TWENTSE STALENMAKERIJ
STALENCOLLECTIES | SAMPLE COLLECTIONS SINCE 1983

Tolstraat 30, 7482 DB Haaksbergen
Chamber of Commerce 06062202

General Terms and Conditions of Sale, Delivery and Payment

Definitions

a. General Terms and Conditions: these general terms and conditions of sale, delivery and payment.
b. Client: any natural person or legal entity acting in the exercise of a profession or business who places an assignment with the contractor, receives an offer or enters into an agreement with the contractor.
c. Contractor: Twentse Stalenmakerij B.V.
d. Agreement: any agreement between the client and the contractor, including amendments and additions thereto.

Article 1. Applicability

1.1 These general terms and conditions apply to all quotations, offers, assignments and agreements of the contractor.
1.2 By placing an order or entering into an agreement, the client accepts these general terms and conditions.
1.3 Deviations are only valid if they have been expressly agreed upon in writing.
1.4 If a provision is void or voidable, the remaining provisions shall remain in force. The parties shall replace the relevant provision with a valid provision that approximates the purpose and intent as closely as possible.
1.5 Failure to invoke a provision in a given case does not constitute a waiver of rights.

Article 2. Terms and conditions of the client and third parties

2.1 Any general terms and conditions of sale, delivery, payment and purchase of the client or third parties are expressly rejected, unless accepted in writing by the contractor.
2.2 Acceptance applies exclusively to the relevant agreement. For every subsequent agreement, new and explicit written acceptance is required.

Article 3. Offers and quotations

3.1 All offers are without obligation and apply as a whole. Unless stated otherwise, the period of validity is eight days after dispatch.
3.2 Images, drawings, dimensions, tolerances, capacities, results, material choices, samples and models are indicative. Customary or minor deviations do not entitle the client to refusal, suspension, dissolution, price reduction or compensation.
3.3 Estimates for work are indicative, unless a fixed price has been expressly agreed in writing.
3.4 All prices exclude turnover tax, levies and additional costs, unless stated otherwise in writing. A total price for multiple products.

Article 4. Conclusion and duration of the agreement

4.1 Agreements with employees or staff members without sufficient authority to represent the contractor shall bind the contractor only after written confirmation by an authorised representative.
4.2 The agreement is concluded by means of written order confirmation, written acceptance by the contractor or by the contractor commencing execution.
4.3 The agreement is entered into for the duration that follows from its nature, content or purport.
4.4 The contractor may require sufficient security for payment prior to or during the execution.
4.5 The client's rights under the agreement are not transferable without the written consent of the contractor.

Article 5. Modification of the assignment

5.1 Additions and modifications are only binding if agreed upon in writing or confirmed in writing by the contractor.
5.2 Additional work, higher costs and consequences for planning or delivery time resulting from changes shall be at the expense of the client. Cost-saving changes may result in a lower price.
5.3 Changes communicated verbally or by telephone are at the risk of the client. The contractor may refuse a change without becoming liable for compensation.
5.4 A change may lead to an adjustment of the agreed delivery time.

Article 6. Prices and price changes

6.1 The contractor may adjust the agreed price if, after the quotation, costs of materials, semi-finished products, energy, transport, services, wages, taxes, levies or other cost-determining factors increase. The contractor shall notify the client thereof as soon as possible.
6.2 If the client fails to perform agreed work or make deliveries in a timely manner, the contractor may charge the costs of replacement performance and suspend or terminate the agreement.
6.3 Costs incurred by the client itself in connection with the execution shall be payable by the client, unless otherwise agreed in writing.
6.4 Costs resulting from insufficient cooperation or delays on the part of the client shall be passed on.

Article 7. Intellectual property, confidentiality and personal data

7.1 All intellectual property rights to designs, images, drawings, samples, specimens, models, manufacturing and construction methods and other information provided by the client shall remain with the client, unless otherwise agreed in writing.
7.2 Disclosure, copying, reproduction, use or distribution to third parties is permitted only after prior written consent from the client.
7.3 The items and information referred to in this article remain the property of the client and must be returned immediately on request.
7.4 In the event of a breach of any provision of this article, the client shall owe the contractor an immediately due and payable penalty of EUR 50,000 per breach and EUR 1,000 for each day that the breach continues, without prejudice to the contractor's right to full compensation insofar as the actual damage or loss is higher.
7.5 The client shall keep secret all confidential information that it receives, transmits or of which it becomes aware in the context of the agreement. Confidential information includes, among other things, designs, collections, product developments, samples, prices, specifications, technical data and business information. This obligation remains in force for an indefinite period after termination of the agreement.
7.6 If the contractor processes personal data, this shall be done in accordance with the applicable privacy legislation and the contractor's privacy statement. Personal data is processed exclusively insofar as necessary for the performance of the agreement and related business activities.

Article 8. Execution, production, delivery and storage

8.1 The contractor determines the method of execution and may engage third parties for this purpose. Work performed by third parties designated by the client shall be at the risk and expense of the client, unless otherwise agreed in writing.
8.2 If the client wishes to involve third parties in the execution, prior written agreement is required.
8.3 The risk of products passes to the client as soon as they leave the contractor's factory or warehouse, unless otherwise agreed in writing.
8.4 Delivery times are indicative, unless a firm deadline has been expressly agreed in writing. Late delivery does not entitle to compensation or dissolution, except as provided by mandatory law.
8.5 Delivery times stated by suppliers are not binding on the contractor.

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8.6 The client must take delivery of products, services and work within the agreed period. In the event of failure to take delivery, the contractor may demand payment and store the goods at the risk and expense of the client.
8.7 If the client prevents access or cooperation, it shall reimburse the resulting costs and damage. The contractor may suspend performance or dissolve the agreement.
8.8 If a firm delivery deadline has been agreed upon in writing and the contractor is in default following a notice of default, the client may dissolve the agreement for the unperformed part. The contractor is not liable for compensation due to delays, except in the case of intent or wilful recklessness on the part of management and insofar as exclusion is permitted by law.
8.9 Items and materials made available by the client remain at the client's risk and expense. The client shall take out appropriate insurance. Residual materials may be returned at cost price after consultation, or destroyed at the risk and expense of the client.
8.10 Normal production losses on materials supplied by the client shall be at the client's expense. The client shall supply replacement material at manufacturing cost if necessary, unless the loss is the result of a shortcoming attributable to the contractor.
8.11 Goods shall be deemed delivered as soon as they are ready for dispatch and the client has been notified thereof. Work is considered delivered once completed.
8.12 The contractor determines the method of packaging, unless otherwise agreed in writing. Packaging shall only be taken back if the contractor agrees.
8.13 The contractor checks files supplied by the client solely for technical workability. The contractor is not responsible for typesetting, language, colour, design, size or content errors in files supplied by the client. The consequences thereof shall be for the risk and expense of the client, fully indemnifying the contractor in this respect.
8.14 Following written approval of a proof, model, dummy or digital design, the contractor's liability for errors, deviations or imperfections contained therein that the client could reasonably have detected upon careful inspection shall lapse.
8.15 Colour deviations between digital files, proofs, screen displays and the final product do not entitle the client to rejection, dissolution, price reduction or compensation if these deviations fall within the usual production tolerances. The client acknowledges that the colour reproduction depends partly on the type of material, substrate, finish, lighting, printing technique and production method.
8.16 The contractor is not liable for scratches, dents, surface damage, discolouration, deformation or other minor damage to materials, parts, semi-finished products or products supplied by the client, insofar as such damage is reasonably unavoidable during storage, internal transport, processing, working, assembly or other activities necessary for the execution of the assignment. This damage does not entitle the client to compensation, replacement, repair or dissolution of the contract, unless caused by intent or gross negligence on the part of the contractor.
8.17 For production orders, a deviation of up to 10% more or less compared to the ordered quantity is permitted. Invoicing shall be based on the actual quantity delivered.
8.18 If materials belonging to the client remain stored with the contractor for longer than three months after completion of the assignment, the contractor may charge storage costs. If the client fails to collect the materials after prior written notice and a reasonable collection period, the contractor may return, dispose of or destroy them at the client's risk and expense.

Article 9. Cancellation and complaints regarding execution

9.1 In the event of cancellation of the agreement or refusal to take delivery, the client shall reimburse all costs incurred to date, including work performed, obligations entered into and production capacity reserved, as well as loss of profit and other direct and indirect damage or loss. The client indemnifies the contractor against third-party claims resulting therefrom.
If the extent of the damage or loss cannot be determined immediately, it shall be fixed at a flat rate of at least 30% of the agreed contract sum, without prejudice to the contractor's right to claim higher compensation to reflect actual damage or loss.
9.2 The contractor must be enabled to investigate complaints. A complaint shall not be processed if the client has processed or resold the product while the alleged defect was observable upon careful inspection.
9.3 Defectiveness exists solely if the delivered item does not comply with the expressly agreed specifications, taking into account the agreed and customary tolerances.
9.4 The client proves that the products to which the complaint relates were delivered by the contractor.
9.5 In the event of a justified complaint, it shall be at the contractor's discretion to choose between repair, replacement, issuing a credit note, or fair compensation up to a maximum of the net invoice value of the relevant part of the delivery.
9.6 A complaint does not suspend the obligation to pay and does not give the right to dissolution, unless mandatory law dictates otherwise.
9.7 Complaints regarding work, services or invoices must be submitted in writing and substantiated within eight days after execution or the invoice date, respectively.

Article 10. Complaints, warranty and liability

10.1 The client is responsible for the accuracy and completeness of the provided data. Customary minor deviations in size, model, colour, construction, material or finish are permitted. Light scratches and production marks on matte or scratch-resistant laminate, dark surfaces and black or dark printed offset sheets may be inherent to the processing and do not constitute a defect within customary tolerances.
10.2 The client shall inspect the delivered goods within eight days after delivery. Visible defects must be reported in writing and accurately within eight days of the inspection. Non-visible defects must be reported in writing within ten days of discovery.
10.3 The right to complaint lapses if deadlines have not been met, inspection is obstructed, goods have been used or maintained incorrectly, modified or repaired without permission or the complaint is submitted later than twelve months after delivery, unless a different warranty period applies in writing.
10.4 Invoice-related complaints must be submitted in writing within eight days of the invoice date. The client shall at all times afford the contractor the opportunity to remedy any defect.
10.5 Insofar as the warranty is not provided by a third party, liability shall be limited to manufacturing or material defects. The choice between repair, replacement, issuing a credit note, or any other agreed compensation shall be at the contractor's discretion. Liability is limited to the net invoice amount of the relevant part of the delivery and in any event to the amount paid out by the liability insurance, insofar as permitted by law.
10.6 Modification or repair without prior written consent shall void the warranty. The contractor is not liable for any indirect damage or loss, consequential loss, direct trading loss, loss of profit, stagnation, assembly and disassembly costs or damage or loss incurred by third parties, except in cases of intent or wilful recklessness on the part of management and insofar as exclusion is permitted by law.
10.7 Incorrect returns are at the risk and expense of the client. The client indemnifies the contractor against third-party claims arising from execution in accordance with instructions, designs, materials or data provided by the client.
10.8 The client is liable for loss, theft, fire or damage to the contractor's property, tools and materials once they are located at the client's premises, unless the damage or loss is attributable to the contractor.

Article 11. Retention of title

11.1 All delivered products remain the property of the contractor until all current and future claims arising from the legal relationship with the client have been settled in full.
11.2 The client may not pledge, encumber or alienate goods subject to retention of title other than within the normal course of business, and only if the contractor's rights are respected.

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11.3 In the event of default or reasonable belief thereof, the contractor may repossess the goods without notice of default being required. The client shall grant access and cooperation for this purpose.
11.4 This right also applies in the event of bankruptcy, suspension of payments, debt restructuring, liquidation, attachment, death or loss of free disposal of assets, insofar as applicable.
11.5 The client shall immediately notify in writing if third parties assert rights to goods subject to retention of title.
11.6 In the event of a breach of Article 11.5, the client shall owe an immediately due and payable penalty of 10% of the unpaid amount, without prejudice to the right to full compensation.

Article 12. Default, suspension, dissolution and force majeure

12.1 In the event of an attributable failure, bankruptcy, suspension of payments, debt restructuring, business termination, liquidation or attachment, the contractor may suspend performance or dissolve the agreement in whole or in part, without liability for compensation and while retaining claims for costs, interest and damage or loss.
12.2 In the event of force majeure, either party may suspend performance for a maximum of six months or dissolve the agreement for the unperformable part, without liability for compensation.
12.3 Force majeure includes all circumstances beyond the reasonable sphere of influence of the contractor, including fire, flood, natural disasters, war, government measures, sanctions, export restrictions, transport issues, strikes, illness of indispensable staff, extraordinary sickness absence, power or system failures and late delivery by suppliers.
12.4 The contractor may demand payment for work and partial deliveries performed prior to the force majeure.
12.5 The contractor may also invoke force majeure if the circumstance arises after performance was due.

Article 13. Payment

13.1 Payment shall be made within fourteen days of the invoice date, unless a different term has been agreed upon on the invoice or in writing.
13.2 Payment shall be made in euros, without discount, suspension, set-off or withholding, unless mandatory law dictates otherwise.
13.3 Complaints do not suspend the obligation to pay.
13.4 The contractor may require security or full or partial payment in advance. In the absence thereof, it may suspend or dissolve.
13.5 After expiry of the payment term the client shall be in default without further notice of default, and statutory commercial interest shall accrue or, in the absence of a commercial agreement, the statutory rate of interest shall apply
13.6 All reasonable judicial and extrajudicial collection costs shall be payable by the client. Insofar as permitted by law, extrajudicial costs amount to 15% of the amount to be collected, subject to a minimum of EUR 250 or the higher reasonable costs actually incurred.
13.7 Payments shall first be applied to costs, then to interest and subsequently to the principal sum. Which due and payable invoice a payment is credited to shall be at the contractor's discretion.
13.8 If the client belongs to a group as referred to in Article 2:24b of the Dutch Civil Code, the contractor may set off payments received against claims on other legal entities belonging to that group, insofar as legally permitted.

Article 14. Other provisions, sustainability and trade restrictions

14.1 The client is not authorised to represent the contractor, unless otherwise agreed in writing.
14.2 The contractor is not obliged to accept follow-up assignments.
14.3 After execution, the client shall purchase the materials, semi-finished products, raw materials and residual products related to the assignment at the applicable prices, insofar as agreed or reasonably necessary.
14.4 The contractor endeavours to carry out activities and production processes in a responsible manner, but provides guarantees or commitments regarding sustainability, circularity, recyclability, environmental impact, CO_2 emissions, origin or similar characteristics only if expressly agreed upon in writing.
14.5 Sustainability, environmental and recycling claims are binding only insofar as they are based on current information or certificates from suppliers, manufacturers or independent bodies. The contractor is not liable for incorrect, incomplete or subsequently modified information from these third parties, unless the contractor knew or reasonably ought to have known that such information was incorrect.
14.6 The client guarantees that products, materials, designs and documentation shall not be used, exported, re-exported or resold in violation of applicable sanctions legislation, export control legislation or other national, European or international trade restrictions.
14.7 If the contractor reasonably suspects that performance may conflict with trade restrictions or if required permits or information are missing, the contractor may suspend, refuse or terminate performance without liability for compensation. The client shall provide all information necessary for compliance verification immediately on request.
14.8 The client indemnifies the contractor against claims, fines and reasonable costs arising from a violation of sanctions or export regulations attributable to the client, insofar as permitted by law.

Article 15. Applicable law and disputes

15.1 Dutch law applies to all legal relationships with the contractor. The applicability of the Vienna Sales Convention is excluded.
15.2 Disputes shall be submitted to the competent court of the District Court of Overijssel, without prejudice to the contractor's right to appoint the court competent under law of the client's place of business.
15.3 In the event of differing interpretations, the original Dutch text shall prevail.

Twentse Stalenmakerij B.V. is registered with the Chamber of Commerce under file reference number 06062202. These general terms and conditions of sale, delivery and payment apply to all quotations, transactions and deliveries, provided that they have lawfully become part of the agreement.