

General Terms H&L Products

1 General

These Terms and Conditions shall apply to all H & L Products (hereafter referred to as "the supplier") contracts. These conditions do not apply when they are deviated from by the parties. These Terms and Conditions may be waived only in writing.

2. Offers

Any offer of the supplier is free of obligations and should be considered as one whole, unless this has been deviated from in writing. All of the designs provided by the supplier in connection with the transaction, all drawings, images, catalogs and all other data, technical or otherwise, including dimensions, weights, use numbers, etc. are only binding to the supplier if and to the extent in which they are distinctly agreed to in writing.

3 Prices

All prices are ex warehouse and exclusive of sales tax (VAT). If the supplier has agreed to a fixed price with the counterparty a fixed price, the supplier shall nevertheless be entitled to increase the price: the supplier may charge the prevailing price at delivery according to the current price list at the time of the supplier account.

4. Delivery

Delivery is ex-warehouse / supplier, unless otherwise expressly agreed. The other party is obliged to take the goods at the time they are prepared for him, or at the moment they are delivered. If the other party refuses the purchase or is negligent, he is legally in default and shall pay all additional costs, including in any case storage costs. Shipping and transportation are at the expense of the other party. The agreed delivery time is approximate and is never a deadline, unless explicitly agreed otherwise. The supplier is not responsible for any extension of the delivery of his supplier(s) and neither is he responsible for eventual consequences for the other party.

5. Partial deliveries

The supplier is entitled to deliver goods in parts. If the goods are delivered in parts, the supplier is entitled to invoice each part separately.

6 Property restriction

The goods delivered by the supplier shall remain the property of the supplier until the other party has fully paid the purchase price. The property restriction also applies to any claims that the supplier might obtain because of default by the other party in meeting one or more of his obligations towards the supplier.

7 Payment and security

The supplier's invoices must be paid within 30 days after delivery date without discount and / or comparison of debts in a manner indicated by the supplier. In the event of late payment the other party is in default and shall pay interest at the rate of 1.5% per month (part of a month counting as a whole month) with a minimum of the legal interest per year. In the event of late payment, the other party owes 15% of the invoice amount because of extrajudicial collection costs with a minimum of € 350.00 per transaction.

8 Defects; complaint periods

The other party must examine the goods upon delivery. The other party must determine whether the goods supplied meet the terms of the contract. The other party needs to notify the supplier of non-visible defects within 30 days of delivery, at least when such determination was reasonably possible, in writing, with motivation.

9 Warranty

For a period to be agreed in writing between the parties, the supplier warrants the proper construction and the quality of the materials used with the proviso that with regard to goods obtained from third parties the aforementioned liability shall never extend beyond the warranty obligations of the third party that has supplied those goods. Foregoing warranty is limited to either a free of charge repair or a replacement of those materials, this at the discretion of the supplier. The supplier's liability under the agreement will never go beyond the obligation referred to in the preceding paragraph, so that any further liability, either for direct or indirect damages, costs and interest for whatever reason, is excluded. The other party shall indemnify the supplier against all third party claims in respect of any damage suffered after delivery.

10 Intellectual property

The goods delivered by the supplier will not infringe any intellectual property right. If, however, it has been established that any goods delivered by the supplier infringe the intellectual property rights of a third party, whether in law or not, at his discretion and after consultation with the other party, the supplier shall either replace the goods in question by goods which do not infringe the aforementioned rights, or acquire a right of use for this purpose or take back the goods at issue and refund the purchase price minus the usual depreciation.

11 Approvals or class designations

The supplier shall stock various matters in its range, which feature known labels such as CE or class designations of certification bodies. The goods to be delivered by the supplier shall have the assumed characteristics of these cases if the items are marked with the corresponding mark. Goods which are not provided with any mark do not possess the properties as one would assume in goods with CE or class designations of certification bodies and are not intended for such use. The other party is solely responsible for the use of the goods in accordance with their intended purpose. The supplier cannot be held responsible for the use of goods not provided with CE or class designations of certification bodies, for direct or indirect damages, costs and interests for whatever reason, is excluded. Held by the other party The other party shall indemnify the supplier against all third party claims in respect of any damage suffered by those after delivery.

12 Jurisdiction

All legal relations between the supplier and the other party are under Dutch law and the competent court in Rotterdam jurisdiction takes cognizance of the dispute.

These terms and conditions have been filed at the registry of the court in Rotterdam - August 2014 under number AL52/2014.