



TERMS AND CONDITIONS OF DELIVERY

Article 1 – Prices

Unless explicitly otherwise agreed, the prices are:

- based on the purchase prices, salaries, wage costs, special government taxes, freights, insurance prices and other costs applicable during the quotation or on the order date;
 - based on delivery ex LIFT-TEX® premises, warehouse or other storage locations;
 - exclusive of the costs of transport and insurance;
 - set out in euros.
1. Unless stated otherwise, all price indications are subject to price alterations. In the event of increase of one or more of the cost price factors which were not foreseeable at the time the Agreement was entered into, LIFT-TEX® is entitled to pass on these higher costs to the Customer. If the price increase is more than 10%, the Customer may dissolve the Agreement within five (5) working days after the price increase was announced, by registered letter or in writing with a receipt from LIFT-TEX®.
 2. Unless explicitly agreed otherwise, the prices for providing services or the execution of works are based on performance of the Agreement within the normal working hours on normal working days applicable at LIFT-TEX®.
 3. If work has to be carried out outside normal working hours or ordinary working days that apply at LIFT-TEX®, LIFT-TEX® will be entitled to charge the Customer for the additional costs involved.

Article 2 – Definitions

1. Customer: natural persons, legal entities and persons who, in conducting their business or profession, are the other party in quotations, offers, representations and agreements.
2. Consumer Purchase: purchase with respect to a movable property from the Supplier by a Customer, natural person, who is not acting in the course of a profession or in operating a business.
3. Supplier: user of these General Terms and Conditions who supplies goods and services, being LIFT-TEX® Industrie bv (hereinafter referred to as; 'LIFT-TEX®') or its affiliated companies or enterprises.
4. Agreement(s): contractual relationship(s), whereby LIFT-TEX® supplies items, provides services, carries out assignments or executes works.

Article 3 – Applicability

1. Unless agreed otherwise in writing, these General Terms and Conditions apply to all of our offers and agreements and to any commitments arising therefrom.
2. Our General Terms and Conditions are considered accepted by our contracting party by its acceptance of the items delivered by us, unless the parties have explicitly agreed in writing that our General Terms and Conditions do not apply.
3. Where necessary, a contracting party in these General Terms and Conditions is also understood to mean the party that has requested from us that we provide a quotation or a price indication.
4. These General Terms and Conditions exclude any other general terms and conditions that apply to all agreements and quotations and to any acceptance thereof, offers, representations, contractual relationships and acceptance of purchase orders by LIFT-TEX®, regardless of any (previous) reference by the contracting party to its own or other terms and conditions. LIFT-TEX® explicitly rejects any general terms and conditions declared applicable by the contracting party (Customer) and will never be deemed to have accepted such general terms and conditions. Any derogation from these General Terms and Conditions are to be explicitly agreed on with LIFT-TEX® in writing.

Article 4 – Offers

1. All quotations and price indications are non-committal, unless explicitly agreed otherwise in writing.
2. Our quotations and price indications are based on the details provided by the contracting party, such as conditions of use, technical specifications, applications and other circumstances. The contracting party is held to provide us with complete information about the details referred to here. This information obligation includes the obligation to indicate which details are unknown to the contracting party as well.
3. All of our quotations have a term of validity of six (6) weeks, unless explicitly agreed otherwise in writing. If LIFT-TEX® has incurred costs for submitting a quotation or price indication or for providing advice, it is entitled to charge these costs to the party that has requested the quotation, price indication or advice, if no agreement is entered into.
4. Any price lists, brochures and other details provided with an offer are described as accurately as possible and can therefore not be considered any guarantee whatsoever. Such price lists, brochures and other details will only be binding on LIFT-TEX®, if this has been confirmed explicitly by LIFT-TEX®.



5. Any quotations/offers submitted by LIFT-TEX® are non-committal and remain valid throughout a term to be indicated by LIFT-TEX®. Also after timely and complete acceptance of the quotation, it can still be revoked by LIFT-TEX® within twelve (12) full working days upon receipt of the acceptance.
6. On the side of LIFT-TEX®, every agreement is entered into under the suspensive conditions that the Customer – at the exclusive discretion of LIFT-TEX® – is found to be sufficiently creditworthy for the financial performance of the agreement.
7. For work for which, due to its nature and scope, no quotations or order confirmations are sent, the invoice will also be deemed the assignment confirmation, which will also be deemed to represent the agreement accurately and in full. The administration of LIFT-TEX® is decisive in this respect.

Article 5 – Realisation of the agreement

1. The agreement is deemed to be realised once the order has been confirmed by us in writing or once the products ordered from us have been delivered by us and have been received by the contracting party. The order confirmation or the delivery and receipt are binding between the parties.
2. The date on which the agreement is entered into is the date of our order confirmation or the date on which our products are delivered respectively.
3. We reserve the right to demand a written statement of approval from the contracting party. Until such statement is not in our possession, we are not held to commence the performance of the agreement.

Article 6 – The Agreement

1. At all times, the agreement is restricted to what has been described in the order confirmation or to what we have delivered.
2. If no order confirmation has been sent, the invoice(s) will be considered the agreement.
3. Any additional agreements entered into or modifications made at a later stage will only be valid if they have been confirmed by us in writing and if the contracting party has not objected to them in writing within five (5) working days.
4. Any agreements with subordinate staff members are not binding for us insofar as these have not been confirmed by us in writing. Subordinate staff members can be considered employees not holding a power of attorney.
5. We will reserve the right to pass on any price changes that occur in excess of what has been stipulated in the agreement, if:
 - the demands made on our products by the governmental authorities are changed to the extent that also the products or the composition of these products need to be changed;
 - after eight (8) weeks after the agreement was entered into, the prices of raw materials have increased or labour costs or other operating costs have increased due to governmental measures.

'Government' is understood to mean any public body, either national or international.

Article 7 – Delivery

1. With us, delivery times are established as estimates and are subject to an uninterrupted course of activities and timely delivery of materials and services, including items to be delivered by the contracting party.
2. Unless explicitly agreed in writing, exceeding delivery times can never be a reason for the contracting party or any third parties to be entitled to damages, not even after a notice of default. The contracting party shall indemnify us against any claims of third parties.
3. Exceeding the delivery time does not release the contracting party from its obligations arising from this agreement. If the items have not been taken possession of by the contracting party after the term of delivery has expired, such items will be stored at the contracting party's expense and risk and will remain available to such contracting party.
4. We are entitled to deliver 10% more or less than the quantities or amounts ordered by the contracting party and charge these accordingly.
5. We will be entitled to deliver the order in full or in subsequent batches, if this is necessary or more practical for operational reasons.
6. If the term of delivery is postponed by the contracting party or if the order is cancelled by the contracting party, the contracting party has to pay any costs arising from such postponement or cancellation.
7. Deliveries are free domicile, unless agreed otherwise, and subject to deliveries with a value of less than €750 in the Netherlands and less than €2,000 in other countries. A surcharge for freight and order costs applies to the latter deliveries.
8. Unless agreed otherwise, delivery takes place ex LIFT-TEX® works/warehouse. The time of delivery is the time at which the items leave the LIFT-TEX® works/warehouse, whereby the risk concerning the items is transferred to the Customer. Delivery free domicile only occurs if and insofar as this is explicitly indicated in writing by LIFT-TEX® on the invoice or otherwise.



Article 8 – Transfer of ownership and risk

1. Without prejudice to the provisions of paragraph 2 the title and risk concerning the goods will be transferred to the Customer ex LIFT-TEX® works.
2. As long as the Customer has not paid the full amount of the purchase price plus any additional costs or has provided security, LIFT-TEX® reserves the right to retain the title of the goods. In such case, the title is first transferred to the Customer once the Customer has complied with all of his obligations towards LIFT-TEX® pursuant to or in connection with the Agreements to deliver items or perform services. Additionally, the retained title concerns the claims LIFT-TEX® has or may have on the Customer for the Customer's failure to comply with one or more of his obligations towards LIFT-TEX® pursuant to the Agreement or otherwise. In the event of non-payment by the Customer of any debt or a timely security for paying his debt arising from or in connection with an Agreement or otherwise, LIFT-TEX® will be entitled to take back at its own authority the items it still retains the title of, and LIFT-TEX® will not be held to pay any damages.

Article 9 – Intellectual property

1. The rights relating to all (intangible) products which are used by LIFT-TEX® in the framework of the Agreement – including analyses, models, overviews, software, techniques et cetera – or which are the result of the work carried out by LIFT-TEX® pursuant to the assignment – which work includes advice, reports, plans et cetera – rest with LIFT-TEX® exclusively, insofar as any third parties, not being the Customer, are not (also) entitled to such rights.
2. Without the prior written permission of LIFT-TEX®, the Customer is not authorised to disclose or reproduce the products referred to in paragraphs 1 and 2, nor to use the same for another purpose or to make the same available to persons other than the purpose or persons for which the said products are intended. This prohibition also encompasses the express or tacit permission of the aforementioned actions.

Article 10 – Specifications of the product/testing

1. The technical specifications provided by us of the products delivered by us are also based on the information provided by the contracting party as referred to in Article 2 of these General Terms and Conditions. We cannot accept any liability for incorrect or incomplete information from the side of the contacting party. If such information is found to be incorrect or incomplete, the guarantees we have given will become null and void.
2. Unless agreed otherwise, the contracting party is held to test the products (or have the products tested) delivered by us in the eventual state and assembled in the conditions of use to be expected. The provisions in the previous paragraph of this article concerning liabilities and guarantees shall apply in full, if the contracting party fails to perform the testing.
3. We cannot accept any liability for the results of processed or treated versions of the respective product, if this takes place without compliance with the specifications we have set or by means of manufacturing methods that have not been announced to us by the contracting party. These specifications will cease to be valid if such cases occur.
4. The products delivered by us will be delivered with due observance of the customary guidelines/standards and tolerances with respect to colours and variations in width, size etc. We are not liable for the technically inevitable variations in colour and quality. These are only provided as estimates. The details will only be binding, if this has been agreed explicitly. Minor variations can never be a reason for paying damages to our contracting party.
5. LIFT-TEX® supplies the goods to the best of its judgement (staples, elastic bands, tape, sealed packs, boxes etc.). No rights can be derived from this without specific deviating agreements in writing.

Article 11 – Guarantees

1. If we have provided any guarantee under the agreement, it will be restricted at all times to repair or replacement, at our exclusive discretion, of the products delivered by us. The current conditions will also apply in full if the guarantee is given.
2. Claims under a guarantee shall lapse in the following cases:
 - Assembly and processing errors;
 - Quality reduction after the delivered product has been processed;
 - Changes to products;
 - Removal or illegibility of any labels affixed;
 - Incomplete or incorrect information as referred to in Article 6 of these General Terms and Conditions;
 - Improper use or lack of good care by the contracting party or due to factors that are not part of the delivered products, such as the effects of moisture, vapour, acids and other influences to which the products are or have been exposed;
 - Intent or neglect by the contracting party;
 - Any case in which we cannot be reasonably required to provide any guarantee;
 - The product to be replaced not being returned to LIFT-TEX®.



3. The contracting party is held to provide full cooperation to any investigation deemed necessary by us in connection with our guarantee obligations. Full cooperation also includes laying reports prepared with respect to the respective case open for inspection by any authority whatsoever. The costs of such investigation will be for the account of the contracting party, if it is found that a claim under guarantee is made unjustifiably.

Article 12 – Liability

1. At all times, our liability is restricted to our guarantee obligations as described in these General Terms and Conditions. If our guarantee obligations lapse as referred to in the previous article, this will also mean that our liability for any direct or indirect damage suffered by the contracting party or any third parties will lapse. The contracting party indemnifies us against any claims in this respect.
2. We are not liable either for any direct or indirect damage suffered by the contracting party and/or any third parties which is caused by a violation of a third-party copyright and model right or due to the (poor) functioning of products delivered by us. The contracting party indemnifies us against any claims in this respect.
3. Unless in the event of gross negligence and intent, we will never be liable for any damage caused by staff in our employment or by any third parties called in by us in the performance of the agreement to products, items, packing, persons or anything or anyone else.
4. If the contracting party wants us to do so, we will take out an insurance against the risks arising from the statutory regulations concerning product liability. The costs of such insurances will be charged to the contracting party. The latter party will be held to indemnify us, if it does not want us to take out an insurance with respect to product liability.
5. LIFT-TEX® is not liable for any damage suffered by the Customer caused in whatever way, including any direct and indirect damage, such as consequential damage or loss of business, unless such damage is caused by intent or deliberate recklessness of LIFT-TEX®. If LIFT-TEX® is in any way liable, LIFT-TEX® will only compensate the damage of which the Customer demonstrates that it is a direct consequence of the event for which LIFT-TEX® can be held accountable by law if and to the extent that the insurance taken out by LIFT-TEX® covers such damage.
6. The damages to be paid by LIFT-TEX® to the Customer will never exceed the amount paid out by the insurance in the case as referred to under paragraph 1.
7. LIFT-TEX® will never be liable for any damage caused by intent or deliberate recklessness, if LIFT-TEX® has sold and delivered items or has performed services which on the basis of the state of science at the time of the sale and delivery or providing the services would not have led to any liability in the sense as referred to in paragraph 1 of this article.
8. LIFT-TEX® is not liable for the damage which is the result of errors or default of any third parties charged by LIFT-TEX®, with the agreement of the Customer, with the delivery of materials or with providing services and/or the execution of work. In addition, LIFT-TEX® is not liable for any damage arising as a result of goods delivered by any third parties, unless LIFT-TEX® can recover the damage from the relevant third parties.
9. The Customer is liable for all costs ensuing from the indemnity referred to in paragraph 6.
10. LIFT-TEX® excludes the applicability of the 'European Directive on certain aspects of the sale of consumer goods and associated guarantees', and the legislation based thereon, with regard to its agreements with the Customer. The liability of LIFT-TEX® does not extend beyond what has been laid down in this article.
11. LIFT-TEX® does not accept any liability on any account whatsoever, for advice which LIFT-TEX® provides without such advice being based on an Agreement specifically focused on providing advice.
12. LIFT-TEX® does not accept any responsibility or liability on any account whatsoever for drawings, designs, calculations, instructions, material et cetera, which are furnished to LIFT-TEX® by or on behalf of the Customer with a view to the performance of the Agreement.

Article 13 – Complaints

1. Any complaints about both the delivery of products and invoice amounts must be submitted to us in writing, with an accurate description of the facts and circumstances concerning the complaint, within eight (8) days after the delivery or shipment.
2. We are only held to take cognisance of claims submitted as referred to in this article, if these have been submitted in time and if the contracting party has already complied with all of its obligations towards us. If the complaint has not been submitted in time in conformity with this article, our guarantee obligation as well as our liability will lapse.
3. If we are of the opinion that a complaint about a delivery has been submitted justifiably, we will only proceed to replacing the delivered product once the contracting party has returned the faulty product to us, unless explicitly agreed otherwise in writing.
4. If any complaints about the performance of the Agreement have been caused by normal wear, improper operation or improper handling, abuse, use in violation of instructions provided, negligence, accident, non-compliance with maintenance instructions and/or normal maintenance, or if the product has been modified or repaired without written permission of LIFT-TEX®, no guarantee or other obligation of LIFT-TEX® will apply.
5. Complaints do not release the Customer from his payment obligations towards LIFT-TEX®.
6. No complaint will be accepted in respect of delivered goods which do comply with the quality requirements but which turn out not to be suitable for the Customer's intended purpose of use.
7. Complaints about invoices must also be submitted in writing within eight (8) days after the date on which the invoices were sent.
8. The terms mentioned in this article apply unimpaired. The time periods set out in the 'European Directive on certain aspects of the sale of consumer goods and associated guarantees' and the legislation based thereon will not apply to our agreements with the Customer, if they do not relate to a Consumer Purchase.



Article 14 – Payment

1. Insofar as an individual agreement is lacking in this respect, payment will be in euros, in the manner indicated by LIFT-TEX®.
2. Payment is to be effected within thirty (30) calendar days after the date of invoice, which invoice will be sent after performance of the Agreement – or in the event of performance in batches, after performance of a part of the Agreement – unless stated otherwise on the invoice.
3. LIFT-TEX® can demand a fee from the Customer for the costs which are charged to LIFT-TEX® in connection with a payment by the Customer to LIFT-TEX®.
4. If LIFT-TEX® so wishes, it will be entitled, at or after the time at which the Agreement is entered into, in derogation from the agreed payment regulations, to demand prior payment or cash on delivery. Upon the first request of LIFT-TEX®, the Customer must, within a term to be indicated, provide security which is satisfactory to LIFT-TEX® that both the payment and other obligations will be performed.
5. In the event of refusal to pay or give security, LIFT-TEX® will be entitled – at its election – to suspend or terminate performance of the Agreement, without prejudice to its other rights without the Customer being entitled to any damages.
6. If there are several Customers, all Customers will be severally liable to LIFT-TEX®. Even if two or more (legal) persons take over the Customer's debt, such (legal) persons will be severally liable to LIFT-TEX®.
7. If the agreement cannot be performed within the agreed term or terms due to circumstances attributable to the Customer, this will not lead to suspension of the Customer's payment obligations. He will remain bound to pay on the agreed date.
8. In the event of late payment, due to merely exceeding the term stipulated for payment, the Customer must pay, as from the date of exceeding the term until the day of full payment, interest over the amount due, which interest shall be equal to the statutory interest plus 2%. In the calculation of the payable debt, a part of a month is considered a full month.
9. The Customer explicitly waives his right to settlement or suspension of payments.
10. If assets of the Customer are attached, if a petition for the Customer's voluntary or involuntary bankruptcy is filed or if the Customer himself files a petition with the district court requesting granting of a (preliminary) suspension of payment or applicability of the Debt Rescheduling for Natural Persons Act (*Wet Schuldsanering Natuurlijke Personen*), all his debts to LIFT-TEX® will become immediately due and payable in full.
11. Costs of judicial or extrajudicial measures which LIFT-TEX® has to incur in connection with the Customer's failure to comply with his obligations towards LIFT-TEX®, are entirely at the Customer's expense. This also means that the Customer has to pay the extrajudicial and judicial costs in full. The extrajudicial costs are 15% of the amount to be collected with a minimum of 750 euros (€750).
12. Payments effected by the Customer always constitute the settlement in the first place of all payable interest and costs and next as a settlement of claims under the Agreement that have been outstanding longest.
13. LIFT-TEX® need not return items which are in the possession of LIFT-TEX® for treatment or repair to the Customer until after the Customer has paid LIFT-TEX® all that he owes LIFT-TEX® on any account whatsoever.
14. If the goods are stored as referred to in Article 6.7, the Customer will remain obliged to pay the purchase price on the date set out in paragraph 2.

Article 15 – Force majeure

1. LIFT-TEX® will not be bound to perform any obligation, if it cannot or cannot any longer perform the Agreement, if this is a result of circumstances – whether or not foreseeable – which are beyond the control of LIFT-TEX®. Circumstances which are beyond the control of LIFT-TEX® are in any event: war or a situation similar thereto, mobilisation, riot, strike, excessive absenteeism of LIFT-TEX® personnel, company lock-out, blockade, boycott, illness, non-attributable fire or a disruption in the supply of electricity, gas or water, late performance of suppliers or agents, government measures etc.
2. If a situation as referred to in the preceding paragraph arises, LIFT-TEX® will report it to the Customer. The parties will consult on a possible adjustment of the Agreement. If the parties do not reach any agreement and performance of the Agreement remains impossible, each of the parties can dissolve the Agreement, insofar as it has not yet been performed. There will be permanent impossibility of performance when performance of the Agreement is not possible, de facto or legally, for more than sixty (60) consecutive days or when it is clearly foreseeable that the performance of the Agreement will not be possible, de facto or legally, during the said period.
3. If the situation of force majeure arises while the Agreement has already been partly performed and the remaining delivery is delayed by more than two months, the Customer will have the right to either keep the part of the goods already delivered and to pay the purchase price owing therefore, or to regard the Agreement as terminated, including the part which has already been performed, subject to the obligation to return what has already been delivered to LIFT-TEX® at the Customer's expense and risk. The latter can only take place if the Customer can demonstrate that:
 - (i) the part of the goods already delivered can no longer be effectively used by the Customer as a result of the non-delivery of the remaining goods; and
 - (ii) the goods already delivered are part of the usual trading stock of LIFT-TEX®.



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Article 16 – Dissolution

1. If the Customer fails to perform one or more of his obligations ensuing from the Agreement or does not perform these in time or in full, LIFT-TEX® will be entitled, without further notice of default and judicial recourse and without being bound to pay any damages, to suspend the delivery of the products and/or to dissolve the respective Agreement with immediate effect, without prejudice to any other rights of LIFT-TEX®.
2. In addition to the other rights to which LIFT-TEX® is entitled, LIFT-TEX® can dissolve the Agreement with the Customer at all times, without further notice of default and judicial recourse and without being bound to pay compensation to the Customer, with immediate effect if the Customer is not able to pay his due debts or leaves his due debts unpaid, becomes insolvent, if a petition is filed for the Customer's bankruptcy (whether or not by means of a voluntary petition), if a (provisional) suspension of payment is filed, if with regard to a Customer an application is filed requesting the application of the Debt Rescheduling for Natural Persons Act (*Wet Schuldsanering Natuurlijke Personen*), upon the Customer's death, or if the Customer ceases his business and/or the Customer's assets are attached, which attachment is not terminated within thirty (30) days after the date of attachment or in the event of force majeure or circumstances equivalent thereto.

Article 17 – Severability

1. If one or more provisions of these General Terms and Conditions are found to be non-binding, the other provisions shall remain in full force. If a provision is found to be non-binding, the Customer and LIFT-TEX® will enter into consultations to replace such provision by a binding provision that is closest to having the same legal effect as the non-binding provision if it were still effective.

Article 18 – Applicable law and competent court

1. The Agreement is governed by Dutch law.
2. Disputes about or with respect to the Agreement, which are not within the jurisdiction of the Subdistrict Court, will exclusively be brought before the Court in the district in which LIFT-TEX® has its head office, which is currently the Court of Groningen.

Article 19 – Derogating provisions in the case of Consumer Purchase exclusively

1. In the event of a Consumer Purchase, the mandatory provisions of Title 1 of Book 7 of the Dutch Civil Code will exceed the provisions of these General Terms and Conditions, insofar as the mandatory provisions therein are derogated from.

Tolbert, 20 February 2015.