

1. The general Terms of sale are applied by Seller to all sales. Changes or exclusion from any part of these terms are only applicable after Seller's written confirmation. In case of conflict between these General Terms of Sale and Buyer's purchase conditions, the General Terms of Sale shall prevail.
2. Unless parties have agreed otherwise in writing all Seller's quotations and price lists are issued without commitment.
3. Prices are based on today's cost factors. In case of changes in such factors and/or to the official rate of exchange between the Euro and the currency applied in the sales agreement Seller reserves the right to adjust prices accordingly for goods still to be supplied, provided such adjustment is not expressly excluded by Seller in a written confirmation.
4. Unless otherwise specified in writing Seller's standard product specification shall apply. A certification of Conformation will be made available with regard to each shipment and give information as true and correct as contained in the records of Seller. Seller does not give any guarantee as to the suitability of the products delivered for any special purpose. The quantity of goods determined by Seller shall be final, however, Buyer may at all times be represented during loading, unloading and warehousing.
5. Delivery dates stated by Seller conform to Seller's best estimates. Seller can accept no liability for any default in delivery or for any loss arising there from, however caused. Delivery is considered to take place at the moment the goods leave Seller's works or warehouse.
6. Unless otherwise is agreed between parties, the goods are delivered ex works and ex warehouse in accordance with the most recent edition of interpretation of trade terms of the International Chamber of the Commerce (Incoterms). Seller, therefore, is not responsible for loading the goods on the vehicle provided by Buyer. Buyer bears the full cost and risk involved in bringing the goods from there to the desired destination. In as far as parties have agreed that contrary to the aforesaid the transport of the goods shall be organized by Seller, Buyer shall in any event bear the risk and all charges including demurrage incurred in respect of the goods in the course of their transit until the arrival at the named point of destination, as well as unloading costs including lighterage and wharfage charges, for as far as this is not Seller's responsibility according to the terms arranged in the Incoterms.
7. Any claim based on default must be made by Buyer as soon as possible in writing and not later than 7 days after delivery in accordance with clause 5 and 6, unless otherwise is agreed in writing. Seller may refuse to accept any goods returned without his prior written consent, even when such goods returned are undamaged and covered by the legally required transport documents. Goods returned by Buyer and accepted by Seller as defective shall at Seller's option either be replaced without charge or be credited in accordance with the price paid for these goods by Buyer. To reduce possible damage Buyer shall follow the instructions of Seller with respect to the method of storage and/or return of these goods. Seller is not responsible for any damage caused by the delivery of faulty goods such as material damage, personal injury, business damage interruption or any other consequential damage. Seller's liability for any fault of negligence proven shall in no event exceed the invoice amount of the goods delivered. Claims or complaints shall not give Buyer the right to refuse or postpone payment. Delivery of faulty goods and any other similar circumstances shall not give Buyer the right to dissolve the sales agreement.
8. Seller's liability for any damage caused by or related to any contract with Buyer will always be limited to the total consideration paid by the Buyer for the order in question, excluding taxes and expenses, unless the parties have agreed that the Seller is required to take out an insurance to cover such damage, in which case the liability of the Seller will be limited to the amount covered by the insurer, and as stipulated in the conditions of such insurance. No claim of any kind arising from an event or events occurring more than one year prior to the date the claim is made may be used or claimed by either of the parties. Seller does not assume liability for: 1) indirect or incidental damage; 2) loss of business, salary, income or savings; 3) damage remedied by Seller within a reasonable period; or 4) losses that could have been avoided by the Buyer by acting responsively or by following the Seller's general or specific recommendations.
9. In the event Seller delivers the product in packing material on deposit, Buyer shall return at his own expense such packing material not later than 3 months after delivery. Buyer shall be charged for packing material on deposit. On receipt of the packing material from Buyer within 3 months period, Seller shall credit Buyer's account with the respective amount, provided that in Seller's opinion the packing material is in good condition. Disposable packing material shall not be taken back by Seller.
10. Seller shall be entitled to refuse to effect delivery of the goods if the facilities for receipt made available by Buyer fail to comply with Seller's requirements regarding cleanliness and safety. All costs incurred in the course of any cleaning operations shall be for Buyer's account. Seller shall never be liable for damages resulting from the receipt of goods in unsuitable storage accommodation. Buyer shall hold Seller harmless against claims which third parties might set up against Seller in this respect.
11. Any advice given by Seller with regard to the storage, transport, use of application of the goods supplied shall be entirely without engagement. Seller shall never be liable for damage resulting either directly or indirectly from following such advice.
12. Unless otherwise agreed in writing, payment for goods and services is to be executed net cash upon delivery of the goods. Payment must be made in the currency stated, unless otherwise specified. Payment shall be considered to have been made when the amount has actually been received by Seller. In the case of overdue payments Seller reserves the right to charge interest commencing 8 (eight) days after the date of invoice. The interest rate shall equal the official discount rate for promissory notes charged by the Nederlandse Bank plus 2 (two) percentage points. Also, in case of overdue payments, Seller reserves the right to postpone further shipments until payment of outstanding debts has been made.
13. All taxes, of whatsoever nature, required to be paid in connection with the sale of goods, shall be borne by Buyer even when such tax obligations have come into force after the conclusion of the sales agreement. All banking charges required to be paid for a transfer of money shall be paid by Buyer.
14. All goods supplied by Seller remain the property of Seller until payment has been received.
15. If and to the extent either party is hindered in or prevented from performance or compliance with any obligation under this contract by an event of force majeure, it shall immediately give written notice thereof to the other party and the performance of compliance with such obligations shall be suspended. Such suspension shall continue so long as the performance or compliance with any obligation under this contract is so prevented or hindered. Seller shall be entitled in such case to postpone deliveries or to impose quotas. Seller shall never be obliged to supplement any shortage through other suppliers. If such suspension continues for more than 20 (twenty) days after giving the written notice the parties shall agree to a solution equitable to both of them. For the purpose of this article an event of force majeure means any event beyond the control of either party, such as strikes, lock-outs, trade disputes, governmental action, war or hostilities.
16. In all cases where Buyer places orders for the production of goods in accordance with Buyer's specification, Buyer shall safeguard Seller against infringement of rights of third parties.
17. Dutch law applies to all offers made and all contracts concluded between Seller and Buyer. All disputes arising in connection with the invoice shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce at The Hague, The Netherlands, by one or more arbitrators appointed in accordance with said Rules unless the dispute is of non-international nature in which case it shall be finally settled by arbitration in accordance with the Rules of The Netherlands Arbitration institute (Nederlandse Arbitrage instituut), notwithstanding the right of Seller to institute proceedings before any court of law which would be competent without this choice of forum clause.