



# **General Terms and Conditions**

**GENERAL TERMS AND CONDITIONS**  
of  
**BRAMMER NEDERLAND B.V., with its place of business in Haarlem**

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**Article 1**

- 1.1 These general terms and conditions form part of any future agreement entered into or any future services rendered by Brammer Nederland B.V.
- 1.2 The Dutch General Terms and Conditions of Brammer Nederland B.V. are leading.

**Article 2**

- 2.1 All offers are without obligation unless expressly stated otherwise by Brammer Nederland B.V.

**Article 3**

- 3.1 Agreements regarding the supply of goods and/or services will be concluded by written confirmation.
- 3.2 Agreements may only be altered in writing.
- 3.3 If in accepting an offer by Brammer Nederland B.V. the other party expressly excludes the applicability of these general terms and conditions, Brammer Nederland B.V.'s offer is considered to be not accepted and no agreement with Brammer Nederland B.V. will be concluded.
- 3.4 If the other party accepts the offer by Brammer Nederland B.V. without expressly contradicting the applicability of these conditions, the general terms and conditions of the other party shall never be applicable.
- 3.5 General terms and conditions of the other party shall only bind Brammer Nederland B.V. if Brammer Nederland B.V. has agreed with the other party's conditions in writing.

#### **Article 4**

- 4.1 Deviation from the data provided by Brammer Nederland B.V. regarding goods to be supplied is possible and will not lead to liability for damages by Brammer Nederland B.V..
- 4.2 In case of an order for products not included in the standard stock of the factory and therefore only manufactured on demand, Brammer Nederland B.V. has the right to supply 15% less or more of the ordered quantity; in case of an order for less than 10 pieces, Brammer Nederland B.V. has the right to supply 1 piece less or more than the ordered quantity. The other party is obligated to pay the extra quantity.

#### **Article 5**

- 5.1 Without further investigation Brammer Nederland B.V. assumes the data provided by the other party to be correct.

#### **Article 6**

- 6.1 The prices in the offer from Brammer Nederland B.V. are given excluding B.T.W.
- 6.2 In case of increase of exchange rates, taxes, import duties, (environmental) levies, freights and returnable deposits Brammer Nederland B.V. has the right to change the price, even after Brammer Nederland B.V.'s offer has been accepted.

#### **Article 7**

- 7.1 Unless expressly agreed upon otherwise, delivery will always take place "ex warehouse".
- 7.2 The goods travel at the expense and risk of the buyer.

- 7.3 Unless the other party expressly indicates otherwise, Brammer Nederland B.V. will choose the means of transport.

## **Article 8**

- 8.1 The delivery period agreed upon does not count as a deadline for Brammer Nederland B.V., unless expressly stated in the order confirmation.
- 8.2 The given delivery periods are to be considered as approximations only. In case the delivery period is exceeded the buyer is entitled to propose, by registered letter, a reasonable further period for delivery. Only afterwards Brammer Nederland may be held liable for exceeding the period without this leading to cancellation or non-payment, nor to the obligation for Brammer Nederland B.V. to compensate in any way.

## **Article 9**

- 9.1 Should Brammer Nederland B.V. not be able to supply on time as a result of a non attributable shortcoming, Brammer Nederland B.V. has the right to suspend or abandon the delivery.
- 9.2 Force majeure applies to circumstances beyond the fault and control of Brammer Nederland B.V. which are of such a nature that Brammer Nederland B.V. cannot reasonably be expected to fulfil the agreement.
- 9.3 In case of force majeure Brammer Nederland B.V. is willing to consult with the other party about actions which might be taken with a view to prevent or at least to limit the damage for Brammer Nederland B.V. as well as for the other party.

## **Article 10**

- 10.1 Brammer Nederland B.V. is not liable for mistakes made in the advice and/or drawings provided.

- 10.2 Unless otherwise agreed upon in writing, Brammer Nederland B.V. will remain the owner of any advice and/or drawings provided by her and therefore Brammer Nederland B.V. expressly reserves the reproduction rights, infringement of which right will make the client liable to forfeit an immediately payable penalty to Brammer Nederland B.V. of € 2.500 per infringement, irrespective of Brammer Nederland B.V.'s right to claim the actual damage.

#### **Article 11**

- 11.1 Unless otherwise agreed upon, all invoices must be paid within thirty days of the billing date without any claim on reduction, settlement or setoff.
- 11.2 In the event of failure to pay within said period, the other party will owe an interest over the amount of the failure according to a percentage, according to the legal trade interest.
- 11.3 All extrajudicial expenses attaching to the collection of an unpaid invoice shall be borne by the other party. These expenses will be calculated in accordance with the collection rates of the Netherlands Bar Association with a minimum of € 125 before BTW per invoice.
- 11.4 Should the other party fail to pay an exigible debt in due time, Brammer Nederland B.V. is entitled to suspend the further fulfilment of all agreements outstanding with the other party, or to dissolve them, if required, until payment has been made. For further delivery Brammer Nederland B.V. shall be allowed to demand cash payment.

#### **Article 12**

- 12.1 Subject to paragraph 2 of this article the ownership and risk of the goods will pass to the other party upon shipment.

- 12.2 As long as the other party has not paid the full amount of the purchase sum with the additional costs, if any, or furnished security for same, Brammer Nederland B.V. reserves the ownership of the good until the other party has fulfilled its obligations to Brammer Nederland B.V..
- 12.3 In the event of reasonable doubt regarding the other party's capacity to pay, Brammer Nederland B.V. is entitled to postpone the shipment of goods until the other party has provided collateral for the payment. The other party will then be liable for the damages to be suffered by Brammer Nederland B.V. as a result of this delayed delivery.

### **Article 13**

- 13.1 Brammer Nederland B.V. guarantees that the delivered goods shall not be faulty as a result of material or construction defects nor show any other serious defects.
- 13.2 If nonetheless defects should occur in the goods delivered by Brammer Nederland B.V., Brammer Nederland B.V. will either repair the delivered goods or replace the delivered goods by equivalent new goods, or pay damages up to a maximum of the invoice amount of the delivered goods, after return thereof in their original state.
- 13.3 Brammer Nederland B.V. is not held to compensate trading loss or any direct or indirect damages suffered by the other party, as a result of delayed, faulty or defective delivery or defects of or on the delivered goods, except in the event of intention or gross negligence by Brammer Nederland B.V..
- 13.4 If the other party believes that Brammer Nederland B.V. does not fulfil his guarantee obligations, this will not relieve the other party of complying with his obligation arising for him from this agreement or other agreements made with Brammer Nederland B.V. unless otherwise shown in writing.

- 13.5 Should it be confirmed, by virtue of legal provisions, that Brammer Nederland B.V. turns out to be liable after all, then this liability will at all times be limited to the insured or reasonably insurable part. Liability for the non insured or reasonably uninsurable part of the damage is excluded.
- 13.6 If regarding any damage for which Brammer Nederland B.V. is not liable by virtue of these delivery conditions and for which the other party is liable, Brammer Nederland should be held liable by a third party, the other party must fully indemnify Brammer Nederland B.V. hereof and compensate Brammer Nederland B.V. for everything Brammer Nederland B.V. would have to pay to the third party by virtue of a compromise agreement entered into with the consent of the other party or, as the case may be, an irrevocable judicial judgement given in the last instance or a decision comparable to such a judgement.

#### **Article 14**

- 14.1 If the other party does not, not adequately or not timely fulfil any obligation to which these terms and conditions apply, and in the event of bankruptcy, moratorium on payment, close down or winding-up, the other party is considered to be in default by operation of law and Brammer Nederland B.V. will be entitled, without notice of default, to suspend the execution of all agreements made with the other party or dissolve or have dissolved these agreements wholly or in part, at the discretion of Brammer Nederland B.V. without obligation for Brammer Nederland B.V. for indemnification or guarantee and without prejudice to the right of indemnification. In such cases each claim Brammer Nederland B.V. may have or acquire chargeable to the other party will be exigible forthwith and all at once.

#### **Article 15**

- 15.1 All agreements concluded under these terms and conditions are governed by Dutch law only.

**Article 16**

- 16.1 All disputes which may arise in connection with an agreement to which the present terms and conditions apply wholly or in part, or additional agreements which might ensue from these agreements, will be handled by the court in Haarlem, barring other mandatory legal provisions by law.