



Vartex  
Castorweg 60  
8938BE Leeuwarden  
T 058 250 47 16

### **Article 1 Exclusive Application**

These Terms and Conditions apply to any order, sale, delivery and / or installation of Goods or Services from VARTEX by the Buyer, even if it is a secondary or ancillary sale. Unless specifically stated otherwise in writing by VARTEX, all quotations and contracts for the supply of Goods or Services by VARTEX are subject to these general terms and conditions ("Terms") which at all times take precedence over all general terms and conditions that the Buyer imposes or attempts to impose on VARTEX. Under no circumstances will other general terms and conditions be accepted at the request of the Buyer, unless after specific and written approval from VARTEX. An order is only binding on VARTEX after written confirmation of that order by VARTEX. Each order constitutes an acceptance by the Buyer of the Terms, which are an integral part of the sales agreement, and any performance of the agreement or order is considered an acceptance, unless otherwise approved in writing by VARTEX. The general terms and conditions apply in Netherlands, the EU and everywhere else in the world.

### **Article 2 Payment Terms**

Payment terms are strict:

- for spare parts and maintenance: 30 days after invoice date for spare parts and maintenance (i.e. payment received on the 30th day after invoice date) (hereinafter referred to as "Payment Date")
- for machine sales: 20% when ordering, 70% on site delivery, 10% when machines are operational.

In case of default of payment, VARTEX has the right, by operation of law and without any notice being required, even if the Buyer is bound by a contract with a third party, (i) to demand an interest, which is determined annually, by operation of law and without that some reminder is required, on the amount due on the Payment Date, of 1% per started month until the amount due has been paid in full; (ii) to claim contractual damages (fixed compensation) of 10% with a minimum of 175 euros; (iii) to cancel any outstanding order or quotation, to hold back and / or suspend deliveries and / or services or to lower the Buyer's credit limit after the Payment Date has passed and (iv) to request payment of all monies to be received for delivered goods regardless of whether those amounts are normally payable at that

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time or not. A surcharge is possible in case of force majeure or as a result of (international) fluctuations in fuel or oil prices, currency prices (eg euro against dollar) and (international) transport prices.

Buyer will reimburse VARTEX for all costs incurred by VARTEX in order to obtain payment, including costs for legal advisers or attorneys in charge and costs arising from litigation, settlement, mediation or arbitration. In the event that the Buyer arranges payment by check, bill of exchange, letter of credit, security or surety (if specifically accepted by VARTEX) and which is subsequently not paid, refused or blocked by the Buyer's bank, the Buyer shall also pay VARTEX reimburse for all resulting bank costs incurred by VARTEX.

All prices quoted in VARTEX's printed publications and catalogs found on the website or provided by agents, distributors or sellers are subject to VAT, where applicable. Prices are valid at the time of publication and are subject to change without notice. The prices charged to the Buyer are the current prices at the time of the order.

**Article 3 Delivery - transport - risk reduction - insurance.**

Goods and Services and even projects are delivered 'ex works' (production plant of VARTEX), even if transport and installation have been requested on site. All goods are sold in their original condition at the time of delivery, which is known by the Buyer. The risks related to the goods are immediately transferred to the Buyer upon delivery, and VARTEX is not liable for any loss or damage to or depreciation of the goods due to any cause whatsoever. The stated delivery times are only an estimate, and in case of circumstances whereby delivery is not possible or has to be postponed, VARTEX is not obliged to deliver or deliver the ordered goods and VARTEX is not liable for any damage or loss of profits or in any other way. liable for failure to deliver or for delayed deliveries, as delivery is not possible or must be postponed. The transport and all insurance costs are always borne by the Buyer, unless otherwise agreed in writing.

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 .

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**Article 4 Warranty**

Any warranty that the Seller gives to the Buyer in relation to the Goods, if not implied by operation of law, is only valid if given in writing. Seller's standard warranty terms, unless otherwise specifically stated in writing, are valid for twelve months from date of delivery or up to 2,000 hours of use, whichever occurs first.

**Article 5 Claims For Damage**

Buyer shall promptly examine and check the Goods and Services within eight (8) days of the invoice date, and in any case, if additional transport is ordered, within eight (8) days of delivery, or, if on-site installation is required, within eight (8) days after its performance. Any claim or return related to the sales contract (incomplete or damaged delivery, defects or shortages, etc.) must be notified by registered mail within eight (8) days of inspection or receipt of the Goods and must be approved by VARTEX. Material that deviates from its original state at the request of the Buyer will not be returned under any circumstances.

**Article 6 Retention of title**

Although the risks with regard to the goods delivered are transferred to the Buyer upon delivery, the title or legal right with regard to those goods is not transferred to the Buyer until VARTEX receives the full cost price for the goods and all other goods, which VARTEX delivered to the Buyer and for which the payment term has expired at that time, received in released funds. Until the legal right is transferred, VARTEX entrusts the Goods to Buyer for safekeeping and Buyer ensures that they are stored, secured, insured and marked as VARTEX's property. (b) The Buyer's right to resell or use the goods automatically lapses if a liquidator or (administrative) trustee or executor is appointed for the Buyer or if a judgment is issued or a decision is made for the liquidation of the activities of the Buyer. In addition and subject to any other right or legal remedy available to VARTEX, if the Buyer does not comply with the payment conditions or any other obligation within these provisions, VARTEX has the right to terminate the agreement, to suspend further deliveries, any outstanding order or quotation. without incurring any liability as a result of this action.

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### **Article 7 Liability**

VARTEX does not accept any liability for trading loss, damage or depreciation caused by the purchase of goods or services (regardless of whether or not it is the producer of the goods), regardless of whether this is the result of an accident, misuse, incompetent technical control by VARTEX or its employees / representatives or any other cause, unless imposed by law. If this is imposed by law, VARTEX's liability is in any case limited to the invoice value of the goods. The Buyer shall fully indemnify VARTEX against any loss and / or any liability arising from such damage or depreciation.

### **Article 8 Product information**

All intellectual property rights (patents, models, logos, copyright, software or hardware, licenses, etc.) remain the exclusive property of VARTEX and may not be reproduced or transmitted in any form or by any means, including by copying, or to record without explicit, prior and written approval from VARTEX. The same provision applies to the intellectual property rights of third parties.

### **Article 9 Intellectual Property Rights**

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.

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### **Article 11 Cancellation and Termination**

The Contract cannot be canceled or terminated in accordance with the provisions of the Applicable Law. It is expressly understood that, where and to the extent that the Contract is canceled or canceled due to default of the Contractor, this default must be material in the sense that, in the absence of rectification of this default, it will give the Contract Holder all the benefits of would take away from the Contract. In the event of cancellation or termination by the Owner for convenience in relation to one or more systems, the Owner shall within ten (10) days submit a written statement to the Contractor stating the reasons for this decision. In case of cancellation by the owner for his convenience, the owner must

(a) to pay the Contractor the portion of the Contract Price that is equal to the Work that has been properly performed up to the effective date of termination (ie, at least on Site) and to which the termination relates (b) With regard to until Works that have not been performed on the effective date of termination, pay the Contractor the respective portion of the Contract Price, less all costs and charges saved by the Contractor as a result of such termination, but including any reasonable cancellation costs incurred by the Contractor. one of its Subcontractors, Manufacturers and / or Sellers must be paid as a result of premature termination of agreements that the Contractor may have already entered into with its Subcontractors or other third parties for the performance of the Work.

### **Article 12 Location and change policy**

1. These conditions can be found on [www.vartex.nl](http://www.vartex.nl) and can always be summoned via telephone (+31 (0)515 750 828) or email contact ([info@vartex.nl](mailto: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.*