

General terms and conditions of sale and delivery of Westparts B.V. in Wieringerwerf, The Netherlands

For the private owned company with limited responsibility WESTPARTS B.V., by law established in Hoom, with office space in 1771 SP Wieringerwerf, De Stek 7.

Article 1. Validity of these terms and conditions

These terms and conditions are valid for every offer and/or every agreement between Westparts B.V. hereinafter referred to as "Westparts", and customers who have been informed about the terms and conditions, as long as none of the parties have denied in writing the validity of the terms. If one or more articles are regarded as invalid, the remaining articles remain valid.

Article 2. Offers and agreements

1. All offers are without obligations, unless otherwise explicitly agreed upon in writing. Westparts has the right to withdraw any given offer within two working days after acceptance.
2. Agreements are valid only upon written confirmation from Westparts to the customer; this also concerns agreements made through an intermediary.

Article 3. Delivery

The customer is obligated to accept the products when these are delivered to him, or when the products are made available to him according to the agreement.

If the customer refuses to do so, or is late with passing on information or instructions essential for the delivery, the products will be stored at the customer's risk. The customer will in this case be responsible for all possible costs in this connection, and at least the storage costs.

Article 4. Delivery time

Any dates quoted for delivery are approximate only, unless otherwise has been agreed upon. If otherwise has been agreed upon, and Westparts do not deliver on time, the customer is obligated to hold Westparts liable in writing.

Article 5. Back orders / partial deliveries

Westparts has the right to deliver partially. This does not apply if the partial delivery has no independent value. If the products are delivered partially, Westparts has the right to invoice each delivery independently.

Article 6. Technical requirements etc.

If the products delivered in the Netherlands are to be used outside the Netherlands, Westparts is responsible for that the delivered products are in accordance with the technical requirements and/or standards that are demanded by laws or regulations in the country where the products are to be used, if the information regarding use in another country has been given upon finalizing the contract. All other technical requirements the customer has regarding the to-be-delivered products and which differ from the normal standards, must be explicitly informed upon the finalizing of the contract.

Article 7. Changes

Westparts has the right to deliver products that differs from the products described in the sales contract.

If Westparts uses this right, and delivers a product that substantially differs from the product agreed upon, the customer has the right to annul the contract. The customer has the right to do so within 14 days after delivery date, or when he should have noticed the substantial differences.

Article 8. Termination of the contract

1. Westparts' claims towards the customer are immediately effective in case of the following circumstances:
 - if after finalizing the agreement, Westparts receives information that gives Westparts reason to believe that the customer will not fulfil his obligations
 - if Westparts has asked the customer for security for the order when finalizing the contract, and security has not been given or is unsatisfactory.In case of the above mentioned circumstances, Westparts has the right to delay further execution of the agreement, as well as annul the agreement. This does not effect Westparts' rights for compensation.
2. In case of unexpected circumstances having influence on persons and/or materials used or planned used by Westparts when carrying out the agreement, and if the unexpected circumstances are of such kind that it makes the execution impossible or utterly difficult, and/or leads to such costs that the carrying out of the agreement can not be reasonably defended, Westparts has the right to annul the agreement.

Article 9. Warranties

1. Westparts is not responsible for production faults concerning the delivered goods.
2. Westparts delivers goods with normal factory warranties and the production units are thus responsible in all cases.

Article 10. Ownership

1. Products delivered by Westparts remains property of Westparts until the customer has fulfilled all responsibilities regarding all final contracts and agreements with Westparts:
 - any in return commitments with reference to delivered products or products to be delivered
 - potential claims due to the customer not having fulfilled his commitments according to the agreementProducts delivered by Westparts falling under 10.1, can only be re-sold within a framework of a normal company management. The customer does not hold any authority to pawn or to establish any rights on the products.
2. In case the customer does not live up to his responsibilities or there is a reasonable doubt regarding whether or not he will do so, Westparts has the right to remove or have removed products falling under article 10.1, from either the buyer or any third party holding the products in stock. The customer is legally bound to fully co-operate under penalty of a daily fine of 10% of the amount still to be paid
3. If a third party wants to establish any rights on the under the rights of ownership delivered goods, the buyer is legally bound to inform Westparts as soon as in fairness can be expected.
4. The customer is obliged to:
 - insure and to keep insured the under the rights of ownership delivered good against fire-, explosion-, and water damage and against theft and to hand over the insurance policy for inspection if requested to do so.
 - to pawn all claims from the customer to the insurer in connection to the under the rights of ownership delivered goods, to Westparts in the way that is prescribed in art. 3:239 BW.
 - to pawn the demands that the customer gets towards his buyers from reselling under the rights of ownership delivered goods by Westparts, to Westparts in the way that is prescribed in art. 3: 239 BW.
 - to mark all under the rights of ownership delivered goods as Westparts property.
 - to lend cooperation in other ways to all reasonable measures that Westparts will take safeguarding her rights of ownership in connection with the goods and which do not unreasonably harm the customer in the normal practise of his company.

Article 11. Complaints

1. The customer needs to (let) check the purchased goods up on delivery or as soon as possible after the delivery. The customer has to check if the delivered goods answers to the agreed upon, namely:
 - if the correct goods have been delivered
 - if the delivered goods answer to the agreed upon quantity
 - if the delivered goods meet the agreed upon quality requirements or
 - if these are lacking - if they do meet the demands one may have for normal use and/or commercial purpose
2. If visible faults or shortages are established the customer has to inform Westparts within 8 days after delivery.
3. Non visible faults have to be informed in writing within 8 days to Westparts, after the establishing of the faults, yet at the very latest within the given factory guarantee.
4. Also when the customer complains in time, his obligation to payment and the purchase of the ordered goods stays valid. Goods can only be returned to Westparts after the foregoing permission in writing.

Article 12. Price increase

If Westparts has a special price agreement with a customer, Westparts nevertheless has the right to raise her prices, and has the right to charge the prices according to her valid pricelist upon delivery. If the price increase is more than 10%, the customer has the right to annul / disband the agreement.

Article 13. Packaging

The customer is obliged to return the transport packaging empty and undamaged within 30 days. If the customer does not meet his obligations with regards to the packaging, all extra costs to follow, will be for his own account. Such costs may be: costs due to late return shipment, costs of replacement, repair or cleaning.

Article 14. Payment

1. Unless otherwise expressly stated payment for the goods is due no later than 30 days after invoice date:
 - by legal currency to Westparts by
 - by transferring the due amount to the informed account numbers in property of WestpartsIf full payment is not made by the due date, the buyer will automatically be in omission, and will be charged with an extra 1% interest per month, based on the amount he has to pay.
2. In case of liquidation, bankruptcy, delay of payment from the customer, the obligations will be immediate effective.
3. Payment should be made without discounts or settlement.
4. Payment made by customer will first serve to settle all unpaid interest and costs, and then to settle the oldest invoice due, even if the customer states that payment is meant for a later invoice.

Article 15. Collection costs

1. If the customer is inadequately or neglectful in carrying out his obligations, all reasonable extra costs for collecting the payment will be for the customer's account. The minimum costs will be:

-Up till € 2.950,-	15%
-From above amount and up till € 5.900,-	10%
-From above amount and up till € 14.750,-	8%
-From above amount and up till € 58.990,-	5%
-From above amount and up	3%
2. If Westparts can document higher costs made in connection with collecting the money, which were necessary and also reasonable, these costs will also be for the customer's account. All judicial and extrajudicial collection costs that Westparts makes, are all to be paid by customer. This is applicable only in case of a legal process

Article 16. Liability

Westparts is to the customer only liable:

1. For damage due to shortcomings in the delivered goods concerns only the liability as settled in article 9 of these General Terms and Conditions.
2. Westparts is liable if damage has been caused by intention or crude guilt of Westparts or her executive inferiors.
3. The liability of Westparts is limited to the amount stated by the insurance, as far as the liability is covered by the insurance.
4. If the insurance in any case does not cover or does not proceed with payment, the liability will be limited to the invoice amount or if no invoice is existing the value of the agreed upon achievement.

Article 17. Force Majeure

1. Under force majeure is to be understood:
 - Circumstances that will unable the fulfillment of the agreement, which are not ascribable to Westparts. Among these the following will be included (if and as far as these circumstances make the fulfillment impossible or unreasonably complicated): strikes in other companies than Westparts', wild strikes or political strikes; general shortage or lack of necessary raw materials and other goods or services that are necessary to reach the agreed upon performance; not foreseen stagnation in connection with suppliers or other third parties who Westparts is depending on and general problems in transport.
2. Westparts also has the right to refer to force majeure if circumstances that unable the fulfillment occur after Westparts should have met her obligations.
3. During the period of force majeure the deliveries and other obligations of Westparts will be postponed. If this period due to force majeure which in Westparts is not able to meet her obligations, lasts longer than 3 months, both parties are entitled to annul the agreement, without any obligations with regards to compensation.
4. If Westparts in the beginning of the period of force majeure already partially has fulfilled her obligations, or is able to fulfil her obligations only partially, Westparts has the right to invoice the partially delivered goods, or the goods that are to be partially delivered, and is the customer obligated to regard this invoice as a separate contract. This does not apply if the partial delivery has no independent value.

Article 18. Disputes

As a deviation from the statutory rules for the authorities of the civil court, all disputes between the customer and Westparts, as long as the court has the necessary authorities, will be settled by the Civil Court in Alkmaar. Nevertheless Westparts has the authority to summon the buyer to an according to the law or the applicable international treaty qualified court.

Article 19. Applicable law

All relationships between Westparts and the customer will be governed by Dutch law.

Article 20. Changes in the General terms and conditions

Westparts has the right to change the General terms and conditions. The changes will come into force on the announced time of commencement.

Westparts will send the renewed terms and conditions to the customers in time. If no time of commencement has been announced to the customer, the changes will come into force as soon as the customer has received the announcement.

Article 21. Translations

In case of conflict between a translation and the Dutch version of these terms and conditions, the Dutch text shall prevail.

The above terms and conditions have been deposited with the Chamber of Commerce at Alkmaar under number 36040554.1781