Article 1 Preamble
1. Those General Conditions shall apply when the parties agree in writing or otherwise. When the General Conditions apply to a specific contract, modifications or deletions from them must be agreed in writing.
2. The objects to be supplied under these General Conditions is (are) hereinafter referred to as the Product.
3. Those General Conditions use the term in writing, this shall mean by document signed by the party or, by letter, fax, electronic mail and by such other means as are agreed by the parties.

Article 2 Definitions
2.1 "Buyer" is herein also understood to mean any models, moulds, forms, tools, equipment, patterns, etcetera in the broadest sense, as provided by or produced to the Supplier.
2.2 "Contract" means hereinafter the contract the parties have entered into.
2.3 "Supplier" also means: everyone who refers to these conditions for delivery in his tender.
2.4 "Mould components" are understood to mean any components, materials, resources, or parts thereof that are to be fitted to, into, or respectively incorporated into the Product to be manufactured.

Article 3 Tender
3.1 Every tender made by the Supplier is free of engagement. A contract shall not be effective until the Supplier has accepted in writing and without reservations, or after the Supplier has started the work or supply of the goods.
3.2 The Supplier offers to the Purchaser only, as a guide, the scope of the work he undertakes to perform. The Purchaser shall not be bound by the tender or offer and the Supplier is not bound to accept the purchase order.
3.3 The order includes all that, which has been described in the tender. The contents of brochures, printed matter and such shall not be binding upon the Supplier, unless the Supplier has expressly referred to that. The Supplier reserves the right to work with the contract, use, processing, storage and such of the Product of the Supplier, are provided free of engagement and without any liability.
3.4 Tenders are always based on any data, drawings and resulting measurements as provided by the Purchaser.

Article 4 Drawings and descriptions
4.1 Drawings, technical descriptions, designs and calculations shall be part of the contract if and as far as they are referred to in the contract. If the drawing differs from the description in the order, the latter shall prevail.
4.2 The rights for use of the drawings and calculations concerning and revealing models or, moulds, moulds, illustrations, sketches, brochures and advertising materials, calculations, drawings, offers and such, and services carried out by the Supplier, all these in the broadest sense. On the basis of the contract of which these conditions are a part, these rights shall be transferred to the Supplier for as much as has not been included in the contract or payment or in the case of liquidation, the Supplier shall have the right to sell the models, moulds, etcetera to the Purchaser, or to have the transfer of said rights be entered in the appropriate registers.

Article 5 Price, delivery, passing of risk
5.1 The price is to be charged in the contract unless otherwise stated. In case of termination of the contract due to a circumstance as mentioned in Clause 12.2, the Supplier shall have the right to increase the price accordingly.
5.2 Should the purchase price, prices of resources and raw materials, wages, salaries, social contributions and charges by the authorities be subject to a price increase within three months after the date of the supplier or order confirmation, or including price increases due to exchange rate fluctuations, or even if the above should occur due to circumstances that could be anticipated at the time of the tender or order confirmation, the Supplier reserves the right to increase the price up to a maximum of 10 per cent.
5.3 Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the contract. If no trade term is specifically agreed the delivery shall be Ex Works (EXW).
5.4 For delivery in installments, if applicable, the Supplier shall by notice in writing to the Purchaser, undertakes to send the Product to their destination, the risk shall pass no later than at the time when the Product is handed over to the carrier.
5.5 Unless otherwise agreed, partial shipments shall be permitted.

Article 6 Purchaser's obligations
6.1 The Purchaser is under the obligation to see to it that the Supplier is promptly provided with those components and such as are to be fitted to or incorporated into the Product to be manufactured by the Supplier, as is agreed upon in the contract. If the Supplier is not provided with the components and such as are to be fitted to or incorporated into the Product to be manufactured by the Supplier, the Purchaser shall have the right to demand that the Supplier commits itself to deliver the components and such to the Purchaser, or to provide indemnification on that account.
6.2 Delivery times quoted by the Supplier shall commence at that point in time at which the information, components and such, and approval(s) are in the possession of Supplier, and the Purchaser has met his obligations. If no time of delivery has been agreed on, work will be carried out with all due despatch after receipt of the above-mentioned information, components and such, and after approval(s) have been given by the Supplier, after which delivery take place.
6.3 Without prejudice to that stipulated in these conditions the Supplier shall not be liable for damage caused by late delivery or our exceeding the duration of the work until the Purchaser has declared the contract to be terminated in default. In case the Purchaser wants the Supplier to deliver the Product within the time specified in the contract, the Purchaser shall have the right to exercise the right to liquidated damages if he has not lodged a claim in writing for such damages within six months after the time when delivery should have taken place.
6.4 The Supplier shall have the right to terminate the contract by notice in writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 7.9 the Supplier will be entitled to terminate the contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties. If the Purchaser terminates the contract the Supplier shall be entitled to cancel the contract in consequence of the loss he has suffered as a result of the Purchaser's delay. The total compensation, including the liquidated damages which are payable under this paragraph, shall be subjected to the assessment of the price of the Product for the remaining part of the contract and the liquidated damages which are payable under this paragraph shall be in all cases, at all events, the legal consequence of the Purchaser's delay or of the fact that the Purchaser fails to accept delivery of the Product, if the Supplier shall have paid for the work or supply of the goods.
6.5 The Supplier's obligations for delivery or acceptance in default of payment or of hands over the goods.
6.6 The Supplier's right to terminate the contract in case of delay or non-delivery of the goods.

Article 7 Time for delivery - delay
7.1 Under all circumstances the Supplier shall be authorized:
   a. to have the whole work or part thereof carried out by any third party under the Supplier's supervision;
   b. to appoint one or more persons to represent the Supplier in matters pertaining to said work.
7.2 The Supplier shall not be bound by orders or instructions directly given by the Purchaser or the latter's authorized agent to the staff of the Supplier or third parties working under the instructions of the Supplier, unless otherwise agreed in writing.
7.3 If the Purchaser wishes to introduce changes in the order after the confirmation of the order, any cost already made by the Supplier, and any additional cost caused by that, as well as the amount of loss of profit and compensation, shall be charged to the Purchaser.
7.4 The delivery period must be increased by the time necessary for the Supplier to bring the Product into a condition suitable for delivery.
7.5 The delivery period is determined in the expectation that the Supplier will be able to continue working as anticipated at the time of the tender respectively order confirmation, and assuming that the information and components given by the Purchaser or the latter's authorized agent to the Supplier, as well as the receipt of the necessary information and components, and such, and approval(s) have been given by the Supplier, after which delivery take place.
7.6 Delivery times quoted by the Purchaser shall commence at that point in time at which the information, components and such, and approval(s) are in the possession of Supplier, and the Purchaser has met his obligations. If no time of delivery has been agreed on, work will be carried out with all due despatch after receipt of the above-mentioned information, components and such, and after approval(s) have been given by the Supplier, after which delivery take place.
7.7 If, after expiry of the delivery period, the Product has not been taken up by the Purchaser it shall be available for the Purchaser and shall be stored at his risk and expense. In that case the Supplier shall have the right to charge the Purchaser for storage and risk and charges.
7.8 If delay in delivery is caused by any of the circumstances mentioned in Clause 12.2 or by an act or omission on the part of the Purchaser, including suspension under Clauses 10.3 or 13, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
7.9 If the Product is not delivered at the time of delivery (as defined in Clauses 7.4 and 7.6 and 7.8), the Purchaser is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages are to be calculated as a rate of 10 per cent of the purchase price or in case of liquidated damages, each completed week of delay. The liquidated damages shall not exceed 5 per cent of the purchase price. If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties. If the Purchaser terminates the contract the Supplier shall have the right to liquidate the purchase price if the liquidated damages has not lodged a claim in writing for such damages within six months after the time when delivery should have taken place.
7.10 If the Supplier to the delay or non-delivery of the Supplier, the Purchaser may in writing demand delivery within a final reasonable period which shall not be less than one week. If the Supplier does not deliver within such final period and this is not due to any circumstance for which the Purchaser is responsible, then the Purchaser may by notice in writing to the Supplier, if it is incapable in consequence of such the Purchaser's failure to deliver be used as intended by the parties. If the Purchaser terminates the contract he shall be entitled to claim compensation for the loss he has suffered as a result of the Supplier's delay. The total compensation, including the liquidated damages which are payable under this paragraph, shall be subjected to the assessment of the price of the Product for the remaining part of the contract and the liquidated damages which are payable under this paragraph shall be in all cases, at all events, the legal consequence of the Purchaser's delay or of the fact that the Purchaser fails to accept delivery of the Product, if the Supplier shall have paid for the work or supply of the goods.
7.11 Liquidated damages under Clause 7.9 and termination of the contract with limited compensation under Clause 7.10 are the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of gross negligence. In these General Conditions gross negligence shall mean an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious supplier would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission.

Article 8 Mould
8.1 If the Purchaser shall be under the obligation to pay the Supplier 50% of the manufacturing cost at the time of which the order to manufacture a mould is given. Only after said payment the Supplier shall commence manufacturing the mould. Likewise, the Supplier shall not be obliged to commence modifications, improvements or repairs of the mould until the price of that has been paid in accordance with our agreed payment arrangement.
8.2 The price for the work or supply of the mould, the Purchaser shall pay an advance to the cost to be determined by the Supplier, and at first request of the Supplier. The remaining manufacturing cost are to be paid at the time of having the first test products out of the mould.
8.3 The mould is to be supplied with the Product to be manufactured. After the mould has been completed, and any test series or test models provided by the Supplier have been released for mass production (approved) by the Purchaser, and after the Purchaser has informed the Supplier of that in writing, the test series or test model released in that manner shall be a reference to the final mould and the Supplier shall be entitled to sell any such moulds and the moulds identical to it to third parties, unless otherwise agreed in writing.
8.8 The Supplier shall not be responsible for loss of or damage to the mould, except in cases of intent, gross negligence or very improper use on part of the Supplier. In those cases the mould will be repaired or replaced at the expense of the Dealer.

8.9 The Purchaser shall not be responsible for any damage to the mould or to parts of the mould or to the materials, goods or equipment with which said mould is to be used, caused by the Purchaser’s or third parties’ negligence or failure to observe the instructions of the Supplier. The Purchaser shall forthwith inform the other party thereof in writing. The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages according to the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless. If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall indemnify, defend and hold the other party harmless against any claims resulting from that. If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall indemnify, defend and hold the other party harmless. If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall indemnify, defend and hold the other party harmless.

9.2 If the Purchaser does not fill or perform the purchase order within the time agreed in writing, the Supplier shall be entitled to demand that the contents of the contract are changed in such a way that execution will still be possible. The changed execution is charged as additional work / work reduced.

10.6 Payments made by the Purchaser shall always serve as payment of any interest and cost due, and after that, of the earliest, outstanding invoices, even if the Supplier should state that the payment is made to

14.15 Notwithstanding the provisions of Clauses 14.1-14.14 the Supplier shall not be liable for defects in any part of the Product for more than two years from the beginning of the period given in Clause 14.2.

14.14 The Supplier is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Product. The Supplier's liability does not cover defects which are

14.5 On receipt of the notice under Clause 14.4 the Supplier shall remedy the defect without undue delay and at his own cost as stipulated in Clauses 14.1-14.16 inclusive.  Repair shall be carried out at the place

16.2 Subject to the provisions of Clauses 14.2-14.16 inclusive, the Supplier shall remedy any defect or nonconformity (hereinafter termed defects) resulting from faulty design, materials or workmanship.

17.2 Any disputes between the Supplier and the Purchaser will exclusively be judged by the competent judge in the district of Breda in the Netherlands, unless legal provisions determine otherwise.

11.1 In case of Product to be manufactured according to drawings, samples, models or other instructions in the broadest sense, received by the Supplier from the Purchaser, or from the Purchaser through third parties, the Purchaser shall be liable for any defects caused by the Supplier's negligence in the execution of or deviation from such instructions, regardless of whether said Product is delivered to the Purchaser or passed on to third parties.

11.1 In case of Product to be manufactured according to drawings, samples, models or other instructions in the broadest sense, received by the Supplier from the Purchaser, or from the Purchaser through third parties, the Purchaser shall be liable for any defects caused by the Supplier's negligence in the execution of or deviation from such instructions, regardless of whether said Product is delivered to the Purchaser or passed on to third parties.

12.5 If the Supplier has fulfilled part of its obligations, he shall be entitled to a proportionate part of the price agreed on the basis of work already carried out and cost incurred.

12.4 Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

14.3 When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product.

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

14.4 When a Product has been delivered, the Purchaser may notify the Supplier in writing of any defect which appears within a period of six months from the date of delivery of the Product, and it shall forthwith inform the Supplier thereof in writing. The Purchaser shall be entitled to demand that the contents of the contract are changed in such a way that execution will still be possible. The changed execution is charged as additional work / work reduced.

13.2 If the Purchaser is at fault, the Purchaser shall indemnify the Supplier against any claims resulting from that.

10.5 The Purchaser shall be liable for the cost of maintaining the mould, and for damage caused by the order and its suspension or termination.

10.6 Payments made by the Purchaser shall always serve as payment of any interest and cost due, and after that, of the earliest, outstanding invoices, even if the Supplier should state that the payment is made to

14.1 The Purchaser shall not be responsible for loss of or damage to the mould, except in cases of intent, gross negligence or very improper use on part of the Supplier. In those cases the mould will be repaired or replaced at the expense of the Supplier.

10.4 The Purchaser shall be in default without any required notice of default by the mere expiry of the term of payment, and in case of (an) application for bankruptcy or suspension of payment, legal restraint, bankruptcy or liquidation.

10.6 Payments made by the Purchaser shall always serve as payment of any interest and cost due, and after that, of the earliest, outstanding invoices, even if the Supplier should state that the payment is made to

8.11 As long as a mould is considered technically usable, and is in the possession of the Supplier, the cost of maintenance are borne by the Supplier in case of regular repeat orders.

12.5 If the Supplier has fulfilled part of its obligations, he shall be entitled to a proportionate part of the price agreed on the basis of work already carried out and cost incurred.

12.4 Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

12.5 If the Supplier has fulfilled part of its obligations, he shall be entitled to a proportionate part of the price agreed on the basis of work already carried out and cost incurred.

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

14.4 When a Product has been delivered, the Purchaser may notify the Supplier in writing of any defect which appears within a period of six months from the date of delivery of the Product, and it shall forthwith inform the Supplier thereof in writing. The Purchaser shall be entitled to demand that the contents of the contract are changed in such a way that execution will still be possible. The changed execution is charged as additional work / work reduced.

14.3 When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product.

14.1 The Purchaser shall not be responsible for loss of or damage to the mould, except in cases of intent, gross negligence or very improper use on part of the Supplier. In those cases the mould will be repaired or replaced at the expense of the Supplier.

10.5 The Purchaser shall be liable for the cost of maintaining the mould, and for damage caused by the order and its suspension or termination.

14.1 The Purchaser shall not be responsible for loss of or damage to the mould, except in cases of intent, gross negligence or very improper use on part of the Supplier. In those cases the mould will be repaired or replaced at the expense of the Supplier.

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

14.3 When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product.

14.1 The Purchaser shall not be responsible for loss of or damage to the mould, except in cases of intent, gross negligence or very improper use on part of the Supplier. In those cases the mould will be repaired or replaced at the expense of the Supplier.

10.5 The Purchaser shall be liable for the cost of maintaining the mould, and for damage caused by the order and its suspension or termination.

8.11 As long as a mould is considered technically usable, and is in the possession of the Supplier, the cost of maintenance are borne by the Supplier in case of regular repeat orders.

12.5 If the Supplier has fulfilled part of its obligations, he shall be entitled to a proportionate part of the price agreed on the basis of work already carried out and cost incurred.

12.4 Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

10.4 The Purchaser shall be in default without any required notice of default by the mere expiry of the term of payment, and in case of (an) application for bankruptcy or suspension of payment, legal restraint, bankruptcy or liquidation.

12.5 If the Supplier has fulfilled part of its obligations, he shall be entitled to a proportionate part of the price agreed on the basis of work already carried out and cost incurred.

12.4 Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

14.1 The Purchaser shall not be responsible for loss of or damage to the mould, except in cases of intent, gross negligence or very improper use on part of the Supplier. In those cases the mould will be repaired or replaced at the expense of the Supplier.

12.1 If, after a contract has been entered into, said contract cannot be fulfilled by us due to circumstances that were not known to us at the time at which the contract was entered into, we shall have the right to

14.14 The Supplier is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Product. The Supplier's liability does not cover defects which are

14.15 Notwithstanding the provisions of Clauses 14.1-14.14 the Supplier shall not be liable for defects in any part of the Product for more than two years from the beginning of the period given in Clause 14.2.

14.14 The Supplier is liable only for defects which appear under the conditions of operation provided for in the contract and under proper use of the Product. The Supplier's liability does not cover defects which are