



Altho B.V.  
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## **GENERAL CONDITIONS OF SALE AND DELIVERY ALTHO BV**

### **Article 1: General**

- 1.1. The present conditions apply to every transaction of sale, delivery and advice to our customer, in so far as not agreed in writing to the contrary.
- 1.2. By the sole fact of his order to us for delivery of any product, the customer waives any general conditions on his part, so that all our agreements are exclusively subject to the present conditions.

### **Article 2: Offers**

All offers made by us are free of engagement, unless explicitly agreed otherwise in writing.

### **Article 3: Agreement**

- 3.1 An agreement does not become binding until it has been confirmed by us in writing.
- 3.2 An agreement entered into with a representative of our company does not become binding until it has been confirmed in writing by the representative.
- 3.3 We reserve the right to notify the customer in writing within eight days that the order under the agreement meant in section 2 cannot be executed or can only be executed in a modified form, due to circumstances which the representative cannot reasonably be deemed to have known, in which case the agreement is considered to be resolved, unless we can come to an understanding with the customer
- 3.4 Modifications and/or additions proposed by the customer after the agreement has been entered into are only executed by us after our explicit acceptance.
- 3.5 Every agreement entered into with us contains the resolutive condition that we need evidence of the customer's sufficient creditworthiness, to be judged exclusively at our discretion.
- 3.6 Data included in our offer relating to the products to be supplied, such as properties, dimensions, composition, etc., as well as specifications concerning colours in printed matter, catalogues and images and the like, are of an indicative nature and do not bind us; they are given in good faith.

### **Article 4: Copyright and proprietary rights in designs and advice**

- 4.1 All designs made by us and all advice given by us, such as drawings, surveys of materials and specifications, remain our property.
- 4.2 The copyright remains ours. The customer shall use the drawings and other documents exclusively for the work for which they were made. This implies that he shall not use them for any other work or for a duplication of the same work, unless we have given him consent in writing to do so, to which we may attach conditions.
- 4.3 The customer is not allowed to change or alter the intellectual proprietary rights.

### **Article 5: Prices**

- 5.1 Unless agreed otherwise in writing, the selling price is the price of the products exclusive of turnover tax.
- 5.2 All agreements are invariably entered into on the basis of the prices obtaining at the time of conclusion of the agreement.
- 5.3 Agreed prices are binding unless within three months from the conclusion of the agreement price increases have to be applied as a consequence of circumstances beyond our control, such as increases in duties and/or excise taxes, costs of transport as determined by the manufacturer/importer, official increases in importer's or ex-works prices, changes in currency exchange rates and the like, to the extent that we cannot reasonably be deemed to have been able to foresee such increases.
- 5.4 Price fluctuations as a result of imperative government measures, such as an increase in VAT, are always passed on.
- 5.5 In the cases meant in section 3 the customer has the right to terminate the agreement, in which case he shall pay a reasonable compensation for what has already been performed.

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- 5.6. Costs arising from additions and/or modifications of the agreement are for account of the customer.

#### **Article 6: Delivery**

- 6.1. Delivery times stated are of an approximate nature. The delivery times are determined on the basis of the expectation that there will be no impediments to delivery of the products. A minor delay in delivery which is within reasonable limits having regard to the circumstances cannot be held against us. We shall only be in default for delay in delivery after a written notification of default.
- 6.2. Delivery times only start from the moment - or are suspended from the moment - that all information to be provided by the customer so as to enable the agreement to be executed correctly, has been received by us.
- 6.3. Unless stipulated otherwise in writing, delivery of products within the Netherlands is deemed to be effected free of charge to the customer's delivery address.
- 6.4. Unless stipulated otherwise in writing, delivery of products to be exported is deemed to be effected free of charge to the Dutch frontier.
- 6.5. We reserve the right at all times to deliver against payment in cash ex warehouse or on COD terms, after having informed the customer of this condition.
- 6.6. Delivery of products at the address stated by the customer is effected up to the farthest point that can be reached by the transport vehicle used for delivery, at the driver's sole discretion.
- 6.7. Delivery of products as meant in section 6 is limited to depositing the products on the discharge platform or just across the threshold at the address stated by the customer.
- 6.8. If the customer does take receipt of the products at the agreed time of delivery, those products shall be kept at his disposal for this account and risk. In such a case we are entitled to charge storage costs to the customer on the basis of the rate which applies to ourselves.
- 6.9. We reserve the right to deliver products in part lots. 6.10. The mode of transport is chosen by us. A different mode of transport proposed by the customer may be agreed upon, but we shall be entitled to charge any additional costs thus incurred by us to the customer.

#### **Article 7: Transmission of risk**

The risk attaching to the products delivered shall pass to the customer upon delivery.

#### **Article 8: Reservation of ownership**

- 8.1. We reserve the proprietary title to all products delivered by us up to the moment of full payment for the products delivered, including interest and costs.
- 8.2. We have the right to demand back and take to ourselves such products if the defaulting customer fails to fulfil his obligations, if he liquidates, has been granted or has applied for a moratorium, has been declared bankrupt or if the products are seized.
- 8.3. All deeds of disposal in respect of the products sold and delivered, apart from the customer's right to sell the products as a transaction forming part of his regular business operations, are prohibited to the customer so long as he has not fulfilled his payment obligations.
- 8.4. If we should wish to exercise our proprietary rights, the customer shall upon first demand return the products to which our reservation of property relates and in this relation he shall lend all cooperation required, such as providing access to the rooms in which the products are stored.

#### **Article 9: Payment**

- 9.1. Payment shall be effected within 30 days from invoice date. If he pays within 10 days, the customer is entitled to deduct a 3% discount from the net invoice amount.
- 9.2. When said term of payment has expired the customer shall be in default, without any notification of default being required. The customer shall interest at the rate of 1% per month from the due date, part of a month being counted as a full month.

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- 9.3. The amount owed by the customer shall be claimable forthwith and without any notification of default being required in the event of the customer being declared bankrupt, having been granted a moratorium, having been placed under a guardian, the customer's decease, the customer's property being attached, liquidation or alienation of the customer's business, as well as if the customer is in default in fulfilling any obligation towards us.
- 9.4. In the case of orders which are executed in parts, we reserve the right to invoice per part delivery.
- 9.5. In executing an order we shall at all times be entitled to require cash payment, provisional or partial payment from the customer.

#### **Article 10: Complaints**

- 10.1 When products are delivered, any visible absence of products and/or any visible damage to the products which has/have arisen during the transport to the agreed delivery address, shall be specified on the transport document by or on behalf of the customer in the presence of the driver. The customer shall immediately send us a copy of this.
- 10.2. Other complaints shall only be taken into consideration if and in so far as they have been reported to us in writing not later than within eight days from delivery of the products purchased or, respectively, guaranteed, and we have been enabled to verify the complaints.
- 10.3. Complaints concerning invoices shall also be presented in writing, not later than within eight days from the date of dispatch of the invoice concerned.
- 10.4. When said term has expired, the customer shall be deemed to have approved the products and/or the invoice, and complaints shall not be taken into consideration by us any more.
- 10.5. In so far as he can reasonably be required to do so, but in any case at least within twenty working days from the complaint, the customer shall enable us to verify, or have verified on our behalf, any absence of products, dimension deviations or damages on the products in the original state and in the original packaging. If, however, the customer has meanwhile worked, processed or passed on the products in whole or in part, then any entitlement to complain and/or claim damages shall be lost.
- 10.6. If we accept a complaint we shall only be obliged to replace the products in question or to give a credit equal to the price charged for the products, at our choice.

#### **Article 11: Liability**

- 11.1. Without prejudice to all other provisions laid down herein and without prejudice to liability stipulations under imperative law, our liability on account of deliveries is limited to the amount for which we are insured.
- 11.2. The guarantee we give on products supplied by us is limited to the guarantee granted to us and observed by the manufacturer or supplier in question.
- 11.3. Our liability for products delivered by us to the customer does not extend beyond the supplier's liability towards us in respect of the products in question.
- 11.4. We are not liable for damage which has arisen as a result of inexpert use and use contrary to the direction for use of products delivered by us, except for coarse negligence and intent on our part.
- 11.5. We do not accept any liability in respect of damage which has arisen as a result of incorrect information and data from the customer and in respect of damage which has arisen as a result of delivery of products the use of which for the purpose stated by the customer we have advised against.
- 11.6. As regards damage due to errors in our designs and advice we shall only be liable if a work has been executed fully in accordance with the design and advice and exclusively with materials recommended and delivered by us.

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- 11.7. This agreement is entered into subject to reservation of a non-imputable failure in its performance. We shall not be liable for a performance failure if such failure cannot be imputed to us by the standards of legislation, juridical transactions or notions prevailing in social life. In any case a performance failure cannot be imputed to us in the event of, inter alia, a fire on our business premises or on the premises where our products have been stored, (civil) war, also outside the Netherlands, riot, epidemic, traffic disturbance, work strike, marine calamities of any nature, lock-out, loss or damage during transport and other similar cases which are beyond our control, as a result of which delay in delivery arises. In such cases the time of delivery shall automatically be extended by a reasonable period. In situations where as a result of the occurrences referred to in this section, performance has become impossible, we shall be entitled to consider the agreement to be dissolved without us being held liable for any damages. The 1980 Vienna Sales Convention rules are excluded. (Weens koopverdrag wordt uitgesloten)

#### **Article 12: Dissolution**

- 12.1. If the customer in any way fails to perform, he shall consequently be in default without any notification of default being required. Without prejudice to the provisions of the Civil Code, we shall in such a case as well be entitled either to suspend the agreement entered into or to consider it to be wholly or partly dissolved without judicial intervention.
- 12.2. What is stated in the preceding section also applied in case of the customer being declared bankrupt, having been granted a moratorium or having been placed under a guardian or if his business is stopped.

#### **Article 13: Disputes**

- 13.1. With reservation of the provisions of section 2, all disputes which have arisen between the customer and ourselves or between us and a third party which carries out orders for us on behalf of the customer in relation with the supply of products, including disputes relating to the interpretation of the present conditions, shall be judged by the competent Court within whose jurisdiction area our business has its statutory seat.
- 13.2. All disputes, including those which are only recognized as such by one party only, may at our option also be settled by arbitration. If a dispute has arisen we shall, within 14 days from an invitation by registered letter to that effect from the customer, state our choice. If we do not state our choice within said term, only the provisions of section 1 shall apply.
- 13.3. If we have opted for arbitration, disputes shall be settled in accordance with the statutes and rules of the Netherlands Arbitration Institute.
- 13.4. Where translations of the present conditions have been made, the Dutch original shall be binding.

#### **Article 14: Judicial and other costs**

All costs, both judicial and extrajudicial, incurred by us in exercising our rights under agreements of sale and related agreements, shall be borne by the customer. The costs which we have to incur for collection of invoices which the customer has failed to pay shall be deemed to be equal at least to 15% of the invoice amount, with a minimum charge of €uro. 250.-.

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