DELIVERY CONDITIONS

CFT BV
Stoomloggerweg11
with its registered office and principal place of business in Vlaardingen
hereinafter called: the user

Article 1. Definitions
1. In these standard terms the following words are to be used in the following senses:

user: the user of the standard terms;
non-consumer: a client who acts in the operation of a business or the practice of a profession;
purchaser: a non-consumer.

Article 2. Applicability of these terms
1. These terms apply to every offer and every agreement between the user and a purchaser to which the user has declared these terms to be applicable insofar as the parties do not make any express departure from these terms in writing.

2. The present terms are also applicable to all agreements with the user in the execution of which third parties must be involved.

Article 3. Offers
1. Offers by the user are made without obligation and lapse no later than 30 days after offer date.

2. In departure from that stipulated in section 6:225 paragraph 2 of the Netherlands Civil Code the user is not obliged to comply with any departures from the user's offer that might appear in the acceptance by the potential purchaser.

3. Delivery times stated in the user's offers and other stated dates and times for services to be performed by the user are global and purely informative; exceeding them does not entitle the potential purchaser to claim compensation or to dissolve the agreement.

4. The prices indicated by the user are, unless otherwise stated, based on execution during normal working hours and are exclusive of packing, delivery and installation costs, VAT and other official taxes, dues and levies.

5. In the case of a composite quotation the user is not obliged to deliver a part of the goods included in the offer at a corresponding portion of the indicated price nor does the user’s offer automatically apply to repeat or supplementary orders.

6. The user is only bound to his offer if the potential purchaser confirms acceptance of it within 30 days. The prices stated in the offer are exclusive of VAT unless otherwise stated.

Article 4. Delivery
1. Unless otherwise agreed, delivery is ex-factory. Our standard incoterm is DAP. If one of the 'Incoterms' has been agreed as a delivery condition the Incoterms applicable at the moment the agreement is concluded will apply.

2. The purchaser is obliged to accept the purchased goods at the moment at which these are delivered to him or at the moment at which these are made available to him in accordance with the agreement.

3. If the purchaser refuses acceptance or is negligent in providing information or instructions necessary for the delivery, the goods will be stored at the purchaser's risk. The purchaser will in that case be liable to pay all supplementary costs including, in every case, storage costs.

Article 5. Delivery time
1. Delivery times indicated by the user are only approximate and must never be regarded as deadlines.

2. In the event of overdue delivery the purchaser must therefore put the user in default in writing and give the user a reasonable period within which still to comply.

3. The delivery time indicated by the user only begins after all the necessary data is in his possession.

Article 6. Part-deliveries
The user is permitted to deliver purchased goods in parts. This does not apply if a part-delivery does not have an independent value. If the goods are delivered in parts the user is entitled to invoice each part separately.

Article 7. Technical requirements, etc.
1. If goods to be delivered in The Netherlands have to be used outside The Netherlands the user is not responsible for the goods to be delivered meeting the technical requirements, standards and/or regulations which are laid down by the laws or other provisions of the country where the goods have to be used. This does not apply if, at the time the agreement is concluded, the fact that the goods will be used outside The Netherlands is mentioned accompanied by a statement of all the necessary information and specifications.

2. All other technical requirements which the purchaser imposes on the goods to be delivered and which deviate from the normally applicable requirements must be expressly stated by the purchaser at the time the purchase agreement is concluded.

Article 8. Samples, models and examples
If the user has shown or provided a model, sample or example this will only be assumed to have been shown or provided by way of indication: the qualities of the goods to be delivered can deviate from the sample, model or example unless it has been expressly stated that delivery would be made in conformity with the sample, model or example shown or provided.

Article 9. Dissolution of the agreement
1. An agreement between the user and a purchaser can be dissolved immediately in the following cases:
if, after concluding the agreement, circumstances come to the attention of the user which give the user reason to fear that the purchaser will not comply with his obligations; if the user has asked the purchaser to lodge security for compliance at the time the agreement was concluded and this security is not forthcoming or is insufficient despite a warning being issued.
In the stated cases the user is authorized to suspend further execution of the agreement or to proceed to dissolution of the agreement, this without prejudice to the user's right to claim compensation.

2. If circumstances arise relating to persons and/or materials which the user uses or is accustomed to using which are of such a nature that the execution of the agreement becomes impossible or so onerous and/or unreasonably expensive that compliance with the agreement can no longer be reasonably demanded then the user is entitled to dissolve the agreement.

Article 10. Warranty
1. The user guarantees that the goods he delivers are free of design, material and manufacturing faults for a period of three months after delivery.

2. If the article displays a design, material or manufacturing fault the purchaser has the right to have the article repaired.
The user can choose to replace the article if repair is difficult or impossible. The purchaser is only entitled to a replacement if repair of the article is impossible.

3. The warranty does not apply if the damage is the result of an incorrect handling or operation or a failure to follow instructions.

4. By an incorrect handling or operation is to be understood inter alia: incorrect storage conditions; improper use.

5. If the warranty relates to a product that has been produced by a third party the warranty is limited to the warranty issued by the producer of that product.

Article 11. Retention of title
1. All goods supplied by the user remain the property of the user until the purchaser has complied with all the subsequent obligations arising from all purchase agreements concluded with the user.

2. Goods supplied by the user which fall under the retention of title by virtue of paragraph 1 may only be resold in the context of a normal conduct of business and may never be used as a means of payment.

3. The purchaser is not entitled to pledge the goods falling under the retention of title or to encumber them in any other way.

4. The purchaser now for then unconditionally and irrevocably grants permission to the user or a third party to be appointed

by the user, in all cases in which the user wishes to exercise his proprietary rights, to enter all those places where the user's property is to be found and to remove it.

5. If third parties attach or seize the goods which are delivered under retention of title or wish to establish or assert any rights to them the purchaser is obliged to inform the user of that fact as quickly as may reasonably be expected.

6. The purchaser undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to allow inspection of the insurance policy at first request.

Article 12. Defects; deadlines for submitting complaints

1. The purchaser must examine the purchased goods (or have them examined) on delivery or as soon as possible thereafter. In doing so the purchaser must check whether the delivery corresponds to the agreement, namely:
whether the correct goods have been delivered;
whether the delivered goods correspond to that which has been agreed as regards quantity (e.g. the volume and number);
whether the delivered goods meet the agreed quality requirements or, if there are no quality requirements, the requirements that may be laid down for normal use and/or commercial purposes.

2. If visible defects or deficiencies are detected then the purchaser must report these to the user in writing within 3 days of delivery.

3. The purchaser must report invisible defects to the user in writing within 3 days of discovery but no later than within 3 months of delivery.

4. Even if the other party complains in good time his obligation to payment and acceptance of orders made remains unaffected.

5. Goods can only be returned to the user after prior written permission has been given.

Article 13. Price/Price increase

1. Unless expressly stated otherwise the prices issued by us are:
- in euros
- exclusive of Dutch VAT
- based on minimum quantities used by the user
- exclusive of transport costs
- ex factory

2. If the user agrees a certain price with the purchaser the user is nevertheless entitled to increase the price if the user can prove that between the moment of the offer and the moment of delivery significant price changes have arisen with regard to raw materials, foreign currency and/or wages or any other unforeseen circumstances.

3. If the price increase is more than 10% the purchaser has the right to dissolve the agreement. (See also: Article-by-article explanation under 7)

4. If the order is for less than €1000, then €25 administration costs will be charged.

5. For rush orders there will be charged an extra 10% over the total order costs.

6. Soiled fabrics are packed per 5m or 10m. If for a specific order the quantity in meters can not be divided by 5, a ‘re-packing fee’ will be charged. The amount will be specified in the most recent price-list.

Article 14. Payment

1. Payment must be made within 15 days for invoices in The Netherlands and 30 days for invoices send to other countries of invoice date in a manner indicated by the user and in the currency in which it was invoiced.

2. After the above mentioned lapse of time (article 14.1) has elapsed after invoice date the purchaser is automatically in default; with effect from the moment at which he enters into default the purchaser is liable to pay interest of 1% per month unless the statutory rate of interest is higher, in which case the statutory rate of interest applies.

3. In the event of the purchaser's liquidation, bankruptcy or suspension of payment the claims of the user and the obligations of the purchaser towards the user are immediately exigible.

4. Payment must be made without discount or setoff.

5. Payments made by the purchaser always serve in the first instance to settle all interest and costs due and in the second instance to settle those invoices due for payment which have been outstanding the longest even if the purchaser states that the payment relates to a later invoice.

Article 15. Credit restriction
If the invoice is paid within 8 days after the invoice date a 2% discount can be deducted of the total amount.

Article 16. Collection charges
1. If the purchaser is in default with complying with one or more of his obligations then the purchaser must pay all costs incurred both in and out of court in obtaining settlement. In every case the purchaser must pay:

on the first Euro 3,000.00	15%
on the surplus to Euro 6,000.00	10%
on the surplus to Euro 15,000.00	8%
on the surplus to Euro 60,000.00	5%
on the surplus	3%

2. If the user can prove that he has incurred higher costs which were reasonably necessary then these also will come into consideration for reimbursement.

Article 17. Liability
The user is only liable to the purchaser in the following way:

1. For losses resulting from defects in supplied goods only the liability as governed by article 10 (Warranty) of these terms will apply.

2. The user is only liable if losses are caused by the gross negligence or intention of the user or his subordinates;

3. The liability of the user is limited to the amount of the payment made by the user's insurer in the case in question.

4. If in any case the insurance does not offer cover or does not result in payment and the user is liable then the liability of the user is limited to the invoice value of the transaction or that part of the transaction to which the liability relates.

Article 18. Force majeure
1. By force majeure is to be understood in these standard terms, in addition to that which is understood on this subject in the law and in jurisprudence, all external causes, whether foreseen or unforeseen, over which the user cannot exercise any control but as a result of which the user is not in a position to comply with his obligations, including strikes at the user's company.

2. During force majeure the delivery and other obligations of the user are suspended. If the period in which compliance with the obligations by the user is impossible as a result of force majeure lasts longer than 2 months both parties are entitled to dissolve the agreement without in that case an obligation to compensation arising.

3. If at the commencement of the force majeure the user has already fulfilled part of his obligations or can only fulfil part of his obligations he is entitled to separately invoice the already delivered or deliverable part and the purchaser is obliged to settle this invoice as if it related to a separate contract. This does not however apply if the already delivered or deliverable part has no independent value.

Article 19. Judgement of disputes
The court in the user's place of domicile is exclusively competent to hear disputes unless the subdistrict court is competent. Nevertheless the user has the right to summons the other party before the court that is competent according to the law.

Article 20. Applicable law
The law of The Netherlands applies to any agreement between the user and the purchaser. The Vienna Sales Convention (CISG) is expressly excluded.

Article 21. Amendment and location of the terms
These terms have been filed at the offices of the Chamber of Commerce in Rotterdam.

The most recently filed version or as the case may be the version that applied at the time the transaction in question arose is always the applicable version.