



Sanders Purchase Conditions

General Purchase conditions Sanders IJzergieterij en Machinefabriek BV.

Entered at the Registry of the Kamer van Koophandel (Chamber of Commerce) in Enschede under no.06058350

I. General

1. By accepting the order, the supplier accepts these Conditions of Purchase as applicable to our orders, purchases and inquiries, unless otherwise confirmed in writing. Other conditions are expressly rejected by us.
2. Orders, and any changes or additions in or to them, and arrangements, shall be binding only if and in as far as they have been confirmed by us in writing. We shall accept only delivery of goods and/or services which we have ordered.
3. All orders placed by us are strictly confidential. It is not allowed to supplier to disclose our orders to third parties or to make our orders public.
4. On all correspondence and invoices our order number and date will have to be mentioned.

II. Instructions for delivery

1. Every delivery or part of delivery must be accompanied by a complete consignment slip bearing our order number, our code number or drawing number and also the quantity of goods to be delivered.
2. Regular freight slips must always bear our order number and date of order. On the day on which goods are dispatched, the supplier must likewise send us notification bearing all required numbers.
3. We reserve the right not to accept goods if they are received without the proper letter of notification and/or invoice. In this case we may return the goods at the supplier's expense or store these goods at the place of arrival at the expense of the supplier, until the fault is remedied.

III. Prices

The prices quoted in our order shall be fixed prices.

IV. Deliveries

1. If the supplier fails to deliver, or does not deliver in time, or if the delivery is not complete or not in conformity with the order, we shall have the right to:
 - a. cancel the complete order or a part of it without prior notification of failure or costs from the supplier;
 - b. grant the supplier a term to fulfil the obligations.



2. All deliveries shall be DDP at our premises in the Netherlands, unless agreed otherwise. DDP shall be construed in accordance with the Incoterms as valid at the time of delivery.
3. The supplier shall send an invoice for each delivery. The following information must be provided on this invoice:
 1. The total gross and net weights;
 2. The total value including any packaging costs;
 3. The definitive delivery date;
 4. Our reference numbers and date of order;
 5. The country of origin;Also, in case of goods coming from other EC States:
 6. The VAT numbers of the supplier and of ourselves;
 7. The statistical number of the goods.

V. Payment

1. Conditions for payment:
Within 60 days net after receipt of the invoice and approval of the goods;
2. Invoices must be sent in on the day on which the goods are sent to us.

VI. Rejection

Neither receipt of nor payment for the goods shall imply acceptance. Should it appear that the goods do not correspond to the order, specifications and/or drawings, or to the requirements therein included, we shall be entitled to cancel the order either wholly or partly, without prior notification of failure or intervention by a Judge and without prejudice to our other legal rights.

In case goods supplied are rejected and returned, we shall be entitled to charge the costs hereby incurred (freight charges and so forth) to the supplier.

VII. Guarantee

1. The goods shall be in conformity with the agreement between supplier and us and shall be free from design and construction defects, faulty materials and faulty workmanship. The supplier shall be bound upon our first notification, either to replace the goods supplied or to proceed to full repair of these goods if, any non-conformity with the agreement, design or construction defect, faults in materials or workmanship are observed, unless these would be the result of normal wear and tear or injudicious use. In case supplier fails to perform these obligations, we shall have the right, at the supplier's risk and expense, to do or have done by a third party whatever may be necessary.
2. The supplier shall be bound to hold us harmless and indemnify us for any claims of third parties resulting from defects in the delivered goods.

VIII. Liability

The supplier shall be liable for all damage which may occur to or through the goods supplied as a consequence of faults or defects in the goods supplied, such according to the above mentioned guarantee and also according to the rules of the Civil Law of The Netherlands. The liability shall cover, inter alia, damage resulting from delay in delivery, damage to goods belonging to third parties, loss of profits, damage in connection with product liability and other indirect damage, which may be suffered by us or by third parties. The supplier shall hold us harmless and indemnify us for liabilities against third parties.

IX. Passing of title and risk

The title and the risk shall pass as soon as the goods are placed at our disposal and received by us by token of a signed notification of receipt. In case of rejection, title and risk of the goods concerned shall remain with the supplier from the date the notification of rejection is sent tot the supplier.

X. Goods handed over or submitted to supplier

All goods handed over or submitted to the supplier for the execution of an order, shall be sent carriage-paid and shall, under all circumstances, remain our property. Damage to goods handed over or submitted by us shall be charged to the supplier.

XI. Drawings, tools and moulds

1. All drawings, tools and suchlike handed over or submitted by us shall remain our property and must be returned to us on our request.
2. Such drawings, tools, moulds and also any tools and moulds which may be made on the basis of our drawings and specifications, may not be used by the supplier or caused or allowed by him to be used by third parties for or in connection with any other purpose than the execution of the order for us, unless we have previously and expressly granted permission in writing.

XII. Applicable law and dispute settlement

The law of The Netherlands shall apply to the agreement and any further agreements. For all disputes arising from the agreement, in so far as the dispute may exceed the competence of the Kantonrechter (Cantonal Judge), the competent court shall be the rechtbank (Regional Court) in Almelo, The Netherlands.