



1.	GENERAL	8.5	Where payment is not made within the time limits set out in clause 8.1, we reserve the right to increase the amounts due from the Other party with collection costs. The extrajudicial collection costs are hereby set at 15% of the amount due with a minimum of EUR 250.
1.1	Hydac B.V. is the user of these general terms and conditions and will be referred to below as 'We' and/or 'Us'.	8.6	Payments made by the Other party will always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the agreement which have remained outstanding for the longest period of time, even when the Other party specifies that the payment relates to another claim.
1.2	The term 'Other party' means any natural or legal person we make offers to, or that makes offers to Us or gives Us an instruction, or with whom we enter into an agreement, as well as any party with whom we have a legal relationship at all.	8.7	The Other party will not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged defects in the product or on any other account whatsoever, unless We acknowledge the defect as such, in which case the Other party is entitled to suspend payment of a maximum of 15% of the relevant product until the defect has been repaired.
1.3	'Product' shall mean all objects and products, including products that we have received from third parties, which are supplied under these General Terms and Conditions to the Other party, including software and documentation, and all activities and services that we provide to the Other party.	8.8	In the event of liquidation, bankruptcy, winding up or suspension of payments by the Other party, the obligations of the Other party will be immediately due to Us.
2.	SCOPE OF APPLICATION	8.9	We reserve the right to demand a portion of the purchase price in advance and/or otherwise, based on the invoiced amounts.
2.1	These General Terms and Conditions apply to and form an integral part of all Our offers, all assignments given to Us, of all agreements concluded by Us, all advice given by Us, as well as any other legal relationships to be agreed with Us either now or in the future.	8.10	If the Other party fails to pay the amount due under the agreement within three months, We are entitled to terminate the agreement by written notice to the Other party, and to compensation for any damage or loss We may suffer, in addition to the interest and compensation for extrajudicial costs. The compensation for the damage or loss shall be equal to at least the agreed purchase price.
2.2	Alterations and additions to these General Terms and Conditions shall be binding on Us only if agreed in writing.	9.	SUSPENSION AND RIGHT OF RETENTION
2.3	We expressly reject any reference by the Other party to any general terms and conditions and/or other conditions applied by the Other party.	9.1	We are entitled to suspend Our performance if the Other party fails to fulfil all its performance and/or obligations (to be performed before or after Us), or if certain circumstances come to our attention after the conclusion of the agreement which give Us good grounds to fear that the Other party will not be able to fulfil its obligations.
2.4	If one or more provisions of these General Terms and Conditions are deemed to be void or voidable, the remaining provisions of these General Terms and Conditions, or the agreements made between the Other party and Us to which these General Terms and Conditions apply, shall remain in full force.	9.2	We are always entitled to request the Other party to furnish security for the fulfillment of its obligations under the agreement. This provision also applies if credit has been agreed and/or We have incurred costs in respect of the care We must take in respect of the product. We reserve the right to recover our claim on the product above all against whom the retention right can be invoked.
3.	PRODUCT OFFERS AND INFORMATION	9.3	If the Other party does not fully or partially pay the costs arising from the performance of the agreement or other agreements made regularly with the Other party relating to products, We are entitled to exercise the right of retention against all goods of the Other party to which the execution of the agreement relates and that We actually retain within the scope of the agreement.
3.1	All our offers and quotations are without obligation, unless they contain a deadline for acceptance, in which case the offer expires after this period. Where no deadline for acceptance is stipulated, no rights may be derived from an offer or quotation in any manner whatsoever if the product which is the subject of the quotation or offer becomes unavailable in the interim.	10.	RETENTION OF TITLE
3.2	Our offers are based on performance by Us of the agreement under normal conditions and normal working hours.	10.1	Any products supplied or to be supplied by Us will remain our property until (i) all obligations relating to products supplied or to be supplied by Us to the Other party under the agreement, and/or (ii) any services performed or to be performed in this regard for the Other party pursuant to such an agreement, and (iii) any claims due to a breach in the performance of such an agreement, have been met and/or paid to Us by the Other party. The Other party is explicitly not permitted to pledge the goods.
3.3	Any information and specifications contained in general product documentation and price lists is binding only if it has been agreed between Us and the Other party in writing. We cannot be bound by a quotation or offer if it is reasonable for the Other Party to assume that the quotation or offer, or part thereof, include an obvious mistake or clerical error.	10.2	At our request, the Other party must cooperate in taking measures to protect Our property rights in respect of the goods supplied under retention of title.
4.	FORMATION	10.3	Should any third party wish to establish or enforce any right to the products supplied under retention of title, the Other party must notify Us of this as soon as they may reasonably be expected to do so. The Other party is not entitled to establish any limited or unlimited rights to the goods supplied under retention of title without written permission from Us.
4.1	An agreement that is binding on Us shall only be established after a written confirmation by Us to the Other party.	10.4	The Other party is required, at Our first request:
4.2	If the Other party's acceptance deviates from our offer, it shall be considered a new offer by the Other party and as a rejection of our entire offer, even if there is only a deviation on minor points.	1.	to adequately insure the products supplied subject to retention of title on an ongoing basis against damage or losses caused by fire, explosion or water and against theft, and to submit the insurance policy for inspection on demand
4.3	If the Other party makes an offer and/or gives an assignment, We shall only be deemed to have accepted it if we accept the offer and/or assignment in writing or have already started carrying it out.	2.	to pledge to Us all claims of the Other party against insurers relating to the goods supplied subject to retention of title in the manner prescribed in Section 239 of Book 3 of the Dutch Civil Code
5.	PRICE	3.	to pledge to Us any claims obtained by the Other party in respect of its suppliers when selling goods subject to retention of title supplied by Us in the course of its normal business in the manner prescribed in Section 239 of Book 3 of the Dutch Civil Code
5.1	Prices quoted by Us are net and exclusive of VAT or any other government levies applicable to the sale and/or delivery and/or performance of the agreement; they are based on ex works delivery, unless otherwise agreed in writing.	4.	to identify the goods supplied subject to retention of title as Our property so that it is objectively ascertainable that the products are Our property
5.2	Our quoted prices are based on the prices and specifications applicable at the time of the sale and/or assignment and performance of the agreement under normal conditions and normal working hours.	5.	to cooperate in other respects with all reasonable measures We wish to take to protect Our ownership rights in respect of the product, and which do not unreasonably obstruct the Other party's normal business operations
5.3	We reserve the right to charge the Other party a proportional price increase if, after entering into an agreement, factory and/or import prices, prices of materials, raw materials, semi-finished goods, taxes and excise duties, premiums, wages, exchange rates of foreign currencies, government charges or social security contributions, are subject to an increase or new onset, as well as in the event of all other price increases by Our suppliers and/or other changes in price-determining factors.	10.5	We are not obliged to indemnify the Other party in any way for its liability as owner of the product. The Other party shall indemnify Us against any claims that third parties may have against Us and that can be associated with any retention of title invoked.
5.4	The provisions of clause 5.3 shall also apply if the said changes in price-determining factors are the result of conditions already foreseeable at the time of entering into the agreement.	10.6	Should the Other party not fulfil its obligations or should there be reasonable grounds to fear that the Other party will not do so, We reserve the right to remove the delivered goods, subject to the retention of title referred to in clause 10.1, from the Other party or any third parties holding the goods for the Other party. The Other party is obliged to fully cooperate with this on pain of a penalty of 10% of the purchase sum due by the Other party to Us for the relevant products per day.
5.5	If application of clause 5.2 and 5.3 should lead to a price increase of 10% or more at a time, and the price increase is not provided by law, the Other party is entitled to terminate the agreement by registered letter within one week after We have made it known that we intend to increase the agreed price.	11.	FORCE MAJEURE
5.6	Unless expressly agreed otherwise in writing, delivery costs, the cost of making equipment ready for operation, assembly costs, service charges, and expenses relating to shipping, transport and unloading, etc., will never be included in Our prices.	11.1	In the event that force majeure delays or prevents the execution of the agreement, both We and the Other party will be authorised to terminate the agreement in writing, without this giving the Other party any claim to payment, except to the extent that we would enjoy an advantage as a result of this termination, which we would not have had in the event of proper performance of the agreement.
5.7	The cost of loading and unloading and/or storage and/or transport of parts and/or materials, models and/or tools and/or other products made available to the Other party can be charged separately to the Other party.	11.2	Force majeure on our part will include any circumstance beyond our control, which prevents the normal execution of the agreement. Such circumstances resulting in force majeure shall include, but will not be limited to, failure of our own suppliers to make a delivery for any reason whatsoever, strikes, lockouts, disruption of the power supply, traffic problems, machinery breakdown, government measures, as well as the results thereof, loss or damage during transport, etc.
5.8	Any price increases arising from additions and/or changes to the agreement at the request of the Other party shall be borne by the Other party.	12.	WARRANTIES
5.9	Any costs incurred because the Other party has remained in default in respect of performance of the agreement and/or if circumstances occur that can be attributed to the Other party resulting in costs being incurred by Us will be charged by Us to the Other party and due from the Other party.	12.1	We guarantee that the products supplied by Us to the Other party will meet the conditions laid down in the agreement with the Other party for a period of 12 months after delivery of the product or the completion of the activities as referred to in clause 1.3.
5.10	Any breach or default by the Other party shall operate as a waiver of any breach or default on Our part. During the breach or default by the Other party, the Other party is not authorised to take enforcement measures. Any costs incurred because the Other party is in default will be charged by Us to the Other party and due from the Other party.	12.2	Should there be any flaws in the product, the warranty in clause 12.1 will not apply if the flaws are the result of normal wear and tear caused by normal use, wrong handling or improper use, abuse, use contrary to the instructions given by Us, negligence, accident, failure to comply with the maintenance requirements for normal maintenance or care, or if the product is repaired or modified without our written instructions and prior authorisation, or if they are used for purposes other than intended.
5.11	Packaging is not included in the price and is charged separately. Packaging is not returnable.	12.3	Our obligations under the warranty as provided in clause 12.1 extend no further than the free repair or free replacement of a product or part thereof, at our own discretion and within a period that We deem reasonable.
6.	DELIVERY	12.4	If and to the extent that We have received products from third parties and We have supplied these products to the Other party, our warranty obligation does not extend beyond the warranty that We have obtained from the party whose products We have received.
6.1	Unless otherwise agreed in writing, delivery times or delivery dates stated will never be considered final deadlines. If an overrun lasts longer than one (1) month due to force majeure, as also described in clause 11 of these General Terms and Conditions (including but not limited to labour disputes beyond the control of the Parties, fire, war, seizure, export restrictions, disruption of the power supply, traffic problems, machinery breakdown, terrorism and defects or delays in deliveries by suppliers). We are entitled to terminate the agreement without being liable for any damages to the Other party. In the event of late delivery and/or completion, We must be given written notice of default, stating a reasonable period of time for fulfillment. A reasonable period will at any rate be the period of time that is considered reasonable in the industry.	12.5	Any transport costs and inspection costs made in the context of invoking the warranty shall be borne by the Other party.
6.2	The specified delivery times and/or completion dates are based on the working conditions applicable at the time of entering into the agreement and on observance of the delivery deadlines specified by Us for the performance of the work, which We will communicate to the Other party in due time. The Other party is obliged to take delivery of the product at the scheduled delivery time, failing which any costs arising therefrom (including: housing, freight and storage fees) in accordance with Our own or locally applicable rates will be charged to the Other party.	12.6	At our request the Other party is required to provide Us with the opportunity to have an inspection carried out by an expert to be designated by Us further to any invocation of the warranty by the Other party, failing which, the warranty expires. The decision of the expert shall be binding on both parties. Any costs incurred by the expert shall be borne by the Other party should the invocation of the warranty be unfounded in the opinion of the expert. Should the claim made under the warranty turn out to be well-founded, any costs incurred by the expert shall be borne by Us.
6.3	Delivery is ex Our factory / workshop, unless otherwise agreed in writing, and at the times prescribed by Us, which times will be communicated to the Other party in a timely fashion. The Other party is obliged to take delivery of the product at the scheduled delivery time, failing which any costs arising therefrom (including: housing, freight and storage fees) in accordance with Our own or locally applicable rates will be charged to the Other party.	13.	LIABILITY
6.4	We reserve the right to supply and to invoice the product in instalments. The Other party is obliged to consider each part delivery as an independent delivery and hence to pay the relevant invoice within the specified period.	13.1	Without prejudice to clause 12 of these General Terms and Conditions, We are not liable for any direct loss or damage and/or indirect loss or damage and/or consequential loss or damage and/or loss of profit, unless there is deliberate action or gross negligence.
6.5	We are at all times entitled to wholly or partly outsource work assigned to Us to third parties.	13.2	If, according to clause 13.1, we are not liable for any loss or damage, our liability will always be restricted to direct damage to goods or people and our liability will never extend to any trading loss or other consequential loss or damage, including loss of income. Direct loss or damage is exclusively understood to mean:
6.6	Delivery of product samples shall, in all cases, be at the expense and risk of the Other party. Any decrease in value of samples returned to Us shall be borne by the Other party.	a.	The reasonable costs that the Other party would have to incur to have our performance meet the agreement. However, this will not be compensated if the Other party has terminated the agreement;
6.7	The risk of the product passes to the Other party at the time of delivery ex warehouse, even if We have not yet transferred ownership of the product.	b.	any costs incurred by the Other party by necessarily having to keep its old system or systems operational for a longer period and the related provisions required because We have failed to deliver on a binding date of delivery, less any savings resulting from the delayed delivery;
7.	COMPLAINTS	c.	reasonable costs incurred to establish the cause and magnitude of the loss or damage, where this relates to direct loss or damage as defined in these terms and conditions;
7.1	The Other party is obliged to assess the product or the activities referred to in clause 1.3, as soon as the product has been delivered or the work has been carried out, to determine whether the product is in order and whether the work has been performed in accordance with the agreement.	d.	reasonable costs incurred to prevent or limit loss or damage, insofar as the Other party demonstrates that these costs lead to the limitation of direct loss or damage as defined in these general terms and conditions.
7.2	Any complaints regarding the products supplied by Us, the work carried out, or invoice amounts, respectively, must be submitted to Us in writing within 8 working days after receipt of the product or performance of the work, or upon receipt of the invoices, respectively, accurately stating the facts to which the complaint relates, failing which the Other party will no longer be able to rely on any defect in performance.	Our liability shall furthermore be limited to the price the Other party paid for the item which caused the loss or damage, or the amount paid by the Other party for the assignment.	
7.3	If it is not reasonably possible to discover the defect within the above-mentioned time limit, the Other party must submit a written complaint to Us within 14 days, but no later than 30 days, after it detected the defect or reasonably should have done so, failing which, the Other party may no longer rely on any defect in performance.	13.3	If a final and binding court decision determines the provisions of 13.2 to be unfair, the liability shall be limited to that loss or damage and maximally to those amounts for which we are insured or should have been insured in fullness in view of the customer insurance in the branch.
7.4	Any deviations and/or differences in quality, quantity or finishing that are minor or customary in the industry cannot constitute grounds for a complaint.	13.4	The provisions of 13.2 and 13.3 shall only apply in so far as our liability pursuant to law or the agreement (including the provisions of these General Conditions) has not already been limited further than would follow from the mere application of the aforementioned clauses.
7.5	Our complaints with respect to specific products shall in no way affect the obligations of the Other party with respect to other products and/or parts of the agreement.	13.5	The Other party shall be liable for any loss or damage resulting from work or deliveries made by the Other party or on its behalf by third parties.
8.	PAYMENT	14.	TERMINATION
8.1	Unless otherwise agreed in writing, payment by the Other party must be by bank transfer, at the latest upon delivery of the product and/or after carrying out the work, respectively within 14 days after the invoice date. These deadlines are final deadlines, and the Other party will be in default if it misses such a deadline.		
8.2	Setoff is not permitted, unless otherwise agreed in writing.		
8.3	Payment must be made in the currency applicable in the Netherlands, or if agreed in writing, in a foreign currency at the exchange rate of the day that has been agreed, failing which, payment must be made in the currency applicable in the Netherlands at the exchange rate of the day of payment.		
8.4	When payment is not made within the time limits set forth in clause 8.1, a contractual interest will be owed of 1.5% per month, or the statutory interest, should this be higher, part of a month being considered a full month, with effect from the first day of the payment periods referred to in clause 8.1.		



- 14.1 If the Other party fails to perform any of its obligations (payment or otherwise) resulting from any agreement with Us, or fails to do this timely or properly, in spite of reminders to do so containing a fair term, as well in the case of any suspension of payments or application for a suspension of payments, winding up or bankruptcy, guardianship order or liquidation of the enterprise of the Other party, We shall be entitled to terminate the agreement fully or partially by a mere written notification without any judicial intervention and without any notification of default being required.
- 14.2 If the provisions of clause 14.1 apply in a concrete case and if the Other party enjoys a benefit it would not have had in the event of proper performance, we shall be entitled to compensation for loss or damage totalling the amount of such benefit.
- 14.3 As a result of the termination, any mutual claims will become immediately payable without any notice of default being required. The Other party will be liable for any loss or damage We suffer, including interest, loss of profits and transport costs.
15. ABSOLUTE INTELLECTUAL PROPERTY RIGHTS / CONFIDENTIALITY
- 15.1 All intellectual or industrial property rights embodied in all software, equipment or other materials such as analyses, designs, documentation, reports, quotations as well as preparatory materials for this, developed or made available pursuant to the agreement, rest exclusively with Us or our licensors. The Other party shall only obtain the rights of use and the powers granted explicitly in these conditions or otherwise and shall not otherwise multiply or copy the software or other materials, show it to third parties and/or make it available to third parties or use it in any other manner.
- 15.2 All confidential information shall be treated confidentially by the Other party and by Us and shall not be disclosed to any third party without the prior written permission from the disclosing party.
- 15.3 In the case of breach of one or more obligations in this clause 15, the Other party shall forfeit an immediately payable penalty of EUR 5,000 for each breach and EUR 1,000 for each day that such breach continues. This penalty is without prejudice to the right to full compensation in accordance with what is stipulated by law.
- 15.4 This clause 15 shall survive termination of this agreement.
16. INDEMNIFICATION
- 16.1 Where the agreement or assignment is performed based on drawings, information or advice provided by the Other party, and if this causes any patent rights, rights of use, business models, or any other rights of third parties to be violated, the Other party is obliged to indemnify Us against any claims that may come to be asserted against Us on the basis thereof.
- 16.2 If a third party objects to manufacture and/or delivery on the basis of any alleged right as referred to in clause 16.1, we reserve the right to immediately stop the manufacture and/or delivery and to demand reimbursement of the costs incurred, notwithstanding any further claims for damages we may have against the Other party.
- 16.3 The Other party shall indemnify Us for any loss or damage suffered by a third party resulting from the use of products supplied by Us to the Other party.
17. DISPUTES AND APPLICABLE LAW
- 17.1 All agreements to which these conditions apply, either fully or partially, shall be governed by Dutch law.
- 17.2 The provisions of the Vienna Sales Convention shall not apply, and neither shall any future international regulations concerning the purchase of movable property.
- 17.3 Any disputes that arise from agreements concluded with Us or other agreements which result therefrom, or which arise from offers made by Us in whatever form, shall be subject to the judgement of the competent Oost-Brabant District Court, unless mandatory provisions dictate otherwise.

The Dutch version of the General terms and Conditions of Sale and Delivery is binding.