
General Purchase Conditions

Revision: 4

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Article 1 - Applicability

- 1.1 These general terms and conditions of purchase apply to every offer, quotation and agreement of De Jong Gorredijk BV, hereinafter referred to as: DJG, for the purchase of goods and / or services. Unless explicitly agreed otherwise in writing, the other party, hereafter referred to as: supplier, shall be deemed to have accepted these general purchase conditions and agrees that general sales conditions of the supplier do not apply.
- 1.2 Deviation of these terms and conditions is only possible if parties have explicitly agreed this in writing.

Article 2 - Offers, Quotations, Closing and Amendment of the Agreement

- 2.1 All offers and quotations of the supplier are binding, for a period of at least 30 days from the date of the offer. An agreement is only concluded by the acceptance of the offer or quotation by DJG in writing. Any action by the supplier to execute an offer or quotation can never be invoked against DJG as an acceptance of the offer or quotation.
The supplier guarantees to DJG the accuracy of offers and quotations. Lack of clarity, mistakes and omissions are at the expense and risk of the supplier and can never be a reason for price increases.

Article 3 - Prices

- 3.1 All prices are in Euro's and are fixed and DDP to the point of delivery (Incoterms 2010), exclusive VAT, but including costs of proper packaging and any government levies and taxes or other costs. Any special costs relating to import and / or customs clearance are also deemed to be included in the price, unless expressly agreed otherwise in writing. Price increases regardless of the reason or cause can only be passed on if they have been accepted in writing by DJG beforehand. This also applies to currency fluctuations.

Article 4 - Delivery and Delivery time

- 4.1 Delivery will take place DDP at the factory of DJG in Gorredijk, unless expressly agreed otherwise in writing. If the prices have been agreed EXW or FCA, the delivery will still take place DDP, in which case the extra costs of freight may be charged to DJG. The terms EXW, FCA and DDP will be interpreted according to the Incoterms 2010.
If the goods are picked up at the supplier by or on behalf of DJG, the supplier must provide assistance with the loading of the goods without charging any costs.
Returnable packaging will be returned to supplier as soon as possible by DJG at the expense of the supplier. Any costs incurred by DJG may be deducted from the claims of supplier on DJG.
- 4.2 The agreed delivery times are considered fatal terms. In the event the delivery times are exceeded, DJG has the right to extra-judicially dissolve the agreement in full or in part, without prior notice of default and without prejudice to the right to claim damages.

Article 5 - Transfer of ownership and risk

- 5.1 The ownership and the risk of the delivered goods and services will be transferred to DJG at the time of delivery, unless DJG detects defects at the time of delivery. In that case, the ownership and risk of the goods and services remains with the supplier until the defects have been solved and/or repaired to the satisfaction of DJG, in accordance with the provisions of article 9.

Article 6 - Invoicing and payment

- 6.1 All invoices of supplier must mention the information stated in the agreement. If no instructions are given in the agreement, the invoices must in any case state the names and addresses of DJG and supplier, the characteristics of the goods and / or services to which the invoice relates and the supplier's quotation number. Invoices that do not meet up to these requirements will not be processed by DJG and will be returned.
- 6.2 Payment of supplier's invoices takes place within 60 days of the invoice date, unless expressly agreed otherwise in writing. DJG has the right to deduct claims against supplier with amounts due to supplier. DJG also has the right to suspend payment if the supplier does not fulfill his obligations and / or if DJG can legitimately derive from the supplier's conduct that the supplier will not fulfill his obligations.
- 6.3 If DJG is in default with timely payment of supplier's invoices, DJG will only be due the statutory interest pursuant to Section 6: 119 of the Dutch Civil Code. Liability of DJG for payment of other costs, including extrajudicial collection costs is expressly excluded.

Article 7 - Goods to be made available

- 7.1 All goods made available to supplier by DJG, necessary to implement the agreement, including drawings and molds, will be delivered EXW and remain the property of DJG at all times. The repair of damages to these goods, which occur during the period that the goods are in the supplier's possession, comes for the account and risk of the supplier, irrespective of the cause of the damages. After execution of the agreement, the supplier must return the goods to DJG at the first request of DJG and at the supplier's expense. The supplier cannot invoke a right of retention on the goods.
- 7.2 These goods may not be used by the supplier for any purpose other than for the execution of the agreement. With the exception of explicit written permission of DJG, the supplier is not permitted to give these goods in use to third parties.

Article 8 - Inspection, Complaints and Repair of defects

- 8.1 DJG has the right to inspect the delivered goods and services upon delivery. If defects are found on delivery, DJG has the right to pass on the costs of inspection to the supplier and to deduct said costs from amounts due to the supplier by DJG.
- 8.2 The defects of delivered goods and / or services detected by DJG are reported to the supplier, stating the goods and / or services concerned and the nature of the defects. Articles 6:89 and 7:23 of the Dutch Civil Code do not apply.
- 8.3 In the event of defects of the goods and / or services DJG has the choice to have the defects repaired or to dissolve the agreement in whole or in part. In both cases, DJG can also claim damages. In case DJG requires repair of the defects, it may at its discretion require replacement of the goods or services, or that the delivered goods and services are repaired. All costs of the repair, irrespective of the nature of the repair, are for the account of the supplier, including the costs of removal of the defective goods and the delivery of replacement goods.
- 8.4 The acceptance by DJG of goods and / or services and payment of invoices by DJG, are always without prejudice to the rights of DJG under the contract and under the law and can never be invoked against DJG as an abandonment of those rights.

Article 9 - Guarantee

- 9.1 The supplier guarantees to DJG that the delivered goods and / or services are in accordance with the agreement and are suitable for the purpose for which they are intended.
- 9.2 In the event of non-fulfillment by the supplier of his obligations under this article, DJG also has the right to repair the goods and/or services by a third parties at the expense and risk of the supplier, without prejudice to claim other damages.

Article 10 - Liability

- 10.1 Any liability of DJG for damages of supplier, regardless of the nature and basis of the damages is excluded, with exception of damages caused by intent of gross negligence on the part of DJG.
- 10.2 The Supplier indemnifies DJG against all claims of third parties arising from the execution of the agreement, regardless the nature of the damages.

Article 11 – Period of limitation

- 11.1 All claims of supplier on DJG, irrespective of the basis of the claims, expire two years after the date of the occurrence of the claim. In the case of claims arising from the delivery of goods and services, the limitation period starts on the date of delivery or the invoice date, depending on which date comes first. If delivery is spread over several days, the delivery date will be the last day on which delivery takes place, or the last invoice date, depending on which date comes first.
- 11.2 All claims of DJG on supplier, irrespective of the basis of the claims, expire after five years from the date of the occurrence of the claim. For claims arising from defects in delivered goods and / or services, the limitation period starts on the date of notification of the defect to the supplier. For claims arising from exceeding delivery terms, the limitation period starts on the agreed delivery date.

Article 12- Industrial Property Rights of third parties

- 12.1 The supplier guarantees delivered goods and/or services do not infringe on industrial property rights of third parties and supplier indemnifies DJG against all claims pursuant thereto on DJG.

Article 13 - Identification of goods

- 13.1 All identification-prescriptions listed in the contract or on the drawing lists must be strictly complied and applied clearly. In the event of non-compliance with this obligation, the supplier can be forced to perform this at the delivery address.

Article 14 Applicable law and choice of Court

- 14.1 Dutch law applies to the agreements to which these general purchase conditions apply, with the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).
- 14.2 Only the District Court of the Northern Netherlands, venue Leeuwarden, is competent to settle disputes between parties. A dispute arises as soon as it is seen as such by only one of the parties. Contrary to the foregoing, only DJG has the right to also settle a dispute by another judicial authority, which also includes arbitration.