority, and effective at the time of delivery. We fully safeguard supplier against any costs, damages and expenses resulting from any violation of patents and/or licenses applied in the manufacturing of designs, moulds and other appliances made available by us to supplier and required for the execution of our order.
- art. 13. With respect to all agreements with suppliers, we declare to elect domicile at our office in Veenendaal.