

## Terms and conditions relating to sales and deliveries Van Drenth Buighout

- **Quotations:**  
Quotations are submitted without obligation and are subject to these terms and conditions.
- **Prices:**  
Prices are quoted in guilders and are exclusive of VAT and customs clearance charges, but inclusive of delivery, unless otherwise stated.  
We will charge the costs for packing and carriage for all orders of less than € 250,00 in value (ex. VAT).  
The prices are as specified, but we reserve the right to pass on all legitimate price increases where applicable.
- **Models/Moulds:**  
All moulds remain our property. Where these are produced specifically for a client and paid for by them it is agreed that these will be held by Van Drenth Buighout for a period of three years, but for that client's exclusive use, unless otherwise agreed.
- **Terms of delivery:**  
Mutually agreed delivery dates will be confirmed against each order. The supplier is obliged to keep to the confirmed date of delivery as far as possible. However, the supplier cannot be held responsible for any delays which he could not reasonably have been expected to foresee. Any such delays do not entitle the purchaser to cancel an order unless by prior written agreement.
- **Deliveries:**  
The supplier undertakes to deliver the number of goods as stated on the order acknowledgement, subject to a 10% margin either way.
- **Transportation:**  
Unless otherwise agreed, all products, goods and materials become the responsibility of the purchaser from the moment they leave the factory.
- **Claims:**  
Claims regarding product quality and shortages, or invoice errors, can only be accepted if received in writing (registered) within eight days of delivery, or immediately after receipt of invoice.  
Goods ordered incorrectly by the purchaser cannot be returned.  
In case of any agreed claim, the product will be replaced by the supplier free of charge. In such cases the supplier cannot be held responsible for any loss income, etc.  
Outstanding claims for shortages, quality, replacements etc. cannot be used as a reason for withholding payment.  
Returned goods will not be accepted without prior agreement in writing.
- **Payment:**  
Invoices settled within 8 days from date of invoice will attract a 2% discount. Unless otherwise agreed, settlement must be received within 30 days net from date of invoice.  
Purchasers exceeding these settlement terms will be liable for interest charges to be levied against them.
- **Legal and other costs:**  
Should it become necessary for the supplier to recover goods, and recovery costs, including the purchase price of the goods, incurred interest charges and collection costs, will be the responsibility of the purchaser. Collection costs amount to 10% of the unpaid total, with a minimum of € 100,00 .  
Any legal costs involved, including application for bankruptcy, will also be the responsibility of the purchaser.  
Non-payment of these costs will entitle the supplier to cancel any outstanding orders.
- **Ownership of goods:**  
Until such time as the purchaser has paid for the goods supplied, the goods, in whatever state, remain the property of the supplier.  
The purchaser commits to handle all goods with care and has no right to loan any of these goods to a third party, or remove them from the premises to which they were delivered, until the total purchase price and any other outstanding costs have been paid.  
Should the purchaser not honour these terms and conditions, the supplier reserves the right to take back the goods, irrespective of what state they are in. In such cases the supplier also reserves the right to terminate this agreement and to claim compensation for costs, damage, loss of profits and interest.
- **Liability:**  
The supplier accepts no liability. All differences relating to this agreement are subject to the decision of the Court.

Established at the offices of The Chamber of Commerce and Factories for Gelderland at Tiel, Holland, on the 28<sup>th</sup> April 1982.