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22 FEB 2005		
DOSS.NR	40407614	
DOCUMENT	Aly Voorn	

GENERAL CONDITIONS OF THE FEDERATION NRK

1. Definitions
 - 1.1 GTC: the subject general terms and conditions
 - 1.2 Agreement: every agreement of purchase and sale and/or contracting of work or other type of agreement that we enter into with a customer and all resulting and/or related agreements and/or obligations;
 - 1.3 Offer: every offer we make to a (potential) customer; We:
 - 1.4 member of the NAK Federation, who as such uses these conditions and acts as a seller, supplier and/or contractor in agreements and as a provider in offers;
 - 1.5 Customer: anyone who concludes an agreement with us as referred to in paragraph 1.2 or receives an offer from us as referred to in paragraph 1.3;
 - 1.6 Days: all calendar days;
 - 1.7 Complaints: all complaints from the customer about the quality or quantity of the delivered goods;
 - 1.8 Our warehouse: our company buildings and/or business premises and/or other places where we separate items to be delivered and prepare them for shipment.

2. Applicability
 - 2.1 These GTC apply to all agreements that we enter into. Furthermore, the GTC apply to all offers we make.
 - 2.2 Regardless of the time of referral, no other GTC, such as those of the customer, may apply to agreements with us and offers from us, unless we have expressly stated in writing to the customer that we agree to the applicability of those other GTC. This consent never means that the customer's terms and conditions also apply to other agreements between us and him.
 - 2.3 Provisions from these GTC do not apply if and insofar as mandatory legal regulations dictate otherwise. If a provision is void on this basis under certain circumstances, the arrangement most favorable to us will apply and all other provisions will remain unaffected power.
 - 2.4 Otherwise, the GTC may only be deviated from in a written statement signed by both parties.

3. Offers / creation
 - 3.1 Our offers are without obligation. If a term is stated in the offer, this term only serves to bind the customer. We may revoke our offer within 2 days of receipt of acceptance.

- 3.2 Except for the possibility of withdrawal given in paragraph 3.1, an agreement is concluded when we have received a timely, written acceptance from the customer that fully corresponds to the offer. To the extent that the customer accepts our offer with deviations of minor significance, these deviations do not form part of the agreement with us and an agreement is concluded in accordance with our offer.
- 3.3 An agreement is also concluded because we deliver the goods in accordance with the associated shipping note/invoice.
4. Prices
- 4.1 Unless a binding price has been agreed, the prices from our price list apply on the day of delivery.
- 4.2 Our prices are exclusive of VAT, other taxes and levies, transport costs and insurance costs.
- 4.3 We have the right to pass on reasonable cost increases. We will inform the customer in writing of this charge.
5. Delivery
- 5.1 Unless another method of delivery has been agreed, delivery will take place by separating the goods in our warehouse and preparing them for shipment and informing the customer thereof in writing.
- 5.2 The risk of the delivered goods remains with the customer after delivery.
- 5.3 If goods delivered by us cannot be transported to their destination due to circumstances beyond our control, we will store the goods at the expense and risk of the buyer.
- 5.4 We are free to choose the means of transport.
- 5.5 We have the right to deliver in parts.
- 5.6 We have the right to deliver cash on delivery.
- 5.7 Unless we have expressly and in writing guaranteed a specific delivery time, specified delivery times can never be regarded as deadlines. In the event of late delivery, the customer must give us written notice of default and grant us a reasonable period to still meet our delivery obligations, without the customer and/or third parties can assert any claim for compensation against us. This paragraph does not apply if there is a permanent or permanent shortcoming not attributable to us, as referred to in Article 6.
6. Force majeure
- 6.1 If we are unable to meet our obligations due to a permanent shortcoming not attributable to us, we have the right to terminate the agreement in whole or in part within a reasonable period by written notice without being liable for any compensation - and also compensation for any benefits received - owed to the customer.
- 6.2 Non-attributable shortcomings in paragraph 1 include: war, danger of war, riot, fire, factory disruption, strike, blockades, exclusion, traffic disruption, disruption in the delivery of raw materials/semi-finished products, illness of personnel, failure or sub-suppliers/contractors do not meet their obligations on time.

- 6.3 A shortcoming not attributable to us will be regarded as permanent if the relevant performance cannot be performed within 60 days after the circumstances arise.
- 6.4 If the performance can be performed within 60 days, the shortcoming is not permanent and neither we nor the customer can terminate the agreement. Our obligation to perform is suspended without us being obliged to pay any compensation for damages or benefits to the customer.

7. Security

We have the right at all times to demand security from the customer for the fulfillment of his obligations. If the customer refuses or fails to provide security within the deadline set by us, we have the right to terminate the agreement by written notice. To the extent that we have already delivered goods to the customer, the customer is obliged to return them to us within 5 days of the declaration. Furthermore, he is obliged to compensate us for all damage that we suffer as a result of his refusal or omission.

8. Payment

- 8.1 Payments must be made free of charge without any discount or settlement within 30 days after the invoice date, unless the customer wishes to settle liquid claims against us pursuant to a right vested in him under the law and we inform us of this in writing within 7 days of the date of our invoice. has communicated.
- 8.2 Payments must be made in the currency invoiced by us at our office or into one of our bank or giro accounts.
- 8.3 Payments always serve first to pay costs owed, then to pay interest and then to pay due and payable invoices in the order of their age, even if the customer indicates that his payment relates to other invoices and/or debts.
- 8.4 If the customer does not pay on time, he is in default without notice of default being required and he owes us interest of 1.5% on the invoice amount for each month or part thereof, by which the payment term of paragraph 8.1 is exceeded.
- 8.5 If the customer is in default for more than 15 days, we have the right to take collection measures. In that case, the customer must reimburse us for extrajudicial collection costs in accordance with the collection rate of the Dutch Bar Association with a minimum of € 150,-.
- 8.6 If the customer is in default with regard to any payment obligation towards us, he is also in default with regard to all claims we have on him. Paragraphs 8.4 and 8.5 apply accordingly.
- 8.7 In the event of liquidation, bankruptcy, suspension of payments or applicability of the statutory debt restructuring scheme, all obligations of the customer are immediately due and payable.

- 9 Retention of title / non-possessory lien
- 9.1 All goods delivered by us to the customer remain our property until the customer has settled all our claims under the purchase/contracting agreements with regard to these goods and the work performed on them, plus interest and costs, and all our other claims in connection with his failure to comply with the agreements.
- 9.2 If the customer creates a new item from items delivered by us that are subject to retention of title, he will act on our behalf during this formation and will hold the item for us. He only becomes the owner when the retention of title expires because all our claims have been paid
- 9.3 Insofar as we have other claims on the customer than those referred to in paragraph 9.1 and we have delivered goods to the customer that are not subject to retention of title, the customer establishes a non-possessory pledge on these goods in our favor as security for the fulfillment of his obligations. we accept this non-possessory pledge.
The customer will sign a deed establishing the right of pledge at our first request. He will guarantee that he is authorized to pledge the goods and that the goods are not subject to any pledge and/or limited rights, apart from our rights.
- 9.4 The customer has the right to collect all items under it to resell or process property subject to retention of title/non-possessory pledge in the normal manner in the normal course of its business.
- 9.5 If the buyer resells the goods, we may oblige him to establish an undisclosed pledge in our favor on his claim against the buyer arising from the sale.
- 9.6 The customer will treat the items referred to in this article with due care. He will insure the goods against all calamities on the basis of the invoice value. The buyer will provide us with the names and addresses of the insurers and copies of the policies at our first request. Furthermore, at our first request, the customer will, insofar as this has not already arisen by operation of law, establish an undisclosed lien in our favor on his related claims against the insurer.
- 9.7 Subject to the provisions of paragraph 9.4, the customer may not pledge the items referred to in this article to third parties or in any other way relinquish, transfer or limit legal or actual power of disposal to them to our detriment.
10. Quality and advertisements
- 10.1 The customer will count, measure, weigh and check the goods for visible and easily detectable invisible defects immediately after delivery, before storing or using them. Once items have been put into use, they are deemed to comply with the agreement, unless the item appears to have an invisible defect that cannot be easily detected.
- 10.2 Goods can only be returned to us if we have agreed in writing to this and to the method of shipment. The goods remain at the risk of the buyer.
- 10.3 Complaints can never suspend the customer's payment obligations.

- 10.4 The customer must notify us in writing of complaints regarding the delivered goods within the agreed warranty period and within 8 days after the customer has discovered or should have discovered the defect. The complaint must be described clearly and as accurately as possible.
- 10.5 unless otherwise agreed, any right of action shall lapse (warranty) from the customer towards us, relating to the notification that the item does not comply with the agreement, if:
- the aforementioned period for notification has not been observed;
 - the customer does not cooperate/insufficiently cooperates within a reasonable period regarding an investigation into the validity of the complaints;
 - the customer has used or maintained the goods incorrectly, improperly or abnormally and whether there is normal wear and tear;
 - the customer himself or a third party has made changes after accepting the delivery;
 - the complaints are first expressed after a period of more than six months has passed since delivery.
11. Limitation of liability / Product liability risk
- 11.1 When executing the agreement, we will use all reasonable care and skill that can be expected of us. We are not liable for damage of any nature whatsoever because we relied on incorrect and/or incomplete information provided by the customer, unless we should have been aware of this incorrectness or incompleteness.
- 11.2 We are not liable for any direct or indirect damage suffered by the customer or third party(s), including consequential damage, that is related to a shortcoming by us or persons engaged by us in the performance of the agreement, unless there is an intent and/or gross negligence.
- 11.3 if, taking into account the foregoing, we can be held liable, this liability is limited to the insured amount that qualifies for payment under our (company) liability insurance. if the damage is not covered by the insurance or the insurer does not pay out in any case, our liability is limited to a maximum of twice the invoice amount of the relevant agreement, at all times with a maximum of € 50,000.
- 11.4 if the customer resells goods delivered by us or forms new goods from goods delivered by us and resells them, he is obliged to take out adequate insurance against the product liability risk of Article 6:185 of the Dutch Civil Code. At our first request he will provide us with a copy of submit the relevant policy.
- 11.5 The customer indemnifies us against all claims from third parties for which we are not liable under the foregoing.

12. Dissolution, cancellation of the agreement
- 12.1 In all cases in which we terminate an agreement with the customer by means of a written statement, the customer is obliged to compensate us for all damage, costs and loss of profit and to return items already delivered by us to us. The items remain at the buyer's risk until we have received and approved them. The obligation to compensate damage and loss of profit does not apply if we have terminated the agreement on the basis of the provisions of Article 6 due to a permanent shortcoming not attributable to us.
- 12.2 Interim termination (cancellation) of the agreement by the customer can only take place if we wish to cooperate with this interim termination and as long as the required items are not on order and production has not started;
- 12.3 If the agreement is terminated prematurely by the customer, the customer is liable, unless otherwise stated, to pay a lump sum compensation of 30% of the agreed price, in addition to payment of the costs already incurred and work carried out, without prejudice to our right to claim full compensation. progress.
13. Governing Law
All agreements concluded with us or obligations arising therefrom are subject to Dutch law and Dutch private international law, excluding the applicability of the Vienna Sales Convention of 1980 ("Convention on the International Sale of Goods 1980").
14. Place of performance
The agreements are deemed to have been executed in our place of business.
15. Disputes
- 15.1 The customer and we strive to resolve disputes amicably. To this end, the parties undertake an obligation to each other to resolve any dispute between them through mediation in accordance with the most recently applicable mediation regulations of the Dutch Mediation Institute Foundation, established in Rotterdam.
- 15.2 The parties will jointly appoint an NML-certified mediator if they have a dispute as a result of the agreement and/or obligations arising from it.
- 15.3 If the mediation pursuant to paragraph 1 does not lead to a (complete) solution of the disputes between the parties, or the parties cannot agree on the appointment of a joint mediator pursuant to paragraph 2, the most willing party is authorized to submit the dispute to a judge. The judge in the district of our place of business has jurisdiction (remaining) dispute.
16. Evidence
- 16.1 With regard to the financial scope of the reciprocal obligations under agreements concluded with us, our administrative data are decisive - unless proof to the contrary is made by all means.

- 16.2 Unless the contrary is proven by all means, the quantities, sizes and weights stated on the invoice, waybill and/or packing slip are deemed to be correct between the customer and us.
17. Change
We are entitled to change these GTC. The amended provisions) take effect (come) into force on the date indicated in the amendment decision. The customers known to us at the time of the change will notify wrj of the change in writing.
18. Entry into force
These GTC come into effect from
Zij zijn onder nr gedeponerd bij de Kamer van Koophandel te 's Gravenhage.