



Vartex
Hichtumerweg 5a
8701 PG Bolsward
T +31 (0)515 750 828

Article 1 General

1. These conditions apply to every offer, tender and agreement between Vartex, a registered trade name of Forouzfar Laundry Systems B.V., hereinafter referred to as "User", and a Party to which user has declared these conditions applicable, insofar as these conditions are not parties explicitly and in writing deviated.
2. These conditions also apply to agreements with user, the execution of which user services of third parties.
3. These general conditions are also written for the employees of User and its management.
4. The applicability of any purchase or other conditions of the other party is explicitly rejected.
5. If one or more provisions of these terms at any time wholly or partially invalid or void, it remains, in these terms fully applicable. User and the other party shall then consult to develop new rules to replace the invalid provisions to be agreed, as much as possible the purpose and intent of the original provisions are observed.
6. If uncertainty exists regarding the interpretation of one or more provisions of these terms, then the explanation must be found "in the spirit of these provisions.
7. If there is a conflict between parties that do not occur in these general conditions, then this situation should be assessed in the spirit of these terms and conditions.
8. If User does not always demand strict compliance with these conditions, does not mean that its provisions do not apply, or that user to any degree would lose the right to otherwise demand strict compliance with the provisions of these terms and conditions.

Article 2 Offers and Deals

- 1 All bids and offers of user are free, unless the offer a deadline for acceptance. A tender offer expires if the product on which the offer or the offer relates, in the meantime no longer available.
- 2 User reserves the right to change hourly rates and travel costs tat least once a year.
- 3 in a bid or offer prices are exclusive of VAT and other government levies, if any part of the contract costs, including travel and subsistence, postage and handling, unless otherwise indicated.

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4 If the acceptance (or not to subordinate items) from the tender offer or the offer included User is not bound. The agreement is not in accordance with said deviating acceptance, unless user indicates otherwise.

5 A compound quotation shall not oblige user to execute part of the assignment against a corresponding part of the price. Offers and tenders shall not automatically apply to future orders.

6 User can not have bids or offers will be taken if the other party can reasonably understand that the bids or offers, or any part thereof, an obvious mistake or error.

Article 3 Suspension, dissolution and termination of the contract

1. User, the fulfillment of the obligations to suspend or terminate the agreement if:

- The Other obligations under the agreement, not fully or timely comply;
- After the conclusion of the contract user learns of circumstances giving good ground to fear that the other party will fulfill obligations;
- The other party in concluding the agreement was requested to provide security for the fulfillment of his obligations under the agreement and this security is not provided or insufficient;
- If the delay on the part of the Other User can no longer be required to the contract against the originally agreed conditions will fulfill user is entitled to terminate the agreement.

2. Furthermore, User is entitled to terminate the agreement if circumstances arise of such a nature that fulfillment of the contract impossible or if other circumstances arise of such nature that the unaltered maintenance of the agreement can not reasonably be demanded of User .

3. If the agreement is dissolved, the user's claims against the other party immediately due and payable. If User fulfillment of the obligations, he shall retain his rights under the law and agreement.

4. If User to suspension or dissolution, he is in no way be liable for damages and costs it incurred in any way.

5. If the dissolution is attributable to the Other, User is entitled to compensation for damages, including costs, thereby directly and indirectly.

6. If the other party from obligations under the contract fails and this failure justifies dissolution, then User shall be entitled with immediate effect to cancel without any

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obligation to pay any damages or compensation, while the other party, under of default, or for damages or compensation is required.

7. If the agreement is terminated prematurely by user, will in consultation with the Other arrange for transfer of additional work to third parties. Unless the termination is attributable to the Other. If the transfer of work for additional user costs are incurred, they will be charged to the Other. The Other Party shall pay such costs within the period mentioned, unless user indicates otherwise.

8. In case of liquidation, (application of) suspension of payment or bankruptcy of attachment - if and where the herd within three months - at the expense of the Other, of debt or other circumstance that the Other is no longer freely about his ability available, the user is free to contract with immediate effect to cancel the order or agreement to cancel, without any obligation to pay any damages or compensation. The user's claims against the Other in that case immediately due and payable.

9. If the other party issued an order wholly or partially cancel, then the appropriate order or ready-made things, plus the potential to drain and delivery costs and for the implementation of the reserved time, integral to the other party will be charged .

Article 4 Supremacy

1. User is not obliged to fulfill any obligation to the other party if he is being hampered due to a circumstance that is not due to negligence, and by virtue of law, a legal act or generally accepted standards are accounted for.

2. Force major is in these terms mean, apart from what the law and jurisprudence, all external causes, foreseen or unforeseen, which user can not influence but which prevents user is not able to express his obligations . Strikes in the company of User or third parties included. User also has the right to invoke force major if the circumstance rendering (further) performance of the contract occurs after the user should have fulfilled his obligation.

3. User may during the period that supremacy continues the obligations of the agreement. If this period lasts longer than two months, then each party is entitled to terminate the agreement without any obligation to pay damages to the other party.

4. User at the time of the force major its obligations under the Agreement has been partially fulfilled or will fulfill, and to fulfill or to be an independent value, User is entitled to the already performed or to be part of a separate invoicing. The Other Party shall pay such invoice as if it were a separate agreement.

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Article 5 Payment and collection costs

1. Payment must be made within 14 days after the invoice date, at a user to indicate in the currency of the invoice, unless otherwise specified by User. User is entitled to periodic billing.
2. If the other party fails to timely pay a bill, then the Party is legally in default. The Other is then an interest of 2.5% per month, unless the statutory interest rate is higher, in which case the statutory interest. The interest on the amount due will be calculated from the time the other party in default until the moment of payment of the full amount owed.
3. User has the right by Other payments made to stretch in the first place to reduce the costs, then deducting the interest and finally to reduce the principal and accrued interest.
4. User may, without being in default, to refuse an offer of payment, if the other party a different order for the allocation of the payment. User can complete repayment of principal refuse, if not also the cases and accrued interest and collection costs.
5. The Other is never entitled to set off the amount due to User.
6. Objections to the amount of a bill to suspend the payment obligation. The Other that does not appeal to section 6.5.3 (Articles 231 and 247 of Book 6 BW) is not entitled to payment of an invoice for any other reason to suspend.
7. If the other party in default or omission in the (timely) fulfill its obligations, all reasonable costs incurred in obtaining payment out of court on behalf of the Other. The extra costs are calculated on the basis of what the Dutch collection, currently under the calculation method II report. If user higher costs for collection has been reasonably necessary, the actual costs for reimbursement. Any judicial and execution costs will also be recovered from the Other. The Other is on the collection costs also include interest.

Article 6 Ownership

1. By any User in connection with the delivered goods remain the property of the Other User until all obligations under the agreement with User (s) is properly implemented.

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2. Delivered by User, made pursuant to paragraph 1. under the ownership, may not be resold and must never be used as currency. The other party is not entitled to under the title falling to pledge or otherwise encumber.
3. The Other is always to do what was reasonably expected of him may be the property of User secure.
4. If third parties seize goods delivered under retention of title or rights to establish or exercise, then the Party obligated to User shall immediately notify.
5. The Other Party is committed to the property delivered to insure and keep insured against fire, explosion and water damage and theft and the insurance policy upon request to user for inspection. Any payment of insurance is entitled to this user tokens. Insofar as necessary, the other party is there to User in advance to cooperate with all that that framework was necessary or desirable (appear) to be.
6. In case user in this article are designated to exercise property rights, the other party in advance unconditional and irrevocable permission to user and user to designate a third party to all these sites and locations where user's property is located and doing business back take.

Article 7 guarantees, research and advertising, period

1. We follow the same warranty as our own supplier towards our customers. Who only guarantees us that our own supplier undertakes to ourselves, wholly under the same conditions. We will inform the buyer on his request on the applicable provisions. Further guarantees can only rest upon us when it appears from a written statement issued by us. Limitations of our liability shall not apply in case of intent or gross negligence on our part.
2. The above warranty applies only for a period of 12 months after deliveries, unless the nature of the provided otherwise or the parties agree otherwise. If the guarantee given by user concerns through a third machine was delivered, then the guarantee is limited to the original supplier of the machine will be provided, unless otherwise indicated.
3. Any kind of guarantee will lapse if a defect is caused by or resulting from improper or inappropriate use or use after the expiry date, improper storage or maintenance by the other party and / or third parties when, without written permission from User, the other party or parties to the case have made changes or have tried to bring that other cases were confirmed that it does not need to be confirmed or if

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they were processed or modified other than as prescribed. The Other is not entitled to warranty if the defect is caused by or arising from circumstances where no user's control, including weather conditions (such as but not limited to, extreme temperatures or rainfall) et cetera.

4. The Other is delivered to (do) investigate immediately the moment that things are made available and the relevant activities are carried out. It belongs to the other party to examine the quality and / or quantity of the product corresponds to what was agreed and meets the requirements of the parties thereto have agreed. Any visible defects within seven days after delivery to Licensee to be reported. Any defects must not be visible immediately, but in any event within fourteen days after discovery in writing to user to be reported. The report, a detailed description of the defect, so that user is able to respond adequately. The Party must user the opportunity to make a complaint to (do).

5. If the other party on time, suspend its payment obligation. The Party remains in that case also required to accept and pay for the otherwise ordered.

6. If a defect is reported, then the Other no longer to repair, replacement or compensation.

7. If it is determined that a case is weak and this in time claim has been lodged, then user the poor, within a reasonable time after the return receipt or, if return is not reasonably possible, written notification to the lack of respect by the other party, the choice of User , replace or repair thereof or for replacement fee to meet the Other. In case of replacement is obliged to replace the matter to the User to return the user ownership of it to them, unless user indicates otherwise.

8. If it is established that a complaint is unfounded, then the costs it incurred, including research costs, on the side of User thereby cases, for the account of the Other.

9. After the warranty period, all costs for repair or replacement, including administration, shipping costs and drive to the other party will be charged.

10. Notwithstanding the statutory time limits, the limitation period for all claims and defenses against the User and the User in the performance of a third party, one year.

Article 8 Liability

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1. If user is liable, this liability is limited to what this provision.
2. User is not liable for damage of whatever nature, created by User is assumed by or on behalf of the Other incorrect and / or incomplete data.
3. If user is liable for any damages, the liability of User limited to twice the invoice value of the order, or to that part of the order which the liability relates.
4. User's liability is always limited to the amount paid by his insurer, as appropriate.
5. User is solely responsible for direct damage.
6. Direct damage is only the reasonable costs of determining the cause and extent of the damage, where the establishment relates to damage under these conditions, any reasonable costs incurred for the poor performance of the User Agreement to answer, so far as this can be attributed to user and reasonable costs incurred to prevent or mitigate damage, insofar as the Party demonstrates that these expenses resulted in mitigation of direct damage under these conditions.
7. User is never liable for consequential damages, including consequential damages, lost profits, lost savings and damage due to business stagnation.
8. In this article are the limitations of liability do not apply if the damage is due to intent or gross negligence of User or his senior subordinates.

Article 9 Transfer of Risk

1. The risk of loss, damage or loss is transferred to the Other Party at the moment things to the other party the power of the Party to be charged.

Article 10 Applicable law and disputes

1. All legal relationships where User is a party, only Dutch law applies even if a contract wholly or partly abroad to be given or if the legal relationship with the party concerned is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The judge in the location of User shall have exclusive jurisdiction to hear actions, unless the law requires otherwise. User shall nevertheless be entitled to submit the dispute to the competent court according to law.
3. Parties will first appeal to the courts after they turn to the utmost to solve a dispute between themselves to settle.

Article 11 Location and change policy

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1. These conditions can be found on www.vartex.nl and can always be summoned via telephone (+31 (0)515 750 828) or email contact (info@vartex.nl).
2. Applicable is the last registered version or the version valid at the time of the creation of the legal relation with User.

The Dutch text of the general conditions is decisive for the interpretation.