

Gedeponeerd op 14 april 2021 bij de Kamer van Koophandel te Lelystad onder nummer 39063428

Article 1: Definitions

- 1.1. User: A.S.F. Fischer BV and its legal successors.
- 1.2. Customer: natural and legal persons who conclude an agreement with A.S.F. Fischer BV.

Article 2: General

- 2.1. These conditions apply to all offers and agreements between the user and the customer, unless this is explicitly deviated from in writing.
- 2.2. The user explicitly rejects the applicability of any conditions from the customer.
- 2.3. If any condition becomes fully or partly void or invalid, the remaining conditions remain in full force. The user will then work with the customer to replace the void or voided condition by a new condition. The new condition is drawn up according to the purpose and intent of the condition to be replaced.
- 2.4. These conditions also apply to agreements whereby user uses third parties for implementation.
- 2.5. In case of lack of clarity concerning a condition, it must be interpreted in the spirit of these terms and conditions. This explanation is also used when a situation arises that is not covered in these conditions.
- 2.6. The user can, to the benefit of the customer, deviate from these conditions or implement them in a different manner. However, this does not mean that these conditions do not apply. The user reserves the right to require compliance with these conditions.

Article 3: Offer

- 3.1. The offer is non-binding and valid for 7 days following the date of the offer.
- 3.2. If the customer has not accepted the offer in writing within the time limit, the offer expires and the user is entitled to amend the offer or withdraw it.
- 3.3. The user has the right to amend an offer or withdraw when it is based on inaccurate or incomplete information provided by the customer.

Article 4: Agreement

- 4.1. The agreement is entered into digitally or in writing and for an indefinite period, unless the nature or content of the agreement dictates otherwise.
- 4.2. The agreement sets out the products to be delivered and includes the agreed price. When it appears the agreement is not sufficient, or if one of the parties wishes to amend the agreement, this can be done in mutual agreement. The agreed price may possibly be changed. The change is agreed digital or in writing.
- 4.3. When dividing the agreement into separate parts, the user can choose to do invoicing separately. The user can suspend parts of the agreement if he wishes payment for the previous part.
- 4.4. The user has the right to amend the agreement or withdraw when the agreement is based on inaccurate or incomplete information provided by the customer. The user can suspend the agreement or charge extra when the customer does not provide the required information in a timely, inaccurate or incomplete manner.
- 4.5. The user may terminate or modify the agreement at any time with a notice period of one month. The user may terminate or modify the agreement at any time without prior notice if there are circumstances that prevent the execution of the agreement or in case the unaltered maintenance of the agreement cannot be demanded from the user. The customer cannot make interim changes or terminate the agreement.
- 4.6. At the discretion of the user, the agreement may be fully or partially carried out by a third party.
- 4.7. The user may suspend or terminate the agreement with immediate effect if the customer fails to, or in a timely manner, comply with the obligations in the agreement or these conditions or the user has a well-founded fear that this will occur and this default justifies suspension or termination. In this case, the user has no obligation to pay damages or compensation, while the customer is obliged to do so because of breach of contract.
- 4.8. The user has the right to terminate the agreement without further notice with immediate effect if the customer requests suspension of payment, is granted a suspension of payments, in case of filing bankruptcy or applying for a debt rescheduling arrangement, is declared bankrupt or the debt rescheduling scheme is pronounced or his company is liquidated.

Article 5: Amendment of conditions

- 5.1. The user reserves the right to change these conditions. The amended conditions take effect when they are disclosed to the customer.
- 5.2. The customer reserves the right to terminate the agreement within two weeks after the amended conditions have been made known to him.
- 5.3. If the customer does not respond within two weeks to the communication, the user is entitled to assume that the customer has accepted the amended conditions.

Article 6: Terms and delivery

- 6.1. An agreed period only starts after any materials and information have been provided by the customer. If applicable, a period only starts after payment of an agreed advance.
- 6.2. The user does his utmost best to comply with the agreed periods, which are included in the agreement. The user will not be in default if they exceed the agreed periods.
- 6.3. The customer may only cancel the agreement, refuse to purchase products or refuse to pay, after he has notified the user in writing to be in default and has given the user a reasonable period to still comply with the implementation of the agreement.
- 6.4. Delivery takes place ex works (EXW) in accordance with the applicable Incoterms. The delivery may be made in phases.
- 6.5. The customer will be obliged to take the delivery of the goods the moment they are made available to them. If the customer refuses to take the delivery or fails to provide information or instructions necessary for the delivery, the user will be entitled to store the goods at the customer's expense and risk.

Article 7: Prices and payment

- 7.1. The agreed prices are exclusive of VAT. The agreed prices are exclusive of turnover tax and additional costs, including transport costs, insurance, costs of packaging, costs of quality control, import duties, government and other public levies and any other fees, unless agreed otherwise.
- 7.2. Payment must be made within 14 days after the invoice date at a bank account designated by the user in the currency invoiced.
- 7.3. Objections to the invoice must be notified in writing to the user within 14 days of the date of the invoice.
- 7.4. The customer is legally in default if he fails to pay within the payment period. The customer owes the statutory interest on the outstanding amount from the date of default until the date of full payment.
- 7.5. If the customer remains in default, all reasonable extrajudicial and customary legal costs related to the recovery, are charged to the customer. Statutory interest on these costs is also charged.
- 7.6. Payments by the customer will first cover the costs of recovery, then the payment of all interest and finally the payment of the principal amount, even when the customer specifies otherwise upon payment.
- 7.7. Without the consent of the user, the customer is never entitled to settle a debt of the user with an invoice. Objections raised by the customer against the products or the amount of the invoice do not suspend the payment obligations. The customer also may not suspend payment for other reasons, unless he can rely on one of the articles under Section 6.5.3. of Book 6 of the Dutch Civil Code.
- 7.8. The user is entitled to have the customer pay a deposit. The customer is required to complement this deposit if the user considers it desirable.

Article 8: Research and defaults

- 8.1. Once the goods are available for the customer, the customer must examine if the delivered goods correspond to what was agreed in advance. The customer is obliged to inform the user in writing within 7 days of visible defects. Non-visible defects must be reported to the user in writing within 7 days following their discovery and no later than 6 months following delivery.
- 8.2. The customer has no right to repair, replacement or compensation if defects are not reported in a timely and appropriate manner to the user.
- 8.3. The user has the right to investigate the report. Any (research) costs concerning an unfounded report are borne by the customer.
- 8.4. The user can choose to replace, repair, or reimburse the delivered goods.

Article 9: Retaining ownership

- 9.1. The user retains ownership of all goods delivered to the customer until the customer has fulfilled all obligations under the agreement. The customer has no right to sell the goods, exchange, give away, pledge, encumber, etc. as long as the user retains ownership.
- 9.2. The customer notifies the user when third parties seize the goods delivered, or wish to establish or exercise rights. Any damage to the goods comes at the risk of the buyer. The customer is obliged to take out insurance covering the risks so that he can compensate this loss. The customer does everything he can to prevent or limit damage.
- 9.3. The user reserves the right to take back the delivered goods and thereby enter the premises of the customer or third parties involved by the customer.

Article 10: Transport and packaging

- 10.1. If transport by the user has been agreed, the manner of transport will be determined by the user. The customer will be charged for the transport.

- 10.2. If the customer has specific wishes in connection with the transport, any additional costs will be charged to the customer.
- 10.3. The customer is obliged to ensure that there is a sufficient and easily accessible loading and unloading place to promote the shortest possible waiting time. Transporting or moving the goods within the customer's premises or on their property is not included.
- 10.4. The user will be entitled to charge the customer an agreed user fee for reusable packaging and other durable material, which will be stated separately on the invoice.

Article 11: Guarantee

- 11.1. The goods to be delivered by the user will meet the usual requirements and standards that may reasonably be imposed on them at the time of delivery and for which they are intended in the event of normal use in the Netherlands. In the event of use outside the Netherlands, the customer must verify that the goods are suitable for use there and meet the established conditions. In that case the user can set other guarantees and other conditions with respect to the goods to be delivered.
- 11.2. If the delivery concerns a good produced by a third party, the guarantee is limited to the producer's guarantee.
- 11.3. Any form of guarantee will lapse if a defect originated as a result of or arising from injudicious or improper use thereof, (weather) influences from outside, incorrect storage or maintenance thereof by the customer or by third parties if, without user's written consent, the customer or third parties have introduced changes or tried to introduce changes to the good, attached other goods to it that should not have been attached or if the good was processed or treated in a way other than prescribed.
- 11.4. In the event of guarantee work, the user will be entitled to pass on the costs of travel, accommodation, transport and testing.
- 11.5. Consumables are not covered by the guarantee.

Article 12: Cancellation

- 12.1. If, after an agreement has been concluded with the user, the customer wishes to cancel it before delivery, 10% of the agreed order price including VAT will be charged to customer as cancellation costs, unless agreed otherwise, all this without prejudice to customer's right to full damages, including loss of profit.
- 12.2. If the customer cancels an order placed entirely or partially then, in addition to the previous paragraph, the customer will be charged in full for the goods ordered or prepared, plus any delivery costs thereof and the working time reserved for the execution of the agreement.
- 12.3. If, upon cancellation, the customer refuses to take delivery of the goods already purchased by the user, such as materials and raw materials, whether or not processed, the customer will be obliged to pay the user all resulting costs.
- 12.4. Cancellation has to take place by registered letter.

Article 13: Liability

- 13.1. Should the user be liable for any damages, the user's liability is limited to the direct damages. The user's liability is limited to the invoice value of the agreement, at least to that part of the agreement to which the liability relates. The user's liability is in any case limited to the sum for which the user is assured.
- 13.2. The user is never liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption. The user is also never liable for damage caused because the user assumed incorrect or incomplete information provided by the customer. The user is not liable for damage incurred during transport or shipping.
- 13.3. Direct damage is exclusively: the reasonable costs incurred to determine the cause and extent of the damage, the reasonable costs incurred to still implement the agreement correctly and reasonable costs to prevent or limit the damage. These costs only fall under the direct damage if it is found that the damage is attributable to the user.
- 13.4. The limitation of the user's liability is only valid if there is no damage as a direct result of intent or gross negligence by the user, one of his subordinates or third parties.
- 13.5. If the user can not or does not properly fulfill the agreement at the hands of the customer, the customer is held responsible for all direct and indirect damage on the part of the user.
- 13.6. The customer indemnifies the user against any claims of third parties suffering damage in connection with the execution of the agreement and of which the cause can be attributed to another than the user. If for this reason the user is addressed by third parties, the customer is obliged to assist the user both outside and in law and immediately do for him which can be expected in that case. Should the customer fail to undertake adequate measures, the user is, without notice, entitled to undertake these measures. All costs and damages that result on the part of the user and third parties are for the account and risk of the customer.

Article 14: Intellectual Property

- 14.1. User retains all intellectual property rights.
- 14.2. The user may use all the knowledge that he obtains through the execution of the agreement for other purposes, except for confidential data of the customer.

Article 15: Force majeure

- 15.1. In case of force majeure, user obligations arising from the agreement concluded with the customer, are suspended. The user notifies the customer as soon as possible of the force majeure situation.
- 15.2. Force majeure means, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, which the user cannot influence and whereby the user is unable to meet his obligations. This could include, among other things: strikes, technical complications, illness of deployed personnel, governmental measures, failures, etc...
- 15.3. The user has the right to suspend his obligations during a force majeure. The user has no obligation to pay any damages as a result of the force majeure.
- 15.4. The parties have the right to terminate the agreement if the force majeure lasts longer than 60 days. The parties have no obligation to pay any damages as a result of the termination.
- 15.5. If the user has already partially fulfilled or can still meet the agreement and the section is of independent value, the user is entitled to invoice this separately. There will be a separate agreement; the customer is therefore obliged to pay this invoice.

Article 16: Applicable law and disputes

- 16.1. To all legal relationships whereby the user is party, Dutch law is exclusively applicable, also if an agreement wholly or partly executed abroad or if the party involved in the legal relationship resides there.
- 16.2. The court in the location of the user is exclusively competent to take note of any disputes, unless the law requires otherwise. Nevertheless, the user has the right to submit the dispute to the legally competent court.
- 16.3. The parties will first appeal to the courts after they have done their utmost to settle a dispute in mutual consultation.

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