

General terms and conditions of delivery and payment Nova Belijning

General

Our general terms and conditions of delivery and payment apply exclusively to all our offers, agreements and the execution thereof.

In these terms and conditions "the other party" means: any (legal) person, its representatives, agents, assigns or heirs, who has concluded or wishes to conclude a contract with us.

The other party's own terms and conditions (insofar as they conflict with our terms and conditions) shall expressly not apply to agreements concluded with us.

Amendments to the agreement and deviations from these terms and conditions are only valid if they have been agreed in writing between Nova Belijning and the other party.

Offers

All offers made by Nova Belijning, in whatever form, are without obligation, unless expressly stated otherwise.

We reserve the right to refuse orders and/or commissions without giving reasons. Nova Belijning shall notify the other party of non-acceptance as soon as possible, but in any case within 14 days.

If we receive information, drawings etc. from the other party, we shall assume their accuracy and base our quotation on this.

Agreement

Subject to the following provisions, an agreement with us shall only be concluded after we have received the order confirmation signed by the other party. The date of this order confirmation is decisive. The order confirmation is considered to reflect the agreement correctly and completely, unless the other party has immediately protested against it in writing.

After the conclusion of the agreement, additional agreements are deemed to be part of the agreement.

Each agreement is concluded under the suspensive condition that the other party is sufficiently creditworthy for the financial performance of the agreement. The assessment thereof is at our discretion. We are entitled to demand security from the party so that both the financial and other obligations will be fulfilled regardless of the state of affairs in the execution of the agreement.

The other party has an information obligation with regard to the correct execution of the contract. In the event of incomplete information, we shall not be liable for any inaccuracies in the performance.

For a correct execution of the agreement we are free to engage third parties, if we deem this necessary.

Prices

Our prices are quoted in euros, exclusive of VAT and all other government levies.

The prices are based on

- a) execution during normal working hours - if this is not the case, a surcharge will apply, and
- b) the quantities offered; if the order volume deviates by more than 10% from the requested and offered volume, the prices offered will be increased by half of the percentage deviation.

Extra work

Additional work is considered to be all work and deliveries required by the other party that are not included in the quotation, as well as all changes required by the other party. If additional work is commissioned during the execution, it will be performed on a time-and-expense basis and invoiced afterwards. The additional costs are binding for the other party.

Cancellation

If the other party wishes to cancel an agreement after it has been concluded, 10% of the selling price (excluding VAT) with a minimum of €1,500 (excluding VAT) will be charged as cancellation costs, without prejudice to our right to full damages, including loss of profit.

Delivery and execution of work

The delivery time or date of execution, as well as the time within which the work is to be carried out, shall be determined to the best of Nova Belijning's ability and agreed with the other party, unless expressly agreed otherwise.

If the other party has confirmed an execution date for the purpose of the planning, Nova Belijning may assume that the work can be carried out or commenced on the confirmed date.

If the other party changes a confirmed date of execution, Nova Belijning shall charge costs for the change.

For the postponement of work which is planned to be carried out from Monday to Friday the costs of amendment are: up to 7 days before the date of execution € 500.00 (excl. VAT) per postponed day and for 1-6 days before the date of execution € 1,000.00 (excl. VAT) per postponed day.

For the postponement of work scheduled to be carried out from Saturday to Sunday, the amendment costs are: up to 7 days before the execution date € 1,000.00 (excl. VAT) per postponed day and for 1-6 days before the execution date € 2,000.00 (excl. VAT) per postponed day.

The other party is obliged to check the work delivered, the goods delivered and the packaging immediately upon delivery for any shortfalls and/or visible damage, or to carry out this check after notification from us that the goods are at the disposal of the other party.

Any minor defects discovered by the other party cannot affect the approval of the delivery. Minor defects are corrected by Nova Belijning if Nova Belijning is notified in writing of these within 14 days of delivery. If the cause of the defect is not attributable to Nova Belijning, the other party is responsible for the repair.

Nova Belijning can charge the other party for any costs incurred through no fault of its own which result in a change in the work. The coming into force of governmental regulations, which were not known to Nova Belijning at the time the agreement was entered into, can also result in additional costs, which are charged to the other party.

Execution of the work

Unless otherwise agreed in writing, the other party is obliged, under penalty of compensation and costs, to ensure

that the place where the goods, materials and/or tools to be assembled must be stored or where the delivery must take place is such that damage, in whatever form and in whatever way, or theft cannot take place.

that access to the place where delivery and/or assembly is to take place is unhindered and adequate and furthermore that all cooperation is granted to enable smooth delivery, assembly and/or finishing.

that if the work to be carried out concerns the installation of lines: the (sub)floors are free of lime, cement and dirt residues and of loose parts, if necessary, unless otherwise agreed in writing, are completely level and free of grease and are made available broom clean.

that sufficient lighting, electricity, air, water and, if necessary, heating and any other facilities prescribed by the Working Conditions Act and regulations are provided in the space where the work is to be carried out.

that cables, pipes, etc. are marked at the location where the work is to be carried out. Our checklist should be used for this purpose.

that any waste can be disposed of.

Force majeure

The term "force majeure" is understood to mean: every circumstance independent of the will of the parties and/or unforeseen, as a result of which the other party cannot reasonably demand that the agreement be fulfilled.

If, in the opinion of Nova Belijning, the force majeure is of a temporary nature, Nova Belijning has the right to suspend the execution of the agreement until the circumstance causing the force majeure no longer occurs.

If, in the opinion of Nova Belijning, the force majeure situation is of a permanent nature, the parties can make arrangements to dissolve the agreement and the consequences thereof.

Nova Belijning is entitled to claim payment for the performance of the agreement concerned, before the force majeure circumstance has occurred.

The party that believes that it is in a situation of force majeure must notify the other party of this immediately.

Liability

Nova Belijning excludes all liability, in so far as this is not stipulated by law.

Nova Belijning's liability shall never exceed the total amount of the order concerned.

Subject to the generally applicable legal rules of public order and good faith, Nova Belijning is not obliged to pay any compensation for damages of whatever nature, direct or indirect, including trading losses, to movable or immovable property, or to persons, both with the other party and third parties.

In any case Nova Belijning is not liable for damage which has arisen or is caused by the (incorrect) use of the goods delivered or by the unsuitability of these for the purpose for which the other party has purchased them.

Complaints

Complaints can only be accepted by Nova Belijning if they are made known to Nova Belijning directly and in writing within 14 days of delivery of the goods, accurately stating the nature and basis of the complaints.

Complaints about invoices must also be submitted in writing within 8 days of the invoice date.

After the expiry of these periods, the other party shall be deemed to have approved the goods delivered or the invoice, respectively. In that case, claims are no longer accepted by Nova Belijning.

If the claim is found to be justified by Nova Belijning, Nova Belijning is only obliged to deliver the agreed performance. Under no circumstances can more be delivered than was agreed.

The submission of a claim can never suspend the payment obligation. If the complaint is found to be justified, the payment obligation can only be suspended insofar as it relates to the complaint.

Warranty

Subject to the restrictions stated hereafter, Nova Belijning grants a guarantee on the products and/or services delivered by Nova Belijning for a period to be agreed. Nova Belijning provides a declaration of guarantee if required. This guarantee is limited to manufacturing faults which occur and therefore does not include faults which are caused by parts subject to any form of wear or consumption of the delivered goods. If no guarantee period has been explicitly specified, we shall apply a guarantee period of 1 year.

We shall not provide a longer guarantee on parts or additions purchased from third parties than the third-party supplier provides to us.

The guarantee does not cover defects caused by normal wear and tear, damage caused by moving pallets, neglect of maintenance, improper maintenance and improper use of the delivered goods.

The guarantee shall also lapse if the other party and/or third parties engaged by it perform work or make changes to the delivered goods.

If Nova Belijning replaces parts in order to fulfil its guarantee obligation, the replaced parts become the property of Nova Belijning.

If the other party does not, not sufficiently or not in a timely manner fulfil any of the obligations arising from the agreement between the parties, Nova Belijning is not obliged to provide a guarantee, as long as this situation continues.

Retention of title

Goods delivered remain the property of Nova Belijning, until all deliveries and work performed or to be performed under the agreement, including interest and costs, have been paid for by the other party. In the event of suspension of payments, bankruptcy, suspension of payments, liquidation of the other party, or death if the other party is a natural person, Nova Belijning is entitled to cancel the order in whole or in part without notice of default or judicial intervention and to reclaim the unpaid portion of the goods delivered. Cancellation and return do not affect Nova Belijning's right to compensation for loss or damage. In these cases, all claims of Nova Belijning on the other party shall be immediately and fully due and payable.

As security for the correct payment of all its claims, on whatever grounds, Nova Belijning also acquires a non-possessory pledge - as a result of the arising of the claim - on all those goods in which the goods delivered by Nova Belijning are processed, or of which they are a part. The order confirmation signed by the other party is valid as a private deed as referred to in the law.

Payments

Payments shall be made exclusively by bank, unless otherwise agreed. A payment term of 14 days from the invoice date applies to payments. The value date indicated on the bank statements of Nova Belijning is decisive and is therefore considered to be the date of payment.

Payments made by the other party shall be applied in the first instance to payment of the interest due and costs incurred. After settlement of these costs, payments will be deducted from the outstanding invoice.

In case the other party is declared bankrupt, cedes its assets, submits a request for suspension of payment, or if all or part of its assets are seized, dies, is placed under guardianship or is dissolved, if it fails to fulfil any obligation under the law or these conditions, if it fails to pay an invoice amount or part thereof within the stipulated period, if it discontinues or transfers its business or an important part thereof, Nova Belijning is entitled, on the grounds of the above event, either to dissolve the agreement, or to claim in full any amount owed by the other party by virtue of the services provided by Nova Belijning, without further notice of default being required, all without prejudice to its right to compensation for costs, damages and interest.

If payment is not made within the agreed period, the other party shall be legally in default and shall owe interest of 1% per month (or part thereof) on the outstanding amount from the date of invoice. In addition, all extrajudicial and judicial costs incurred and to be incurred shall be borne by the other party. The extrajudicial costs amount to at least 15% of the invoice amount owed, including the aforementioned interest.

Applicable law

Dutch law shall apply exclusively to all offers and agreements of Nova Belijning, including the execution thereof.

Disputes

All disputes, including those which are only considered as such by one party, arising from or related to the contract to which these terms and conditions apply or the terms and conditions themselves and their interpretation or execution, both factual and legal, shall be settled by a competent court in the Netherlands.

Final provision

If one or more articles of these General Terms and Conditions should be declared invalid or null and void, all remaining provisions will remain fully in force.