

## **General terms and conditions Baland International BV – 14<sup>th</sup> of June 2004**

The following terms have been deposited at the Chamber of Commerce and apply to any sale and delivery of goods to clients. Deviations from these terms and conditions only apply if confirmed by us in writing.

### Offers

Although we will always try to maintain the specified delivery time, we cannot guarantee this. In case of exceedance of the delivery period, we are never obliged to compensate for our damage to our clients.

Unless otherwise stated all prices exclude VAT.

### Payments

All our invoices are payable:

1. Within 8 days after invoice date with 1% discount, unless stated otherwise.
2. Debt comparison is not permitted, unless expressly agreed otherwise. Any credit notes sent to our client should always be reduced by the payment discount, which was found on the original invoice. If the payment period is exceeded, we are entitled to increase the amount due with 1% interest per month.

If, after summation, our client remains in default, we can transfer our claims for collection, which takes over our claim process.

All additional costs such as collection, legal and other collection costs, including the costs of the counsellor, are for the account of the buyer.

### Ownership transition

The goods remain after the delivery to the address of the buyer, respectively to the address given by him, our possession, as long as they are not fully paid by the buyer, but after delivery, they are entirely at the expense of the client.

### Delivery terms

Within the framework of the delivery date stated on our quotations and orders, the delivery date is the date of shipment from our warehouse.

### Advertising

Advertisements must be notified to us within 8 days after receiving the goods by registered letter. At the end of the aforementioned period, all rights to advertising will expire.

### Cancellation

In case of unlawful cancellation of an order by our clients, we are entitled to charge 10% of the order amount to our client.

### Disputes

All disputes, of any kind, between us and our clients can only be brought before the competent court in Amsterdam. Dutch law applies to all transactions.