



General terms and conditions

Company: Prodinex BV, situated in Asten, registered at the Kamer van Koophandel in Eindhoven under number 56953364.

Definitions

Customer: the natural person or corporate identity who/which has commissioned Prodinex BV to sell objects or to perform work and services.

Supplier: the legal entity Prodinex BVD, who has accepted the order referred to under a or submitted a quote or offer prior to a possible order.

Article 1 General

1.1 These terms and conditions are applicable to all agreements entered into by PRODINEX BV, whereby PRODINEX BV undertakes to provide goods and/or services. It is an established fact between PRODINEX BV and the customer that once an agreement is entered into subject to the terms and conditions listed below, these will also apply to all subsequent transactions in full.

1.2 The customer's general terms and conditions, however described, will not be applicable and are emphatically rejected by PRODINEX BV, unless these are accepted by PRODINEX BV in writing.

1.3 In these terms and conditions the term 'customer' is taken to mean 'the natural person or legal entity who commissioned the Supplier to buy or sell and/or supply goods or to perform work and/or provide services;

1.4 These terms and conditions are not applicable to natural persons, who do not exercise a profession or run a business (consumers).

Article 2 Agreement

2.1 Quotes, official lists and other notices by PRODINEX BV are not binding for PRODINEX BV. If an offer made by PRODINEX BV is accepted, PRODINEX BV reserves the right to revoke this offer within three working days after receipt of the acceptance.

2.2 Verbal promises and agreements reached with PRODINEX BV employees will only be binding for PRODINEX BV after these have been explicitly confirmed in writing.

2.3 In the event of a discrepancy between the order placed by the customer and the confirmation issued by PRODINEX BV, only PRODINEX BV's confirmation will be binding. The customer is therefore expected to take proper note of any confirmation given by PRODINEX BV and to contact PRODINEX BV immediately in the event of any inaccuracies.

2.4 PRODINEX BV reserves the right to demand payment in advance or a security deposit and to suspend the full or partial execution of the agreement in anticipation of this. If this payment in advance is not received or if the security deposit is not provided to PRODINEX BV's reasonable wishes, PRODINEX BV will reserve the right to dissolve the agreement without the necessity of court proceedings, without prejudice to PRODINEX BV's right to claim damages.

2.5 If PRODINEX BV cannot in all reasonableness be expected to fulfil its delivery obligation due to circumstances beyond its control, PRODINEX BV will reserve the right to postpone the delivery. If these circumstances continue for more than two months, then both parties will be entitled to dissolve the agreement relating to the goods affected by circumstances beyond PRODINEX BV's control for the future by means of a simple written statement.

2.6 Circumstances beyond PRODINEX BV's control among other things – though not exclusively – include:

a) Business interruptions or interruptions of operations of any nature, and irrespective of how these came about;

b) Delayed or late delivery by (among other things the ships of) PRODINEX BV's suppliers or one of these or by a third party/third parties;

c) Transport difficulties or transport restrictions of any nature, as result of which the transport to PRODINEX BV's company or from PRODINEX BV's company to the customer is hampered or impeded;

d) Import and export restrictions of any nature whatsoever.

2.7 Any additions, amendments or additional agreements to the agreement will only apply if they have been agreed in writing.

2.8 The goods are sold and supplied with due regard for the accepted tolerances for dimensions, quantities and weights, unless explicitly agreed otherwise.

2.9 PRODINEX BV cannot be held liable for mistakes contained in the representations, sizes, weights, quantities and/or price (lists) of any nature whatsoever.

2.10 If an agreement entered into is cancelled by the customer, the customer will owe PRODINEX BV 20% of the amount of the invoice in the event that PRODINEX BV has not yet notified the customer that the goods are ready for collection or delivery. In the event of cancellation after the above-mentioned notification the customer will owe PRODINEX BV 50% of the invoice amount.

Article 3 Delivery time

3.1 The agreed delivery times are always approximate and subject to unforeseen circumstances, including explicitly – though not exclusively – the situation in which the transport by one of Prodinex BV's suppliers is delayed.

3.2 If the delivery time is exceeded, PRODINEX BV will only be in default if it is put in default by the customer in writing and has been given a reasonable time to as yet fulfil the agreement.

3.3 PRODINEX BV at all times reserves the right to make part deliveries. In this case, the provisions laid down in the previous paragraphs of this article will apply to each part delivery.

3.4 If the delivery time is exceeded, this does not give the customer the right to dissolve the agreement and/or claim damages, unless the customer is able to prove wilful misconduct or gross negligence on the part of PRODINEX BV.

Article 4 Complaints

4.1 If any damage is established when the goods are delivered, the customer will need to make a note of the damage on the receipt. If there is no opportunity at the time of delivery to establish possible damage to the goods delivered, the customer will need to make a note of this on the receipt. If no note appears on the receipt, the goods will be deemed to have been delivered undamaged.

4.2 In the case of Article 4.1. possible complaints will need to be submitted to PRODINEX BV in writing within 8 (eight) working days after the date of delivery.

4.3 Other complaints need to be reported to PRODINEX BV in writing within an appropriate amount of time, though in any event within two months after the defect was discovered or could reasonably have been discovered.

4.4 At the risk of forfeiting all rights, any legal proceedings should be instituted no later than within one year after timely complaint registration.

Article 5 Liability

5.1 PRODINEX BV's liability is limited to the agreements formulated in the guarantee. In so far as the guarantee deviates from these terms and conditions, these terms and conditions will prevail.

5.2 If the goods purchased are (intended to be) sold on to a third party, the customer undertakes to pass on any complaints by a third party about the goods sold to PRODINEX BV directly. Failure to do so will result in the customer not being able to claim any compensation of costs and damages reimbursed or reimbursed to the third party.

5.3 PRODINEX BV's liability for all direct costs and damages in any way related to or caused by fault or shortcoming on the part of PRODINEX BV, will at all times be limited to there pair or replacement or reimbursement of the (proportional) invoice amount.

5.4 PRODINEX BV will under no circumstances be liable for indirect damage such as consequential damage and loss of profits or losses due to delays which the customer, or a possible third party to whom the goods have been sold on, either directly or indirectly or in any connection with the agreement, will suffer in the execution of the agreement entered into with the Supplier.

5.5 PRODINEX BV has taken out a product liability insurance. Any product liability is, in so far as the law permits, limited to the amount that will be paid out by the product liability insurance in the case in question, increased by the policy excess under that insurance.



Article 6 Intellectual property

6.1 Unless agreed otherwise with the customer, PRODINEX BV will retain the copyrights and all industrial property rights on the models, data, drawings or designs, etc. supplied by it.

6.2 The rights on the data referred to in Article 6.1 will remain the property of PRODINEX BV irrespective of whether any costs were charged to the customer to produce them. This data may not be reproduced, copied, used or shown to third parties without PRODINEX BV's explicit permission, on penalty of a fine of EUR 50,000, which is immediately payable and due, without prejudice to PRODINEX BV's right to claim damages on legal grounds.

6.3 The customer has to return the data provided to it referred to in Article 6.1 upon first request within the term set by PRODINEX BV. If the customer fails to do so, the customer will owe PRODINEX BV a fine of EUR 1,000 a day, which is immediately payable and due, without prejudice to PRODINEX BV's rights to claim damages on legal grounds.

6.4 In the case of production based on the customer's models, data, drawings, or designs, the customer will be responsible for ensuring that any possible rights, including copyrights, belonging to third parties are duly observed. It will need to indemnify PRODINEX BV against any claims within this context.

Article 7 Transport

7.1 If the goods, irrespective of the agreed mode of transport, are ready for collection by the customer or are (ready to be) delivered to the customer's site and PRODINEX BV has notified the customer of this, the customer will be obliged to take delivery of them immediately. Failure to fulfil this obligation gives PRODINEX BV the right to either store the goods at the customer's expense and risk, respectively keep them in storage and invoice them to the customer without the customer being able to subsequently refuse to pay for them because they have not yet been delivered, or to dissolve the agreement without judicial intervention, without prejudice to PRODINEX BV's right to claim damages and costs.

7.2 The goods to be supplied by PRODINEX BV are transported for the account and risk of PRODINEX BV with due regard for Article 7.3, unless explicitly agreed otherwise. If no agreements have been reached on this, the mode of transport and the transport route will be determined by TDF.

Article 8 Price and payment

8.1 Irrespective of whether they have been given verbally, in writing by special quote or otherwise, all prices quoted by PRODINEX BV are based on information provided at the time of the request and exclude value added tax and other government charges on the sale and delivery.

8.2 PRODINEX BV reserves the right to change the agreed price when one or more of the following circumstances arise after the offer is made and/or the agreement is entered into: exchange rate fluctuations, increases in the cost of materials, semi-finished products or services that are essential for the execution of the agreement, including government charges, or – generally speaking – similar conditions.

8.3 Each payment needs to take place within 30 (thirty) days after the invoice date, after approval of credit insurance limit, without the customer being entitled to any discounts or deductions. The customer becomes in default immediately after this period has lapsed. The customer does not reserve the right to offset any claims against PRODINEX BV or to suspend its payment obligations.

8.4 If the customer is in default, the customer will owe the statutory commercial interest in accordance with Article 6:119a of the Netherlands Civil Code.

8.5 If PRODINEX BV needs to take (extra) judicial measures in connection with non-timely payment, all costs arising from this will be payable by the customer, which will amount to at least 15% of the outstanding claim with a minimum of EUR 150, without prejudice to the right to full damages.

8.6 PRODINEX BV reserves the right to suspend delivery of the goods if and as long as the customer does not fulfil any of the obligations it has towards PRODINEX BV arising from the agreement in full or in part or fails to do so properly or on time. In the event that the customer fails to remedy its failure to fulfil the agreement with immediate effect in spite of demands by PRODINEX BV to do so, PRODINEX BV reserves the right to dissolve the agreement without the necessity of court proceedings and without being obliged to pay any damage suffered by the customer.

Article 9 Retention of title

9.1 All of the goods supplied will exclusively remain the property of PRODINEX BV until such time as the customer has fulfilled all obligations – arising from or associated with agreements whereby PRODINEX BV has undertaken to deliver, including claims in respect of fines, interest and costs.

9.2 If the customer fails to fulfil any of its obligations towards PRODINEX BV arising from paragraph 1 of this article or there are reasonable fears that the customer will not fulfil the above-mentioned obligations, PRODINEX BV will be entitled to take immediate possession of the goods delivered without notice of default being required, irrespective of where they are. The costs of taking back the goods will be charged to the customer.

9.3 As long as the above-mentioned claims have not been settled, the customer will not be entitled to dispose of the goods in question outside normal business operations or to establish a right of pledge or non-possessionary pledge on the goods in question.

Article 10 Disputes

10.1 All agreements entered into by PRODINEX BV are governed by the laws of the Netherlands. The Vienna Sales Convention is not applicable and neither are any other international regulations that may be excluded.

10.2 Any disputes arising from this agreement or from further agreements aimed at its execution can exclusively be presented to the court in Eindhoven. PRODINEX BV nevertheless continues to be authorised to institute legal proceedings against the customer before the court which has jurisdiction according to the law.