

Article I - General

1. These General Conditions of Sale and Delivery apply to all offers, orders, contracts of sale, contracts for services and other agreements relating to deliveries of products and/or services to be made by Verhoef EMC B.V. ('VERHOEF EMC') and all the provisions hereof shall apply between the parties, unless both parties expressly provide otherwise, in writing.
2. For the purpose of these conditions of delivery:
 - VERHOEF EMC; the party referring in his quote to these conditions;
 - Principal; any party to whom the aforementioned quote(s) is (are) directed.

Article II - Quote

1. Each quote made by VERHOEF EMC is non-binding and involves no commitment.

Article III - Agreement

1. If the agreement is concluded in writing, it is considered as completed on the day the contract is signed by the Principal, or on the day of dispatch of the written confirmation of the order by VERHOEF EMC.
2. Verbal promises, arrangements or other juristic acts shall only be binding upon VERHOEF EMC if made or performed by persons holding a specific proxy or persons with other powers of representation.

Article IV - Price

1. Unless stated otherwise, by VERHOEF EMC, the prices quoted are based on delivery EXW in accordance with INCOTERMS 2010, and do not include packaging, VAT and other charges levied by the government on sales and deliveries.
2. If assembly and/or putting into operation of the product to be delivered has been agreed with the Principal, the price is, unless elsewhere directed in the agreement, calculated including the agreed assembly and delivery of the product in operating order at the location referred to in the quote within the period of time mentioned in the specification and/or quote and based on a ten-hour-working day, including all costs, but excluding VAT.
3. If the actual work exceeds the period of time mentioned in the specification/quote, VERHOEF EMC shall be entitled to invoice the day rate applicable on the relevant day that the overtime was carried out.
4. If work is carried out after the ten-hour-working day, VERHOEF EMC shall be entitled to invoice overtime against the hourly rate applicable on the relevant day that the overtime was carried out.
5. If, after the date of completion of the agreement, one or more of the cost price factors have been subject to a rise, even if this occurs as a result of foreseeable circumstances, VERHOEF EMC is entitled to raise the agreed price accordingly.
6. If the period of time between the conclusion of the contract and the delivery is longer than four (4) months VERHOEF EMC is entitled to increase the price agreed upon.
7. Each quote of VERHOEF EMC is based on implementation of the agreement under normal circumstances and during normal working hours.

Article V - Drawings, calculations, descriptions, models, tools etc.

1. Data listed in catalogues, illustrations, drawings, statements of dimensions and weights etc. are only binding if and insofar as they have been explicitly included in a contract signed by the Principal and VERHOEF EMC, or in a confirmation of the order signed by VERHOEF EMC.
2. Quotes given, as well as drawings, calculations, software, descriptions, models, tools, etc. made or provided by VERHOEF EMC, remain the property of VERHOEF EMC, irrespective of whether costs have been charged for these. The information enclosed in or underlying the manufacturing and construction methods, products etc. remain exclusively reserved to VERHOEF EMC, even if costs have been charged for these. The Principal vouches that the information we provide will be used solely and exclusively in connection with the agreement and that he will not use that information in any manner that is in breach of the intellectual rights of third parties.
3. The Principal shall indemnify VERHOEF EMC in respect of all direct and indirect consequences of claims asserted against VERHOEF EMC by third parties as a result of the violation of the rights referred to in the foregoing sub-clause.

Article VI - Delivery and delivery time

1. The delivery times and times of performance of VERHOEF EMC are in all cases without engagement, unless expressly agreed otherwise. The delivery time commences on which ever of the following times is latest:
 - a. the day of execution of the agreement by both parties;
 - b. the day of receipt by VERHOEF EMC of the requisite documents, data, permits, etc. for implementing the order;
 - c. the day on which the necessary formalities for commencing the work have been fulfilled;
 - d. the day of receipt by VERHOEF EMC of that which in accordance with the agreement had to be paid in advance, prior to commencing the work. If a delivery date or week has been agreed, the delivery time is the period between the date of execution of the agreement and the delivery date or week.
2. The delivery time is based on the working conditions at the time of execution of the agreement and on delivery in good time of the materials ordered by VERHOEF EMC for implementing the work. If, due to no fault of VERHOEF EMC a delay arises as a result of a change to the said working conditions or because materials ordered in good time for performing the work have not been delivered in good time, the delivery time will be extended insofar as is necessary.
3. With reference to the time of delivery; the product is deemed to be delivered, when it is available for transfer of ownership to the Principal, or at least can be placed within his power and the Principal has been informed of this, without prejudice to the obligation of VERHOEF EMC to comply with any commitments regarding assembly or installation.
4. Notwithstanding the provisions set forth elsewhere in these conditions with regard to extending the delivery time, the delivery time is extended by the duration of the delay arising on the part of VERHOEF EMC as a result of the failure of the Principal to comply with any of the obligations arising from the agreement or any cooperation to be required of him with regard to the implementation of the agreement.
5. If the agreed delivery period is exceeded – for whatever reason – this shall not entitle the Principal to wholly or partially dissolve the agreement or to perform or cause to be performed any work in execution of the agreement, without having judicial authorization to do so.
6. Any liquidated damages, if agreed in the contract for exceeding the delivery time or any other failure in the performance of the contract by VERHOEF EMC must be deemed to be set in the place of any entitlement of the Principal to compensation. Such as liquidated damages are not owed if the exceeding of the delivery time or the failure of VERHOEF EMC to perform is a result of force majeure.
7. When due, and at the request of VERHOEF EMC, the Principal has to accept the product/delivery without delay. The Principal is not entitled to refuse the acceptance of deliveries or services on account of minor defects. If the Principal refuses to take receipt of the product(s) offered him, all costs deriving from this (including freight, handling and storage costs) are to be paid by the Principal.

8. If the deliveries are to be subjected to an acceptance test, such tests, unless otherwise agreed, are to be performed at the premises designated by VERHOEF EMC. Acceptance has occurred, if the Principal has not raised justified and substantial objections by the end of the acceptance test. If the Principal decides that an acceptance test is not required, or, despite being notified in good time, is not present at the acceptance test for reasons for which VERHOEF EMC cannot be held responsible, the test performed by VERHOEF EMC will be considered as a valid acceptance test. All costs for attending FAT by the principal test are borne by the Principal.
9. In the event of the cancellation of the agreement or failure to take possession of the goods by the Principal, the Principal shall, with immediate effect, owe 10% of the agreed price, without prejudice to our right to demand from the Principal, in addition to this payment towards the costs and lost profit, full compensation for the damages suffered as a result of the cancellation.

Article VII – Assembly, installation and commissioning

1. The Principal is responsible vis-à-vis VERHOEF EMC for implementing correctly and in good time all arrangements, facilities and/or conditions that are necessary for setting up the product to be assembled and/or the correct operation of the product in assembled state, except and insofar as this work is carried out by or on behalf of VERHOEF EMC in accordance with data and/or drawings made by or on behalf of the latter.
2. Notwithstanding the provision of paragraph 1, the Principal shall in any event arrange at his own expense and risk that:
 - a. the employees of VERHOEF EMC, or the employees of its subcontractors as soon as they have arrived at the place of installation, can commence their work and continue performing their work during normal working hours and moreover, outside normal working hours if this is deemed necessary by VERHOEF EMC, provided the Principal has been informed of this in good time.
 - b. suitable accommodation with all conveniences becomes available for the employees of VERHOEF EMC or its subcontractors, as required by virtue of governmental regulations, the agreement or practice;
 - c. the access roads to the place of installation are suitable for the requisite transport;
 - d. the designated place of installation is suitable for storage and assembly;
 - e. the necessary lockable storage sites for equipment, tools and other matters are present;
 - f. the requisite and usual auxiliary workers, auxiliary equipment, additives and industrial materials (fuel and lubricants, polishing and other small materials, gas, water, electricity, steam, pressurized air, heating, lighting etc.) as well as the normal measuring and testing equipment for the business of the Principal, are available for VERHOEF EMC employees and its subcontractors in good time, free of charge and in the right place;
 - g. all necessary safety and precautionary measures have been taken and will be maintained in accordance with the guidelines for OHSAS 18001 certified work and that, as regards assembly or installation undertaken by our technicians is compliant with all government regulations; at the start of and during the assembly all the requisite products and materials are present in the correct place.
3. Damage and costs arising because the conditions set forth in this article have not been complied with or not in good time, are to be paid for by the Principal.
4. With regard to the assembly/installation time, article VI is likewise applicable.

Article VIII - Transfer of risk and ownership

1. Passing of the risk in respect of all direct and consequential damages is in principle, determined by the Incoterms used in clause IV. However if the Principal, after being given notice of default, continues to fail to accept the product, VERHOEF EMC will be entitled to charge the Principal for the costs of storing the product.
2. Without prejudice to the stipulations of the foregoing paragraph and of clause VI paragraph 3, title to the product shall only pass to the Principal once all amounts due to VERHOEF EMC from the Principal in connection with the delivery or related work have been settled in full, including interest and costs.

3. Should the occasion arise, VERHOEF EMC will be entitled to unimpeded access to the delivered products. The Principal will grant all cooperation in order to give to VERHOEF EMC the opportunity of exercising the condition with regard to ownership given in paragraph 2, by taking back the delivered products, including any disassembly that may be required.

Article IX - Invoicing and payment

1. Unless otherwise agreed, the agreed price will be invoiced as follows:
 - a. 75% on awarding the order;
25% prior to delivery as referred to in art. VI paragraph 3
 - b. upon delivery of parts or accessories: for the full amount.
2. Unless otherwise agreed in writing, all payments should be made without any deductions or offset, immediately upon receipt of the invoice to the designated account or an office of VERHOEF EMC.
3. If, in the event of late payment, collection is made through judicial or other channels, the amount of the claim will be increased by 10% to cover administration costs and the judicial and extra judicial costs shall be borne by the Principal in the amount paid or owed by VERHOEF EMC.

Article X - Claim and guarantee

1. Claims with regard to visible defects must be made, immediately after receipt of the product, but at the latest five days after the actual transfer of the product to the Principal, in a written specified notification to VERHOEF EMC.
Claims with regard to non-visible defects must be submitted immediately after their discovery, but in any event within the guarantee period referred to in paragraphs 2 and 3, in a written, specified notification by the Principal to VERHOEF EMC. Should the said periods be exceeded, all claims vis-à-vis VERHOEF EMC lapse with regard to the said defect. Legal claims in this matter should be submitted within a year after the claim has been submitted in good time, on pain of the claim ceasing to be valid.
2. Notwithstanding the constraints set below, VERHOEF EMC vouches for the soundness of the products supplied and for the quality of the materials used and/or supplied for these products, for a period of 12 months subsequent to delivery in accordance with article VI paragraph 3, excluding visible defects. If VERHOEF EMC has agreed in assembly or installation, the aforementioned obligation of VERHOEF EMC applies for a period of 12 months subsequent to assembly or installation, but at the latest up to 18 months after FAT in accordance with article VI paragraph 3. For parts delivered separately, a period of 6 months applies after said delivery.
3. Paragraphs 1 and 2 are likewise applicable to defects whose cause lies solely or largely in improper assembly or installation by VERHOEF EMC. If assembly or installation of the product will be done by VERHOEF EMC, the periods referred to in paragraphs 1 and 2 commence on the day on which assembly/installation by VERHOEF EMC has been completed, on the understanding that in that case the period of guarantee terminates in any event once 18 months subsequent to delivery in accordance with article VI paragraph 3 have elapsed.
4. Guarantee of VERHOEF EMC with regard to a possible failure to a product, irrespective where this failure occurs, comprises the repair and/or replacement of the defective part on the premises of VERHOEF EMC or elsewhere or the refund of such part of a product, or by dispatching a part for replacement, all this always at the choice of VERHOEF EMC. In all events the guarantee covers, besides the free of charge dispatch of replacement material within the Netherlands, among others too in; the reasonable and customary labour necessary for remedying the defect and if necessary, again at the choice of VERHOEF EMC, too in the labour for disconnecting and reconnecting the product from its attached equipment, foundation and connecting systems. All costs exceeding the sole obligation as described in the preceding sentences of this paragraph but not limited to; costs for transportation abroad, waiting hours, travel and accommodation expenses, as well as all extra costs which never occur during repair under circumstances in a domestic workshop and are arising from either dismantling or mounting are to be paid by the Principal. The Principal will grant VERHOEF EMC assistance in any disassembly and assembly upon first request.
5. Only after written permission from VERHOEF EMC the Principal may have a necessary repair carried out by a third party or carry out the repair itself for the account of VERHOEF EMC. This insofar the costs of this

repair are reasonable. In order to establish whether these costs are reasonable the cost price level of VERHOEF EMC will be the standard. VERHOEF EMC will designate the third party who may carry out the necessary repair in consultation with the Principal.

Repair by a third party or by the Principal in accordance with this paragraph is only possible:

- if VERHOEF EMC is unable or not able in good time to repair the defect in its premises, or
- when it comes to a disproportionate difference between the necessary costs of transporting of the product to the workshop of VERHOEF EMC and the costs of repairing this in situ, or
- if in connection with the circumstances of the Principal it cannot be required to have him carried out the repair in a workshop of VERHOEF EMC.

6. In any event defects that do not come under the guarantee are those occurring which are fully or partially the result of:
 - a. failure on the part of the Principal to have due regard for operating and maintenance regulations or other use than is normally anticipated;
 - b. defects not due to material and/or constructional faults, such as defects arising from normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading and/or letting the product fall;
 - c. assembly/installation or repair by third parties with the exception of that which is referred to in paragraph 5 - including the Principal;
 - d. materials or products applied at the request of the Principal;
 - e. materials or products which have been provided for treatment or processing by the Principal to VERHOEF EMC;
 - f. materials, products, methods and constructions, which have been applied at the explicit instruction of the Principal, as well as materials and products supplied from, by or on behalf of the Principal.
7. If, for any reasons beyond the control of VERHOEF EMC, the Principal unjustly complains about a defect for which VERHOEF EMC is responsible, VERHOEF EMC has the right to invoice the Principal for expenses incurred by him in the rectification or establishment of the defect.
8. If the Principal fails to comply with any obligation deriving from the contract that he has concluded with VERHOEF EMC or a contract connected with it, or he does not do so properly or in good time, VERHOEF EMC cannot be held to any guarantee in these agreements, however it is referred to.
9. If the Principal resorts to or has resorted to disassembly, repair or other work with reference to the product without the prior written approval from VERHOEF EMC, all entitlement under guarantee lapses.
10. If VERHOEF EMC replaces parts and products in order to comply with the guarantee obligations, these parts and products become the property of VERHOEF EMC. The original guarantee period is not extended upon replacement.
11. As regards inspections, consultancy and similar operations carried out by VERHOEF EMC, no guarantee will be given. Nor can VERHOEF EMC accept any responsibility for designs and parts made available by the Principal himself.
12. The alleged non-performance of the guarantee obligation on the part of VERHOEF EMC does not absolve the Principal from his obligations deriving from any agreement concluded with VERHOEF EMC.
13. Warranty will be worldwide. With worldwide is meant all countries for which no trade embargo is in place or export control laws and regulations of the United States or the European Union or the United Nations prevent VERHOEF EMC to provide parts and/or service. When VERHOEF EMC is requested to undertake warranty work in one of the identified high risk/protocol countries as identified in accordance with the Travel Risk Management, VERHOEF EMC shall for that purpose carry out a risk assessment in accordance with the Country Evaluation Model on a case by case basis. This model when undertaken is designed to assess security risks and their impact on employees. The outcome of the model will determine whether operations abroad are approved to commence and/or to continue. This outcome is final, mandatory and applies to all employees and hired-ins of VERHOEF EMC.

Article XI - Liability

1. The liability of VERHOEF EMC is confined to compliance with the guarantee obligations described in Article X of these conditions.
2. With the exception of willful misconduct or conscious recklessness on the part of VERHOEF EMC itself and with the exception of the provisions of paragraph 1, all liability of VERHOEF EMC, such as loss through business interruption, other consequential loss and loss as a result of liability vis-à-vis third parties is excluded.
3. Consequently VERHOEF EMC is not liable for:
 - the violation of copyright, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the Principal.
 - damage or loss, through whatever cause, arising from raw materials, semi-manufactures, models, tools, and other matters made available by the Principal.
 - transport difficulties, fire and other serious disruption to our business or that of our suppliers.
 - the consequences for the Principal under civil law of the violation of regulations of public law as a consequence of any actions of our technicians or third parties engaged by VERHOEF EMC in the service of the Principal.
4. If VERHOEF EMC, without being assigned to carry out the assembly, provides assistance and help of whatever kind in the course of the assembly, this will be done at the risk of the Principal.
5. The Principal is obliged to hold harmless and indemnify VERHOEF EMC with reference to all claims of third parties for compensation of damage for which the liability of VERHOEF EMC in relationship with the Principal has been excluded in these conditions.

Article XII - Force majeure

For the purposes of these General Terms and Conditions of Sale and Delivery, force majeure shall mean: any circumstance as a result of which performance is prevented or made unreasonably difficult and also, insofar as not already included within that definition, war, threat of war, civil war, riot, industrial action, lockout, transport difficulties, fire, act of god and other serious disruption to our business or that of our suppliers.

Article XIII - Suspension and dissolution

1. In the event of an impediment to the implementation of the agreement arising as a result of force majeure VERHOEF EMC shall be entitled, without the intervention of the court, to suspend the implementation of the agreement for a maximum of 6 months or to dissolve the agreement in full or in part, without being obliged to pay any compensation. During the suspension VERHOEF EMC is empowered, and at the end of this obliged to opt for implementation or full or partial dissolution of the agreement. Both in the case of suspension and dissolution, VERHOEF EMC is entitled to require immediate payment for all that already has been performed for the implementation of the agreement.
2. If the Principal fails to comply with any obligation deriving for him from the agreement concluded with VERHOEF EMC, or from a coherent agreement, or fails to do so properly or in good time, or if there is a good ground for fearing that the Principal is unable or will be unable to comply with the contractual commitments vis-à-vis VERHOEF EMC, as well as in the case of bankruptcy, suspension of payment, closure, liquidation or partial transfer for collateral or otherwise, of the Principal's business including the transfer of a major portion of his receivables, VERHOEF EMC is entitled, without notice of default and without the intervention of the court, to suspend the implementation of each of these agreements for a maximum of 6 months or to dissolve them in full or in part without being held to any compensation or guarantee and notwithstanding the further rights accruing to VERHOEF EMC. During the suspension VERHOEF EMC is empowered, and at the end of this obliged, to opt for implementation or full or partial dissolution of the suspended agreement(s).
3. In the event of suspension and/or dissolution by virtue of paragraph 2 the agreed price becomes immediately due with deduction of the instalments already paid, and the costs saved by VERHOEF EMC as a result of the suspension or dissolution.
4. The Principal is not entitled to claim dissolution of the agreement with retroactive force.

Article XIV -Patents, trademarks, copyright

1. The intellectual property, software, trade secrets, proprietary processes, technology, methodologies, ideas, data, and know-how (“Intellectual Property”) of Principal or its licensors is and will remain Principal's or its licensors' exclusive property, and, VERHOEF EMC will have no right, license, or interest therein, expressly or impliedly. Nothing shall be deemed to be or to contemplate a transfer of any of Principal's or its licensors' Intellectual Property to VERHOEF EMC or any third party. Principal warrants that no patents or other intellectual property or industrial rights of third parties will be infringed. Should nonetheless a third party raise claims for infringement of any patent or other intellectual property or industrial rights, Principal shall indemnify VERHOEF EMC against any action, claim, demand, costs, expenses and losses incurred by VERHOEF EMC as a result of such infringement, provided that the Principal shall have the right to conduct the defense, in the name of VERHOEF EMC, if appropriate, of any such claims, and VERHOEF EMC, at Buyers expense, will give Principal all such assistance in the defense of such claims as Principal may reasonably request

2. The Intellectual Property of VERHOEF EMC or its licensors is and will remain VERHOEF EMC's or its licensors' exclusive property, and, VERHOEF EMC will have no right, license, or interest therein, expressly or impliedly. Nothing shall be deemed to be or to contemplate a transfer of any of VERHOEF EMC's or its licensors' Intellectual Property to Principal or any third party. VERHOEF EMC warrants that no patents or other intellectual property or industrial rights of third parties will be infringed. Should nonetheless a third party raise claims for infringement of any patent or other intellectual property or industrial rights, VERHOEF EMC shall indemnify Principal against any action, claim, demand, costs, expenses and losses incurred by Principal as a result of such infringement, provided that VERHOEF EMC shall have the right to conduct the defense, in the name of Principal, if appropriate, of any such claims, and Principal, at VERHOEF EMC's expense, will give VERHOEF EMC all such assistance in the defense of such claims as VERHOEF EMC may reasonably request.

3. The provision of this clause shall survive the expiration or prior termination of the agreement.

Art. XV – Disputes and applicable law

1. All disputes arising as a result of or in connection with a quote, agreement or coherent agreement to which these general conditions apply shall be submitted to the Court of Zuid-Holland.

Dutch law shall apply to quotes, agreements or coherent agreements to which these general conditions apply.