

Article 1: Definitions

Supplier: Extra Voorzetapparatuur BV, main office established Fricoweg 3a, 9005 PC Wergea.
Customer: Any (potential) opposing party to Supplier.

Article 2: Applicability

1. These conditions apply to the establishment of, content of, and adherence to any agreements entered into between Supplier and Customer concerning delivery of goods and/or performance of services.
2. These conditions apply exclusively in the sense that specific stipulations and general terms originating from Customer do not apply, except if, and insofar as, they have been explicitly accepted by Supplier in writing. Any deviant stipulation / condition only applies to the case in regard of which that deviance has been agreed upon.

Article 3: Tenders and offers

1. Tenders and offers issued by Supplier are free of engagement, unless explicitly specified otherwise by Supplier. Supplier is authorised to recall a tender or offer free of engagement within five working days after acceptance of that tender or offer by Customer. In that case, no agreement is entered into between parties. Any agreement is only entered into by signing of an agreement by Supplier, or by a written confirmation of order.
2. Unless explicitly stated otherwise, quotations and specifications in our tenders, photographic recordings, and our advertising materials are only estimative descriptions, and are absolutely free of obligations.

Article 4: Delivery

1. Supplier is entitled to make partial deliveries and is entitled to require payment for each partial delivery.
2. Customer is obliged to accept goods and services of which delivery by Supplier has been agreed, and to do so at the time and location agreed between parties as a consequence of the agreement concerned and/or these conditions.
3. Times indicated shall never be regarded fatal deadlines, unless explicitly agreed otherwise in writing.
4. On untimely delivery, Supplier is required to be declared defaulting by registered mail. In this, a reasonable term will be granted to Supplier, during which adherence may still occur.
5. The term of delivery or performance commences on establishment of the agreement, or, in case payment of an amount prior to or on commencement of implementation of the agreement has been agreed, at the moment full payment of this amount has been received. If Supplier is partially dependent on Customer cooperation for implementation, and Customer defaults in that cooperation for any reason whatsoever, the term of implementation is prolonged by as much time as Supplier reasonably needs to make up for the delay caused by failure to cooperate by Customer. The same applies if delays in performance arise as a result of requests for alteration, adjustment, or supplementation of that which has been agreed upon, by or because of Customer or any administration institute. In addition, any additional costs incurred by Supplier related to any delays as mentioned above are on Customer's account.
6. Unless explicitly agreed otherwise in writing, delivery of goods by Supplier to Customer occurs at the moment agreed upon to this end, at the warehouse of Supplier indicated by Supplier.

Article 5: Force majeure

1. In case of force majeure and any other circumstances of such nature that implementation of the agreement by Supplier is impossible or cannot reasonably be expected of Supplier, Supplier is entitled to partially or completely suspend performance of the activity to be performed, for a period to be decided by Supplier, or to partially or completely annul the agreement, without Supplier being obliged to any compensation. If, in such a case, partial completion of an order occurs, Customer is due an according amount of the total purchase sum.
2. Circumstances considered to be force majeure for Supplier include any events of factual, juridical, or other nature, which – foreseeably or unforeseeably – obstruct timely adherence to the agreement or render adherence to the agreement particularly troublesome. Such circumstances include, without limitation, strikes; company site occupations; interruptions of production due to equipment breakdown; disruptions of energy or water supplies; fire etc.; import, export, and production injunctions; default of Suppliers and helpers; all the above circumstances only apply insofar Supplier is not to be blamed regarding those circumstances.

Article 6: Payment and default

1. Payments are required to occur within fourteen (14) days of date of invoice. All payments must occur without any reductions, discounts, or settling. Any decrease and/or partial payment requires prior acceptance by Supplier.
2. Supplier reserves the right to demand advance payments or sufficient security.
3. Unless Supplier has explicitly agreed to postponement of payment, Customer is not entitled to suspend payment of the amount for reasons of discontent with the goods or services delivered or performed by Supplier.
4. If Customer does not timely meet his payment obligations, he is considered to be legally defaulting, and any claims of Supplier to Customer become immediately claimable, and Supplier is entitled to suspend adherence to agreements, until Customer has met all claimable obligations. In case of death, intended filing for or actual filing for bankruptcy, moratorium, intention to enter into private debt consolidation, or liquidation of (the enterprise of) Customer, any obligations of Customer are immediately claimable.
5. As soon as Customer is defaulting, Supplier is entitled without any prior notice to charge interest to Customer, equal to topical legal interest rates. Any costs reasonably incurred by Supplier to establish damages and liabilities, as well as costs incurred for legal and extrajudicial settlement, are on the account of Customer from that moment. Aforementioned costs shall in any case equal the collection rates of the Netherlands Bar Association, at a minimum of 114.00 EURO.
6. Payment of Customer is initially booked to cover possible interest due; after that, to cover any costs Supplier has incurred related to Customer default under the agreement; and finally, to the oldest amounts due, regardless of other instructions of Customer. Such applies insofar as Supplier does not explicitly decide otherwise.
7. In case of failure to adhere to, failure to adhere in time to, or failure to properly adhere to any obligations by Customer resulting from his entering into any agreements with Supplier, as well as in case of bankruptcy, moratorium, or legal restraint or receivership of Customer, or cessation or liquidation of his company, Supplier will always be entitled, without any need for compensation of damages and without limitation of any of Supplier's rights and without requiring any notice, to declare annulled the agreement without legal intervention, without reducing any of Supplier's claims for compensation of damages, while Supplier is still entitled to annul any other current transactions with involved Customer under similar conditions. Any annulment results in all amounts due to Supplier becoming immediately claimable.

Article 7: Liability

1. For liability of Supplier towards Customer for damages incurred by Customer as a result of an occurrence legally attributable to Supplier, the following stipulations apply:
 - a. Supplier is only liable for damages incurred by Customer, which are the direct and exclusive result of a failure attributable to Supplier, while only such damages apply against which Supplier is insured, or should have reasonably been insured against, according to branch custom. In this, the following limitations must be respected:
 - Damage to the company (company disruption, loss of income, and such) does not apply, regardless of its cause. If desired, Customer should acquire insurance against such damage.
 - Supplier is not liable for (any kind of) damage done to objects under construction or located near the site of labour, by or during performance of labour, or installation, or activation of delivered goods, unless and insofar as Supplier is insured against such damage.
 - The amount of damage to be compensated by Supplier shall be reduced in case the amount due by Customer is small in comparison to the extent the damage suffered by Customer.
 - b. Customer is liable for any damage due to fire, loss of, theft of, or damage to goods, tools, and equipment and materials of Supplier as soon as these are located at Customer's premises, insofar as this is not attributable to failure by Supplier, and to a maximum of 3x the value of the invoice.
 - c. Supplier is not liable for damage discovered twelve (12) months after the event which caused the damage, such an event being legally attributable to Supplier. Without limitations to the stipulations of the previous sentence, any claims for compensation of damage are annulled if no legal claim has been made against Supplier within six (6) months of discovery of the damage.
 - d. If Supplier is subject to claims by third parties for compensation of damage resulting from an event which can also be legally attributed to Supplier in the relationship with Customer in any way, Customer shall indemnify Supplier against the claims of third party, insofar as Supplier is to pay to third party more compensation of damage than he would need to pay to Customer, if Customer would have addressed Supplier for his own damage.
 - e. If Customer addresses Supplier for compensation of damage on the basis of a claim adopted from a third party, in the causation of which Supplier was involved directly or indirectly, Supplier may also refer to the above clause.
 - f. The above clauses also apply on behalf of persons, who are in any way involved in implementation of obligations of Supplier towards Customer.

Article 8: Transfer of risks and property

1. The risks of goods to be delivered by Supplier are permanently transferred to Customer on arrival at the location of delivery. If Customer does not accept goods at the moment agreed between Supplier and Customer for reasons not attributable to Supplier, the risk is permanently transferred to Customer. All costs related to shipping and storage, incurred by Supplier from the moment mentioned in the previous sentence related to the goods, are entirely on the account of Customer.
2. Even if Supplier has obliged himself to transferring property of goods, those goods remain property of Supplier regardless of delivery, until Supplier has received complete payment from Customer of that which Customer is due with respect to goods delivered and services provided, and for default in payment of that which Customer is due to Supplier in this respect.
3. Customer is only entitled to use the items on which no property rights yet apply for purposes within his normal business practice. However, Customer is not entitled to alienate, rent, or charge the goods with securities or other limited corporate rights.
4. If Customer does not meet his obligations, or if Supplier has good reasons to fear that Customer will default in meeting his obligations resulting from the agreement, Supplier is entitled to remove, or have removed, goods delivered, to which property rights have been transferred to Customer or third parties keeping the wares for Customer. Any costs of removal and possible liquidation of goods are entirely on account of Customer. The topical economical value to Supplier of reclaimed goods is subtracted from the amount which Supplier is still entitled to claim from Customer. Supplier is never held, however, to adopt a value exceeding the price agreed to with Customer for those goods.
5. At our first request, Customer is obliged to:
 - a. To insure, and keep insured, the goods delivered under reservation of property against damage by fire, explosion, water damage, and theft, and to submit the relevant insurance policy for our inspection.
 - b. To pledge to us any claims of Customer to insurer with regard to goods delivered under reservation of property, in accordance with the relevant legal procedures.
 - c. To mark goods delivered under reservation of property as our property.
 - d. To cooperate in other ways with reasonable measures we intend to take to protect our property rights with respect to the goods, and which do not unreasonably obstruct Customer in his usual business practice.

Article 9: Guarantee

1. Supplier offers a 3 month guarantee to goods purchased and parts of goods purchased.
2. Supplier offers a 3 month guarantee to parts repaired after assignments of assembly, repair and/or maintenance labour, and to components sold separately, starting at the moment such labour is completed.
3. Not included in the guarantee mentioned above are labour costs, costs of transport, and possible costs incurred for rental of replacement equipment.
4. No guarantee is offered for electric and electronic components, and therefore part-exchange is not possible.
5. Guarantee only applies if Customer has met all his obligations towards Supplier (both financially and otherwise), or has provided sufficient security for this.
6. After delivery of goods or after Supplier informs Customer of completion of the agreed labour, Customer is required to carefully inspect the goods for completeness and soundness within five (5) working days of delivery or of Supplier's notice. Customer is not entitled to make claims towards Supplier concerning shortages or deficiencies which could have been discovered by Customer on careful inspection within the period mentioned in the previous sentence, or which he has discovered but has not subsequently reported to Supplier in writing within ten (10) working days of delivery or Supplier's notice. Such also applies to partial deliveries.
7. Shortages or deficiencies which could not have become apparent during inspection as meant in article 9, section 6, but become apparent within 3 months of delivery or of Supplier's notice, and are reported to Supplier in writing within five (5) working days, will be solved, as far as possible, by means of supplementation, repair, or replacement – at Supplier's discretion.
8. With regard to solving shortages and deficiencies, the following additional stipulations apply:
 - a. Supplier will make an effort to perform (or have performed) solutions as soon as possible under the given conditions. To this end, Customer provides all required cooperation.
 - b. Solution occurs at a location to be decided by Supplier, at the risk and on account of Customer.
 - c. In case of solutions outside the working or operational location of the equipment, cost of final construction, transport, and installation of the equipment are on account of Customer.
 - d. In case of solutions outside the Netherlands, travel and accommodation expenses of those conducting inspections and performing the solutions are on account of Customer.
 - e. Goods or components, which are released on replacement, automatically become property of Supplier.
 - f. If shortages or deficiencies occur with regard to goods which Supplier has received from third parties, or with regard to labour performed by Supplier for third parties, solution of these only occurs free of charge insofar as third party accepts costs of the solution, without limitations to what was stated in article 6, sections 1 and 2.
 - g. Customer is not entitled towards Supplier to solutions of shortages or deficiencies if it may be assumed that they are consequences of normal wear and tear, of non-judicious or careless usage according to intended purpose.
 - h. The right of Customer towards Supplier to solutions of shortages and deficiencies expires if Customer performs solutions himself or by third parties, without prior approval of Supplier.
9. Occurrence of shortages or deficiencies does not constitute a reason for suspension of payment obligations of Customer towards Supplier. If Customer does not meet his obligations of payment, even after receiving written notice, then his rights to solution of shortages and deficiencies expire.

Article 10: Sales including trade-in

1. If, on sale of new equipment including trade-in of used equipment, Customer continues to use the old equipment while waiting for delivery of the newly purchased equipment, the former goods only become property of Supplier after actual delivery of these to Supplier has occurred. During such usage, all costs, in particular those associated with maintenance and possible damage by any cause whatsoever, including those caused by loss, are at risk and on account of Customer.

Article 11: Applicable law and authorised court of law

1. Dutch law exclusively applies to any agreement.
2. Any disputes arising about, or as a result of, the agreement, including disputes about its existence and validity, shall be settled by the authorised court of law of the location of establishment of Supplier.
3. The Dutch version of these terms always prevails over any translated version of these terms.