

GENERAL CONDITIONS OF SALE

1. Unless otherwise stated in these conditions or in the overleaf contract, the international Rules for the interpretation of Trade Terms of the International Chamber of Commerce (Incoterms 2010) shall apply to the trade terms used.
2. These conditions will be valid, even if and when seller does not refer to these conditions in his offers or contracts. Deviations are only valid if expressly accepted by both parties in writing. Purchase conditions of buyer are only valid if expressly accepted by seller in writing.
3. Seller has the right to cancel or suspend any future deliveries in case buyer does not honour the documents, effect payment within the time specified in the contract respectively the same applies if at a later stage unfavourable credit information about buyer comes to seller's knowledge.
Such cancellation or suspension will not influence seller's right to issue claims for indemnification nor the obligations of the buyer to accept and pay the outstanding quantities contracted for.
In case of non-payment at the date agreed upon, interest (at the rate then prevailing) till the actual date of payment plus extrajudicial costs will be for buyer's account.
4. Goods are at the risk of buyer from the moment of dispatch, subject otherwise agreed.
Goods will remain the property of the seller until full payment has been received.
5. Buyer has to accept delivery of the goods whether they are found in sound or damaged condition.
6.
 - a. Quality claims can only be accepted if made known to the seller within 15 days after arrival. Seller is to be notified of any defect based on documentary proofs, official test reports respectively immediately and before use of buyer.
 - b. In case of claims, this contract cannot be affected for any quantity still to be delivered, each shipment or delivery to be dealt with separately.
 - c. Claims are limited to the value of the delivered goods.
 - d. Sellers are never responsible for any damage whatsoever caused by defects of the goods and packing to any object or anybody.
 - e. Buyers have to safeguard against sellers for all claims by a third party to sellers. As a third party is also to be understood insurance companies who exercise a right of recourse.
 - f. In case goods will be sold to third parties and/or worked up than automatically any claims will be renounced.
7. If the currency of account is not the EURO, fluctuations in the rate of exchange between the EURO and the currency of the contract, exceeding 3%, during the validity of the contract, shall give seller the right to adjust the prices to the new parity. Any increase in ocean freight will be for buyers account.
8. Seller will not be responsible for failure to ship the goods hereby sold (or any part of them) nor for any delay in their transport or shipment, if the failure or delay is caused by force-majeure (overmacht) as understood by Netherlands's law.
9. Without insulting the generality of the foregoing (8) the notion of force-majeure includes:
 - a. non delivery of raw materials etc by suppliers of the seller, war, threat of war, mobilisation, civil commotions, lock outs, rebellious revolution, strikes, boycott and any measure or step taken by any Government or any group of persons purporting to act as a Government.
 - b. fire, floods, earthquakes
 - c. all governmental restrictions
10. In the event of force-majeure of any nature whatsoever, the contract will be suspended, if the suspension lasts for more than 3 months the contract is automatically cancelled, neither party being entitled to base a claim for compensation or otherwise on this cancellation.
11. All contracts between seller and buyer are governed by Netherlands's law, The Court (Arrondissementsrechtbank) of The Hague will be competent judge, notwithstanding seller's right to summon buyer before the competent judge of buyer's domicile.
12. The goods will be invoiced at prices valid on the date of invoicing, if prices change between date of order acceptance and invoice date, the new prices will come into force for those quantities, not yet supplied/shipped in case of price increase buyer has the right to cancel the balance. In this case buyer must inform seller that he does not want to have balance supplied/shipped, within 2 weeks by email, after information about the increase in price by seller.
13. All banking costs, outside the Netherlands, including bill stamps, are for buyer's account.
14. If qualitative deviations of our products could eventually cause serious consequences in your end product, we advise you to test the material yourself before using it.
Not on any account we can accept claims on your end product.

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