

GENERAL TERMS OF SUPPLY, SALES AND PAYMENT

ARTICLE 1

All purchase- and sales agreements are solely subject to the conditions below. Any departure from these conditions will be non-recurrent and is valid only after written confirmation.

ARTICLE 2

1. Orders that have been accepted by us bind us to deliver within the given time limit. However, we are never liable for the consequences of exceeding the time limit. Exceeding the time limit does not give the client the right to cancel the order.
2. Hold for call-off orders which have not been completely called off within the agreed time limit, give us the right to dispatch the goods that have not yet been called off to the client. The client is obliged to accept and pay for the goods.

ARTICLE 3

Goods that are customer-specific will only be kept in stock after a separate agreement has been signed. The agreed amount of stock must be purchased within 12 months in each case. At the termination of the agreement, the client must purchase the rest of the stock within one month. Should the purchase not take place in time, we reserve the right to invoice the non-purchased customer-specific stock. The client is obliged to pay the invoice irrespective of any possible call-off and/or delivery.

ARTICLE 4

In case of circumstances beyond one's control, including late delivery by our suppliers, we reserve the right to postpone the delivery or to cancel the agreement. This also includes temporary or definitive (e.g. at the end of the life cycle) unavailability of certain goods. We will always strive to offer you a good alternative.

ARTICLE 5

1. Our quoted price, excluding VAT, is valid until the delivery date. For orders with a value of less than € 400, a surcharge of € 15 will be charged.
2. We reserve the right to increase our prices at any time. For call-off- and contract orders, we reserve the right to pass on the increase of import duties, taxes, or exchange rates to the client, unless otherwise agreed in writing.

ARTICLE 6

Should the client desire a particular dispatch mode, the extra costs are to be paid by him or her.

ARTICLE 7

1. Each agreement concerning buying and selling is entered into under the condition precedent that the client is fully creditworthy. The sold goods will remain in our ownership until they have been paid in full.
2. Our standard conditions of payment are 30 days after the invoice date unless otherwise agreed in writing. All first orders will be C.O.D.
3. If the time of payment is exceeded, the client will owe 10% of the principal, and an additional 10 % interest on the principal, as an agreed compensation.
4. As long as the client has not paid the claimable purchase price, we reserve the right to suspend fulfilling our obligations.
5. The client does not have the right to suspend payments partially or completely on the grounds of reclamation or complaints.

ARTICLE 8

1. Our liability ends upon acceptance of the delivery by the buyer or their representative. Any claim must be submitted to us in accordance with the applicable return conditions as stated on www.vdp.com, and within 30 days following receipt of the delivery. These conditions form an integral part of the terms and conditions of sale.
2. The client will not return goods until a written agreement has been reached with the vendor.
3. Returns for which the client is liable must be prepaid and sent at the client's risk.

ARTICLE 9

In case of disputes over or regarding sales agreements, the courts of the registered office are competent. In Belgium the Antwerp courts are competent. In The Netherlands these conditions have been filed with the Chamber of Commerce and Manufacturers for western Noord Brabant under number 686. In France, the tribunal of Paris is responsible in case of disputes.