

General sales conditions

1. Price:

Unless other agreement, in written form, our prices are subject to modifications due to possible increases in costs which may occur during the supply.

2. Deliveries:

The delivery times agreed upon are merely indicative and not binding for us, thus they do not form an essential term of the contract and the seller is not obliged to pay any claim for damages possibly raising due to delay in delivery and interruptions and / or partial reduction of the supply due to force major and any how, to some reason beyond seller's control. Force major cases, possible strikes included, also occurring among the categories involved in the manufacture of the seller's, will relieve the seller from any obligation toward the customer and deliveries will be modified according to following agreements taken with the customer. Delivery time to be intended in working days.

3. Shipments:

The goods will travel at buyer's own risk and the damages possibly occurring of any nature, cannot give cause for claims of any kind towards the seller, and this even, if the supply has been, for previous agreements, free at destination. In such case the complains have always to be addressed to the forwarding agent, but this cannot release the buyer from his obligation towards the seller, to take deliveries of the goods and honour the payment under term and conditions agreed upon.

4. Payment terms:

Payment to be made to seller above, under the agreed terms. The seller has the right to accept for the settlement cheques, drafts of bills of exchange, which however cannot be in any case substitution of the original debt and can not displace the territorial jurisdiction in case of dispute. Payments as they have been agreed are due also in case of delay on deliveries of goods and / or averages and / or partial or total losses occurred during the transport. The non-payment, even if partial, of one invoice, or anyway the non-fulfilment of payment conditions above described, will give the seller the right to: hold up the execution of his contract obligations without any previous notice, make up for his possible losses.

5. Moulds:

Unless otherwise agreed, the amount, charged to the customer for the moulds is to be considered a full payment of all production costs of these moulds, copyright excluded. After payment is received the moulds are being regarded as the customer's property left at the seller to be used and stored in good housekeeping. Modifications and maintenance are therefore considered to be the single responsibility of the customer and in accordance charged for. Only against an extra fee of 25% of the original tool charge, compensating the copyright on the design of the tool, seller can be asked to deliver the tool to another location as instructed by the customer. All charges involved in order to make this delivery are to be paid by the customer.

6. Payment of moulds:

The non-satisfaction of samples, which is however under size tolerance, does not give authorisation to the customer not to pay the agreed charges as stated in above 5), which charges must be in any case paid and refund to the seller.

7. Production release:

Generally production is preceded by a sample lot, the delivery terms; even though same are merely indicative, start from the date of approval by the customer after the samples have been submitted. Failing the written assent, the orders following delivery of the sample lot to the customer are considered to be performed in conformity to the already approved samples and thus take automatically the status and validity of approval for the relevant samples.

8. Hold up supplies:

Beside the statement at item 4), should one of the terms be not complied with, even if partially, or should any modification of any kind occur either in the trade name or in the trade position of the customer, the seller will have the right to stop the outstanding supplies.

9. Claims:

Any possible claim from the customer concerning the goods supplied will have to reach the seller not later than eight days after receipt of the goods. However the possible claim cannot release the buyer from his obligation to take delivery of the goods and to honour the payments agreed. Any complaint is deemed as valid only after previous regular payment of the price for the goods concerned.

10. Quantity of the goods delivered:

It is agreed between the parties that the seller, considering this special kind of manufacturing, will have the right to carry out the order with +/-10% change for the quantity agreed.

11. Responsibility:

The buyer forces himself to supply drawings, projects or samples to manufacture products that do not violate other industrial or commercial property rights and gives in this respect the widest warranty to the seller. Consequently, the buyer engages himself to hold the seller harmless from any prejudicial consequence caused by the transgression to this engagement.

12. Interest on arrears:

In case of non-payment or delayed payment, the interest on arrears will be due from the buyer to the seller at the rate of the Dutch official discount more than 5% on the amount invoiced.

13. Competent Law-Courts:

For each possible dispute the competent law-court is the one in Alkmaar, and such competence cannot be in any way derogated.

14. Acceptance:

By accepting these general sales conditions the customer/buyer gives up his own possible general purchase conditions, both separately and in total way.