

GENERAL DELIVERY AND PAYMENT TERMS FOR THE DUTCH ELECTROPLATING INDUSTRY

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Article 1.

after the invoice date, without which writings we are not under obligation to pay attention to these claims.

GENERAL

1. These general conditions apply to all our offers and agreements for delivery of objects, labour and/or services, except for changes which both parties expressly agree to in writing.
2. The general conditions of the principal do not apply, except in the event of and to the extent that these are accepted by us in writing.

Article 2.

QUOTATIONS

Our offers are free of obligation; we are only bound after we have accepted an order in writing or, in the case of non-written order confirmation, after a start has been made with execution of the work activities.

Article 3.

PRICE

1. Unless otherwise agreed in writing, our prices are calculated net for delivery ex factory.
2. The prices we quote are always based on at least the quantities stated by the demander. For orders involving smaller quantities than quoted in the offer-demand or in the quotation itself, we are not bound to the quoted price.
3. If, after the date of the offer, there is an increase in prices of raw materials, wages, fees, social security charges, energy, and other factors that determine cost price, we are entitled to raise the agreed prices accordingly. The foregoing also applies to increases in costs as a result of governmental measures.
4. When the objects supplied for treatment are not in accordance with that which was known to us at the time of our offer in regard to composition and/or surface quality, we are entitled to charge the principal for any cost overruns which result, this after informing the principal to this effect in advance.
5. If, during the treatment of objects, it appears that the agreed quality is not attainable and further execution is ended in consultation with the principal, we are then entitled to charge the costs incurred to the principal. The principal is not entitled to damages in any way in this matter.
6. The prices quoted by us are quoted in Dutch currency and do not include V.A.T.

Article 4.

CREDIT RESTRICTION SURCHARGE

The invoice amount is raised with a credit restriction surcharge. The surcharge percentage is stated on our quotations, price lists, etc. This surcharge does not have to be paid when the invoice is honoured within 30 days of the invoice date.

Article 5.

PAYMENT

1. All payments should be in our possession within 30 days after the invoice date. All payments should be made without any deduction or discount and without set-off.
2. When a term of payment is exceeded by longer than three working days, we are entitled to charge the debtor an interest identical to the then prevailing rate of discount of the Nederlandse Bank [Dutch National Bank], multiplied by 3% interest per year, as well as the costs as referred to in article 13. No advance reminder or notice of default is required.
3. We are entitled to request security for observation of the payment obligations; we are entitled to request security, partial or full payment in advance or to send only against payment on delivery.
4. Claims regarding calculated prices and other remarks regarding invoices should be sent to us in writing within 14 days

5. In the event of bankruptcy, death or other putting of the principal in guardianship, as well as in the event of an attachment or execution procedure on the whole or a part of his wealth or income or in the event of suspension of payments, and, finally, in the event of a receiver being appointed over him, the entire agreed price or, where appropriate, the remainder thereof shall be payable at once in its entirety.

Article 6.

PACKING

1. Any packing is provided by us in the best and most economical way, calculated at cost price and nonreturnable.
2. Special packing procedures prescribed by the principal can be executed, using packing material made available by the principal. The additional costs of the special packing procedures are charged by us to the principal.
3. The necessity for the use of packing is decided at our discretion.

Article 7.

DISPATCH

1. The transport of the objects to our factory and from our factory to the place of destination is at the expense and risk of the principal: the aforesaid also applies if the transport is provided by us. Included under transport are the on-loading and off-loading of the objects. The principal is held responsible for supervision and assistance in off-loading.
2. If the transport is undertaken by third parties, we shall, in case of any claims against the carrier reverting to us on account of damage or loss of the objects, transfer all claims that we could make against the carrier to the principal.

Article 8.

TIME OF DELIVERY, DELIVERY AND RISK TRANSITION

1. The agreed time of delivery is not binding on us, but shall be observed by us according to our ability and in the best of faith.
2. The time of delivery commences on the day on which we have confirmed the order in writing and all due data, aids and materials needed by us and the principal are in our possession. After the objects involved have left our factory, or when we have informed the principal in writing that the objects are ready for shipment, they are legally considered as delivered. Place of delivery is accordingly our factory, even if franco despatch has been agreed to. If delivery is made in batches, the separate batches are considered individually as delivered.
3. In the event that the order is changed, the time of delivery shall be adjusted accordingly.
4. In the event of and due to exceeding the time of delivery, for any reason whatever, the principal shall never be entitled to claims against us involving damages, dissolution of the agreement or non-compliance with any obligation, which might result for the principal from the agreement concluded with us.
5. In the event of exceeding the time of delivery due to force majeure, also included under force majeure are: all circumstances, independent of our will, both as already anticipated and unforeseen at the time of extending the order, through which production becomes erratic or even arrives at a complete standstill.
6. The objects are delivered "ex factory". With respect to the agreed time of delivery, they are considered to be legally delivered as soon as they stand ready for despatch in our factory and we have informed the principal to this effect.
7. As soon as the objects are considered as delivered in the sense of point 6, above, the principal bears the risk of the objects being lost and of all damage, direct or indirect, to or through these objects which might arise for the principal or for third parties. The principal indemnifies us against liability to third parties in this matter.

Article 9.

GUARANTEE AND CLAIMS

1. Taking into account the restrictions stipulated below, we guarantee that the surface workings executed by us are in accordance with the surface workings offered by us and/or agreed to with the principal.
2. Our guarantee is exclusively in regard to the good quality of the execution of the work activities completed by us.
3. Unless otherwise agreed in advance, a reject percentage of 3% is considered the norm concerning series and mass production orders. Determination of the reject percentage is made by comparison, on the one hand, of the total of the number of objects treated by us and, on the other, the total of the number reported as rejected by the principal and returned to us, both figures calculated over the same period.
4. Complaints on account of incomplete or improper delivery or claims on account of obvious defects must be reported to us in writing within 14 days after delivery of the objects, our guarantee obligation ceasing to be applicable upon failure to do so. This guarantee obligation also ceases to be applicable if the objects have undergone further treatment, assembly or installation.
5. If, however, a test or inspection has taken place in our factory or, where appropriate, on our company grounds, claims should be put in at the same time as the test or inspection at the latest.
6. The guarantee does not apply in those cases in which complaints by the principal are the result of not providing us, not providing us on time or not providing us fully with information that the principal is obliged to provide or which has been requested by us, and also does not apply in those cases in which the measuring instruments needed for maintaining the specified dimensions are not made available by the principal, not made available on time or not made available in full.
7. The guarantee also does not apply in those cases in which the basic material is qualitatively unsatisfactory to attain the final result desired by the principal through execution of the agreed work activities.
8. No incoming inspection is carried out by us. We are therefore in no way liable for imperfections that result from shortcomings in the material and/or components upon delivery, nor for the quantities and extent thereof.
9. The correctness of the treatment ordered is always at the expense and risk of the principal, unless the treatment asked for has been recommended by us in writing in advance. If the principal deviates from the recommendations made by us, the treatment also occurs at his own expense and risk.
10. If, with due consideration to that which is stated above and further on in the article, it is demonstrated by the principal that we have not executed our work activities in accordance with the quality standards offered by us and/or agreed with the principal, we shall then treat the objects again free of charge.
11. With regard to objects and materials delivered to us by sub-suppliers we are, with that which is stipulated above in this article remaining in full force, not held to any further guarantee than that which we have obtained from the aforesaid sub-suppliers.

Article 10.

RISK

1. By way of supplement to article 8.7, the damage to objects caused by destruction of the packing is also at the expense and risk of the principal.
2. If the objects are not taken (against payment) after lapse of the time of delivery, or are not able to be taken, the objects are put in storage at his disposal for a period of three months at the expense and risk of the principal.
3. If the principal, after being notified in writing, has not yet taken the objects after the lapse of the period referred to in point 2, we are then entitled to sell the objects or have them sold for and on behalf of the principal under the obligation to pay the proceeds realised to the principal, with deduction of the claim due to us, including storage costs, or to destroy the objects or have them destroyed, depending on the nature of the objects and the legal prescriptions which pertain to them. In the latter case, the costs of destruction (possibly as prescribed by the government) are at the expense of the principal.
4. If, in accordance with point 3, we wish to resort to sale or destruction of objects, these measures are not resorted to before having made the principal aware of our intentions in writing at least one week in advance.

Article 11.

LIABILITY

1. Taking into account the general rules of law in force in regard to public order, the satisfaction of the terms of our guarantee applies as only and all damage and any other claim for damage are excluded.
2. Based on the stipulation in point 1 of this article, we are not liable to payment of costs, damage and interests due, among other things, to personal accidents, damage to movable and immovable goods, the loss in added value of objects delivered as a consequence of these objects becoming wholly or partly unusable, or evidence of these objects being injurious to company interests whether caused directly or indirectly at the premises of the principal or third parties, unless the principal shows that such things are due to deliberate design or gross culpability on our part. In this connection only those subordinates who act according to our explicit instructions are given equal rights by us.
3. The principal is obliged to indemnify us against all costs, damage and interests, which might arise for us as a direct or indirect result of claims which, in connection with the agreement concluded between the principal and ourselves, third parties can make against us on account of occurrences, actions or negligence for which we are not liable in accordance with the above-mentioned points 1 and 2. Included under this indemnification are any infringement of patents, licences and brands of third parties, to the extent that these are related to the objects and materials supplied by us to the principal and/or treatment procedures prescribed by the principal.
4. It is known to the principal that the objects of third parties, which come under our keeping in connection with the execution of the ordered work, are not insured by us. With due regard to the aforesaid points 1 and 2, the principal is obliged to indemnify us against the claims of third parties in case of damage to or loss of these objects.

Article 12.

TOOLS

Tools and aids which we have made ourselves or have had made by third parties as being necessary for the execution of the order remain our property, even if the costs thereof are charged to the principal. The same applies to know-how, etc., which is developed by us, whether in cooperation with the principal or not.

Article 13.

NON-FULFILMENT AND CANCELLATION

1. In all cases of non-fulfilment on the part of the principal, the principal is obliged, above and beyond the lawful payment of damage, costs and interests, to payment of the reasonable costs incurred by us for legal aid, transport, appraisal and consultation with experts.
2. If the principal cancels the order, he is obliged to take over from us all equipment and raw materials, whether or not bought as payable in future, whether treated or processed or not, at cost, including wage costs. The principal is further obliged to indemnify us against claims resulting from the cancellation of the order.

Article 14.

APPLICABLE LAW AND ELECTION OF DOMICILE

1. With regard to all our agreements, only the Dutch court is competent and only Dutch law, current in Europe for the Kingdom of The Netherlands, applies.
2. Parties elect domicile in the place of residence or establishment of the agent.