

GENERAL TERMS OF SALES AND DELIVERY

Of the limited liability company AIB-Vinçotte Nederland B.V., the registered office of which is in Breda registered with the Clerk of the Breda District Court on 08.10.2002 under no.: 69/2002

1. General
 - 1.1 If these General Terms of Delivery form part of any offers, and contracts involving deliveries and/or services provided by us, all the conditions of these terms will apply to the parties involved, unless otherwise explicitly stated in writing by both parties. The company will not accept any reference by the client to his own terms of purchase or any other terms.
2. Offers
 - 2.1 Any offer made by us is free of obligation.
 - 2.2 Unless otherwise stated explicitly, each offer is based on execution of the contract under normal circumstances and during normal working hours.
3. Contract
 - 3.1 A contract with a client becomes valid when the client confirms our offer in writing.
 - 3.2 Verbal promises by and agreements with subordinate staff are not binding on us, unless and insofar as these have been confirmed by them in writing.
 - 3.3 Increased work is understood to mean all the work provided by us in consultation with the client, either recorded or not recorded in writing, during the execution of the agreement in addition to the work described explicitly in the contract or order confirmation.
4. Price
 - 4.1 The prices quoted by us are exclusive of turnover tax and any other sale- and delivery-related government charges.
 - 4.2 If, after the date the contract is concluded, one or more of the cost price factors undergoes an increase – even if this is the result of foreseeable circumstances – we are entitled to increase the price agreed accordingly.
 - 4.3 Unless otherwise agreed, cost estimations and plans are not charged for separately.
5. Drawings/certificates/recommendations/films etc.
 - 5.1 Any drawings, reports, certificates and/or recommendations and films etc. produced by us on our behalf will remain our property until the client has fulfilled all his financial obligations towards us.
 - 5.2 Said drawings, reports etc. will not be passed on to third parties or copied or reproduced without our written permission.
6. Execution
 - 6.1 We will execute the work agreed partly on the basis of the (written) information provided in time by the client and at/within the time agreed. If this information appears to be incorrect and/or insufficient, any damage resulting from this – including consequential damage – will be payable by the client.
 - 6.2 The client will ensure that all the necessary safety measures and precautions have been taken and are maintained, and also that all the necessary measures have been taken and will be maintained in order that our work complies with the applicable government regulations.
 - 6.3 It is the client's responsibility to obtain access to and work permits for the building site as required by government bodies, local authorities or other organisations.
 - 6.4 Immediate and continuous access will be necessary in order to execute the work adequately. Any delay or waiting time outside our control will be charged for on the basis of our latest General Rates List.
 - 6.5 If and insofar as any accessories are not part of our standard equipment, the client will be charged for any expenses involved in this.
 - 6.6 Depending on the nature of our work, the client will ensure in any case and at his own expense that:
 - a) the connection to and supply and availability of water, electricity, light and scaffolding, as well as hoisting and transport facilities suitable for the execution of the work and in accordance with the legal regulations, are provided;
 - b) suitable accommodation and/or all the facilities required under government regulations, the contract and their use, are provided for our staff;
 - c) the access roads to the construction site are suitable for all the necessary transport;
 - d) the construction site allocated is suitable for storage and assembly;
 - e) the necessary lockable storage space for materials, tools etc. is made available;
 - f) a representative of the client is present or available for, among other things, the operation of the equipment to be checked;
 - g) the non-destructive surface (or object) to be examined is clean and accessible. If this is not fully the case, any expenses involved in any extra work (such as removing insulation, paint, oil, corrosion etc.) will be at the client's expense;
 - h) any means of communication (telephone, fax, etc.) necessary for the efficient execution of our work, will be made available free of charge.
 - 6.7 We will be entitled at all times to wholly or partly contract out the work commissioned.
7. Circumstances beyond our control
 - 7.1 Circumstances beyond our control are understood to mean any circumstance occurring independent of our will – even if this circumstance was foreseeable at the time when the contract was concluded – which prevents us from compliance with the contract, either temporarily or permanently, including any of the following circumstances: war, the threat of war, civil war, riots, a strike, a workers' lock-out, transport problems, fire, and any other serious disturbance within our company or that of our suppliers.
8. Suspension and dissolution
 - 8.1 In the event that we are prevented from executing the contract as a result of circumstances beyond our control, we will be entitled, without Court intervention, to dissolve the contract wholly or partly, without us being liable to pay any damages.
 - 8.2 In the event of suspension or dissolution as referred to in clause 1, we are entitled to demand immediate payment for the work executed.
 - 8.3 If the client fails to comply with any of his obligations, or fails to do so to our satisfaction or in time, as a result of the contract concluded with us or a contract relating to this, or if there are good reasons to assume that the client is unable to or will be unable to comply with his contractual obligations towards us, and in the event of bankruptcy, a moratorium, a work stoppage, liquidation or a partial transfer, whether or not this is done to secure the client's company, including the transfer of an important part of his financial claims, we will be entitled, without notice of default or Court intervention, to dissolve any of these contracts wholly or partly; this without him being liable to pay any damages or provide any guarantee, and without prejudice to any further rights he is entitled to.
 - 8.4 In the event of dissolution in accordance with clause 3, the price agreed will become immediately payable, with deduction of any instalments which have already been paid and the expenses saved by us as a result of the dissolution.
 - 8.5 The client is not entitled to demand the dissolution of the contract with retrospective effect.
9. Invoicing and payment
 - 9.1 Our invoices are submitted for payment within 30 days of the invoice date. Any complaints about the invoice should be submitted by the client in writing within 14 days of the invoice date. After this period the client's right to complain will expire.
 - 9.2 All payments should be made, without any deduction or set-off, to our office or into an account to be named by us.
 - 9.3 If the client fails to pay within the periods agreed, he will be held to be in default, and we will be entitled, without any notice of default, to charge interest from the due date at a percentage of 4 points above the promissory note discount rate of the Nederlandsche Bank, and to charge him for all the legal and non-legal expenses involved in the collection of the debt receivable.
 - 9.4 If our invoices are not settled on time, we are entitled to postpone the period of execution for the period of time during which the client fails (failed) to pay on time.
10. Liability
 - 10.1 The parties commit themselves to fulfil their obligations in accordance with these general terms and the clauses of the special contracts concluded.
 - 10.2 A delay in the execution of the orders, for whatever reason, does not entitle the client to demand damages and/or interest.
 - 10.3 We will not be liable for any injury to individuals or damage to installations or other goods, or any other damage which is the direct or indirect result of any (lack of) action by us (and/or our subordinates), individuals employed by us and/or materials/equipment used, unless the damage is the result of deliberate action or gross negligence on our part and the client can prove this. In the event of liability posing by our client for damage, caused by the execution of our work, this will be limited to a maximum amount of € 45.000,--.
 - 10.4 Any complaint should be presented to us within 6 months of the end of our interventions. It should be signed and sent to us by registered post, with acknowledgement of receipt, no later than within one month of establishing our fault. If, within 30 days of sending the registered letter, it is proved that we have failed in the execution of the order as stated in the contract, we will once again commit ourselves to fulfilling the obligations which we have failed to fulfil, within a period of time compatible with the nature of the relevant work. Failure to observe the set period will result in the loss of the right to complain about our fault.
11. Disputes
 - 11.1 Subject to the applicability of clause 2 of this article and without prejudice to the possibility of requesting a provisional settlement in summary proceedings from the President of the authorised District Court, any disputes arising from a contract to which these terms of delivery apply wholly or partly, or from any further contracts resulting from such a contract, will be settled by a court of arbitration, with the exclusion of the regular judge. This court of arbitration will be appointed in accordance with the statutes of the Stichting Raad van Arbitrage voor Metaalnijverheid en Handel (The Council of Arbitration for the Metal Industry Association), situated in The Hague, and will pronounce its judgement in accordance with the statutes of said Council.
 - 11.2 Insofar as, according to the rules of Netherlands Law of Civil Procedure, the disputes described in the previous clause fall within the absolute competence of the district judge, the authorised district judge alone will be able to settle the dispute.
 - 11.3 Within the scope of her statutory inspection and certification activities, AIB-Vinçotte Nederland B.V. employs the procedure of objection and appeal for governmental bodies, as referred in chapter 6 and 7 of the General Law on Governmental Rules.
12. Applicable law
 - 12.1 All the contracts to which these conditions apply wholly or partly are subject to Netherlands Law, applicable to the Kingdom in Europe.