

General sales and delivery conditions Scheepstuigerij De Schieman B.V.

These general terms and conditions of sale and delivery have been filed with the Chamber of Commerce in Alkmaar under number 76831000

I General

- 1) Our quotations, sales and deliveries are made solely on the basis of these terms and conditions. They also apply to all future quotations, sales and deliveries, even if this has not been explicitly re-agreed. Counter-affirmations by the purchaser by reference to its own terms and conditions will not be acknowledged.
- 2) Deviations from our terms and conditions are only valid if confirmed by us in writing.

II Quotations and order confirmations

- 1) Our offers are without obligation and not binding. All quotations and order confirmations are only legally valid if they are recorded in writing.
- 2) For activities for which, due to their nature and scope, no offers or order confirmations are sent, the agreement is deemed to have been concluded at the moment that we have started the actual execution thereof. We are entitled upon or after entering into the agreement, before performing (further) performance, to demand security from the other party that both payment and other obligations will be met.
- 3) All agreements entered into by us can be canceled by us if it should appear from information to us that the buyer is not sufficiently creditworthy, except for the opportunity for the buyer to provide sufficient security in our judgment.
- 4) For orders below a specified by Scheepstuigerij De Schieman B.V. value to be determined, Scheepstuigerij De Schieman B.V. reserves the right to charge order costs by Scheepstuigerij De Schieman B.V. amount to be charged.

III Prices

- 1) All quotations are made, unless stated otherwise, subject to price changes. In the event of an increase in one or more of the cost price factors, we are entitled to increase the contract price accordingly, with due observance of any applicable statutory regulations.
- 2) Als de koper de goederen niet binnen de overeengekomen levertijd afneemt, kunnen wij de prijzen opnieuw vaststellen.

IV Delivery and delivery time

- 1) Unless otherwise agreed, delivery takes place ex workshop. The time of delivery is the moment that the goods are made available to the other party for transport to or for the benefit of the other party on our premises.
- 2) Specified delivery times are only approximate. Exceeding a delivery time does not oblige us to pay any compensation and does not offer the other party a ground for dissolution of the agreement. However, if the delivery time is exceeded, other than as a result of force majeure or caused by the other party's culpable or not, the other party has the right to set us a new delivery period in writing. If this new term is not met, the other party is entitled to dissolve the agreement, insofar as it has not yet been performed, by means of a written statement.
- 3) If the buyer does not call in time, we are entitled to demand immediate and prior payment for all goods to be delivered, against an offer of the goods to be delivered, or to cancel the order for the part not yet delivered, without the buyer himself being entitled to any right to this. compensation, and without prejudice to our ability to claim compensation.
- 4) Unless the buyer arranges for transport himself, the goods will be sent by a mode of transport to be chosen by us.
- 5) Goods are always shipped at the expense and risk of the other party.

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- 6) All shipments travel at the buyer's risk. For deliveries below a specified time limit by Scheepstuigerij De Schieman B.V. value to be determined retains Scheepstuigerij De Schieman B.V. reserves the right to charge freight costs. Upon receipt of the shipments, the buyer must ensure that the shipments are in undamaged condition. If not, he must only accept the shipment under protest and make a note of this on the receipt and notify us.

V Ascendancy

There is force majeure on our side if the execution of the agreement is wholly or partially prevented - temporarily or otherwise - due to circumstances beyond our control and as a result of which the fulfillment of the agreement can no longer reasonably be required of us by the other party. In the event that force majeure lasts longer than 90 days, both parties have the right to suspend the performance of the agreement in whole or in part, for the part to which the force majeure relates, or to dissolve the agreement in whole or in part by means of a written statement, without being obliged to pay any compensation for whatever reason.

VI Liability

We are never obliged to pay any compensation for damage, of whatever nature, direct or indirect, including trading loss, to movable or immovable property, or to persons, both at the other party and at third parties. All this except, to be proved by the other party, intent on gross negligence on the part of us or those for whom we are liable. If, for whatever reason, we are obliged to compensate any damage, the compensation will never exceed an amount equal to the invoice value regarding the defective goods that caused the damage. In the event of delivery in parts, we are obliged to compensate damage up to a maximum of the relevant part of the invoice amount.

VII Warranty, Complaints and Returns

- 1) We guarantee the soundness of the goods delivered by us within the framework of the specifications indicated by us.
- 2) We have the right to deliver 5% more or less than the contracted quantity.
- 3) A guarantee is not provided for (parts of) goods and materials manufactured by us, unless expressly agreed otherwise. Any right to a guarantee lapses if the other party does not fulfill its obligations under the agreement concluded with us or does not fulfill it on time.
- 4) Warranties are excluded for items sold without warranty or as second choice.
- 5) In the event of return, the goods must be carefully packed and delivered carriage paid to our address. They travel at the buyer's risk. Return shipments with which we have not expressly agreed in writing do not release the buyer from his payment obligations in any way.

VIII Packaging

If the buyer does not return the layout and packaging material, which remains the property of the seller, within a period to be set by the seller, in impeccable condition in accordance with the established provisions, we have the right to charge the buyer these costs.

IX Retention of title

The ownership of the goods to be delivered rests with us and only transfers to the other party after full payment by the other party of all that we in return under the agreement for goods delivered, as well as due to shortcomings in the fulfillment of such an agreement, of the the other party, including damage, costs and interest. The other party is not entitled to alienate the goods subject to retention of title or to grant any limited right to them to a third party.

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X Merken

Indien wij goederen onder handelsmerk verkopen, mag dit merk zonder onze voorafgaande schriftelijke toestemming niet worden gebruikt voor van deze goederen vervaardigde producten.

XI Betaling

Tenzij schriftelijk anders overeengekomen, dient betaling te geschieden binnen 30 dagen na factuurdatum zonder aftrek of verrekening, hetzij à contant, hetzij op onze bankrekening. Vanaf het ogenblik waarop een debiteur in gebreke is met tijdige betaling wordt deze ons een rente van tenminste 5% boven het officiële disconto in het land van de koper verschuldigd. Daarnaast zijn de kosten van buitengerechterlijke incassering direct en onmiddellijk door de debiteur verschuldigd.

XII Geschillen

Op de krachtens deze algemene voorwaarden te sluiten overeenkomsten is het Nederlands Recht van toepassing. Alle geschillen zullen worden beslecht door de bevoegde Burgerlijke Rechter in het arrondissement Alkmaar, tenzij wij het geschil wensen voor te leggen aan de, volgens de normale competentieregels bevoegde Burgerlijke Rechter, dan wel wensen te laten beslechten middels arbitrage of bindend advies.

