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## **General sales, delivery and payment conditions**

1. These general conditions apply to all offers and order confirmations etc, with the exception of any special conditions stated on the rear of the invoice or the purchase order and signed by the purchaser. By accepting an offer or placing an order the purchaser expressly accepts the general conditions, notwithstanding any changes agreed in writing. The purchaser expressly acknowledges that it renounces its own conditions.
2. All prices are calculated on the basis of the day prices on the day of delivery notwithstanding other explicit agreements between parties. By placing an order the purchaser accepts the right of the vendor to increase the agree price if the prices of wages, social security and suchlike have been increased since the date of agreement. The purchaser will be notified of these price increases, which are binding.
3. The delivery terms are only indicative. A delay cannot give rise to compensation or the total or partial annulment of the contract or order.
4. Complaints with regard to a delivery must reach us by registered letter within eight days of delivery and always before the goods are used or resold. Filing of a complaint does in no way whatsoever give the purchaser the right to suspend payment.
5. Any protest against any invoice must be submitted by registered letter within eight days of the date of invoice. In doing so the invoice date and number must always be stated.
6. Unless otherwise agreed, all invoices are payable in cash in the place of the registered office of EUROGRAVIS NEDERLAND.
7. In the event of non-payment of an invoice within the term set, delay interest of 12% of the invoice amount per year is payable from the due date, lawfully and without advance

notice of default. A fixed compensation of 10% of the invoice amount or a minimum charge of 49.59 euros is also payable, without advance notice of default.

8. In the event of the cancellation of the order the purchaser is also obliged to pay compensation equal to the total amount of the order without prejudice to the possibility the purchaser has to claim a high sum in compensation.
9. The goods remain the property of the purchaser until the full payment and settlement of all obligations arising from the sales agreement. The purchaser is not permitted to transfer the goods to a third party before payment without the knowledge of the vendor. The risk is transferred to the purchaser at the moment the contract is entered into.
10. Orders and offers accepted by our representative are binding only after our written confirmation. Our representatives have no authority to allow derogations, unless explicitly agreed in writing by a director or his authorized representative.
11. If the purchaser fails to collect the goods on the date stated by it, we retain the right to consider the agreement annulled, lawfully and without advance notice of default, after fifteen days and without any obligation to indemnify the purchaser. Storage of the goods in expectation of delivery or collection will be charged to and at the risk of the purchaser.
12. If we are unable to execute the agreement due to an act of god, a strike or a lockout, etc, we retain the right to end the agreement or adapt it to the circumstances without any compensation being claimable.
13. We also retain the right to consider the agreement annulled, lawfully and without advance notice of default in the event of the bankruptcy, apparent inability or any other change in the legal situation of the purchaser.
14. Our indemnification obligation with regard to faults in the goods delivered does not extend beyond the indemnification obligation of our suppliers.
15. Expenses related to unpaid bills and cheques as well as other collection charges are not included in this fixed compensation and will be charged to the purchaser separately.
16. If we undertake to provide services or carry out work the purchaser must pay one-third of the costs upon signing the purchase order, one-third upon commencement of the service or work, and one-third upon delivery. In the event of non-compliance with this payment schedule the entire sum will be due and payable immediately.
17. In the event of non-payment we retain the right to suspend all outstanding supplies, work and services.
18. In the event of non-payment we retain the right to consider the agreement annulled, lawfully and without advance notice of default, in whole or with respect to the outstanding part.
19. All goods are sent at the risk of the purchaser. The cost of transport is payable by the purchaser, unless otherwise agreed.
20. We do not acknowledge the purchasing conditions of the purchaser. Our general sales conditions are exclusively applicable.
21. All disputes with regard to the agreement entered into are governed by Dutch law and the only courts competent to take cognisance of these disputes are those in the place in which the vendor has its registered office. A deviation from this regulation is only possible with the explicit agreement of both parties.
22. In case of bringing a warranty claim or return of warranty parts will be controlled by the part Eurogravis and tested for possible defects and there will be determined after the inspection and testing of the component or it is under warranty claim.

Warranty applies only to the purchased item at Eurogravis and not on any additional costs such as work and / or parts relate to - expansion.

The buyer cannot derive any right to a guarantee for damages of whatever nature except insofar Eurogravis under the law or the applicable Terms and Conditions for this purpose was held.

On the right relations between the buyer and Eurogravis exclusively Dutch law.