

article 1 General

1. These general terms and conditions are used by TEHO EUROPE BV (Chamber of Commerce: 56502079), hereinafter the "User") and are stipulated also on behalf of all its legal successors and employees.
2. These general terms and conditions apply to all offers, quotations and/or acceptance thereof by the User as well as all contracts entered into by the User in which the User undertakes to supply goods and/or services or carry out an assignment for its client (hereinafter referred to as the "Other Party").
3. If any provision of these general terms and conditions is null and void or voided, only the provision in question will no longer apply. All other provisions will remain fully in effect. In that case, the User and the Other Party will consult with each other to agree on new provisions to replace the void or voided provisions. In doing so, the purpose and meaning of the original provisions will be taken into account as far as possible.
4. If the User does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply (anymore), or that the User to any extent whatsoever loses the right to require strict compliance with the provisions of these terms and conditions in other cases.

article 2 Quotations and Offers

1. All quotations and offers of the User are without obligation, unless a term for acceptance is specified in the quotation. A quotation or offer is cancelled if the product to which the quotation or offer refers is no longer available.
2. The prices mentioned in a quotation or offer are exclusive of VAT and other government levies, any costs to be made in the context of the contract, including travel and subsistence expenses, dispatch costs and administrative expenses, unless the User indicates otherwise.
3. If the acceptance (whether on minor points or not) varies from what is offered in the quotation or offer, the User is not bound by it. In that case, the contract will not be formed in accordance with this varying acceptance, unless the User indicates otherwise.
4. A combined quotation does not oblige the User to carry out a part of the assignment against a corresponding part of the quotation. Offers or quotations do not automatically apply to future assignments and/or orders.
5. The User is authorised to reject any assignment and/or order given to it without giving reasons.

article 3 Delivery, performance and modification of the contract

1. If a term has been agreed or specified for the completion of certain work or the supply of certain goods and/or services, this will never be a strict deadline. If a term is exceeded, the Other Party must therefore first give the User written notice of default. The User must be given a reasonable period of time to perform the contract.
2. If the User needs information from the Other Party for the performance of the contract, the period of time for performance of the contract will not start until the Other Party has provided the User with the correct and complete information.
3. Deliver shall be ex works User, unless otherwise agreed. The Other Party is obliged to take possession of the goods at the time they are made available to it. If the Other Party refuses to take possession or fails to provide the information or instructions that are necessary for delivery, the User is entitled to store the goods at the expense and risk of the Other Party.
4. The User is entitled to have work carried out by third parties without the prior permission of the Other Party being required.
5. The User is entitled to execute the contract in different phases and to invoice each part separately.
6. If the contract is executed in phases, the User may suspend the execution of parts that belong to a next phase until the Other Party has approved the results of the preceding phase in writing.
7. If during the execution of the contract it becomes clear that a proper execution requires a modification or addition to the contract, the parties will consult with each other in time about a modification or addition to the contract.
8. If the nature, scope and/or contents of the contract, regardless the reason behind them or who suggested them, are modified and as a result the contract is modified in terms of quality or quantity, this could also have consequences for the agreements originally made. Thus, the originally agreed payment to the User can be increased or decreased, without needing the consent of the Other Party again. In that case, the User will submit the prices as much as possible in advance. Furthermore, by modifying the contract, the period of time for performance originally specified may also be modified without needing the consent of the Other Party again.
9. In the event of a modification to the contract, including any addition to it, the User has the right, however, not to implement it until the authorised person at the User agrees to it or the Other Party has explicitly consented to the modifications.
10. If the User does not (immediately) execute the modified contract, this does not constitute a breach of contract on the part of the User, nor is it a ground for the Other Party to terminate the contract.
11. Without going into default, the User may reject a request to modify the contract if this could have consequences, in terms of quality or quantity, for the work to be carried out, for instance, or the goods to be delivered under the contract.
12. If changes occur to the factors that are price-determining for the User such as the prices for raw materials, materials, wage taxes, duties, charges, freights applicable at the time of entering into the contract as well as all other cost-determining factors at home and abroad, even if this occurs as the result of circumstances that are foreseeable at the time of entering into the contract, the User is entitled to adjust the priced agreed on accordingly, without the Other Party being entitled to terminate the contract for that reason.

article 4 Suspension, termination and early termination of the contract

1. The User is entitled to suspend the performance of the obligations or terminate the contract other than in the situations referred to in the law, if the Other Party on entering into the contract was required to provide security for the fulfilment of its obligations under the contract and the security is not provided or is not sufficient.
2. If the User suspends performance or terminates the contract, it is not liable in any way to compensate the damage and costs that the Other Party might incur as a result of it.
3. In the event of the winding-up, (application for) the suspension of payments or bankruptcy, attachment against the Other Party, debt rescheduling or another circumstance due to which the Other Party can no longer freely dispose of its assets, the User is at liberty to terminate the contract forthwith and with immediate effect or to cancel the assignment or contract, without any obligation to pay any compensation or indemnification. In that case, the claims of the User against the Other Party will be immediately payable.
4. If the Other Party cancels an assignment wholly or in part, the goods already ordered or prepared, increased with the costs of supply, removal and delivery, if any, and the working hours reserved for the execution of the contract will be charged to the Other Party in full.

article 5 Force Majeure

1. In these general terms and conditions 'force majeure' means, in addition to the definition given to it in the law and case law, all external causes, whether foreseen or not, beyond the control of the User as a result of which the User is not capable of fulfilling its obligations. This includes strikes, excessive sickness absence, transport problems and computer failures in the company of the User or third parties. The User is also entitled to invoke force majeure if the circumstance that hinders (further) performance of the contract occurs after the User should have fulfilled its obligation.
2. During the period the situation of force majeure continues, the User may suspend its obligations under the contract. If this period lasts more than two months, each party is entitled to terminate the contract without any obligation to pay compensation for any damage or loss to the other party.
3. Insofar as the User has already partially fulfilled its obligations under the contract at the time the situation of force majeure begins or will be able to fulfil them, and if independent value can be attributed to the part fulfilled or to be fulfilled, the User is entitled to invoice the part already fulfilled or to be fulfilled separately. The Other Party is obliged to pay this invoice as if a separate contract existed.

article 6 Payment and collection costs

1. Payment must be made within 30 days after the invoice date, in a manner to be indicated by the User in the currency of the invoice, unless otherwise indicated in writing by the User. The User is entitled to send summary invoices.
2. If the Other Party defaults on timely payment of an invoice, the Other Party will be in default by operation of law. In that case, the Other Party must pay an interest of 1.5% per month, unless the statutory interest at that time is higher, in which case the statutory interest will have to be paid. The interest on the amount that is due and payable will be calculated as of the time the Other Party is in default until the time the entire amount due is paid.
3. The Other Party is never entitled to set off the amount that it owes the User.

4. Objections against the invoice amount do not suspend the obligation to pay.
5. As of the time the Other Party is in default, the Other Party also owes the User extrajudicial collection costs in the amount of 15% of the principal amount due, with a minimum of EUR 40.-. The Other Party has to pay interest on the extrajudicial collection costs due as well.

article 7 Retention of title

1. All goods delivered by the User in the context of the contract remain the property of the User until the Other Party has properly fulfilled all obligations under the contract(s) entered into with the User.
2. The goods delivered by the User that pursuant to paragraph 1 are subject to retention of title, cannot be resold and never be used as means of payment. The Other Party is not entitled to pledge or otherwise encumber the goods subject to retention of title.
3. In the event of the processing by the Other Party of goods delivered by the User, the User acquires the joint ownership rights to the newly created good(s) at the value of the goods originally delivered.
4. The Other Party must at all times do everything that can reasonably be expected from it to secure the ownership rights of the User.
5. If third parties attach the goods delivered under retention of title or want to create or enforce rights thereto, the Other Party is obliged to inform the User thereof without delay.
6. The Other Party undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to submit the policy of this insurance to the User should the latter so demand. The User is entitled to any payment made under the insurance. Insofar as necessary, the Other Party undertakes towards the User in advance to render its assistance to everything that might (prove to) be necessary or desirable in that context.
7. If the User wants to exercise its ownership rights specified in this article, the Other Party gives it unconditional and irrevocable consent to the User and third parties to be designated by the User in advance to access all those places where the properties of the User are located and to repossess these goods.

article 8 Warranties, inspection and complaints

1. Unless explicitly agreed otherwise, the User does not provide any warranty for the good(s) made by the User.
2. For (a) good(s) made by third parties but supplied by the User, the warranty is limited to the warranty that this third party provides to the User.
3. The Other Party is obliged to inspect the good(s) and/or service(s) delivered or have it (them) inspected immediately on being made available to it or on completion of the works in question. In this inspection, the Other Party also has to assess whether the quality and/or quantity of the good(s) and/or services delivered comply with what was agreed and fulfils the requirements that the parties agreed on with regard thereto. Any visual defects must be notified to the User in writing no later than seven (7) days after delivery. Any non-visible defects must be notified to the User in writing without delay, however in any case no later than seven (7) days after they are discovered. The notification must include a description of the defect that is as clear as possible, so that the User will be able to respond properly. The Other Party must provide the User an opportunity to (cause to) investigate a complaint.
4. Even when the Other Party submits a complaint in time, this does not suspend its obligation to pay. In that case, the Other Party also will be obliged to the purchases and payments as otherwise agreed.
5. If a defect is notified later than within the term mentioned in paragraph 3, the Other Party will no longer be entitled to repair, replacement or compensation.
6. If it is established that a complaint is unfounded, the costs incurred by the User as a result of the complaint, including the research costs, will be at the expense of the Other Party in their entirety.

article 9 Limitation period

1. Notwithstanding the statutory limitation periods, the limitation period for all claims and defences against the User and the third parties engaged by the User in the execution of a contract is one year.

article 10 Liability

1. Except in the case of an intentional act or gross negligence, to be proven by the Other Party, the User is never liable to pay any damages, whether they are direct or indirect.
2. If it turns out for any reason whatsoever that the User is liable, this liability will be limited to the provisions laid down in this article.
3. The User is not liable for any damage or loss of whatever nature, arising from the User relying on details provided by or on behalf of the Other Party that are incorrect and/or incomplete.
4. If the User is liable, it will only be liable for direct damage or loss and never for indirect damage or loss, including consequential damage or loss, loss of profit, lost savings and loss due to business interruption.
5. If the User is liable for any direct damage or loss, the liability of the User will not be more than the invoice amount of the contract in question, or at least the part of the contract to which the liability refers, or will be limited to the amount paid out by its insurer, if applicable.

article 11 Risk transfer

1. The risk of loss, damage or decline in value will transfer to the other party at the time the goods are brought under the control of the Other Party.

article 12 Indemnification

1. The Other Party indemnifies the User for any claims from third parties that suffer damage or loss in connection with the performance of the contract and the cause of which can be attributed to others than the User.
2. If a claim is submitted against the User by third parties, the Other Party is obliged to assist the User both in and out of court and to do everything forthwith that can be expected of it in that case. If the Other Party fails to take proper measures, the User is entitled to take them without giving notice of default. All costs and damage or loss suffered by the User and third parties as a result of that will be entirely at the expense and risk of the Other Party.

article 13 Intellectual property

1. The User reserves the rights and powers vested in it pursuant to the Dutch Copyright Act and other laws and regulations on intellectual property. The User is entitled to use the knowledge that it acquired by executing a contract for other purposes as well, insofar as no strictly confidential information of the Other Party is made known to third parties.

article 14 Applicable law and disputes

1. All legal relationships to which the User is a party are exclusively governed by Dutch law, even if an obligation is fulfilled abroad wholly or in part or if the Other Party has its registered office abroad.
2. The applicability of the Vienna Sales Convention is explicitly excluded.
3. The court in the place where the User has its place of business has exclusive jurisdiction to hear all disputes.
4. The Dutch text of the general terms and conditions will always be decisive for their interpretation.