

Terms and conditions

Article 1

All our offers, price lists and other publications are not binding, unless the contrary have been emphatically provided in writing. These terms are part of every contract or agreement by us with a buyer, and these are applicable to all completed orders under such agreement. No stipulations, conditions or whatever usage of buyers are part of the agreements made with us, and such stipulations, conditions or usage do not bind us in any way as such, unless we accepted these explicitly and in writing. In case of contrariety of these conditions with those of a buyer, our conditions prevail, unless we have confirmed to the buyer in writing that his conditions will prevail.

Article 2

Our sales and deliveries are at current fixed prices. All mentioned prices hold, unless otherwise has been agreed in writing, excluding sales tax and ex works (from the warehouse in Dalftsens). For packing materials, like cases, crates, containers, pallets and such which are not meant for use only once, a deposit may be charged. When returned, providing the described packing material is still in good condition, the charged deposit will be credited or settled. All rises in prices, caused by changes in exchange rates, upward thrust by ancillary suppliers, administrative measures by the government, or by any cause out of our hands, can be charged by us to the buyer. We reserve the right to apply additional charges on our invoices, on account of credit control.

Article 3

Net payment of our invoices need to be paid within 14 days. In case of late payments we are entitled to charge interest on top of the amount of the invoice, or on our eventually unpaid account, of 1.5% per month, while part of a month will be considered as a whole month, with a minimum of € 5,00 monthly. Should a buyer after dun still fail to pay, or should before or during delivery of the goods a doubt arise about the solvency of the buyer, we will maintain the right to demand extra warrants, and suspend further deliveries, until in our opinion sufficient warrants have been given. If and such is only subject to our judgment no such warrants are provided, we are entitled to hold further orders or agreements, and/or consider these to be dissolved, without prejudice to our compensation claims. Delay in eventual further deliveries and/or results of above-mentioned actions will be completely charged to the buyer at his risk. In default of payment by the buyer the judicial as well as non-judicial cost will be charged to buyer. The non-judicial cost will amount to 15% of the original amount(s) plus interest, excluding sales tax, with a minimum of € 50,00 excluding sales tax. If we feel it necessary to file buyers petition in bankruptcy, he will be charged with the cost of such a petition as well. We maintain the right, when the term of payment has been exceeded, to fill future orders only on terms of cash on delivery. In case of dispute, EC law will prevail

in court.

Article 4

Apart from the risk of a buyer, considering delivered goods, we maintain our right of ownership of such goods, until purchase money and interests and extra costs, if any, has/have been paid by the buyer. The same applies if a purchase/invoice amount has been booked in a current account or a credit balance. In such case our right of ownership will be secured in regard of our claims to the balance, contingently added with interest and costs.

Article 5

In case of force majeure, meaning a circumstance which is out of our control, nor is within reasonable control, and subsequently makes it impossible to deliver any ordered or purchased goods, we will be released from our obligations considering the agreement(s) made with the buyer. In such case buyer cannot demand any compensation of damages from us whatsoever. In case of temporary force majeure, we maintain the right to extend time of delivery on the expected delay of the temporary suspended delivery because of force majeure. In such case we will inform the buyer about the delay because of a force majeure in writing or by phone. We are not legally bound to buyers and therefore further reserve the right to cancel any orders at any time.

Article 6

All times of delivery are indicated approximately, and are valid only when all details about the delivery will be known. Delivery of an order by us may be carried out in part, depending on readiness or availability of goods. In such case the invoices sent by us together with those separate deliveries are to be paid by the buyer as stated in article 3. Times of delivery will be kept as much as possible, but a buyer will not have the right of refusal of goods, refusal of payment of the purchased amount or compensation, when these times are being exceeded. All reclamations concerning the delivered goods are to be submitted within 2 days after receipt of the goods. After this period no such reclamations will be accepted. Goods delivered by us may only be returned after our explicit approval. Returned goods will only be accepted at our door when shipped post-paid. Any reclamation does not suspend the obligation of payment.

Article 7

If a buyer wishes purchased goods to be delivered at buyers request, this does not relieve him from his obligation of payment before due date, and invoices will have to be paid accordingly. Goods not yet delivered, waiting at buyers request, will be held in our storehouses on the buyers account and risk, unless otherwise has been agreed in writing.

Article 8

We guarantee the good quality of our products. If, and as far as, guaranteed, this guarantee will consist of the guarantee given by the supplier of the product. We do not give any other

guarantees than what is legally stipulated. If for whatever reason we are liable for (product) damage, a buyer will at best have the right to a legal damage compensation. We are never liable for indirect or follow-up damages, nor loss of sales and/or loss of product.

Article 9

If we deliver ordered goods to a client on approval, or in consignment, this client will be held completely responsible for such delivered goods, even when exposing or exhibiting those goods. Any depreciation because of damaging or otherwise to goods delivered on approval or in consignment will be charged to clients account.

Article 10

Only and exclusively the Dutch right is applicable to all our offers, bargains and agreements. All disputes between us and buyers will exclusively be judged by the Civil Judge of the Netherlands. These terms have been registered at the Chamber of Commerce at Zwolle, the Netherlands.

Article 11

Important note!

With regard to all statements in this catalogue which claim certain effects that may result from use of the products advertised, we hereby expressly indicate that these statements or claims of effects are in no way scientifically based; rather, these statements and claims should be understood simply as hints or suggestions for the usage of these products in their traditional sense.

Additional disclaimers

Promise of Salvation

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Other

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Dalfsen, November 16, 2017

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