

GENERAL CONDITIONS OF SALE AND DELIVERY

ARTICLE 1 - USER CONDITIONS

In these conditions, "QUICKTIGHT B.V." is defined as: the private company with limited liability Quicktight B.V., with its registered office and with principal place of business in Den Haag (registration number 27322863 Chamber of Commerce in The Hague).

ARTICLE 2 - APPLICABLE CONDITIONS

1. These general conditions apply to all agreements, offers/quotations and deliveries of QUICKTIGHT B.V., irrespective of the residence or principal place of business of the customer that is a party to the agreement(s) and irrespective of the manner in which and the location at which the agreement was concluded or should be implemented.
2. These general conditions shall at all times prevail over any conditions established by the customer. In so far as it is necessary, QUICKTIGHT B.V. herewith expressly rejects the applicability of the general conditions of the customer.
3. Conditions departing from these general conditions shall apply only if and in so far as they are confirmed by QUICKTIGHT B.V. in writing to the customer.

ARTICLE 3 – OFFERS/QUOTATIONS

1. Unless expressly stated otherwise, offers and quotations of QUICKTIGHT B.V. are non-binding and the company is not liable for any print errors. QUICKTIGHT B.V. formally enters into an obligation after sending a written order confirmation to the customer.
2. Prices stated in offers of QUICKTIGHT B.V. exclude V.A.T. and other government levies, as well as any costs to be incurred in the context of the agreement, including shipping costs and handling fees, unless otherwise stated.

ARTICLE 4 - CONDITIONS OF DELIVERY

1. Only approximate delivery times can be given by QUICKTIGHT B.V. If these delivery times are exceeded, this does not give the customer the right to cancel the sale or order.
2. Deliveries are made "from the warehouse". All transport is provided at the cost and risk of the customer, unless otherwise agreed.
3. The delivered goods remain the property of QUICKTIGHT B.V. until the customer has paid what it owes QUICKTIGHT B.V. in full, including interest and costs.

ARTICLE 5 - CONDITIONS OF PAYMENT

1. Payments should be made within 14 days after the invoice date. This pertains to a period as referred to in Article 6:83a of the Dutch Civil Code..
2. A claim of QUICKTIGHT B.V. is fully payable on demand and the client shall be in default of payment immediately if: a) the customer requests a suspension of payment or applies for debt rescheduling for natural persons under Article 3 j 284 of the Bankruptcy Act (Faillissementswet), is declared to be bankrupt, is liquidated or is placed in receivership; b) the entire or a part of the property of the customer is seized; c) the customer, his company, or at least a substantial part there of ceases operations, is sold or continues in a different manner.
3. Debts of the customer – regardless of nature – owed to QUICKTIGHT B.V. are debts payable at the address of QUICKTIGHT B.V..
4. If the customer fails to pay any amount owed on time and in full, then from the moment of default he will be charged a late interest fee of 1.0 % (written: one per cent) per month on the amount still outstanding until the day that the debt is paid in full. In this case, QUICKTIGHT B.V. also is entitled to suspend its obligations towards the customer until the payment is made in full.
5. All costs reasonably incurred by QUICKTIGHT B.V. in its endeavour out of court to obtain the payment of everything that the customer owes to QUICKTIGHT B.V. shall be borne by the customer and shall be established at a fixed rate of 15% of the outstanding amount, with a minimum of € 250 excluding VAT, unless the costs actually incurred are higher than the fixed amount referred to above. If QUICKTIGHT B.V. is compelled to initiate legal proceedings against the customer, then the customer is required to bear in full all the costs of legal assistance – including the declared expenses for the authorised representative, lawyer and/or procurator hired – incurred by QUICKTIGHT B.V.

ARTICLE 6 – (PRODUCT) LIABILITY

1. Except in cases of recklessness or gross negligence, every liability for (consequential) damage or loss is excluded which is not the result of a defect in the purchased item/product of QUICKTIGHT B.V., as referred to in Article 6:185 et seq of the Dutch Civil Code.
2. Especially excluded is liability for (consequential) damage or loss that results from the customer and/or (end) user of the product not following or complying with the instructions for use and safety for the product.
3. Apart from the provisions established under 6.1 and 6.2, the liability of QUICKTIGHT B.V. is limited to the amount that is paid out in the case concerned under the business liability insurance, plus the amount of the excess (deductible) that applies to the insurance which, according to the primary policy conditions, is not paid by the insurer(s).
4. If and in so far as the previous paragraph is declared non-binding or null and void, for whatever reason, any liability will be limited to an amount of € 25,000 (twenty-five thousand euro).
5. In the case of resale or pledge (as security), the customer indemnifies QUICKTIGHT B.V. from claims of third parties seeking compensation for loss or damage concerning the delivered items.

ARTICLE 7 - WARRANTY AND ADVERTISING

1. With the delivered items, QUICKTIGHT B.V. provides a warranty of 1 year from the date of reception for malfunctions or factory defects, except if it involves a case of incorrect or unauthorised use on the part of the customer or if the customer has not fully followed the instructions for use and safety provided by QUICKTIGHT B.V.
2. If during the warranty period, the customer or (end) user performs repairs of or makes changes to the delivered items or has the same performed by third parties, or if the customer does not fulfil his payment obligations, then the warranty referred to above is cancelled immediately.

ARTICLE 8 - APPLICABLE LAW

These general conditions and all legal actions and agreements to which these general conditions fully or partially apply are subject only to Dutch law.

ARTICLE 9 - DISPUTES

Disputes that are connected with or ensue from these general conditions or by reason of agreements to which these general conditions apply or further agreements that result from them – including those that are considered as such only by one of the parties – will be settled only by the competent Dutch court in The Hague. This condition is a written agreement in the sense of Article 23 of EC Regulation 44/2001 of 22 December 2000 (Pb EG L12).

ARTICLE 10 - FILING OF GENERAL CONDITIONS

These General Conditions of QUICKTIGHT B.V. were filed with the office of the District Court in The Hague.

