

General terms and conditions of delivery.

On this page, you will find the general terms and conditions of sale and delivery of Certilas Nederland B.V. Filed on 19 October 2015 under number 09078023 with the Chamber of Commerce in Arnhem.

- 1 General**
 - 1.1 These Terms and Conditions apply to all offers, quotations and agreements of Certilas Nederland B.V. Deviations from the Terms and Conditions must be explicitly agreed in writing with an authorized representative.
 - 1.2 The applicability of any purchase or other terms and conditions of a client is hereby expressly rejected, unless otherwise agreed in writing.
 - 1.3 The client may not transfer the rights and obligations arising from an agreement to third parties in any way whatsoever without the written consent of Certilas Nederland B.V. Certilas Nederland B.V. will not withhold such consent on unreasonable grounds
- 2 Quotations and offers**
 - 2.1 All quotations and offers of Certilas Nederland B.V. are without obligation, irrespective of whether an acceptance period has been set.
 - 2.2 Certilas Nederland B.V. cannot be bound by its quotations/quotes or offers if it is apparent to the Customer and if the Customer can understand that the quotations or offers, or any part thereof, contain an obvious error or omission.
 - 2.3 The brochures, descriptions, specifications, drawings and indications of weight and dimensions supplied by Certilas Nederland B.V. are purely informative and no rights can be derived from them, unless expressly agreed otherwise.
 - 2.4 The prices stated in an offer or quotation are exclusive of VAT and exclusive of all other prices to be made within the framework of the agreement. Additional costs, including travel and accommodation costs, postage and administration costs, unless otherwise stated. Certilas Nederland B.V. is not bound by any order that deviates (whether or not on minor points) from the offer included in the quotation or offer. The agreement is then not concluded in accordance with this deviating acceptance, unless Certilas Nederland B.V. indicates otherwise.
- 2.6 A composite quotation does not oblige Certilas Nederland B.V. to carry out part of the assignment for a corresponding part of the quoted price.
 - 2.7 Certilas Nederland B.V. is entitled to change the agreed price if changes in market prices and/or price increases by suppliers or other developments, such as changes in raw material prices, material, wage and transport costs, exchange rates, import duties and taxes or other levies require this.
 - 2.8 Orders can at all times be refused by Certilas Nederland B.V..
- 3 Execution and amendment of agreement**
 - 3.1 An agreement with a client is concluded when a given order has been confirmed in writing by Certilas Nederland B.V., or if Certilas Nederland B.V. explicitly indicates in some other way that a given order has been accepted.
 - 3.2 The periods agreed or indicated for the completion of certain work or for the delivery of certain goods are only indicative and are not final periods.
 - 3.3 If Certilas Nederland B.V. requires information from the client for the execution of the agreement, the execution period will not commence until the client has provided Certilas Nederland B.V. with correct and complete information.
 - 3.4 Certilas Nederland B.V. is entitled to execute the agreement in different phases and to invoice the part thus executed separately.
 - 3.5 If the agreement is executed in phases, Certilas Nederland B.V. may suspend the execution of those parts belonging to a subsequent phase until the client has approved the results of the preceding phase in writing

- 3.6 Amendments or additions to the agreements must be explicitly agreed in writing. If the client requests an amendment and/or supplement to an agreement and the parties fail to reach agreement, the agreement shall remain in its original form.
- 3.7 If, during the execution of the agreement, it appears that it is necessary to amend or supplement it in order to ensure its proper execution, the parties will proceed to amend the agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the client, of the competent authorities, etc., is changed and the agreement is thereby changed qualitatively and/or quantitatively, this may also have consequences for what was originally agreed. As a result, the originally agreed amount can be increased or decreased. Certilas Nederland B.V. will do as much as possible in advance. By an amendment of the agreement, the originally specified period of implementation can also be changed. The client accepts the possibility of amendment of the agreement, including the change in price and period of execution.
- 3.8 Certilas Nederland B.V. has the right to use the to increase the agreed price, also if a fixed price has been agreed, pursuant to an obligation under the law or regulations or if the increase finds its cause in one or more price-determining factors, of whatever nature then so do I. Under price determinants for the purposes of these definitions, the following definitions shall apply, inter alia raw material prices, material, wage and transport costs, currency ratios, import duties, VAT and other levies. This to the extent that at the time of entering into the agreement does not reasonably were foreseeable, without the in that case, the client is entitled in order to terminate the agreement for that reason decompose.

4 Delivery and transport

- 4.1 The prices quoted by Certilas Nederland B.V. are in Euros excluding VAT and are based on delivery unpackaged or delivery in standard packaging "Ex Works" according to Incoterms (International Delivery Terms and Conditions) in force on the date of the offer, except as otherwise provided in these terms and conditions. Prices may be increased by the costs of special packaging, insurance, delivery (including transport) and delivery on site designated by the client.
- 4.2 For orders in the Netherlands above 750 euros and in Belgium above 1500 euros, no transport costs will be charged.
- 4.3 Stated delivery times are carefully estimated, but are only approximate. Exceeding them can never be a reason for the client to cancel the agreement. For the rest, exceeding the delivery times can in principle to the detriment of Certilas Nederland B.V. not be invoked.
- 4.4 Certilas Nederland B.V. undertakes towards the client to pack the goods properly and to secure them in such a way that they reach their destination in good condition during normal transport.
- 4.5 Unless otherwise agreed, non-standard packaging at the cost price will be charged separately and will not be taken back by Certilas Nederland B.V..
- 4.6 Each client is obliged to check the goods immediately upon delivery for apparent damage. Complaints on that ground must be made to Certilas Nederland B.V. within 24 hours, or in case of delivery to a foreign client, within 48 hours after delivery, failing which Certilas Nederland B.V. will no longer accept any liability for such damage. The aforementioned complaints must always be made in writing.
- 4.7 Client is obliged to accept the goods in question. If acceptance of the goods is refused, the goods will be stored at the expense of the client in question. For damage suffered by Certilas Nederland B.V. as a result of the refusal to take delivery, the client in question is fully liable.

- 4.8 The client is obliged to take delivery of the goods at the moment they are made available to him. If the client refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, Certilas Nederland B.V. is entitled to store the goods at the expense and risk of the client.
- 4.9 The goods are at the risk of the client from the moment of delivery, at least that moment at which the client was obliged to cooperate in this delivery.
- 4.10 Goods can only be returned with the explicit permission of Certilas Nederland B.V. No goods will be returned without prior consultation. Goods older than three months after delivery will not be taken back.
- 4.11 Goods that have been ordered at the client's special request cannot be returned.
- 4.12 By default, a 20% return fee will be charged, provided that material is in original undamaged packaging, in good condition and current for resale.
- 5 Suspension, dissolution and premature termination of the agreement**
- 5.1 Certilas Nederland B.V. is entitled to suspend the fulfilment of the obligations or to dissolve the agreement:
- if, after the conclusion of the agreement, circumstances come to the attention of Certilas Nederland B.V. which give good reason to fear that the client will not comply with the obligations under the agreement;
 - if at the time of the conclusion of the agreement the client was asked to provide security for the fulfilment of his obligations under the agreement and this security is lacking or insufficient;
 - if due to a delay on the part of the client Certilas Nederland B.V. can no longer be required to comply with the agreement at the originally agreed conditions; - in the event of liquidation, (applications for) suspension of payments or bankruptcy of the client, seizure at the expense of the client
 - if and insofar as the seizure has not been lifted within three months
 - , debt rescheduling or any other circumstance as a result of which the client can no longer freely dispose of his assets;
- if circumstances arise of such a nature that compliance with the agreement is impossible or if other circumstances arise of such a nature that the unaltered maintenance of the agreement cannot reasonably be required of Certilas Nederland B.V.
- 5.2 If the agreement is dissolved, the claims of Certilas Nederland B.V. against the client are immediately due and payable. If Certilas Nederland B.V. suspends fulfilment of the obligations, it retains its claims under the law and the agreement.
- 5.3 If Certilas Nederland B.V. suspends or dissolves its obligations, it is in no way liable for compensation of damages and costs arising in any way. If the dissolution is imputable to the client, Certilas Nederland B.V. is entitled to compensation for damages, including costs, directly and indirectly incurred as a result.
- 6 Force majeure**
- 6.1 For damage suffered by a client as a result of external causes, including war, threat of war, exceptional circumstances, civil war, riots, molestation, fire, water damage, flooding natural disasters, exclusion of import and / or export barriers, government measures, defects in machinery, disruptions in the supply of energy both at Certilas Nederland B. V. as well as its suppliers, strikes and all other causes beyond the fault or risk of Certilas Nederland B.V., as a result of which Certilas Nederland B.V. can not or not timely meet its obligations, Certilas Nederland B.V. is never liable.
- 6.2 Late delivery by a supplier is expressly regarded as an external cause and therefore as a non-attributable shortcoming.
- 7 Payment and collection costs**
- 7.1 Payment must be made within 30 days of the invoice date, in a manner to be indicated by Certilas Nederland B.V. in the currency in which the invoice was made. Deviation from this term can only be agreed in writing.
- 7.2 Certilas Nederland B.V. is, if there is reasonable cause to do so during the execution of the agreement, entitled to demand the provision of security by the client.

- 7.3 If the client defaults on the timely payment of an invoice, then the client is in default by operation of law. The client will then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate will be owed. The interest on the amount due and payable shall be calculated from the moment the client is in default until the moment of payment of the amount due in full.
- 7.4 The client is not entitled to set off or suspend the amount owed to Certilas Nederland B.V..
- 7.5 The client may object to the invoice within 8 days. Objections will only be dealt with in writing and within the period of time submitted. After expiry of the term and if the client has not objected, he is deemed not to have any objections.
- 7.6 Objections to the amount of an invoice do not suspend the payment obligation.
- 7.7 If the client is in default or default in the (timely) fulfilment of its obligations, all reasonable costs for obtaining payment both in and out of court shall be borne by the client. The extrajudicial costs amount to 15% of the claimed principal sum with a minimum of EUR 250. 8 Retention of title.
- 8 Retention of title**
- 8.1 All goods delivered by Certilas Nederland B.V. within the framework of the agreement remain the property of Certilas Nederland B.V. until the client has properly fulfilled all obligations under the agreement(s) entered into with Certilas Nederland B.V.
- 8.2 Goods delivered by Certilas Nederland B.V., which according to paragraph 1 are subject to retention of title, may only be resold in the normal course of the client's business and may never be used as a means of payment. The principal is not authorized to pledge or encumber in any other way the goods falling under the retention of title.
- 8.3 Client must always do everything that can reasonably be expected of him to secure the property rights of Certilas Nederland B.V..
- 8.4 If third parties seize goods delivered under retention of title or wish to establish or assert rights to them, the client is obliged to immediately inform Certilas Nederland B.V. thereof.
- 8.5 The client 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 make the policy of this insurance available for inspection by Certilas Nederland B.V. upon first request. Certilas Nederland B.V. is entitled to any compensation from the insurance. Insofar as necessary, the client undertakes in advance towards Certilas Nederland B.V. to render its cooperation to all that may be necessary or desirable in that context.
- 8.6 In the event that Certilas Nederland B.V. wishes to exercise its property rights indicated in this article, the client gives its unconditional and irrevocable consent in advance to Certilas Nederland B.V. and third parties to be appointed by Certilas Nederland B.V. to enter all those places where the property of Certilas Nederland B.V. is located and to take back the goods.
- 9 Guarantees, examination and complaints, limitation period**
- 9.1 Certilas Nederland B.V. guarantees that the goods to be delivered are free of material and manufacturing defects. If within 6 months after delivery defects in goods delivered by Certilas Nederland B.V. come to light, which defects concerning client can show that they are caused by a manufacturing or construction fault, Certilas Nederland B.V. will reimburse the cost of repair of these defects to the extent that the insurance covers them.
- 9.2 Certilas Nederland B.V. is in no way liable for defects which come to light after the above-mentioned period of 6 months. This guarantee is explicitly limited to goods and/or services provided by Certilas Nederland B.V..
- 9.3 The repaired and/or replaced goods shall be delivered Ex-Works by Certilas Nederland B.V. Replacement and/or repair shall not lead to an extension of the guarantee period referred to in paragraph 1. The costs related to import or export or other additional costs shall be borne by the client.

- 9.4 If a different guarantee scheme has been agreed between the parties, it shall explicitly apply instead of, and not in addition to, the guarantee referred to in paragraph 1.
- 9.5 Any guarantee of Certilas Nederland B.V. lapses as a result of adjustment, maintenance or repair of the goods by others than (designated by) Certilas Nederland B.V. as well as in case of misuse, inexpert use or incorrect storage of the goods, use contrary to the use and safety regulations of the goods or external circumstances.
- 9.6 The client is obliged to examine the delivered goods (or have them examined) immediately at the time that the goods are made available to him or the work in question has been carried out. In doing so, the Principal should examine whether the quality and/or quantity of the delivered goods is in accordance with what has been agreed and meets the requirements that the parties have agreed in this respect.
- 9.7 Visible defects must be reported in writing to Certilas Nederland B.V. within 8 working days after delivery. Non-visible defects must be reported in writing to Certilas Nederland B.V. immediately, but in any case no later than 8 working days after discovery. The report should contain as detailed a description of the defect as possible, so that Certilas Nederland B.V. is able to respond adequately. The client should give Certilas Nederland B.V. the opportunity to investigate a complaint (or have it investigated). 6 General Terms of Delivery Certilas Nederland B.V.
- 9.8 Exceeding the periods mentioned in the previous paragraph leads to forfeiture of rights of the client.
- 9.9 If it is established that a complaint is unfounded, the costs incurred on the part of Certilas Nederland B.V. as a result, including the costs of investigation, will be fully at the expense of the client.
- 9.10 Contrary to the statutory limitation periods, the limitation period for all claims and defences against Certilas Nederland B.V. and third parties involved by Certilas Nederland B.V. in the execution of an agreement is one year.
- 10 Liability**
- 10.1 Certilas Nederland B.V. is not liable for damages of any nature whatsoever arising from the fact that Certilas Nederland B.V. is based on incorrect and/or incomplete information provided by or on behalf of the client.
- 10.2 Any liability of Certilas Nederland B.V. for indirect damages is excluded, including consequential damages, lost profits, lost savings and damage due to business stagnation. The liability of Certilas Nederland B.V. is furthermore limited to the fulfilment of the guarantee included in article 9.
- 10.3 Certilas Nederland B.V. is never liable for damage caused as a result of defects in goods delivered by it to the client in question and can never go beyond what is covered by the insurance
- 10.4 Without prejudice to the provisions of the previous and following articles, Certilas Nederland B.V. cannot be blamed for negligence with regard to previously delivered welding consumables if the technology of welding and/or knowledge about the use of raw materials changes.
- 10.5 Certilas Nederland B.V. is never liable for medium and / or immediate damage resulting from its advice, regardless of the form in which such advice is given and whether or not it is paid.
- 11 Indemnification**
- 11.1 The client indemnifies Certilas Nederland B.V. against any claims from third parties, who suffer damage in connection with the implementation of the agreement and whose cause is attributable to others than Certilas Nederland B.V..
- 11.2 If Certilas Nederland B.V. should be sued by third parties for this reason, the client is obliged to assist Certilas Nederland B.V. both out of court and in court and to do without delay everything that can be expected of him in that case.
- 11.3 Should the client fail to take adequate measures, Certilas Nederland B.V. is entitled, without notice of default, to do so itself. All costs and damages on the part of Certilas Nederland B.V. and third parties arising as a result are integrally at the expense and risk of the client.

12 Intellectual property

- 12.1 All intellectual property rights vested in or related to the delivered goods, including adaptations, manuals and other related documents or items, remain at all times the property of Certilas Nederland B.V. or its licensors, even if costs have been charged.
- 12.2 Without written permission from Certilas Nederland B.V., these goods may not yet be copied, reproduced in whole or in part by client, made available to third parties or made available for inspection, or otherwise exploited.

13 Applicable law and disputes

- 13.1 The agreements to which these General Terms and Conditions of Sale and Delivery apply in whole or in part are subject to Dutch law. 7 General Terms of Delivery Certilas Nederland B.V.
- 13.2 The applicability of the Vienna Sales Convention is expressly excluded.
- 13.3 All disputes that may arise between the client and Certilas Nederland B.V. shall be exclusively settled by the competent court in the district of Arnhem.
- 13.4 The parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

14 Location and amendment of terms and conditions

- 14.1 These terms and conditions have been filed with the Chamber of Commerce Arnhem.
- 14.2 The most recently filed version or the version valid at the time of the establishment of the legal relationship with Certilas Nederland B.V.
- 14.3 The Dutch text of the general terms and conditions always determines the interpretation thereof.