

General Conditions Vonk B.V.
General Conditions of Sale, Delivery and Payment



Article 1 – Scope

1.

These terms and conditions apply to all our transactions.

2.

Derogation from the provisions of these General Conditions shall only be permitted in so far as they have been expressly confirmed by us in writing.

3.

Derogations confirmed in writing shall only apply in each individual case and to each individual transaction insofar as these have been confirmed by us in writing, and shall have no retroactive effect, nor shall they apply to any further transactions, unless specifically renewed and confirmed by us in writing.

4.

Any provisions of the purchase conditions of the purchaser shall only apply insofar as they are in accordance with these conditions, conditions in price lists, catalogues and/or circulars of ours and with the separate conditions agreed by us with the purchaser in deviation from these conditions.

5.

If one or more of the provisions in these general terms and conditions or in the associated agreement are null and void or are annulled, the other provisions of these general terms and conditions and agreement will remain fully applicable. The parties will then enter into consultations in order to agree on new provisions to replace the null and void or annulled provisions, whereby the purpose and scope of the original provision will be taken into account as much as possible.

6.

The placing of an order or the issuing of instructions implies acceptance by Customer of these terms and conditions.

Article 2 - Offers and deliveries

1.

All offers and delivery times shall be without engagement. All information contained in our price lists and other publications, including inventory lists, constitute a general representation of our product range and have no binding effect upon us.

2.

Copyright and rights granted in respect of designs, drawings, illustrations, quotations or otherwise, issued with our offer, shall at all times be retained by us. The documents will remain our property and may not be reproduced, copied, released to third parties or published or used in any manner whatsoever.

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3.

We are bound to orders taken by our representatives or by telephone, then sent by e-mail, unless we notify within 8 days after the order has been taken that we do not accept them, without prejudice to the obligation of the purchaser from the moment he places the order. We do not guarantee the correct recording of telephone orders. We are never liable for any damage resulting from the failure or untimely execution of an order placed by the purchaser.

4.

In the event of the Customer placing an order without accurately stating the product number and description in accordance with our price list, or in the event of the Customer placing a verbal order, or an order by fax or e-mail, the Customer is obliged to accept the delivery and to settle the invoice amount, if and insofar as the delivered goods are of the same sort as the ordered goods. If the delivered goods are not of the same sort as the ordered goods, all costs incurred as a result of any inaccurate, incomplete or unclear description shall be borne by the Customer.

5.

If a non-standard product is specially ordered, made and/or has a special non-standard/customised character for the customer, cancellation cannot take place under any circumstances and delivery will take place according to order. Also called 'Made to Order'.

6.

We assume no liability for failure to fulfil, to fulfil correctly or to fulfil on time any delivery obligation owing to circumstances beyond our control (Force Majeure). The term Force Majeure shall also be understood to mean late delivery or non-delivery of goods to us by third parties.

7.

If the goods are ready for shipment and delivery, and the shipment or delivery to the ultimate destination is delayed for reasons beyond our control, we reserve the right to pass on the costs of storage to the Customer; all risk and costs associated therewith shall be borne by the Customer.



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8.

The following additional provisions shall apply to call-offs: In the case of orders involving continuous deliveries, we are to be provided with call-offs and grading's in approximately equal quantities and over approximately equal delivery periods. The last specification must reach us no later than four (4) weeks before expiry of the agreed term. By exceeding the aforementioned date, the Customer shall be deemed to be in breach or default, without notice of default being required. In such instance, we reserve the right to:

a: Consider this Agreement as dissolved, without giving notice of default and without judicial intervention, irrespective of our further right to damages.

b: To order the dissolution of the agreement in accordance with Section 6:265-272 of the Netherlands Civil Code, without prejudice to our right to claim compensation of costs, compensation for lost profit and price reductions, if applicable, without prejudice to the provisions of Articles 3 and 6 respectively.

9.

We reserve the right to deliver the ordered products in consignments and to invoice the delivered products separately.

Article 3 - Retention of title

1.

All goods not yet processed or sold on to third parties are delivered subject to retention of title, irrespective of their location. The Customer shall be obliged to safeguard their safety until the Customer has settled his payment obligations and/or fulfilled his purchase commitments in full regarding those products delivered under this Agreement or any other agreements concluded with us, including the payment of interest and costs are referred to in Article 2, paragraph 8, subsection b.

2.

As long as the Customer has not fulfilled his payment obligations in full, the Customer may not process or pledge the goods or transfer the ownership of or grant third parties any right to the goods, except within the context of its normal business operations, which excludes delivery to a third party to the site of the third party.

3.

The Customer shall notify us forthwith of any claims or attempts made by third parties to acquire or take control of all goods which are subject to retention of title.

4.

As long as the goods are not fully paid for and the Customer has not fulfilled his obligations towards us, we are irrevocably entitled and authorized to attach all goods, which are included under the retention of title pursuant to this Article and which are still in the possession of the Customer, without legal intervention.



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5.

Subsequently, the Customer grants us or an authorized representative at all times access to the areas where the goods delivered subject to retention of title are kept, to safeguard their safety.

6.

In the event of a breach of the above provisions, the purchase price, irrespective of any other stipulation, will be payable forthwith in full.

Article 4 – Transportation

1.

The choice of the means of transportation shall be at our discretion, without assumption of liability. The goods shall be dispatched by carrier or our own transport. If the goods are delivered with another means of transport, the Customer shall owe the extra transportation costs.

2.

Unless otherwise agreed, the cost of transporting the goods to the Customer's warehouse shall be borne by us; the goods shall immediately after they have left our warehouse or our supplier's warehouse travel at the risk of the Customer, even if the carrier for the shipments originating with us demands a statement on the waybill that all damage during transport is at the sender's risk.

3.

For orders below a minimum net goods value to be determined by Vonk B.V., a cost contribution may apply. This minimum amount and the cost contribution are determined annually by Vonk B.V. Surcharges also apply for packages with a volume of more than 128 litres and a belt circumference of more than 300 cm. We will communicate any changes when sending the new price lists.

4.

The goods will only be insured in case of a written request by the Customer, at the Customer's expense.

5.

If shipment is delayed due to the Customer the risk passes on to the Customer when the consignment is ready for shipment.

6.

We shall only transport the goods to the Customer's warehouse across an appropriately driveable site. The Customer is obliged to take receipt of the goods from this site, and unload the goods immediately. If the Customer remains in default in this respect, the resulting costs will be charged to the Customer.



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7.

Returns must always be registered with Vonk B.V. first, after which we will send you a quote after approval, stating the products to be returned and any costs. The quote number must be used as a reference for the return shipment. Returns of goods are at the expense and risk of the purchaser. In the case of returns, subject to our approval in accordance with article 7, paragraph 9 and paragraph 10, we will credit the purchaser for the quoted amount, after we have received the goods in undamaged condition. Any damage to goods will be assessed by Vonk B.V. Products delivered at the special request of the purchaser may be taken back, in consultation with Vonk B.V. and possibly under certain conditions. Costs may be charged by us or our suppliers for the return of goods, which are at the expense of the purchaser. We strive to show these costs in advance as fully as possible in the return quote, but we reserve the right to charge unforeseen costs on a subsequent calculation. Custom made products cannot be returned.

Article 5 – Prices

1.

All prices stated in our quotations are guide prices only, unless the contrary is expressly implied.

2.

Every sale will be made under the express condition that, in case of changes in freight charges, import duties, government levies, taxes wage bills and so forth, the price or prices which were based on cost factors applicable at the time when the sale was concluded shall be increased to reflect such changes in freight charges, import duties, government levies, taxes import taxes wages.

3.

Depreciation of the European currency, as well as price increases, which occur between the time of the order and payment, give us the right to change the agreed price accordingly.

Article 6 – Payments

1.

Payments for the purchased goods must be made within the agreed term, also with regard to partially executed orders, as far as this part is concerned, and without discount or compensation, at our office or into our bank accounts.

2.

Payments shall only be deemed valid if effected in accordance with the above provisions.

3.

By exceeding the aforementioned date, the Customer shall be deemed to be in breach or default of payment, and from the due date of the invoice shall be subject to an annual interest charge of 12% on the full outstanding amount for loss of interest incurred as a result of the breach, where a part-month is considered a full month.



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4.

If only partial payment is made without our express written permission, we shall reschedule the accrued outstanding amount. Any additional costs incurred by us as a result of the Customer's default shall be borne by the Customer.

5.

The purchaser is deemed to be in default by operation of law after the aforementioned agreed term has expired, therefore without notice or notice of default. In that case, any other agreements existing between us and the purchaser will be dissolved by operation of law, without the need for judicial intervention, if we have informed the purchaser that we wish to have this dissolution(s) take effect. If we do not express our wish to dissolve the agreements in question, we do have the right to suspend the fulfilment of our obligations thereunder.

6.

All costs associated therewith, including collection charges, bailiff's expenses, lawyers' fees, both judicial and extrajudicial, incurred by us to ensure the Customer's compliance, shall be borne by the Customer.

7.

We have the right to first deduct payments made by the purchaser from the costs, then from the accrued interest and finally from the principal and current interest. Furthermore, we can refuse an offer of payment without being in default if the purchaser indicates a different order for the allocation. We are also entitled to refuse full repayment of the principal if the accrued and current interest, as well as the costs, are not also paid. This within eight (8) days after receipt of the goods with an extension of up to thirteen (13) weeks for defects visible after commissioning.

8.

In the event that we file a bankruptcy petition against the Customer, the Customer shall be obliged to pay all costs associated therewith, in addition to the purchase price, interest and collections costs stated in paragraph 4 of this Article.

9.

In the event of delivery to two or more Customers, each Customer shall be liable jointly and severally for fulfilment of all obligations under the Agreement.

10.

In the event of the Customer's bankruptcy, suspension of payments, death, the application of the Debt Rescheduling Natural Persons Act [Dutch: Wet Schuldsanering Natuurlijke Personen], or in the event of the Customer being placed in receivership pursuant to a statutory provision, seizure on (part of) the company property or goods designated for the implementation of the Agreement, liquidation or takeover or any other comparable situation facing the Customer, or the Customer's failure to fulfil its obligations promptly, the Customer shall be obliged to pay all amounts due, without notice of default being required.



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11.

Each of the cases set forth in the preceding paragraph absolve us from all our obligations arising from the agreement vis-à-vis the Customer, notwithstanding the Customer's obligation to pay for all the goods delivered and without prejudice to our right to full compensation of all costs and damages, including loss of profits, the latter also being applicable in respect of any goods taken back in accordance with the provisions of Article 3. Additionally, all claims we might have or acquire in respect of the Customer by reason of the aforementioned cases will be fully due and payable with immediate effect, without notice of default being required.

12.

Supplier is obliged, on Client's first demand, to furnish security for the fulfilment of its contractual obligations. The claims the Client might have or acquire as a result of dissolution of the Contract, including its claim, if any, for compensation of losses and costs, shall be immediately due and payable in full.

13.

We reserve the right at all times, including in respect of sales that are subject to other conditions, to offer Cash-On-Delivery shipments or demand advance payment. C.O.D. consignments are payable at sight. If the Customer fails to or refuses to pay the C.O.D. amount via the requested instrument, proof of which is by way of a written declaration between the Customer and ourselves, issued by the carrier, the purchase price shall be payable forthwith and in full, without any obligation on our part to offer the refused goods for re-delivery.

14.

The Customer is obliged, also in case of the indebtedness being disputed, to pay the purchase price in full and to credit our bank account accordingly. We reserve the right to claim the latter in interlocutory proceedings, if so required.

Article 7 – Complaints

1.

Any complaint, irrespective of the reason or the cause, should be lodged in writing to us, by registered letter, within eight days of receipt of the goods, under penalty of cancellation of the Customer's right of recovery.

2.

The burden of proof of timely complaint lies with the purchaser. The purchaser will only be able to prove the correctness of his complaint on the basis of the goods, while the burden of proof lies with the purchaser that these goods are the same as those delivered by us and are in the same condition as when leaving our warehouses or the warehouses or factory of third parties. Complaints must be accompanied by a statement of the number and date of the invoice on which the goods in question were charged to the purchaser.



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3.

Complaints due to shortages, deviations from the stated specification or externally visible damage, which is not the result of transport, which the buyer will have to prove, must, in order to be valid, also be stated by the buyer on the receipt.

4.

Complaints in respect of shortages, deviations from stated specifications, or visible damage shall furthermore be stated by the Customer on the proof of receipt, all this to confirm that the complaint existed at the time of delivery of the goods.

5.

In respect of shortages, differences in dimensions or sizes, or damage, shall only be acknowledged if we are given the opportunity to inspect the delivered goods in their original condition and in their original packing.

6.

With regard to complaints, each partial delivery is considered a separate sale. Any right to complain shall lapse for the entire or partial processing or processing of delivered goods.

7.

In respect of complaints each partial delivery shall be considered separately by handling or processing delivered goods in whole or in part, all rights to lodge complaints shall lapse, except in case of defects that can appear only after handling or processing

8.

If we have failed to perform all or any of our obligations under the Agreement, we shall only be liable to rectify such defect or, in so far as we are deemed to be in breach of contract, to take back the delivered products and refund the purchase price, at our discretion.

9.

The buyer never has the right to refuse to accept the goods sold or to return them, unless we have agreed to this in writing in advance. The return shipment must be made to our address within ten (10) days after receipt of the approval by the buyer, at his own expense. The buyer is obliged to carefully store the goods complained of and to ensure careful packaging and shipping in the event of return shipment. The buyer remains liable for damage caused by negligence in this.

10.

If the buyer returns goods without our written consent and we nevertheless accept them, this will always be at the expense and risk of the buyer. The shipment will then be stored by us at the expense and risk of the buyer and kept available to the buyer, without any acknowledgement of the correctness of any complaints being inferred from this.



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Article 8 – Consumer purchase

1.

If, under Dutch law, there is a consumer purchase (7:5 et seq. BW), the buyer has the right to return delivered goods within a period of 14 working days without giving reasons. The cooling-off period commences at the moment that the buyer is put in possession of the item.

2.

The return shipment is entirely at the expense and risk of the purchaser. In the event of a dispute about the return shipment, the purchaser must be able to provide written proof that the return shipment was made on time. If such proof cannot be provided by the purchaser, the return shipment is deemed not to have taken place within the cooling-off period set for this purpose. The risk of loss or damage to the return shipment is entirely for the purchaser.

3.

Returns must be made in the original packaging, including any accessories, accompanying documentation and in an undamaged condition. If items have been used by the buyer or damaged in any way, the right to cancel lapses. The assessment of any damage is reserved for us.

4.

After we have approved the return shipment, we will ensure that the deposit or payment will be refunded to the buyer within a maximum of one calendar month or that a new comparable product will be delivered in consultation with the buyer.

5.

For deliveries abroad, there is no consumer cooling-off period. However, the provisions regarding guarantee remain unaffected.

Article 9 – Disputes

These General Conditions and all our offers and agreements, including deliveries overseas and ensuing legal relationships, shall be exclusively governed by the law of the Netherlands. All disputes, including simple monetary claims arising from or in connection with this Agreement, including those which are only regarded as such by one of the parties, shall be settled through arbitration by the competent court at Rotterdam.

Article 10 - General Conditions of Sale, Delivery and Payment

All preceding General Conditions of Sale, Delivery and Payment shall cease to apply.

Piershil, 30-05-2025