

<p>Other Party: Every (legal) person, who has concluded, or wishes to conclude, an agreement with the Contractor, and in addition to this (legal) person, his/her representative(s), authorised representative(s), successor(s) in title and heirs.</p> <p>Contractor: Bakker & Co. B.V.</p> <p>Order: Written order for services and/or products with Contractor by the Other Party</p> <p>Order Confirmation: Written confirmation of the Order by Contractor</p> <p>Services: (Guidance during) installation, implementation, renovation, service and (corrective and/or preventive) maintenance, such as inspections, repairs, overhaul, replacement of parts and/or other services.</p>	<p>8 FORCE MAJEURE</p> <p>8.1 If the Contractor fails to fulfil his obligations to the Other Party, or if he fails to do so properly or in time, as a result of a non-attributable cause, including but not limited to a breach of contract and/or wrongful acts on the part of third parties whose services the Contractor uses in the performance of his obligation, strikes (organised or unorganised) or other labour conflicts, insufficient production capacity due to illness, import, export or transit bans or other import and export restrictions, government measures, network interruptions, war or mobilisation, pandemic, natural disasters, as well as all circumstances beyond the reasonable control of the Contractor, these obligations will be suspended until such time as the Contractor can fulfil these obligations as agreed.</p> <p>8.2 The burden of proof and the evidential burden with regard to the situation of force majeure lie with the Other Party.</p> <p>8.3 In the event of force majeure, the Contractor is entitled either to suspend the performance of the agreement or to dissolve the agreement. The Contractor shall consult on this with the Other Party.</p> <p>8.4 The Contractor is entitled to demand payment of the performance which was carried out in the execution of the agreement in question before the circumstance causing force majeure became manifest.</p> <p>8.5 The Contractor is also entitled to invoke force majeure if the circumstance causing the force majeure occurs after the Contractor should have performed his obligations.</p>	<p>11.6 In the event of resale by the Other Party of any goods which have not (yet) been paid, wholly or partially, the Other Party assigns to the Contractor, now for then, the debts arising from this resale to his buyer (the second buyer). The Other Party is obliged to inform the Contractor of the data in question at the first request, so that the Contractor can collect the amount due directly from the second buyer. The amount paid to the Contractor by the second buyer is deducted from the total amount payable by the Other Party to the Contractor. The Other Party is also obliged to invoke a retention of title, similar to the one mentioned in this provision, in the event of resale.</p>	
<p>1 GENERAL</p> <p>1.1 These Conditions apply to all agreements, Orders, deliveries, quotations, other acts and/or all related legal relationships, including supplementary and follow-up agreements, and all activities performed by or on behalf of the Contractor, and all related legal relationships, unless otherwise agreed by parties, expressly and in writing.</p> <p>1.2 The applicability of the General (Purchase) Conditions used by the Other Party is expressly excluded.</p>	<p>9 WARRANTY/LIABILITY</p> <p>9.1 Warranty is only provided if and insofar as expressly agreed. For goods purchased elsewhere the warranty that the Contractor's own supplier/manufacturer has provided to the Contractor applies exclusively. The Contractor will meet his obligations under the warranty only within the territory of the Netherlands and Belgium.</p> <p>9.2 With regard to the work performed by the Contractor (overhaul/repairs etc.), the Contractor only warrants the soundness of this work within the scope of the written order. The Contractor does not provide any guarantee of results with regard to work performed/advise given by the Contractor.</p> <p>9.3 Every obligation under the guarantee shall lapse if the Other Party does not strictly meet his obligations to the Contractor, or if the Other Party does not use the delivered item according to the instructions for use/application and/or if the Other Party performs, or has others perform repairs/alterations/assembly to the delivered item, or operates/uses or maintains the delivered item in any (other) injudicious manner.</p> <p>9.4 If, in whatever way, the Contractor gives advice, help or assistance, without having been commissioned to make the design in question against payment, this will always be at the risk of the Other Party. The Contractor regards giving advice, help or assistance to the Other Party as an obligation to perform to the best of his abilities instead of an obligation to guarantee a certain result.</p> <p>9.5 Subject to obligatory provisions regarding (product) liability, and with due observance of the legal rules of public order and good faith, the Contractor is not liable to pay any damages, of whatever nature, directly or indirectly, including consequential loss, to movable or immovable property, or to persons, both to the Other Party and to third parties.</p> <p>9.6 With due observance of the provisions set out elsewhere in this article, the Contractor is not liable in any event for any damage caused by injudicious use of the delivered product or by its being used for other purposes than the intended initial purpose according to objective standards.</p> <p>9.7 Furthermore, the Contractor is not liable for any damage caused by a defect in a product that has been delivered, installed and/or designed by the Contractor within the framework of the performance of the Agreement, if:</p> <ul style="list-style-type: none">- the Contractor has not put the product on the market;- it is likely, in view of the circumstances, that the defect which has caused the damage did not exist at the time when the Contractor put the product on the market, or that this defect was caused at a later time;- the contractor's product was not manufactured for the Contractor in order to be sold or for any other kind of distribution with an economic purpose, nor manufactured or distributed in the context of the Contractor's business operations;- the defect is a consequence of the fact that the product corresponds with compulsory government regulations;- it was impossible to discover the defect because of the state of the scientific and technical knowledge at the time when the Contractor put the product on the market;- the defect is caused by a part or component of the product insofar as it is a component part of the product and was supplied by a third party;- the damage was caused by a failure to follow the instructions for the product's use.	<p>12 INTELLECTUAL PROPERTY</p> <p>12.1 The Contractor explicitly retains all intellectual property rights relating to the goods delivered by him and/or the product/business data provided with the offer.</p> <p>12.2 The Other Party is only authorised to use the intellectual property of the Contractor within the framework of the agreement concluded with the Contractor. In the event of a violation of the prohibition to pass on information, in whatever way, without express written consent, the Contractor sustains a loss on the basis of a non-attributable shortcoming, which amount is predetermined at EUR 15,000,- (in words: fifteen thousand euros), while the Contractor reserves the right to claim compensation for any damage in excess of the amount of EUR 15,000,- (in words: fifteen thousand euros). The compensation is immediately payable after written notice of default from the Contractor.</p>	
<p>2 OFFERS</p> <p>2.1 All offers, including but expressly not limited to quotations, are without engagement and will only remain valid for a period of time specified by the Contractor. If no such period of time is stipulated, the Contractor is entitled to withdraw the offer during a maximum period of three months after acceptance.</p> <p>2.2 All price lists, brochures and other data provided with an offer are only binding for the Contractor if this is expressly confirmed in writing.</p>	<p>13 PAYMENT</p> <p>13.1 Payment is to be made net cash on delivery, unless otherwise agreed, by deposit or transfer into a bank account to be designated by the Contractor, within 30 days of the invoice date, without the Other Party being entitled to claim any discount, set-off or suspension.</p> <p>The due date stated on the Contractor's bank statements is decisive and is therefore regarded as the date of payment.</p> <p>13.2 Each payment made by the Other Party primarily serves to settle the interest due by him as well as the collection charges and/or administrative costs incurred by the Contractor and is subsequently deducted from the oldest outstanding debt.</p> <p>13.3 If the Other Party:</p> <ul style="list-style-type: none">a. is declared bankrupt, assigns an estate, applies for suspension of payments, or if all or part of his assets are seized;b. ceases or is placed under tutelage;c. does not fulfil any obligation resting with him in accordance with the law or these conditions;d. fails to settle an invoice or part thereof within the stipulated period; <p>the Contractor is entitled, due to the mere occurrence of one of the circumstances mentioned above, either to dissolve the agreement by written notification or to demand immediate payment in full (after giving notice of default) of any amount payable by the Other Party because of work carried out and/or deliveries made by the Contractor and to reclaim the delivered but (as yet) unpaid goods, without prejudice to our right to compensation of costs, damages and interest.</p> <p>13.4 From the moment the term of payment has expired without the amount due having been paid, the Contractor is entitled to dissolve the agreement wholly or in part, unless the failure, given its special nature or small significance, does not justify this dissolution with its consequences.</p>	<p>14 INTEREST AND COSTS</p> <p>14.1 If payment has not been made within the period mentioned in the previous article, the Other Party is in default by operation of law and owes an interest of 1.5% for each (part of a) month on the outstanding amount, or the statutory interest for overdue payment as referred to in article 6:119 a of the Dutch Civil Code, if this is higher.</p> <p>14.2 If the Contractor is compelled to pass on a claim for collection to a third party in default of payment, the Other Party is obliged to pay the Contractor all costs arising from this. The extrajudicial collection costs – not including costs involved in the enforcement of an executory title which do not fall under an order to pay the costs – are fixed at 15% (in words: fifteen percent) of the invoice amount with a minimum of EUR 250,- (in words: two hundred and fifty) and without prejudice to the Contractor's right to claim compensation of the costs actually incurred.</p>	
<p>3 AGREEMENT</p> <p>3.1 Subject to the provisions set down below a contract with the Contractor shall not be concluded until the Contractor has explicitly accepted or confirmed an Order (in writing or otherwise). The Order Confirmation should give a correct and complete representation of the agreement.</p> <p>3.2 Any additional agreements or alterations made at a later date as well as (verbal) agreements and/or promises made by the Contractor's staff, or made on behalf of the Contractor by salesmen, agents, representatives or other intermediaries of the Contractor, shall only be binding if confirmed by the Contractor in writing.</p> <p>3.3 In case of activities for which no offer or Order Confirmation is sent because of their nature and scope, the invoice is also considered to be the Order Confirmation, which should also give a correct and complete representation of the agreement. With regard to the provisions of articles 3.1, 3.2 and 3.3 the Contractor's records are conclusive, unless written proof to the contrary is provided.</p> <p>3.4 Every agreement is only entered into by the Contractor under the suspensive condition that the Other Party – at the sole discretion of the Contractor – proves to be sufficiently creditworthy for the applicable performance of the agreement.</p> <p>3.5 Upon or after entering into the agreement, the Contractor is entitled to require security from the Other Party, before any (further) performance, that payment obligations as well as other obligations will be met.</p> <p>3.6 If the Contractor considers it necessary or desirable, he is entitled to call in third parties for the proper execution of the agreement, the costs of which will be passed on to the Other Party in accordance with the quotations submitted. If possible and/or if necessary the Contractor will consult with the Other Party about this.</p>	<p>4 PRICES</p> <p>4.1 Unless stated otherwise, all quotations are subject to price changes.</p> <p>4.2 Unless stated otherwise, Contractor's prices are:</p> <ul style="list-style-type: none">- based on the purchase prices, wages, labour costs, social security costs, government costs, freight charges, insurance premiums and other costs that were applicable during the most recent offer or order date, respectively.- based on delivery in accordance with Article 7 of these Conditions;- exclusive of VAT, import duties, other taxes, levies and rights;- exclusive of packaging costs, loading and unloading, transport and insurance;- expressed in Euro (currency), any currency fluctuations will be passed on;- exclusive of assembly costs, installation costs and costs of putting into operation, unless explicitly stated otherwise, in which case the aforementioned costs will be specified separately.	<p>15 APPLICABLE LAW</p> <p>15.1 All offers, Orders, Order Confirmations and (other) agreements made or entered into by the Contractor, and the execution thereof, shall be governed exclusively by Dutch law.</p> <p>15.2 The Dutch text of these conditions is binding. If one or more clauses of these conditions are in conflict with the law or public order due to nullity, the clauses must be reinterpreted in such a way, that the purpose of the clause in question is achieved as closely as possible within the boundaries of the law, while the other clauses of these conditions continue to apply unimpaired.</p> <p>15.3 The "Incoterms", as compiled by the International Chamber of Commerce in Paris (I.C.C.), apply with regard to the interpretation of international commercial terms.</p>	
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<p>7 TRANSPORT/RISK</p> <p>7.1 The risk of all direct or consequential loss with regard to the goods sold and/or to be delivered to the Other Party shall pass to the Other Party: in case of goods delivered from stock, at the moment when these goods are separated for the Other Party; and in case of other goods, at the moment when these goods are loaded to be transported to the Other Party or to another place designated by the Other Party, except if and insofar as otherwise agreed in writing. The risk of loading and unloading, transport and assembly, installation and putting into operation of the goods is borne by the Other Party at all times.</p> <p>7.2 If no further written instructions are given by the Other Party, the Contractor will determine the manner of transport, forwarding, packaging etc., with due care, without bearing any responsibility for this. Any specific wishes from the Other Party with regard to transport/forwarding are only carried out if the Other Party has certified in writing that he will bear the additional costs in connection with these wishes, with due observance of Articles 3.4 and 3.5 of these Conditions.</p> <p>7.3 In principle, the goods are always transported at the expense and risk of the Other Party, even in those cases where the carrier demands that consignment notes, road waybills etc. contain the clause that all transport losses must be borne by the sender.</p>	<p>8 RETENTION OF TITLE/NON-POSSESSORY PLEDGE</p> <p>8.1 As long as the goods are still in/under the control of the Other Party, all goods delivered by the Contractor shall remain property of the Contractor, until full payment has been made of all that the Other Party owes the Contractor, also with regard to claims arising from any failure in the performance of the agreement(s), including interest and costs.</p> <p>8.2 If the Other Party's financial position or payment record gives rise to it, the Contractor is entitled to demand (additional) security from the Other Party for all that the Other Party owes or will owe the Contractor, in a form to be determined by the Contractor, including but not limited to a pledge on movable property. Upon first request of the Contractor, the Other Party is obliged to provide security or additional security in the form and to the extent required by the Contractor.</p> <p>8.3 The Contractor will obtain a non-possessory pledge with respect to all goods delivered by the Contractor, for which the Other Party will give his irrevocable permission now for then, for the amount of the then outstanding debt. If any of the goods by accession become an integral part of a larger independent object or if any of the goods form a new object by accession, the Contractor will obtain a non-possessory pledge on the main object, for which the Other Party will give his irrevocable permission now for then, for the amount of the then outstanding debt. The Other Party will grant unconditional power of attorney to the Contractor to grant the non-possessory pledge and present it for registration.</p> <p>8.4 The Other Party may resell or use the goods in the ordinary course of his business. However, the goods may not be given as security (Article 3:83, paragraph 2, Dutch Civil Code), nor serve as security for a debt of a third party.</p> <p>8.5 On the basis of the provisions of this article, the Contractor is entitled at any time to remove or have removed the delivered goods from the Other Party or his holders if the Other Party does not fulfil his obligations (Artikel 7:39, Dutch Civil Code). The Other Party is obliged to cooperate in this.</p>	<p>19 EXECUTION OF SERVICES</p> <p>19.1 If the services are executed at the Contractor's workshop, all transport costs and other costs incurred outside the premises of the Contractor, and all risks regarding items to be repaired or overhauled are borne by the Other Party.</p> <p>19.2 If the services are executed at the site where the object is located, the Other Party must ensure that:</p> <ul style="list-style-type: none">- a skilled person is placed at the disposal of the Contractor, in order to provide support;- the work is carried out in a space sufficiently protected against weather influences, which is clean, dry and well-lit with sufficient (connection) points for water, air and electricity;- the object and all its parts are easily accessible for the service to be executed and the space is lockable;- the mechanics, other employees of the Contractor or his subcontractors, can start work immediately upon arrival on site and can carry out the work undisturbed;- all help is given that can reasonably be expected;- he bears all expenses incurred in case of failure to comply with these conditions as well as all expenses necessary for the proper execution of the work;- all necessary safety and precautionary measures are taken and kept in place;- he takes out insurance, to the satisfaction of the Contractor, against any form of damage or loss as a result of accidents and fire, caused during the preparation or execution of the work assigned to the Contractor.	
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