

GENERAL DELIVERY AND PAYMENT CONDITIONS

Of the private limited company EPDM Trading Europe B.V.

I. DEFINITIONS

Third Party: any person or legal person who is not the Buyer or EPDM Trading Europe.

EPDM Trading Europe: the Seller, the private limited company EPDM Trading Europe B.V. (Ch. of Comm.: 83522158), the user of these general terms and conditions.

Creditworthiness: assessment by an independent credit rating agency. Creditworthiness is sufficient if the creditworthiness is equivalent to or in excess of the average in the industry.

Buyer: the natural or legal person which concludes an agreement with EPDM Trading Europe for the purchase of Products.

Delivery Details: the information concerning the delivery such as the date of delivery, the manner of delivery.

Offer: an offer from EPDM Trading Europe for the conclusion of an agreement.

Parties: The Buyer and EPDM Trading Europe.

Personal Data: all information that identifies a natural person or makes a person identifiable.

Product: the movable property with accessories such as the statement of the specifications or separate components that are sold and delivered to the Buyer by EPDM Trading Europe.

Working Day: a calendar day, unless it is a day of rest or public holiday, a day of leave or any other non-individual day off recognised generally or at the location of the Work or which is prescribed by the Dutch government or by a (Dutch) collective labour agreement.

II. APPLICABILITY

These general delivery and payment conditions, hereinafter referred to as 'the general terms and conditions', apply to all proposals, offers, agreements, services, deliveries and creation of products by, on behalf of or with EPDM Trading Europe B.V, hereinafter referred to as 'EPDM Trading Europe'.

The applicability of any conditions applied by Buyers, customers and other parties (hereinafter referred to as 'the Buyer') with whom EPDM Trading Europe contracts are expressly excluded, unless this is agreed expressly in writing and not in general terms prior to or on the occasion of the conclusion of an agreement. The same applies to any deviation from these general terms and conditions. The invalidity and/or dissolution and/or voidability of one or more provisions of these general terms and conditions does not affect the legal validity of the other general terms and conditions.

The Dutch general terms and conditions prevail over the translations of the conditions into another language drawn up by EPDM Trading Europe.

III. PROPOSALS AND OFFERS

All proposals made by EPDM Trading Europe are always without obligation unless indicated otherwise. Sending price lists, printed materials or other publications cannot be considered as EPDM Trading Europe assuming any obligation in advance. Images, drawings and indications of sizes and weights, and other specifications included in catalogues, price lists or advertising materials are merely indications or are provided by way of an indication. EPDM Trading Europe does not provide any guarantees as regards possible differences.

EPDM Trading Europe has the right to correct or change its proposal. The previous proposal will then lapse.

The images, drawings and suchlike provided by EPDM Trading Europe remain the property of EPDM Trading Europe and may not be copied or provided to third parties without the written consent of EPDM Trading Europe.

EPDM Trading Europe's proposal will lapse if the Buyer has not accepted its proposal within 7 working days and this proposal can no longer be invoked. This provision applies unless indicated otherwise in the offer.

IV. THE PURCHASE AGREEMENT

The purchase agreement is concluded between the parties after the Buyer has accepted EPDM Trading Europe's proposal.

The Buyer accepts EPDM Trading Europe's proposal including these general terms and conditions to the exclusion of all other general terms and conditions. These general terms and conditions form an inextricable part of EPDM Trading Europe's proposal.

Neither party has the right to transfer the purchase agreement to a third party unless it has obtained the express and written consent of the counterparty.

V. PRICES AND DELIVERY

Prices are exclusive of VAT and exclusive of the costs of transport and (transportation) insurance. The Buyer bears the risk as from the delivery. Additional costs not included in the agreement and that become known after conclusion of the agreement are charged on to the Buyer. Additional costs may include costs such as additional import and other duties, excise duty and additional insurance premiums.

If delivery at the agreed time and place proves impossible, EPDM Trading Europe will have the right to take back the goods concerned, unless alternative arrangements are made at that moment. The related additional costs of any further transport and storage costs may be charged on to the Buyer by EPDM Trading Europe.

The delivery times indicated by EPDM Trading Europe can never be considered to be strict deadlines, but merely indications, unless expressly agreed otherwise in writing. EPDM Trading Europe endeavours to comply with these times as much as possible. However, the fact that EPDM Trading Europe exceeds the term will not give the Buyer the right to terminate the agreement, refuse to make payment and does not oblige EPDM Trading Europe to pay compensation on any basis whatsoever.

Insofar as the parties make other arrangements concerning transport, such will be apparent from the express provisions of the written agreement that are not formulated in general terms.

VI. CANCELLATION

After the agreement has been concluded, there is a period of 2 Dutch working days during which either party can cancel the agreement.

After the aforementioned period of two working days has ended, the agreement can be cancelled after the parties have reached agreement concerning the manner of cancellation and the division of the costs related to the cancellation and only after EPDM Trading Europe has agreed in writing to the request for cancellation of the agreement by the Buyer. Costs related to preparing the product, administrative costs and the transport costs incurred form an inextricable part of the costs of cancellation and are for the Buyer's risk and account. It will be sufficient for EPDM Trading Europe to provide an estimate of these costs.

In the event the parties have reached agreement concerning cancellation after the product was delivered to the Buyer, the loss of value, transport costs, transport insurance and damage will be deducted from the purchase price to be refunded.

EPDM Trading Europe will send the Buyer a credit invoice and an estimate of the costs deducted as soon as possible and in any event after receipt and inspection of the product by EPDM Trading Europe. The product remains the property of the Buyer until EPDM Trading Europe has inspected and accepted the product.

VII. PRODUCT AND DOCUMENTATION

If EPDM Trading Europe is unable to deliver the product, EPDM Trading Europe will have the right to deliver a similar product of equivalent or better quality or with similar or better characteristics instead of the product.

A sample, model, example or a different item, shown by EPDM Trading Europe to the Buyer, provides merely an indication of the characteristics of the product. The characteristics of the product may deviate from the characteristics of the sample, model, example or different item. The Buyer cannot derive rights or expectations from the characteristics of the sample, model, example or different item shown.

The Buyer will ensure that he is familiar with the characteristics and specifications of the product. The Buyer is aware of the risks of the use of the product and the minimum safety requirements related to the use of the product. The Buyer will use the product in accordance with the statutory requirements to which the Buyer is subject.

Insofar as further guarantees are provided with respect to the goods delivered, these will only apply if they are expressly agreed in writing and if the conditions of this guarantee are provided upon delivery. Any right under a guarantee lapses if the defect was not reported to EPDM Trading Europe within 2 months after discovery of this defect.

VIII. SUSPENSION

EPDM Trading Europe has the right to suspend the delivery obligations on the basis of a failure to comply with any payment obligation in whole or in part. EPDM Trading Europe has the right to suspend delivery on the basis of insufficient creditworthiness on the part of the Buyer or on the basis of a failure on the part of the Buyer to comply or a failure to comply in full with his obligations and the consequences thereof that arise from this agreement or from other agreements with the Buyer. EPDM Trading Europe will notify the other party of the suspension immediately. This obligation is not a requirement for the creation of a right of suspension. The Buyer may provide sufficient security for compliance.

IX. SECURITY

The Buyer is obliged at EPDM Trading Europe's first notification to provide security for correct compliance with the Buyer's payment obligation relating to an agreement performed or still to be performed in whole or in part by EPDM Trading Europe in a form desired by EPDM Trading Europe.

X. FORCE MAJEURE

A failure to comply with its obligations cannot be attributed to EPDM Trading Europe if this failure is the result of force majeure.

Force majeure is defined as the circumstance that EPDM Trading Europe, or parties engaged by EPDM Trading Europe on which it depends, do not comply or do not comply in time with their obligations, but also includes weather conditions, natural disasters, terrorism, cyber crime, disruptions in the digital infrastructure, fires, power failures, (the consequences of) epidemics, theft or loss of tools, materials or information, road blocks, strikes or work interruptions, transport obstructions (including traffic congestion), the threat of war, disturbances, strikes, floods, illness, government measures of any kind whatsoever (including import and export measures), disruptions to the supply of raw and/or auxiliary materials and energy, defects in or damage to machines and installations, and all other circumstances that are beyond EPDM Trading Europe's control.

Force majeure also applies if a supplier or service provider commits breach of contract towards EPDM Trading Europe unless EPDM Trading Europe should have taken this breach of contract into account when it concluded the agreement.

XI. RETENTION OF TITLE

All goods delivered and to be delivered remain the exclusive property of EPDM Trading Europe until all claims it has or will acquire against the Buyer on any basis whatsoever have been paid in full. After the Buyer has acquired full ownership, this agreement creates an undisclosed right of pledge in respect of the goods delivered by EPDM Trading Europe for the benefit of EPDM Trading Europe in respect of all claims EPDM Trading Europe has and/or will acquire against the Buyer at any time, on any basis whatsoever.

EPDM Trading Europe has the right to take back the goods delivered without any demand, notice of default or judicial intervention, and enter the Buyer's premises if necessary, on the basis of the fact that the Buyer has failed to comply properly with his obligations. The value of the goods taken back will be deducted from EPDM Trading Europe's claims against the Buyer on the basis of the assessed value of the goods at that time. The costs of taking back the goods will be for the Buyer's account.

XII. PAYMENT

Payment of invoices must take place within 30 days after the invoice date. The Buyer is in default as a result of the mere expiry of this term. Notice of default is not required. The Buyer expressly waives his right to set off any counterclaims on his part on any basis whatsoever. In case of late payment, EPDM Trading Europe will charge the Buyer contractual interest of 13% per year on the amount outstanding at that time.

The Buyer will be obliged to reimburse to EPDM Trading Europe all costs to be incurred by EPDM Trading Europe as a result of the Buyer's default, both the judicial and extrajudicial costs. The collection costs related to the settlement of the extrajudicial costs after the claim was handed over to a third party for collection will amount to 15% of the principal sum subject to a minimum of €500.

Payments serve in the first place to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the accrued interest.

Set-off of the purchase price against any counterclaim against EPDM Trading Europe on the basis of this agreement or on the basis of another obligation is excluded.

XIII. COMPLAINTS

Complaints concerning goods delivered relating to the quantity, quality of these goods or any damage must be reported by the Buyer immediately upon delivery by means of a statement on the delivery slip. The Buyer will ensure that EPDM Trading Europe is informed with proper documentation. EPDM Trading Europe is not obliged to handle complaints that are submitted to it later. The right to complain lapses in any event after the product has been processed or two months after the Buyer has discovered or could have discovered a non-conformity. This is the time limit for the presenting of complaints.

All claims against EPDM Trading Europe pursuant to this agreement lapse 1 year after the moment of delivery.

XIV. REPAIR AND REPLACEMENT

Following receipt of a complaint from the Buyer, EPDM Trading Europe will have the right to effect perform within a reasonable term by delivering, repairing or replacing parts, unless this would be unreasonable. EPDM Trading Europe will determine how to effect performance of the agreement, with due observance of the interests of the Buyer and with due observance of whether the Buyer has or has not complied with the obligations arising from this or another agreement.

The Buyer only has the right to demand replacement of the product in case of an essential defect. The Buyer cannot bring other claims until after the reasonable term referred to in the previous paragraph has ended.

XV. ADVICE

Information about the product provided upon conclusion of the agreement does not constitute advice intended specifically for the Buyer. It concerns general information on the basis of which the Buyer can and must assess whether the product is suitable for the use intended by the Buyer.

Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (DCC) do not apply if EPDM Trading Europe provides specific advice in connection with a project. Employees of EPDM Trading Europe who work or used to work for it are not personally bound and/or liable. In deviation from Article 7:408 paragraph 2 DCC, EPDM Trading Europe has the right to terminate the consultancy agreement with a Buyer.

EPDM Trading Europe expressly rejects all liability/accountability concerning possible damage of any kind or any extent that is the result in whole or in part of performance by the Buyer or third parties. The Buyer always remains responsible for the manner in which the activities are carried out.

In those cases in which EPDM Trading Europe provides advice, its liability in case of an attributable failure will be limited to at most the amount of the invoice value relating to this assignment, with the exception of intent or gross negligence. EPDM Trading Europe is never liable for consequential damage. The client will be obliged to indemnify EPDM Trading Europe against all claims from third parties, including possible claims from any parties with an interest in the assignment.

In case of a contract for services, all liability lapses as a result of the passage of one year as from the moment the assignment has been completed.

XVI. LIABILITY EPDM TRADING EUROPE

EPDM Trading Europe is not liable if the product was processed incorrectly. EPDM Trading Europe is not liable if the product sold was damaged due to an external event. EPDM Trading Europe is not liable for any consequential damage, including in any event damage caused to items of property other than the products delivered by EPDM Trading Europe, lost profit, losses due to delay or losses due to replacement. Liability is also excluded for damage-mitigating measures implemented by the Buyer. The reason for limiting liability is that EPDM Trading Europe has no control whatsoever over these consequences and is also unable to oversee the consequences.

EPDM Trading Europe will never be liable in case incorrect performance of the agreement is the result of force majeure.

Use of cleaning products, chemical agents, disease control and other additions, combined with the products delivered is for the Buyer's own risk. These agents could have a negative impact on the product characteristics. Damage resulting from their use is not covered by the guarantee. A resistance list is available upon request.

The Buyer indemnifies EPDM Trading Europe against claims from third parties and in particular against product liability as referred to in EU Directive 85/374 and subsequent legislation based on it.

In case of liability or damage in the broadest sense of the word, liability on the part of EPDM Trading Europe will be limited in any event and always to the amount paid out in the case concerned pursuant to the liability insurance taken out by EPDM Trading Europe. EPDM Trading Europe's entire liability for all of the damage will be limited to the purchase price of the product agreed in this agreement.

Insofar as EPDM Trading Europe offers a higher compensation than the invoice value in specific cases, such will not constitute acknowledgement of liability. EPDM Trading Europe makes offers of a higher compensation than the invoice value exclusively for commercial reasons. The limitations of liability included in these general terms and conditions remain fully in effect if such an offer is made.

XVII. TRADE SECRETS

All information the Buyer and EPDM Trading Europe hold from and concerning each other constitutes a trade secret within the meaning of EU Directive 2016/943, unless the parties agree otherwise.

The use of trade secrets owned by the counterparty is prohibited unless the parties have expressly agreed otherwise. Each party is liable for damage sustained by the counterparty as a result of the use or abuse of trade secrets by its employees, subcontractors or third parties that are affiliated with it contractually or otherwise. If this prohibition is breached, the Buyer will owe EPDM Trading Europe a penalty of €10,000.00 per breach in addition to the damage actually sustained.

XVIII. AVOIDANCE

Full or partial avoidance of the agreement is excluded. The reason for this article is that the consequences of a declaration of avoidance of a purchase agreement whereby the product delivered has been processed or modified, is considered too complex and disproportionately costly by both parties.

XIX. BANKRUPTCY, SUSPENSION OF PAYMENT AND ATTACHMENT

In case of bankruptcy or a suspension of payment on the part of the Buyer or in the event an attachment is levied against or at the expense of the Buyer or it becomes clear in a different manner that the Buyer is no longer able to comply in full with his obligations arising from the agreement with EPDM Trading Europe, EPDM Trading Europe will have the right to terminate the agreement with immediate effect and in any event to suspend its obligations under the agreement until the Buyer is able to pay in full.

XX. General Data Protection Regulation (GDPR)

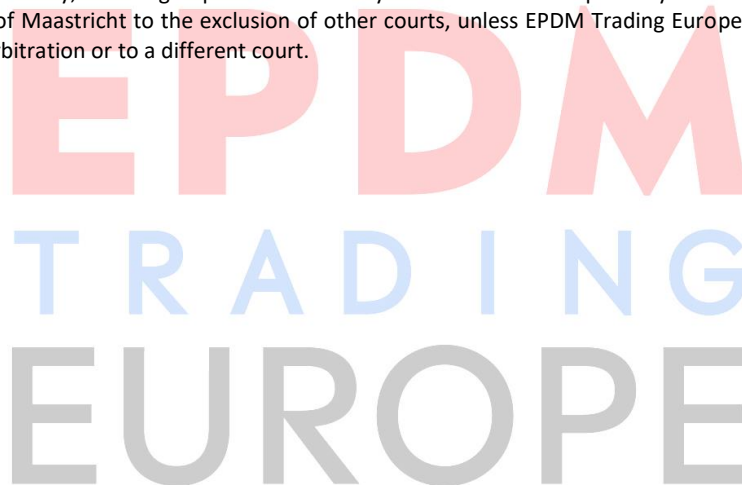
EPDM Trading Europe processes personal data such as names, e-mail addresses, telephone numbers of the Buyer's employees for the purpose of the performance of and compliance with obligations under this agreement in the broadest sense of the word. These data are processed in accordance with the GDPR and are not shared with third parties by EPDM Trading Europe.

Interested parties may contact EPDM Trading Europe for the purpose of exercising rights under the GDPR.

XXI. DISPUTES

All agreements with EPDM Trading Europe are governed by Dutch law to the exclusion of the Vienna Sales Convention. All disputes between EPDM Trading Europe and the Buyer that cannot be settled amicably, including disputes that are only considered to be disputes by one of the parties, are submitted to the competent court in the jurisdiction of Maastricht to the exclusion of other courts, unless EPDM Trading Europe and the Buyer agree after a dispute arises to submit the dispute to arbitration or to a different court.

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