

GENERAL TERMS AND CONDITIONS OF HOLLAND COVERS ZEILMAKERIJ B.V. in Etten-Leur

1. Definitions

1.1 Holland Covers: User of these general terms and conditions of Holland Covers Zeilmakerij B.V., with its registered office at Oude Kerkstraat 14c in (4878 AA) Etten-Leur.

1.2 Customer: natural persons, legal entities and individuals in the course of their business or profession, which are the other party to quotations and agreements.

1.3 Agreement: the contractual relationship under which Holland Covers supplies items, performs services, carries out assignments or effects work.

1.4 Activities to which these general terms and conditions pertain:
supplies including manure silo coverings, floating covers, liners, stable curtains, tarpaulins, insulation covers, welding tents, scaffolding covers, container/wire netting covers / trailer tarpaulins, window covers

2. The Agreement and the applicability of these General Terms & Conditions

2.1 Unless otherwise expressly agreed in writing, only these general terms and conditions apply to all agreements and any other contractual relations to which Holland Covers is party, irrespective of any (previous) reference by the Customer to other general terms and conditions.

2.2 All offers made by Holland Covers are without obligation and are valid for 30 days.

2.3 The Agreement is concluded at the moment Holland Covers has confirmed the order in writing or when Holland Covers has commenced the implementation of the Agreement without prior written acceptance.

2.4 In the event that no offer or order confirmation is sent for the work to be performed, the invoices to be sent by Holland Covers are deemed to correctly and fully represent the agreement. The administration of Holland Covers is decisive in this respect.

2.5 Any subsequent supplementary agreements or amendments to the Agreement or of these general terms and conditions, as well as (verbal) agreements and/or commitments from Holland Covers are only binding on Holland Covers if these changes are confirmed in writing by Holland Covers.

3. Delivery and lead time

3.1 Unless agreed otherwise, delivery takes place by means of delivery to the Customer from the business premises of Holland Covers (Oude Kerkstraat 14c in Etten-Leur). The risks of the items to be delivered transfer to the Customer at the moment of delivery.

3.2 If parties have agreed that Holland Covers will deliver the goods to be supplied at a location to be agreed with the Customer, delivery will take place at the moment the goods are delivered on-site. If it is agreed that the Customer themselves will take care of the transport from Etten-Leur, the risk transfers at the moment that the goods have left the premises of Holland Covers.

3.3 Customer is obliged to check the goods for any defects or damage immediately upon delivery.

3.4 Immediately after the check during the delivery, the Customer must report/have reported any defects or damage to the items to be delivered that are present with the delivery on the delivery note, the invoice and/or other document, failing which Customer is deemed to have approved that which is delivered.

3.6 If it appears that the Customer has still left invoices from Covers Holland unpaid and the payment term of those invoices has elapsed, Holland Covers is entitled to postpone delivery until such time as all invoices whose payment term has expired are settled.

3.7 The delivery time quoted by Holland Covers is an indicative delivery time which Holland Covers may deviate from in the event of unforeseen or unexpected circumstances. If, in the opinion of the Customer there is still a question of late delivery, Customer must give notice of default to Holland Covers, wherein a minimum period of four weeks after notice of default shall be reasonable to comply.

3.8. Exceeding the delivery time for whatever reason does not entitle the Customer to compensation for damages.

3.9 When the items have still not yet been taken possession of by the Customer after the expiry of the delivery period, the items are stored at Holland Covers at the expense and risk of the Customer. After a period of eight weeks Holland Covers is entitled to (privately) sell these items or terminate the agreement. If Holland Covers proceeds to sell (privately), the associated costs with this and the difference between the invoice value and the sales proceeds will be borne by the Customer, without prejudice to the other rights of Holland Covers.

3.10 Customer may be required to pay the storage costs as from failure to meet the agreed or otherwise applicable delivery date. These costs amount to € 25 per day.

4. Retention of title

4.1 Holland Covers retains the ownership of all items delivered to the Customer, until such time as the Customer has fulfilled all obligations of Agreements concluded with Holland Covers in so far as these obligations relate to:

- the consideration(s) with reference to the items to be supplied by Holland Covers;
- the consideration(s) with reference to the services to be provided by Holland Covers;
- any claims arising from non-fulfilment of an Agreement by the Customer.

4.2 As long as the ownership of the items to be supplied has not been transferred to the Customer, the latter may not pledge, transfer ownership or grant third parties any rights thereto.

4.3 Buyer is obliged to keep the items delivered under retention of title with due care and to store them as identifiable property of Holland Covers and to insure them in an adequate manner.

4.4 Notwithstanding the other rights accorded to Holland Covers, they are entitled to repossess the items under retention of title and still present at the Customer, if the Customer is in default of his (payment) obligations, without Holland Covers being obliged to compensate any damages or costs.

4.5. Customer is obliged to immediately inform Holland Covers if third parties seize items that are the property of Holland Covers or otherwise have laid claims to these items. Customer is moreover obliged to immediately inform these third parties of the ownership rights of Holland Covers.

5. Prices and payment

5.1 All prices agreed by Holland Covers and Customer are exclusive of VAT, insurance, storage and transportation costs, unless expressly stated otherwise.

5.2 Notwithstanding the right of Holland Covers to demand a down payment, payment must be made at the latest within 30 days after the invoice date, unless otherwise stated on the invoice.

5.3 In refusing to pay or provide security immediately upon request of Holland Covers, notwithstanding its other rights, Holland Covers is entitled to suspend or terminate the execution of the Agreement.

5.4 If more than one Customer is involved, all Customers are jointly and severally liable to Holland Covers.

5.5 If execution of the Agreement cannot be done within the agreed period owing to circumstances that are not attributable to the Customer, this does not lead to the suspension of the payment obligation of the Customer.

5.6 If Customer has not settled their payment obligations within the period agreed, following the expiry of that period and after notice of default (minimum term 8 days) then Customer is in default. As from the date on which the outstanding amount has become due and payable until the date of payment, the Customer shall then owe interest at the level of the statutory commercial interest rate and statutory interest in the case of private sale.

5.7 If Customer fails to fulfil their payment obligations, they must compensate extrajudicial collection charges to Holland Cover, which costs are calculated for the Extrajudicial Collection Costs (Fees) Decree (BIK rate).

5.8 Complaints about invoices sent to the Customer must be reported in writing to Holland Covers within fourteen days after the date of dispatch.

6. Right of complaint

6.1 Complaints about defects that are not the defects referred to in Article 3.4 must be submitted in writing to Holland Covers within 8 days after the customer has noticed or could have noticed the defects. If Customer has only reasonably been able to discover the defect later, Customer shall have reported the defect within fourteen days of the discovery of the defect.

6.2 If Customer has not reported a possible defect within the period specified in paragraph 1 of this Article, he may no longer make a claim on the defect. Complaints may also not be lodged if the Customer himself has carried out repairs to the items delivered.

6.3 No complaint will be accepted for items delivered, that do meet the qualities, but which turn out not to be suitable for the purpose for which the Customer wishes to use them. This is the responsibility of the Customer.

6.4 If the complaint is upheld by Holland Covers, the resulting obligations are limited either to crediting the purchase price or repair or replacement of the items delivered, at the discretion of Holland Covers.

6.5 That which has been supplied may only be returned following prior written consent of Holland Covers and the shipment should take place carriage paid (costs to Customer).

6.6 Complaints do not release Customer from their payment obligations to Holland Covers.

7. Intellectual property

7.1 All (intellectual property) rights regarding design, the models, copyrights and the manner of manufacture of the items sold by Holland Covers and the brand under which these are put on the market rest with Holland Covers, to the extent that these do not belong to third parties. It is not permitted to copy the items sold by or via Holland Covers or to imitate the method of manufacture or disclose this to third parties.

7.2 Customer indemnifies Holland Covers from all claims from third parties that may come at the expense of Holland Covers as a result of the breach of (intellectual property) rights including copyright, trademark, patent and license rights as a result of data, documents or models supplied by or on behalf of the Customer to Holland Covers for the execution of assignments given by the Customer.

8. Force Majeure

8.1 If Holland Covers is hindered from carrying out the Agreement in whole or in part as a result of force majeure, then Holland Covers is entitled, without judicial intervention, to wholly or partly suspend or terminate the agreement without Holland Covers being held to any damages or execution of a warranty obligation.

8.2 If Holland Covers is delayed in the execution of the agreement owing to force majeure or any other unforeseen circumstance, then Holland Covers is not liable for the consequential damages caused to the Customer. In such cases Holland Covers will be considered to have fulfilled its obligations by providing the goods or services at a later date once the force majeure has ceased to exist.

9. Termination

9.1 If Customer a) does not fulfil or is late in fulfilling any obligation arising from the agreement concluded with Holland Covers b) ceases his activities, c) is declared bankrupt, d) suspension of payment is granted with regard to him or e) the statutory debt management scheme for natural persons has been declared applicable to him, then he is deemed in the said situation under a), after a notice of default of at least 8 days and in said situations under b) up to and including d), to be immediately in default.

9.2 Notwithstanding its other rights, Holland Covers is entitled to immediately suspend or terminate the execution of the Agreement in the said situations in paragraph 1 of this article.

10. Liability

10.1 Any liability of Holland Covers, for whatever reason, is always limited to credit or free replacement or repair as described Article 6.4.

10.2 To the extent that Holland Covers might be liable in any way, this liability does not extend further than the amount that is paid out under a liability insurance concluded by Holland Covers in respect of the case in question.

10.3 Liability in respect of indirect damages caused by any (attributable) failure by Holland Covers is completely excluded.

10.4 Holland Covers is not liable for damages resulting from shortcomings and wrongful acts of third parties and damage occurring to or resulting from items delivered by third parties. Customer indemnifies Holland Covers against all liabilities of third parties.

10.5 The right to claim for damages on any grounds whatsoever expires twelve months after the loss-causing occurrence is discovered or could reasonably have been discovered and in any case eighteen months after the loss-causing occurrence occurred.

11. Applicable law and competent court

11.1 The Agreement and these general terms and conditions are governed by Dutch law.

11.2 Application of the Vienna Convention on contracts is expressly excluded.

11.3 Only the jurisdiction of the Zeeland West Brabant court is competent with respect to any dispute concerning or relating to the Agreement and / or these general terms and conditions.

12. Ch. of Comm. Registration

12.1 These general terms and conditions of Holland Covers Zeilmakerij B.V. established at Oude Kerkstraat 14c in (4878 AA) Etten-Leur are filed with the Chamber of Commerce in Breda under number: 20170536