

General conditions of sales

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Article 1 Applicability

1.1 These general conditions are achieved for all contracts which Holland Mineraal closes verbally and in written form.

1.2 Holland Mineraal B.V. refers expressly to the applicability of the general conditions. All conditions which deviate from these of Holland Mineraal will not be accepted, except they were transferred of them expressly. If the buyer referred to his own conditions for acceptance and these came into use, Holland Mineraal B.V. would be non-contracted.

1.3 If in a occurring case some of these conditions shaped up as invalid, the rest of the conditions would remain in force. Furthermore a invalid condition must be determined as a condition with almost the same meaning, which is valid certainly.

1.4 In these conditions "the work" will be understood as the total of the arranged work and delivery.

Article 2 Offers

2.1 Offers from Holland Mineraal B.V. are without engagement, except in the offer is indicated something else. The offer is provided with a date. The offer includes a description of the work which has to be done and/or of the delivered materials. Admittely the description is detailed sufficiently to make possible an good essassment of the offer.

2.2 If the offer indicates something else, it will apply for 30 days.

2.3 If it comes to unavoidable deviations during the execution of the order with the regard to the offer, Holland Mineraal B.V. will inform the buyer as soon as possible.

Article 3 Conclusion of contract and changes

3.1 The contract is formed by the acquisition of the buyer of what is stated in the offer, or by:

- a. dispatch of an written order confirmation by Holland Mineraal B.V.,
- b. the commencement of work by Holland Mineraal B.V., in the event that there is no mention of an written order confirmation.

3.2 If there are changes in the order after the contract has been formed, the buyer has to inform Holland Mineraal in written form and in time.

3.3 Changes in the order will only remain in force, when Holland Mineraal B.V. accepts these in written form.

Article 4 Price

4.1 All prices are exclusive shipping, transport and postal charges as well as VAT and any other surveys and taxes, unless it is expressly stated otherwise.

4.2 If cost prices and/or prices for the required products are changed by third parties between the time of the conclusion of the contract and the date of the execution of the contract, Holland Mineraal B.V. will reserve the right to change their prices.

Article 5 Execution

5.1 Holland Mineraal B.V. leads the contract with a justifiably demanded carefulness and authoritative.

5.2 In cases which come into consideration Holland Mineraal instructs and informs the buyer or the third person who was directed in setting activity and in holding operationally the delivered work.

Article 6 Obligations of the buyer

6.1 The buyer undertakes to Holland Mineraal B.V. to make possible conditions in the execution of the work that include normal working hours of Holland Mineraal B.V. that meet the legal safety requirements and other government regulations.

6.2 The buyer shall ensure that Holland Mineraal B.V. disposes of the required work approvals (such as permissions and special approvals) and of the required work information in time.

6.3 The buyer supplies punctual the required energy for the work connectabilities and for the verification of them. The costs therefor are in the buyers favour.

6.4 If the request and the progress of the work is delayed by circumstances for which the buyer is responsible, the buyer has to make good the resulting damage that occurs for Holland Mineraal B.V.

6.5 The buyer provides the easy accessibility of the execution of the work place and for the suitability of the access ways to the place of work or to the place of delivery for the goods to be delivered.

Article 7 Force majeure

7.1 If the execution of the contract for Holland Mineraal B.V. is temporarily prevented all in all or in parts by force majeure, as described in 7.3, Holland Mineraal B.V. will reserve the right to:

- a. cancel the contract by a notification in written form to the buyer, in fact for the part of the contract which can not be observed
- b. delay the part of the contract which can not be observed by a notification in written form as long as the prevention dures.

7.2 Also after the suspension Holland Mineraal B.V. remains authorised to cancel afterwards the contract all in all or in parts by reason of the force majeure.

7.3 See force majeure as: any circumstance which Holland Mineraal is not be able to consider at the time of the beginning of the contract and therefore the normal execution of the contract can not be requested with justifiably by the buyer, such as (labor) strikes, terminating operations, exemption, brand and other destructions and / or damages in factories and warehouses, operational disturbances, whether in Holland Mineraal B.V. or in its suppliers for goods and services, transportation disturbances and other events which are not in your force, such as war, blockade, riot, epidemic, devaluations, over-currents, storms as well as a sudden increase of import duties, excise taxes and / or taxes, the non-receipt of required approvals and other governmental actions.

Article 8 Delivery

8.1 The requested delivery dates by Holland Mineraal B.V. are not to be regarded as fatal dates. Holland Mineraal B.V. is not responsible for the case of damaging impacts for the buyer by exceedings of delivery dates, unless there is talk about an intent or a gross guilt on the parts of Holland Mineraal B.V. In the case of exceedings Holland Mineraal B.V. informs the buyer.

8.2 Also changes in the contract may have the consequence that the agreed delivery date can be exceeded by Holland Mineraal B.V. Such an exceeding is no reason for cancelation and / or compensation.

8.3 The work will be considered as delivered when:

- a. Holland Mineraal instructs the buyer that the work is completed and that he approved or taked over this work
- b. maximum eight days are elapsed after the Mineraal Holland B.V. declared the buyer in written form that the work is done and that he failed to approve or to take over the work within this date.

8.4 Small defects which can be repaired within the guarantee period, should not stand in the way of delivery.

8.5 The delivery discharges Holland Mineraal B.V. of all responsibility for defects which the buyer should have discovered with justifiably at that time.

8.6 As result of delivery, the work risk transfers from Holland Mineraal B.V. to the buyer.

Article 9 Payment

9.1 Payment must be effected within the indicated period which is stated in the invoice. If no period is indicated, the payment has to be effected within 30 days after date of invoice.

9.2 The place of payment is the office of the Holland Mineral B.V.

9.3 If the delivered work not meets the contract, the buyer has the right to delay the payment so that the delayed amount is in a fair relation to the observed deficiency.

9.4 Holland Mineraal B.V. takes care of an timely invoice. Partial invoicing is possible at any time, unless this was excluded expressly in written form.

9.5 Holland Mineraal B.V. is regardless to the agreed conditions of payment authorised to require advance payment, cash payment or security for the payment of the buyer.

9.6 The payment which is effected by the buyer is in the first place a deduction on all due costs and interests and finally a deduction on all invoices which has to be paid and are open the longest even if the buyer has already indicated that the payment refers to subsequent invoices.

Article 10 Reservation of proprietary rights

10.1 Holland Mineraal B.V. remains the owner of all things as long as the buyer has not fulfilled his financial obligations to this contract. This includes also the failure of the buyer in connection with his obligations for which he could be guilty.

Article 11 Liability

11.1 Holland Mineraal is only liable for direct damage as a result of a breach of duty which Holland Mineraal B.V. could have been avoided in compliance with a ordinary skill and care and with justifiably.

11.2 The responsibility for the work of the buyer which Holland Mineraal B.V. has transferred to a third party, is limited to a maximum amount of the security of Holland Mineraal B.V. They will do everything to send the buyer all collaborations which can be required to get a highest compensation of the affected third party in a occurring case.

11.3 The buyer retains Holland Mineraal B.V. from all liability on third parties of damage that by reason of these conditions remains at the expense of the buyer, including damage as a result of outrages against intellectual and industrial property rights. All without prejudice to the duty of care of Holland Mineraal B.V. from article 5 of these conditions.

11.4 Holland Mineraal B.V. is never responsible for undirect costs and damage, which includes operating and stagnancy loss, except for intent and gross guilt.

11.5 Holland Mineraal B.V. is not responsible for damages as a result of exceedings at delivery dates.

11.6 If a complaint about delivered goods and / or services by Holland Mineraal B.V. or by a verdict is justified as found and the liability of Holland Mineraal B.V. in this case is accepted or determined, Holland Mineraal B.V. will either pay a compensation not exceeding the invoice value for the delivered work or will execute the agreed work again. Holland Mineraal B.V. is never committed to further compensations.

11.7 The buyer bears the risk for damage and loss of materials, components or tools which are supplied for the work, unless it was expressly agreed that he is not responsible for their surveillance. The buyer bears the risk for damage that was caused by deficiencies or non-suitability of things that arise or are stipulated of the buyer or have to be ordered from a supplier. He is also responsible for the non-delivery or for a delayed delivery of these mentioned things. The buyer bears risk for damage which was caused by errors or defects of his added drawings, calculations, constructions, specifications and implementing provisions. The buyer bears risk for inaccurate compliance with the contract, for which his provided auxiliaries persons are responsible.

Article 12 Guarantee and claim

12.1 Within the limits of the following provisions, Holland Mineraal B.V. commits to repair claims free of charge within 6 months after delivery which were already existed at the time of the delivery.

12.2 This obligation extends only to defects which were not noticeable with justifiably at the time of delivery and which are shown under normal use and operating conditions that therefore are not the result of: - inadequate maintenance by the buyer. - without the written agreement for the attached changes of Holland Mineraal B.V. - executed repairs by the buyer. - normal wear or defects for which the buyer is liable as a result of the article 11.7.

12.3 To appoint to the rights which are provided from the article 12.1, the buyer has to inform Holland Mineraal B.V. about the determined claims in written form. He also has to make acceptable that the claims with less good quality or less execution have to be attributed to the work or that they are a direct result of a responsibility error of Holland Mineraal B.V., without prejudice to the provisions of the article 11.

12.4 The result of the guarantee obligation for Holland Mineraal B.V. is that the defected replaced components will be in your property.

12.5 Complaints about invoices must be passed in written form in Holland Mineraal B.V. within 8 days after dispatch of the invoices as far as they not refer to the mentioned claims in 12.1 and 12.2.

12.6 After the course of the above-mentioned deadlines complaints are not more attended and the buyer has forfeited his rights in this matter.

12.7 The date of payment will not be delayed by reason of a claim.

12.8 If the buyer is asked about it, he has to obtain immediately all the desired information which are justifiably of interest with the determination of the responsibility and with the extend of the damage. He also has to admit that the delivered work by Holland Mineraal B.V. will be examined on forfeit of decline for any right to compensation by Holland Mineraal B.V.

Article 13 Non-compliance by the buyer, suspension, strike, cancelation

13.1 The buyer is in delay without an necessary application for payment or a notice of default, if he does not pay under the provisions of the article 9 in time. The customer owes then the applicable statutory interests which are calculated from the invoice date and are increased by 2% over the invoice amount.

13.2 The buyer is in delay without an necessary application for payment or a notice of default at the same time, if his insolvency is enquired or he is granted an extension of payment time. He is also in delay, when the buyer discontinues his business operations or when his corporate form changes. In case of death of the buyer or when the buyer is in a business and this business is in the middle of dissolving, he is in delay as well. Then all accounts receivable are demandable for Holland Mineraal B.V. and it obtains the provisions in article 13.2 of these conditions.

13.3 In delay of the buyer, he owes all judicial and extrajudicial costs at the same time except the replacement of the other damage (it also includes the costs which are connected with the activation of third persons that are involved), as well as other possible economic loss, as indicated in article 6:96 BW (nl. taxations laws). The extrajudicial costs amount to minimum 15% of the amount of invoice.

13.4 Holland Mineraal B.V. reserves the right to delay or to cancel the further execution of the order, if the buyer does not respect the conditions of payment and \ or the buyer does not take all necessary steps of these conditions according to the article 9.5.

13.5 Holland Mineraal B.V. is authorised to cancel without judicial action all existing contracts between Holland Mineraal B.V. and the buyer provided that these contracts have not been executed, if the buyer does not, not in time or not correctly fulfil his obligations. These obligations can be gathered from any closed contract with Holland Mineraal B.V. They can also cancel the contract in case of insolvency or extension of payment time of the buyer or by abandoning or liquidation of his company.

13.6 The consequences of suspension, strike and/or dissolving are completely at the expense and risk of the buyer.

13.7 Suspension, strike and/or dissolving let the obligations of payment for the already done work without prejudice. Furthermore Holland Mineraal B.V. is authorised to ask the buyer for compensation, costs and interests which were caused by not, not in time or not correct performance of his obligations. Holland Mineaal B.V can also ask for cancelation of the contract which includes the canceled earnings by Holland Mineraal B.V.

Article 14 Applicable law, competent judges

14.1 Only dutch law applies for all contracts which are closed under these conditions and for contracts that arise from these conditions.

14.2 All disputes which can be gathered from the based contract and/or in subsequent to the use of the general conditions, should be adjusted by a normal judge: for the case that the competent judge is in the provincial court, the dispute is adjusted only by the provincial court in which Holland Mineraal B.V has its settlement.

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