

STANDARD CONDITIONS OF DELIVERY AND PAYMENT OF B&B COATING TECHNIEK bv at ENSCHEDE / NETHERLANDS

APPLICABILITY

Article 1

1. These conditions apply to all offers made by B&B Coating Techniek - hereafter designated as contractor- and to all agreements they conclude and to all agreements that may be the result thereof. The other party is designated as the customer or buyer.
2. Alterations to these conditions and/or standard conditions of the customer will only be applicable if accepted in writing by the contractor.
3. The customer with whom once a contract is entered into under these conditions will accept these automatically on following contracts.

OFFERS: REALISATION ORDER AND CHANGES IN GIVEN ORDERS

Article 2

1. All our offers are made without engagement.
2. Orders and changes in it can both be given by the customer orally and in writing.
3. Given orders and changes in it are fixed after written acceptance by the contractor.
4. The contractor is entitled to execute and invoice more work than is stated in the written order/contract if this extra work is necessary for the right fulfilment of the contract. This within the discretion of the contractor. The contractor will inform the customer about this circumstance as soon as possible.

CERTAINTY AND SUSPENSION

Article 3

1. The contractor is always entitled to require for security of fulfilment of payment, and to suspend the execution of the order until certainty of payment is given.

INFORMATION SUPPLIED BY CUSTOMER

Article 4

1. The customer will supply all the information the contractor needs for the right fulfilment of the order.
2. The contractor has the right to suspend the execution of the order until all the above mentioned information is supplied.

WAY OF EXECUTION THE ORDER

Article 5

1. The contractor will execute the order carefully as a good contractor befits.
2. The contractor decides about the way the contract will be executed. The contractor has the duty to inform the customer about the way of execution, if so asked for by the customer.
3. The contractor has the right to have (parts of) the contract executed by third parties, if this is -in opinion of the contractor- necessary for the right fulfilment of the contract.

INDUSTRIAL AND INTELLECTUAL PROPERTY

Article 6

1. The contractor retains the copyright and all industrial property rights in designs, illustrations, drawings, models, test models, software etc. supplied by him, the customer or third parties.
2. The execution of these rights - making public or handing over data included - is the sole right of the contractor during as well as after fulfilment of the contract.

SECRECY

Article 7

1. The contractor is bound to secrecy of all confidential data and information concerning the customer secret towards all outside organisations that are not involved by the execution of the contract.
2. The contractor is not allowed to use the customers data and information for any other purpose as which this data and information was supplied for.

RISK STORAGE OF INFORMATION

Article 8

1. The contractor is bound to take care of a careful storage of the information supplied by the customer. Unless otherwise proved it is assumed that contractor has fulfilled this obligation.
2. The risk of damage or loss of the information is for the customer.

3. The risk of damage or loss of the information during transportation is always for the customer.
4. The customer indemnifies the contractor against all claims of third parties on account of damage or loss of information.

IMPOSSIBILITY OF PERFORMANCE

Article 9

1. Unforeseen circumstances of any kind, as well as
 - mobilization, war and danger of war
 - trade restrictions or other Governmental measures
 - strikes or work stoppages
 - road blockades
 - fire
 - the non-, delayed-, or bad fulfilment of their duties by third parties of which the contractor is depending, as result of it the contractor will not be able to fulfil the contract without - in his opinion - making excessive efforts and or costs will be considered as circumstance beyond one's control.
2. In cases of unforeseen circumstances the contractor has the right to suspend or cancel parts of or the complete order.
In that case the parties shall not be entitled to compensation for damage suffered or yet to be suffered as a result of the termination.

INVOICING, SALARY AND COSTS

Article 10

1. The sum to be invoiced will, unless otherwise in writing agreed to, be calculated according the usual rates of the contractor.
2. The contractor has the right – even during the course of an ongoing project – to indexing the applicable rates annually. He will inform the customer accordingly
3. Time spent for travelling will be fully charged.
4. Out of pocket expenses will be charged to the customer.
5. The contractor will, unless otherwise agreed to invoice monthly. The invoice will specify the executed works.

PAYMENT AND CLAIMS

Article 11

1. Unless agreed otherwise payment is due within 14 days of the date of the invoice.
2. If payment has not been made within the agreed period for payment, the customer shall be immediately in default.
3. If payment has not been made within the agreed period for payment the customer shall immediately owe interest to the contractor. The interest shall be the statutory interest plus three percent.
4. If the customer is in default with the payment all other amounts due to the contractor will be immediately claimable without any further notification of default. From the day this situation occurs on the customer will owe interest to the contractor according article 11.3.
5. The customer does not have the right to set off claims against the contractor.
6. In case of a collective order the customers will be collectively and individually responsible for payment of the invoices.
7. If the customer does not agree with the invoice sum he will lodge a written claim with the contractor within 8 days of the date of the invoice. After this time the customer is bound to payment.
8. A claim against certain work(s) will not delay customer's duty of payment for these or other works.
9. In case of a justified claim the contractor has the possibility to adapt the amount of the invoice, to improve or redo the work(s) concerning, or to suspend partly or completely the contract. In the latter case the parties shall not be entitled to compensation for damage suffered or yet to be suffered as a result of the termination.
10. All judicial and extra-judicial costs of recovery shall be owed to the contractor. The extra-judicial costs will be minimal 15% of the total amount.

LIABILITY

Article 12

1. The contractor, his personnel or other persons and or organisations involved with the fulfilment of the contract, are not obliged, except for peremptory law, to compensated the customer for direct or indirect damaged caused by any reason.
2. The contractor is not liable for direct and indirect damage caused by defects of the supplied equipment(s) or by the fact that the supplied equipment does not meet the expectations. Specifically excluded is the liability for damage caused by following advised and suggestions given by the contractor.
3. The customer indemnifies the contractor against all claims of third parties on account of liability for those cases in which the contractor is not - according these terms- liable to the customer.

DURATION OF THE AGREEMENT AND TERMINATION

Article 13

1. Orders for the execution of an administration and orders for the giving of advice as well as other orders result in the fact that on a regular basis repeating and/or similar work has to be done, will be supposed to be given for unlimited
2. All other orders than given for unlimited time will end with their completion or on the time parties agreed to.
3. Both parties are allowed to terminate an order in writing at any time without juridical intervention.
4. Terminating an order for unlimited time has to be done with a period of notice of three months unless the duration of the contract is less than 6 months in which case no term of notice is necessary.
5. All other contracts than for unlimited times cannot be terminated by any party.
6. If the customer is declared bankrupt or has applied for a suspension of payment or is wound up or liquidated the contractor has the right to terminate the contract immediately. The customer is liable for all damages suffered by the contractor resulting from these circumstances.

RIGHT OF LIEN

Article 14

1. After delivery of goods, information, data, software etc. the contractor shall retain title to them as long as the customer fails or will fail to pay outstanding accounts.

ARBITRATION

Article 15

1. In case of any dispute the civil court that has jurisdiction in the place of establishment of the contractor will be cognizant.

APPLICABLE LAW

Article 16

1. On all our offers, orders and agreements and at all points of differences the law of the Netherlands is applicable.
2. The original Dutch version of these conditions is absolute.
3. All property rights in designs, illustrations, drawings, models, test models, software etc. supplied by him, the customer or third parties.
4. The execution of these rights - making public or handing over data included - is the sole right of the contractor during as well as after fulfilment of the contract.