

General terms and conditions

GENERAL TERMS AND CONDITIONS FOR DELIVERY OF:

Super Prof B.V. - with its registered office and principal place of business at De Geerden 16, 5334 LE Velddriel hereinafter referred to as user

Article 1. Definitions

In these general terms and conditions, the following terms are defined as stated below:

- user: the user of the general terms and conditions;
- non-consumers: a client who acts in the course of a business or profession;
- buyer: a non-consumer.

Article 2. Applicability of these conditions

1. These general terms and conditions apply to each offer and agreement between the user and a buyer with regard to which the user has declared these terms and conditions to be applicable, insofar as these terms and conditions have not been explicitly deviated from by the parties in writing.
2. These general terms and conditions also apply to all agreements with the user with regard to the execution of which a third party must be involved.

Article 3. Offers

1. The offers made by the user are non-obligatory and lapse 30 days after the offer has been made.
2. In derogation from the provisions of Section 6:225, subsection 2 of the Dutch Civil Code, the user is not bound by deviations from the user's offer, which deviations occur in the acceptance by the potential buyer.
3. Delivery dates and other terms for services to be provided by the user stated in offers from the user are approximate and serve as an indication only; exceeding these dates does not entitle the potential buyer to compensation or dissolution.
4. Prices quoted by the user are exclusive of VAT and other government levies unless stated otherwise.
5. A compound quotation does not oblige the user to deliver some of the goods included in the offer at a proportional part of the quoted price, nor does the user's offer automatically apply to subsequent orders.
6. The user is bound by its offer only if the potential buyer has confirmed its acceptance thereof in writing within 30 days. The prices stated in the quotation are exclusive of VAT, unless stated otherwise. (See also the article-by-article explanation under 1)

Article 4. Delivery

1. Unless the order size is lower than €230 excluding VAT, delivery is made free domicile. If the order size is lower than €230 excluding VAT, a surcharge of €9.00 will be charged for shipping and handling costs. If delivery is made on the basis of one of the Incoterms, the Incoterms prevailing at the time when the agreement is concluded will apply.
2. The buyer is obliged to take delivery of the purchased goods at the moment they are delivered at the buyer's address, or at the moment they are made available to the buyer in accordance with the agreement.
3. If the buyer refuses to take delivery or fails to provide information or instructions required for the delivery, the goods will be stored at the buyer's risk. In that case, the buyer will be liable for all additional expenses, including in any case the costs of storage.

Article 5. Delivery time

1. The delivery dates given by the user are approximate only and will never constitute a final deadline.
2. In the event of a late delivery, the buyer must declare the user in default in writing and allow the user a reasonable term to fulfil his obligations.
3. The delivery date given by the user comes into effect only when all required information has been received.

Article 6. Partial deliveries

The user is entitled to deliver the sold goods in stages. This does not apply if the partial delivery has no independent value. If the goods are delivered in stages, the user will be entitled to invoice each stage separately.

Article 7. Technical requirements, etc.

1. If the goods to be delivered in the Netherlands are to be used outside the Netherlands, the user does not bear responsibility for the goods complying with the technical requirements, standards and/or regulations set by laws or stipulations in the country where the goods are to be used. This does not apply when the use outside the Netherlands is announced upon conclusion of the agreement and all information and specifications required have been submitted.
2. All other technical requirements laid down by the buyer with regard to the goods to be delivered and which are different from the normal requirements, will be stated expressly by the buyer upon the conclusion of the purchase agreement.

Article 8. Samples, models and specimens

In the event that the user has shown or provided a model, sample or specimen, it will be considered shown or provided only by way of indication; the qualities of the goods to be delivered may differ from the sample, model or specimen, unless it has been explicitly stated that the goods delivered will be in compliance with the sample, model or specimen shown or provided.

Article 9. Dissolution of the agreement

1. An agreement between the user and a buyer can be dissolved with immediate effect in the following situations:
 - if after concluding the agreement, the user learns of circumstances that give the user a good reason to believe that the buyer will not fulfil his obligations;
 - if on conclusion of the agreement, the user has asked the buyer for security with regard to fulfilment and this security is not forthcoming or insufficient, despite a demand to that end;
 - In the event of the aforementioned cases, the user is entitled to suspend further execution of the agreement or to dissolve the agreement, all this without prejudice to the user's right to claim compensation.
2. If circumstances occur with regard to persons and/or equipment that the user uses or tends to use for the execution of the agreement, which circumstances are of such a nature that the execution of the agreement becomes impossible or inconvenient and/or disproportionately expensive to such an extent that fulfilment of the agreement can no longer reasonably be required, the user will be authorised to dissolve the agreement.

Article 10. Warranty

1. The user guarantees that the goods he delivers will be free from design, material and production faults for a period of one month after delivery.
2. If any design, material or production faults are found in any object, the buyer will be entitled to have the object repaired. The user may decide to replace the object if repairs are problematic. The buyer will only be entitled to a replacement if it is impossible to repair the relevant goods.
3. The warranty is rendered invalid if the damage is caused by incorrect handling or by non-compliance with the instructions.
4. Incorrect handling includes, among other things, the use of tools other than for their intended purposes.
5. In the event that the warranty applies to a product manufactured by a third party, the warranty is limited to the guarantee issued by the manufacturer of the product in question.

Article 11. Retention of title

1. The goods delivered by the user remain the user's property until all following obligations under all purchase agreements entered into with the user have been fulfilled by the buyer.
2. Goods delivered by the user, which pursuant to paragraph 1 are subject to retention of title, may only be resold in the context of normal business activities and may never be used as means of payment.
3. The buyer is not entitled to pledge or otherwise encumber any goods subject to retention of title.
4. The buyer hereby gives his unconditional and irrevocable permission to the user, or a third party to be appointed by the user, to access all locations where the property of the user can be found and to retrieve those goods whenever the user wishes to exercise his right of ownership.
5. If a third party seizes supplied goods subject to retention of title or if it wishes to establish a right or lay claim to that, the buyer is obliged to notify the user of that as soon as reasonably can be expected.
6. The buyer is obliged to sufficiently insure the delivered goods subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as theft and to submit the insurance policy for inspection on first demand.

Article 12. Faults; complaint periods

1. The buyer has to inspect the purchased good within 48 hours of delivery. When doing so, the buyer must verify if the delivered goods comply with the agreement, i.e.:
 - if the correct goods have been delivered;
 - whether the goods delivered comply with the agreement as regards their quantity (e.g. numbers and volumes);
 - if the goods delivered meet the agreed quality requirements, or in the absence thereof, the requirements which may be attached to normal use and/or commercial purposes.
2. If any visible faults or shortcomings are found, the buyer will notify the user thereof in writing within 48 days of delivery.
3. The buyer must report hidden faults to the user in writing within three working days of discovery, yet no later than three months after delivery.
4. Even if the buyer submits complaints within the specified periods, he will still be obliged to take delivery of and pay for the goods ordered.
5. Goods may be returned to the user only after his prior permission in writing.

Article 13. Price/Price increase

1. Unless explicitly stated otherwise, our prices:
 - are in Euros
 - are exclusive of VAT
 - are based on minimum quantities used by the user exclusive of transport costs
2. In the event that the user and the buyer agree on a certain price, the user is nevertheless entitled to increase the price if the user can demonstrate that, between the offer and delivery, significant price changes have occurred with regard to raw materials, currencies and/or wages or other unforeseen circumstances.

Article 14. Payment

1. Payment must be made within 30 days of the invoice date, in a manner to be stipulated by the user and in the currency given on the invoice.
2. Thirty days after the invoice date, the buyer is in default by operation of law; from the moment he is in default, the buyer will owe interest of 1% per month on the amount payable, unless the statutory interest rate is higher, in which case the statutory interest rate applies.
3. In the event of the buyer's liquidation, bankruptcy or moratorium, the claims from the user and the buyer's obligations will become immediately due and payable.
4. Payment will be made without discount or set-off.
5. Any payments made by the buyer will first be applied to settle all interest and costs payable and secondly to settle outstanding invoices that have been payable longest, even though the buyer has stated that the payment relates to a later invoice.

Article 15. Collection costs

1. In the event that the buyer is in default or fails to fulfil one or several of his obligations, all judicial and extrajudicial costs incurred to collect payment will be at the buyer's expense. The user will set them at 15% of the principal sum.
2. If the user proves that he incurred higher costs, which were reasonably necessary, these costs will also be eligible for reimbursement. (See also the article-by-article explanation under 9)

Article 16. Liability

The user will only be liable vis-a-vis the buyer in the following manner:

1. Only the liability as provided for in Article 10 (Warranty) of these terms and conditions will apply to damage or loss as a result of faults in delivered goods.
2. The user is only liable for damage or loss caused by the intent or gross negligence of the user or his subordinates. 3. The user's liability will be limited to the amount of the payment to be made by the insurance company of the user when appropriate.
3. In the event that no cover is provided or no payment is made under the insurance, and the user is liable, the liability of the user will be limited to twice the invoice value of the transaction, or at least to that part of the transaction which the liability relates to. (See also the article-by-article explanation under 10)

Article 17. Force majeure

1. In these general conditions, force majeure, in addition to the explanations in existing law and case law, is understood to mean all external causes, whether or not anticipated, beyond the control of the user, as a result of which the user is unable to fulfil his obligations, including industrial action at the user's business.
2. During force majeure, the user's obligations to deliver and otherwise will be postponed. If the period during which the user is unable to fulfil his obligations due to force majeure continues for more than two months, both parties will be entitled to dissolve the agreement without any obligation to pay compensation.
3. If the user has already fulfilled some of his obligations when the situation of force majeure commenced or will only be able to fulfil some of his obligations, he will be entitled to separately invoice the parts delivered and/or deliverable and the buyer will be obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the goods delivered and/or deliverable do not have an independent value.

Article 18. Settlement of disputes

The court in the place of business of the user has exclusive jurisdiction to hear all disputes, unless the sub-district court has jurisdiction. The user nevertheless has the right to summon the other party to appear in the court which, according to the law, has jurisdiction. (See also the article-by-article explanation under 11)

Article 19. Applicable law

All agreements between the user and the buyer are governed by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention is explicitly excluded.

Article 20. Changes to and location of the terms and conditions

These terms and conditions have been filed with the Chamber of Commerce in Tiel.

The most recently filed version or the version that applied when the transaction in question was concluded will apply.