

GENERAL CONDITIONS OF PURCHASE of BE | Allbrass Industrial B.V.in Borne

Article 1 Definitions

1. BE | ALLBRASS INDUSTRIAL B.V.: the private company with limited liability incorporated under the laws of The Netherlands, BE | Allbrass Industrial B.V., having its registered office and place of business in (7620 AA) Borne, at the Industriestraat 5.
2. Supplier: any natural person or legal person that has (pre) contractual relations with BE | ALLBRASS INDUSTRIAL B.V., on the basis of a (sales) agreement or other agreement concluded with BE | ALLBRASS INDUSTRIAL B.V., as well as any natural person or legal person that wants to enter into a sales or different agreement with BE | ALLBRASS INDUSTRIAL B.V., and for that purpose sends out a quotation to BE | ALLBRASS INDUSTRIAL B.V.. "Supplier" is also understood to mean the one that supplies products by order of and for the account of BE | ALLBRASS INDUSTRIAL B.V. to BE | ALLBRASS INDUSTRIAL B.V. or that renders services and executes activities in any form whatsoever by order of BE | ALLBRASS INDUSTRIAL B.V..
3. Parties: Supplier and BE | ALLBRASS INDUSTRIAL B.V. together.
4. Quotation: any statement done by Supplier of a Performance, prices and/or terms.
5. Performance: the activities agreed between Parties to be done, and/or things and/or goods to be delivered and/or services to be rendered by Supplier for the benefit of BE | ALLBRASS INDUSTRIAL B.V. and/or its principal. Where in these conditions "delivery of products" is used, it is also understood to mean the rendering of services or executing of activities in any form whatsoever to or for BE | ALLBRASS INDUSTRIAL B.V..
6. Specifications: the (technical) specifications or descriptions of the Performance, as laid down in the agreement and/or in the documents named in the agreement, or other documents signed by Parties in the matter.
7. Know-how: all materials developed or made available under the agreement, such as software, documentation, analysis, designs, models, drawings, plans, work instructions, Specifications, digital files, photographic recordings, lithographs, micro and macro montages, calculations, descriptions, drafts, reports, apparatus and other materials, as well as preparatory materials from that, in any form whatsoever, that have been developed - by BE | ALLBRASS INDUSTRIAL B.V. -, either solely or jointly, within the framework of the preparation and/or execution of the agreement, as also that which has been presented to Supplier.
8. Data: data carriers, written documents, (sound and/or visual) materials, videotapes, CD-ROMS, DVD's, Know-how and information, including but not limited to moulds, samples, certificates, Specifications, data, instructions, test requirements, explanations, alterations, supplements and materials, including designs, copies, reproductions and misprints/rejects and the like.
9. Data Carriers: means of production such as forms, (optical) data carriers, magnetic tapes and discs, as well as other means on which data is or could be recorded.
10. Principal Sum: the price agreed on for the agreement concerned (excluding turnover tax). If the agreement is a continuing performance contract, with duration of more than 1 year, the Principal sum is set at the total of the fees agreed on for 1 year (excluding turnover tax).
11. DCC: Dutch Civil Code.
12. Third Parties: all natural persons and/or legal persons that have been engaged by Parties in the execution of projects.
13. Service Persons: persons referred to in Section 76 of Book 6 DCC.
14. Unfit Things: things referred to in Section 77 of Book 6 DCC.
15. Indirect Damage: the loss of profit and/or income, suffering (production) loss, the costs of or connected with stoppage or delay, fines, (missing out on) discounts and/or payments of Third Parties, all in the broadest sense of the word.
16. Incoterms: the last version of the official Incoterms rules for the interpretation of commercial terms, by the International Chamber of Commerce (ICC) in Paris.

Article 2 Applicability

1. These general conditions are applicable to all Quotations, offers made to BE | ALLBRASS INDUSTRIAL B.V. and to all (purchase) agreements entered into with BE | ALLBRASS INDUSTRIAL B.V., however named. In particular these conditions are also applicable to agreements entered into with BE | ALLBRASS INDUSTRIAL B.V. for the delivery of goods to BE | ALLBRASS INDUSTRIAL B.V. and/or its principal, for executing activities and rendering services for BE | ALLBRASS INDUSTRIAL B.V. and/or its principal.
2. General conditions of the Supplier (however named) are explicitly rejected and are never applicable.
3. Provisions deviating from these general conditions are only valid if and insofar as BE | ALLBRASS INDUSTRIAL B.V. has accepted these deviations in writing.
4. BE | ALLBRASS INDUSTRIAL B.V. reserves the right to alter these general conditions starting immediately. These alterations are only valid with respect to future offers, Quotations, agreements and the like and will be given notice of to Supplier in writing.

Article 3 Quotation

1. Requests for a Quotation do not bind BE | ALLBRASS INDUSTRIAL B.V. and merely constitute an invitation for giving a Quotation.
2. Among other things the following is indicated in the written Quotation:
 - a. The place of delivery of the Performance.
 - b. The starting time of the Performance or the term within which the Performance will be delivered.
 - c. A description of the Performance.
 - d. According to which drawings, technical descriptions, designs and calculations the Performance will be executed.
 - e. The commercial term of the Incoterms, that is applicable to the agreement.
 - f. The applicability of these general conditions to the Quotation and to the agreement resulting from that.
3. By giving a Quotation, the Supplier is obligated towards BE | ALLBRASS INDUSTRIAL B.V. to deliver the Performance for a fixed total price or a fixed standard price within the term set for delivery.
4. The Quotation remains valid during a period of 2 months. Any possible costs pertaining to giving the Quotation will not be compensated by BE | ALLBRASS INDUSTRIAL B.V., and are to be paid by the Supplier.
5. In case of obvious mistakes in and/or contradictions between parts of the request for a Quotation, the Supplier must give written notice thereof to BE | ALLBRASS INDUSTRIAL B.V., before giving a Quotation and await the reaction of BE | ALLBRASS INDUSTRIAL B.V. on this.
6. BE | ALLBRASS INDUSTRIAL B.V. is not obligated to give any information on whether or not placing an assignment/order with Supplier. The information supplied by BE | ALLBRASS INDUSTRIAL B.V. for giving a Quotation is to be returned to

BE | ALLBRASS INDUSTRIAL B.V. completely and for free, if no assignment/order is placed.

Article 4 Data, designs and drawings and means of production

1. Data that has been provided to Supplier by or on behalf of BE | ALLBRASS INDUSTRIAL B.V. preceding, during and/or after the conclusion of the agreement remain in the ownership of BE | ALLBRASS INDUSTRIAL B.V. or its principal, as the case may be. BE | ALLBRASS INDUSTRIAL B.V. or its principal remain the parties entitled to the rights to these goods. At first request of BE | ALLBRASS INDUSTRIAL B.V., the Supplier is to return these goods to BE | ALLBRASS INDUSTRIAL B.V..
2. Supplier is obligated, at its own expense in favour of BE | ALLBRASS INDUSTRIAL B.V., to save and maintain the Data provided for the execution of the agreement and to insure this Data under customary conditions against the risks of complete or partial loss or damage as a consequence of fire, theft and destruction and the like, unless Parties have agreed differently in writing.
3. BE | ALLBRASS INDUSTRIAL B.V. remains or becomes owner of or the party entitled to the Data as well as the rights thereto, which have been made by Supplier by or by order of or on behalf of BE | ALLBRASS INDUSTRIAL B.V. for the execution of the agreement, either solely or in cooperation with Supplier, Service Persons and/or Third Parties. At first request of BE | ALLBRASS INDUSTRIAL B.V., the things referred to in the previous sentence of this Article shall be handed in or provided to BE | ALLBRASS INDUSTRIAL B.V. without charge and unconditionally.
4. Supplier warrants that the Know-how and Data referred to in this Article, other than in execution of this agreement, are only copied, shown to persons other than Parties, made known and/or used, or altered and/or supplemented with prior written permission of BE | ALLBRASS INDUSTRIAL B.V..
5. On receipt of the things named in paragraph 1, Supplier is to inspect whether these correspond to the Specifications, Data, instructions, test requirements, explanations thereof in the assignment/order and/or agreement, as well as alterations and/or supplements to this. Any possible differences are to be reported to BE | ALLBRASS INDUSTRIAL B.V. immediately at receipt by Supplier, failing which the goods will be deemed to correspond with the Specifications, Data, instructions, test requirements, explanations, alterations and supplements of the assignment/order and/or agreement, as well as alterations and/or supplements to this.
6. Supplier is fully liable for the consequences of misplacing, losing and/or damaging aforementioned moulds, samples, certificates, drawings, models, Specifications, instructions, test requirements and other materials referred to in paragraphs 1 and 3 of this Article, that have been provided by BE | ALLBRASS INDUSTRIAL B.V. to Supplier for the execution of this agreement.

Article 5 Conclusion of agreement

1. Subject to the provisions in the next paragraph of this Article, an agreement with BE | ALLBRASS INDUSTRIAL B.V. is concluded, if:
 - Supplier sends BE | ALLBRASS INDUSTRIAL B.V. a Quotation in writing, and
 - BE | ALLBRASS INDUSTRIAL B.V. places an assignment/order with Supplier in writing within a period of 2 months after receipt of this Quotation, or from the moment that BE | ALLBRASS INDUSTRIAL B.V. has confirmed the verbal assignment/order to Supplier/Buyer in writing.In case of orders placed by BE | ALLBRASS INDUSTRIAL B.V. by telephone, the agreement is concluded as soon as this order is confirmed in writing by BE | ALLBRASS INDUSTRIAL B.V. to Supplier. The assignment/order sent to Supplier by BE | ALLBRASS INDUSTRIAL B.V. is deemed to correctly and completely describe the contents of the concluded agreement. BE | ALLBRASS INDUSTRIAL B.V. cannot be kept to obvious writing errors and/or mistakes in writing in the assignment/order.
2. With reference to the provisions in the previous paragraph of this Article, BE | ALLBRASS INDUSTRIAL B.V. can, if desired, demand that Supplier confirms the assignment/order (within a period of 7 days) after receipt of this assignment/order. BE | ALLBRASS INDUSTRIAL B.V. may for this purpose prescribe the use of a form of its choice for assignment confirmation to Supplier. If Supplier does not send an assignment confirmation, the provisions in the previous paragraph of this Article are fully applicable and an agreement is concluded nevertheless.
3. If, for the execution of the agreement, drawings, models, Specifications, instructions, test requirements, Data and the like provided by BE | ALLBRASS INDUSTRIAL B.V. to Supplier and/or approved by BE | ALLBRASS INDUSTRIAL B.V. are used, these will be deemed to form part of the agreement.
4. BE | ALLBRASS INDUSTRIAL B.V. may demand Supplier to produce a detailed planning together with the assignment confirmation, containing the course of among other things the production and delivery that pertain to the assignment/order. If Supplier does not comply with such demand by BE | ALLBRASS INDUSTRIAL B.V., BE | ALLBRASS INDUSTRIAL B.V. has the right to set aside the agreement by written notice, without prejudice to the right of BE | ALLBRASS INDUSTRIAL B.V. to compensation of all direct and or Indirect Damage consequently suffered by it.
5. Supplementary (verbal) agreements and/or promises, including alterations and supplements, with respect to the order/assignment and/or agreement made and/or done by employees of BE | ALLBRASS INDUSTRIAL B.V. or on behalf of BE | ALLBRASS INDUSTRIAL B.V., made and/or done by Service Persons and/or Third Parties only bind BE | ALLBRASS INDUSTRIAL B.V. if and insofar as these agreements and/or promises have been confirmed explicitly to Supplier in writing by persons authorised to represent BE | ALLBRASS INDUSTRIAL B.V. .
6. If the assignment confirmation of Supplier contains reservations and/or alterations in relation to the Quotation and/or the assignment/order and the Supplier notifies these to BE | ALLBRASS INDUSTRIAL B.V. separately and in writing, the agreement will be deemed to have been concluded – contrary to the provision in paragraph two of this Article – only at the moment that BE | ALLBRASS INDUSTRIAL B.V. declares to Supplier in writing that it agrees with these reservations and/or alterations. If the aforementioned reservations and/or alterations are not notified to BE | ALLBRASS INDUSTRIAL B.V. separately and in writing, the agreement will be deemed to have been concluded nevertheless in the way described in the second sentence of paragraph 2 of this Article, in the sense that the agreement is concluded in accordance with the contents of the assignment/order of BE | ALLBRASS INDUSTRIAL B.V..
7. At any time, BE | ALLBRASS INDUSTRIAL B.V. shall be entitled to alter the scope and/or nature of the Performance to be delivered in consultation with Supplier. Alterations will be agreed in writing.

8. If an alteration referred to in the previous paragraph of this Article has consequences for the agreed price and/or the time of delivery, Supplier will be obligated to notify this to BE | ALLBRASS INDUSTRIAL B.V. immediately in writing.
 9. The following are applicable to all assignments/orders of BE | ALLBRASS INDUSTRIAL B.V., as if they were literally included:
 - a. the provisions of the agreement between BE | ALLBRASS INDUSTRIAL B.V. and its principals, in as far as pertaining to the delivery of the Performance, for which an assignment is granted by BE | ALLBRASS INDUSTRIAL B.V. to the Supplier;
 - b. all technical and administrative provisions relating to the assignment/order, the drawings that pertain to these, in particular the Data provided to Supplier by BE | ALLBRASS INDUSTRIAL B.V., as well as the records and/or list(s) of alterations, explanations and supplements that pertain to the previous;
 - c. these general conditions of purchase.
 10. In case of internal contradictions of the provisions named in this Article under paragraph 9 subsection a up to and including c and/or documents, the earlier named shall prevail above the subsequently named.
 11. In case of internal contradictions of provisions and/or documents referred to in this Article under paragraph 9, under subsection b, none of the provisions and/or documents has priority, yet the provisions and/or documents are to be considered in correlation.
 12. If Supplier discovers any obvious ambiguities/mistakes in writing in the assignment/order, it is obliged to point these out to BE | ALLBRASS INDUSTRIAL B.V. and to ask for clarification, before proceeding with execution, manufacture or delivery.
 13. At any time, Supplier is obliged to point out to BE | ALLBRASS INDUSTRIAL B.V. imperfections in the constructions and methods of working prescribed by or on behalf of BE | ALLBRASS INDUSTRIAL B.V. and in assignments/orders and instructions given by or on behalf of BE | ALLBRASS INDUSTRIAL B.V., as well as defects in drawings, models, Specifications, instructions, test requirements, aids and other materials – in the broadest sense of the word – provided or prescribed by BE | ALLBRASS INDUSTRIAL B.V., in as far as Supplier knew of these or reasonably should have known of them.
- Article 6 Prices**
1. The price stated in the Quotation and/or offer is binding and can never be altered, not even when one or more price determining factors increase, such as exchange rates, purchase prices, raw material prices and/or material prices, costs of prints, labour costs and transport costs, import and/or export duties, excises, levies, taxes or other Performances due to others than Parties by Supplier.
 2. Unless otherwise agreed between Parties in writing, all prices stated in the Quotation and/or offer are listed in euro (€), including:
 - all costs referred to in Articles 11 and 13 of these general conditions;
 - all costs pertaining to the import and export of the Performance, excise duties, levies and taxes (with the exception of sales tax);
 - charges and all other levies or costs with respect to applying for licenses, necessary for producing, transporting and performing the Performance;
 - all costs of the instructions and directions to be given by Supplier to BE | ALLBRASS INDUSTRIAL B.V., its personnel and the Service Persons and/or Third Parties it engages;
 - the fees for the use of intellectual property rights referred to in Article 29 of these general conditions;
 - all costs pertaining to or resulting from performing the Performance, referred to in Article 12 of these general conditions;
 - all other costs which are for the account of Supplier according to or under the agreement, or these general conditions;
 - and furthermore all that is needed for a correct execution of the agreement in accordance with the applicable standards, regulations and requirements of good workmanship, also where not expressly stated in the assignment/order.
 3. Travelling expenses, call out charge and accommodation expenses are only to be paid by BE | ALLBRASS INDUSTRIAL B.V., if BE | ALLBRASS INDUSTRIAL B.V. has ordered these expenses to be made, at a tariff previously agreed on, or has approved of these expenses in writing.

Article 7 Duration

1. The agreement is concluded for the duration agreed between Parties, in the absence of which a duration of 1 year applies. Hereafter the agreement ends. Without prejudice to the rest of the provisions in the agreement and these general conditions, including the provisions in Article 24 and 25, the right to interim cancellation of this agreement by Supplier is excluded.

Article 8 Security

1. At any time BE | ALLBRASS INDUSTRIAL B.V. may demand from Supplier, that Supplier provides sufficient security in the form of an unconditional and irrevocable bank guarantee, with contents that are satisfactory to BE | ALLBRASS INDUSTRIAL B.V., for fulfilling its obligations, which guarantee is also claimable:
 - if a petition in the bankruptcy of Supplier is filed, Supplier files its own petition in bankruptcy, or is in a state of bankruptcy;
 - if Supplier applies for a moratorium or for statutory debt management (Debt Management (Natural Persons) Act, WSNP).
2. If Supplier does not provide the security referred to in the previous paragraph of this Article, BE | ALLBRASS INDUSTRIAL B.V. will be entitled to set aside the agreement extrajudicially, in whole or in part, without the requirement of further notice of default and without judicial intervention, without prejudice to the right of BE | ALLBRASS INDUSTRIAL B.V. to compensation of all direct and/or Indirect Damage, which it suffers as a consequence.
3. BE | ALLBRASS INDUSTRIAL B.V. is not obligated towards Supplier to provide any security for fulfilling its obligations resulting from the agreement.

Article 9 Time/period of delivery

1. Unless Parties agree otherwise in writing, the Performance is to be delivered at the time set in the assignment/order, whereby things are delivered free of charge at the destination as indicated by BE | ALLBRASS INDUSTRIAL B.V.. If, contrary to the foregoing, a delivery period has been agreed this period starts on the day on which the assignment/order was given by BE | ALLBRASS INDUSTRIAL B.V. under Article 5 paragraph 1 of these conditions or, if that is later, on the day on which Supplier has at its disposal the information, Specifications, drawings, models, instructions, test requirements, materials or Service Things provided by BE | ALLBRASS INDUSTRIAL B.V., which Supplier needs to commence the execution of the agreement.

2. Delivery includes co-delivery of all corresponding Service Things, as named in the agreement. The inspection, the check and/or testing of the Performance in accordance with Article 12 of these general conditions does not imply delivery, nor sale, as referred to in the sense of this Article.
3. The time of delivery and/or delivery period is/are binding upon Supplier. BE | ALLBRASS INDUSTRIAL B.V. reserves the right to alter the sequence of the Performances to be executed – before or after the start of the execution of the agreement – or to accept it in parts and/or to alter the time/period of delivery, if BE | ALLBRASS INDUSTRIAL B.V. deems this desirable, without being obliged to any compensation of damage and costs resulting from this towards Supplier.
4. As soon as Supplier knows or suspects, that the Performance cannot be delivered, cannot be delivered on time and/or cannot be delivered in full, it will immediately notify BE | ALLBRASS INDUSTRIAL B.V. of this in writing with details of the causes. Supplier is liable for all direct and Indirect Damage suffered by BE | ALLBRASS INDUSTRIAL B.V. because of the delay, not properly notifying BE | ALLBRASS INDUSTRIAL B.V. on time, as well as for the costs of Third Parties by whom BE | ALLBRASS INDUSTRIAL B.V. is held liable.
5. If no time or period for delivery has been agreed, delivery will take place within a reasonable period to be determined by BE | ALLBRASS INDUSTRIAL B.V..
6. Unless Parties have otherwise agreed, Supplier is to unload the Performance at the indicated destination and according to the instructions of BE | ALLBRASS INDUSTRIAL B.V.. Breakage and damages arising from loading, during carriage and/or from unloading, are for the account and at the risk of Supplier.
7. The Performance to be delivered must be accompanied by a transportation document and/or a consignment note and a packing list, stating the type of Performance, the item numbers of BE | ALLBRASS INDUSTRIAL B.V., purchase order numbers, numbers or quantity (for example: m³) and descriptions.
8. If the Performance is not delivered in whole or in part at the agreed time and/or the agreed place of delivery or within the agreed period of delivery, BE | ALLBRASS INDUSTRIAL B.V. has the right, without further notice of default, to set aside the agreement extrajudicially in whole or in part from a date to be determined by BE | ALLBRASS INDUSTRIAL B.V., without prejudice to the (other) rights and powers BE | ALLBRASS INDUSTRIAL B.V. is entitled to under law and/or agreement and/or these general conditions. In case of setting aside, Supplier will immediately return to BE | ALLBRASS INDUSTRIAL B.V. the drawings, models, Specifications, instructions, test requirements and the like provided by BE | ALLBRASS INDUSTRIAL B.V., as referred to in Article 4 of these conditions.

Article 10 Applicability Incoterms

1. Delivery shall be DDP Borne in accordance with the latest version of the Incoterms.
2. Where
 - Parties, contrary to the provision in paragraph 1 of this Article:
 - a. declare not to apply the provisions of the Incoterms to the Performance, or
 - b. did not agree in writing on which commercial term of the Incoterms is applicable to the Performance preceding to the conclusion or at the conclusion of the agreement,
 - the commercial term applicable between parties has not stipulated anything about the subject concerned,
 the provisions of these general conditions apply supplementarily.

Article 11 Shipping, packaging and transport

1. The Performance must be packaged and secured such that it reaches BE | ALLBRASS INDUSTRIAL B.V., or a destination still to be indicated by BE | ALLBRASS INDUSTRIAL B.V., in a good, undamaged state.
2. Supplier is obligated to insure itself and the Performance to be delivered – in favour of BE | ALLBRASS INDUSTRIAL B.V. – against all possible (transportation) risks, to the satisfaction of BE | ALLBRASS INDUSTRIAL B.V.. The costs of the insurance premiums are to be paid by Supplier.

Article 12 Quality, guarantee and test

1. Supplier undertakes to be and remain certified according to the applicable ISO 9001:2008 version. At the request of BE | ALLBRASS INDUSTRIAL B.V., Supplier will arrange its organization in such a way that it complies with the ISO/TS 16949 standards and will make maximum effort to be certified as such. Furthermore, Supplier guarantees that it has knowledge of and can implement the requirements as set in the requests for a quotation, including – but not limited to – PPAP (Production Part Approval Process), APQP (Advanced Product Quality Planning and Control) and/or VDA.
2. In case of a failure by Supplier in the performance of the agreement, Supplier is to provide an 8D-report to BE | ALLBRASS INDUSTRIAL B.V. concerning the failure – after a request to that effect by BE | ALLBRASS INDUSTRIAL B.V. – within five days of the aforesaid request of BE | ALLBRASS INDUSTRIAL B.V., without prejudice to the other claims of BE | ALLBRASS INDUSTRIAL B.V. in case of failures attributable to Supplier.
3. BE | ALLBRASS INDUSTRIAL B.V. is entitled to inspect the Supplier's site, either itself or via third parties it engages, with regard to the Performance(s), as well as with regard to the production process of Supplier. Prior consultation with Supplier will take place about the time of inspection. If it is established during inspection that Supplier does not comply with one or more of its obligations under the agreement and/or these general conditions, Supplier is to provide BE | ALLBRASS INDUSTRIAL B.V. with a written plan of action within fourteen days of the relevant written report of BE | ALLBRASS INDUSTRIAL B.V., which indicates in a well-founded and specific way the date by which the shortcomings will be corrected; the foregoing expressly without prejudice to the other claims of BE | ALLBRASS INDUSTRIAL B.V., including those of performance, damages, setting aside, etc.
4. Preceding the delivery by Supplier to BE | ALLBRASS INDUSTRIAL B.V., Supplier will submit samples of the products to be delivered by it for approval by BE | ALLBRASS INDUSTRIAL B.V.. Only after the receipt of written approval by BE | ALLBRASS INDUSTRIAL B.V. of the samples in question will Supplier be entitled to proceed to production.
5. With regard to what is stipulated in the assignment/order and any possible accompanying appendix thereto, the Performance to be delivered to BE | ALLBRASS INDUSTRIAL B.V. must:
 - BE in accordance with what is stated in the assignment/order with regard to quantity, description, quality and otherwise;
 - in all respects correspond to and comply with the applicable Specifications, Data, instructions, test requirements, explanations, alterations, supplements, directions and materials;

- in all respects be equal to samples, models and the like that have been made available and/or provided by BE | ALLBRASS INDUSTRIAL B.V. and/or by Supplier;
 - deliver the Performances, as described in the assignment/order;
 - be entirely suitable for the purpose notified to Supplier;
 - have the qualities that were promised;
 - be accompanied by the necessary instruction to BE | ALLBRASS INDUSTRIAL B.V., the Service Persons and/or Third Parties engaged by BE | ALLBRASS INDUSTRIAL B.V. or on behalf of its principals, in order to enable BE | ALLBRASS INDUSTRIAL B.V. and/or the Service Persons and/or Third Parties engaged by BE | ALLBRASS INDUSTRIAL B.V. and/or its principals to make use of the Performance independently;
 - include the drawings and other preparatory works and/or development work needed for the execution of the agreement;
 - in all respects with regard to the design, the construction and the quality comply with all applicable legal requirements, regulations and quality standards concerned;
 - be executed such that the realization of the Performance within the agreed period is assured.
6. Where the Performance comprises products,
- the products will be made of sound materials and will be of good construction;
 - the products will be free of defects, shortcomings, damages, as well as design and construction faults;
 - the products will be made of parts and raw materials of traceable origin;
 - the products will not contain asbestos and/or other carcinogenic substances, or substances that otherwise endanger health;
 - the necessary documents, such as packing lists, (guarantee and/or quality and/or safety) certificates, certificates, drawings, instruction manuals, spare parts lists and maintenance instructions – all in Dutch – will be provided to BE | ALLBRASS INDUSTRIAL B.V. simultaneously with the delivery of the Performance;
 - the products will be provided with a type number, serial number and machine number and with an indication of the origin by means of an adequate identifying mark from the manufacturer or importer, or, if this is not possible, the packaging of products will be provided with such marks;
 - all materials to be processed must be of good quality, fit for their purpose and must meet the requirements;
 - BE | ALLBRASS INDUSTRIAL B.V. is entitled to have materials and raw and/or building materials of the Performance examined by outside Parties. The costs involved are to be paid by Supplier. The materials and raw and/or building materials provided by BE | ALLBRASS INDUSTRIAL B.V. are deemed to have been approved;
 - in case of disapproval of materials and raw and/or building materials, either BE | ALLBRASS INDUSTRIAL B.V. or Supplier may demand that a sample, taken by mutual agreement, certified and sealed by both, is kept.
7. Supplier guarantees that the Performance delivered meets the requirements named in the previous paragraph of this Article and undertakes to immediately and completely repair all defects, shortcomings and damages that come to light during the guarantee period, not being the normal consequence of usual wear to be expected, without charging any costs to BE | ALLBRASS INDUSTRIAL B.V., such at first request of BE | ALLBRASS INDUSTRIAL B.V..
8. Supplier is obligated to keep parts concerning the delivered Performance in stock during the usual life of the delivered Performance.
9. Without prejudice to the provisions in the previous paragraph of this Article, Supplier guarantees that the Performance, as well as parts thereof, is/are available for the duration of at least 5 years after delivery as referred to in Article 9 of these general conditions. If, during 5 years after delivery, the Performance, or parts thereof, are no longer available, Supplier is liable for all damage that BE | ALLBRASS INDUSTRIAL B.V. suffers and will suffer as a consequence of this.
10. Inspections, checks and/or testing by BE | ALLBRASS INDUSTRIAL B.V. or by the right persons and authorities can take place prior to, as well as during, or after the delivery. Supplier permits BE | ALLBRASS INDUSTRIAL B.V., its Service Persons and/or Third Parties access to the places where the Performance is produced, processed, treated, assembled or stored, Supplier renders assistance with the desired inspections, checks and/or testing and provides the necessary documentation and information at its own expense. The costs of inspections, checks and/or testing are to be paid by Supplier, unless Parties agree otherwise.
11. Before the date of delivery, Supplier is to examine thoroughly whether the Performance to be delivered to BE | ALLBRASS INDUSTRIAL B.V. corresponds with what was agreed, without involving expenses for BE | ALLBRASS INDUSTRIAL B.V.. Supplier will provide BE | ALLBRASS INDUSTRIAL B.V. at its first request with a copy of the inspection report(s) without charge.
12. If, during any inspection as referred to in the previous paragraphs of this Article, it is ascertained that the Performance shows defects, shortcomings and/or damages or does/will not correspond with what was agreed, Supplier is obligated to take all necessary measures to ensure the Performance will correspond with what was agreed, or to replace the damaged Performance, without BE | ALLBRASS INDUSTRIAL B.V. being obligated to pay any (extra) compensation.
13. If established defects are not or cannot or cannot fully be repaired and/or replaced on time, BE | ALLBRASS INDUSTRIAL B.V. is entitled to defer the payment of the Principal Sum or part thereof relating to the Performance or to set aside the agreement, in whole or in part, without further notice of default being required and without judicial intervention, without prejudice to the right of BE | ALLBRASS INDUSTRIAL B.V. to compensation of all direct and/or Indirect Damage, which it suffers as a consequence. Supplier is obligated to refund the (parts of the) Principal Sum already paid by BE | ALLBRASS INDUSTRIAL B.V. to BE | ALLBRASS INDUSTRIAL B.V. immediately after setting aside of the agreement.
14. In urgent cases, as well as if, after consultation with Supplier, it must be reasonably assumed that Supplier will not or not properly (be able to) ensure the repair or replacement on time, BE | ALLBRASS INDUSTRIAL B.V. has the right to carry out the repair or replacement itself or have it carried out by Third Parties at the expense of and for the risk of Supplier.

Article 13 Assembly and maintenance

1. Without prejudice to the provisions in Article 9 of these general conditions, Supplier provides sufficiently experienced and expert personnel at the time of delivery when, according to the assignment/order of BE | ALLBRASS INDUSTRIAL B.V., the Performance must be assembled/installed at a place indicated by BE | ALLBRASS INDUSTRIAL B.V..
2. If maintenance of the Performance is necessary, the terms of maintenance of Supplier are laid down in writing in an agreement in joint consultation with BE |

ALLBRASS INDUSTRIAL B.V.. The terms of maintenance of Supplier are always at least equal to the terms of maintenance for BE | ALLBRASS INDUSTRIAL B.V. that result from the agreement with its principals. These terms will be notified to Supplier at or as soon as possible after the conclusion of the agreement.

Article 14 Altered execution

If during the execution of the Performance it appears, that the Performance or a part thereof can only be executed in altered form owing to unforeseen circumstances, the first party to become aware of these circumstances will consult with the other party. At which time the Supplier will also point out the financial consequences to BE | ALLBRASS INDUSTRIAL B.V.. An altered execution agreed in writing will BE | ALLBRASS INDUSTRIAL B.V. invoiced as contract variations as referred to in Article 15 of these general conditions.

Article 15 Contract variations

1. Unless otherwise agreed between Parties, the prices listed in the assignment/order are to contain all costs and expenses (with the exception of turnover tax) and all advice of Supplier, directly and/or indirectly related to the Performance.
2. BE | ALLBRASS INDUSTRIAL B.V. is entitled to demand that the size and/or the quality of the Performance to be delivered is altered. BE | ALLBRASS INDUSTRIAL B.V. is also entitled to introduce modifications in the drawings, models, Specifications, Data, instructions, test requirements, explanations, alterations, supplements, directions and materials and the like with regard to the Performance to be delivered, which it has provided to Supplier or have been made by Supplier on behalf of BE | ALLBRASS INDUSTRIAL B.V. as referred to in Article 4 of these general conditions.
3. Supplier is not allowed to perform additional work (and/or other variations of the assignment/order), even when it concerns a cost saving and/or improvement, without the written permission of BE | ALLBRASS INDUSTRIAL B.V..
4. If an alteration has consequences for the agreed price and/or delivery time/period, Supplier will inform BE | ALLBRASS INDUSTRIAL B.V. in writing after the notification of the desired alteration, before the alteration is executed. Alterations in prices, wages, taxes and rights, all in the broadest sense of the word, will not be set off, unless previously agreed otherwise in writing.
5. If, at the discretion of BE | ALLBRASS INDUSTRIAL B.V., the consequences for the price and/or delivery time/period are unreasonable with regard to the type and the extent of the alteration, BE | ALLBRASS INDUSTRIAL B.V. has the right to set aside the agreement extrajudicially in whole or in part, without further notice of default. A setting aside on the basis of this paragraph entitles neither Party to a right to compensation of any damage.

Article 16 Transfer of ownership and risk

1. The ownership of and the risk for the Performance, as well as parts of the Performance, do not transfer to BE | ALLBRASS INDUSTRIAL B.V. until after explicit approval by BE | ALLBRASS INDUSTRIAL B.V. of the delivered Performance.
2. If, contrary to the provisions in Article 19 of these general conditions, advance payment is agreed for that which BE | ALLBRASS INDUSTRIAL B.V. is due under the agreement, all materials, raw materials and semi-manufactures which Supplier has used for the execution of the agreement, or has intended for that, as well as all products in progress, are delivered and transferred by Supplier to BE | ALLBRASS INDUSTRIAL B.V. in full and unencumbered ownership.
3. Insofar as necessary, Supplier declares (in advance) to deliver and transfer in ownership the Performance named in the previous paragraph of this Article to BE | ALLBRASS INDUSTRIAL B.V. at the moment that Supplier receives the advance payment.
4. From the moment that Supplier receives the advance payment, Supplier keeps the Performance named in paragraph 3 of this Article for BE | ALLBRASS INDUSTRIAL B.V. and Supplier is obliged to sufficiently individualize this Performance for the benefit of BE | ALLBRASS INDUSTRIAL B.V., to keep it isolated from other things, to mark it as recognizable property of BE | ALLBRASS INDUSTRIAL B.V. and to indemnify BE | ALLBRASS INDUSTRIAL B.V. against loss, absence, damages and the exercise of rights by third parties.
5. Without prejudice to the foregoing, BE | ALLBRASS INDUSTRIAL B.V. may demand that the transfer of the ownership of the Performance and/or the parts thereof, will take place at an earlier time, at which the provisions in the previous paragraph of this Article apply equally.

Article 17 Service Things

1. Service Things, also including Data, which BE | ALLBRASS INDUSTRIAL B.V. provided to Supplier or which has been made/purchased by Supplier or Third Parties for the account of BE | ALLBRASS INDUSTRIAL B.V., are, will be or remain property of BE | ALLBRASS INDUSTRIAL B.V..
2. As long as the Service Things have not yet been returned or handed over to BE | ALLBRASS INDUSTRIAL B.V., Supplier is obliged to mark all Service Things as recognizable property of BE | ALLBRASS INDUSTRIAL B.V., maintain them in a good state and insure them against all risks at its own expense.
3. Supplier is obligated to return all Service Things undamaged on the agreed date of delivery. Furthermore, Supplier is obligated to hand over all Service Things undamaged to BE | ALLBRASS INDUSTRIAL B.V. at first request, if this request takes place earlier than the date of delivery as referred to in the previous sentence of this paragraph.
4. Changes to or deviations from the Service Things referred to in paragraph 1 of this Article, and the use of these Service Things for or in relation to any other purpose than the delivery to BE | ALLBRASS INDUSTRIAL B.V., are only permitted after prior written permission of BE | ALLBRASS INDUSTRIAL B.V.; approval, however, does not affect the guarantee obligation of Supplier.
5. If Supplier does not comply with the obligations referred to in paragraphs 2 up to and including 4 of this Article, BE | ALLBRASS INDUSTRIAL B.V. has the right, without further notice of default, to set aside the agreement extrajudicially, in whole or in part, without prejudice to the (other) rights and powers BE | ALLBRASS INDUSTRIAL B.V. is entitled to in accordance with the law and/or agreement and/or these general conditions. BE | ALLBRASS INDUSTRIAL B.V. is entitled to deduct the amount of damages, including interest and other costs, from the Principal Sum to be paid by BE | ALLBRASS INDUSTRIAL B.V. to Supplier.

Article 18 Invoicing

1. Invoices are to be sent to BE | ALLBRASS INDUSTRIAL B.V. in duplicate.
2. Any possible assignments for contract variations (variations resulting in an increase or decrease of the agreed work), as well as alterations as referred to in Article 15 of these general conditions, are to BE | ALLBRASS INDUSTRIAL B.V. itemized separately on the invoices by Supplier.

3. Supplier will not invoice the amounts due by BE | ALLBRASS INDUSTRIAL B.V. until after the Performance is delivered in its entirety under Article 9 of these conditions.
4. The turnover tax due by BE | ALLBRASS INDUSTRIAL B.V. to the Supplier is stated separately. The invoice is to comply with the legal requirements with respect to the Dutch Turnover Tax Act (Wet op de Omzetbelasting).
5. In any case, Supplier is to state the following data clearly and orderly on the dated and numbered invoice:
 - a. name, address, place of residence or place of business and Supplier's registration number with the Chamber of Commerce (Kamer van Koophandel), or with an authority similar to that;
 - b. the assignment/order number;
 - c. the executed Performance to which the invoice is related;
 - d. the place of shipment and receipt of the Performance;
 - e. the commercial term of the Incoterms applicable to the agreement;
 - f. name, address, place of residence or place of business and registration number with the Chamber of Commerce (Kamer van Koophandel) of any possible Service Persons and/or Third Parties engaged by Supplier, or with an authority similar to that;
 - g. the consecutive number of the requested instalment;
 - h. bank account number(s) and name of the bank of Supplier.
6. Invoices that do not comply with the provisions referred to in paragraphs 4 and 5 of this Article will be returned by BE | ALLBRASS INDUSTRIAL B.V. to Supplier for completion, in the course of which the term of payment will be automatically deferred, without BE | ALLBRASS INDUSTRIAL B.V. being in default. Payment will not be made until the invoice with all data and documents as referred to in paragraphs 4 and 5 of this Article is in possession of BE | ALLBRASS INDUSTRIAL B.V. and until BE | ALLBRASS INDUSTRIAL B.V. has approved the Performance.

Article 19 Payment

1. Payment will not be made until and BE | ALLBRASS INDUSTRIAL B.V. will not be obligated to pay until after the expiration of:
 - 30 days after delivery, under the condition of approval of the Performance and of the invoice as referred to in Article 18 paragraphs 4 and 5 of these general conditions by BE | ALLBRASS INDUSTRIAL B.V. and receipt of all documentation, drawings, quality and guarantee certificates, which are part of the delivery or
 - 30 days after the assignment/order – or the part concerning an instalment – is correctly and completely executed in the opinion of BE | ALLBRASS INDUSTRIAL B.V. and after receipt of the invoice as referred to in Article 18 paragraphs 4, 5 and 6 of these general conditions,
 unless otherwise agreed between Parties in writing. Payment by BE | ALLBRASS INDUSTRIAL B.V. does not in any way entail relinquishment of rights.
2. BE | ALLBRASS INDUSTRIAL B.V. will not pay Supplier in advance, unless otherwise agreed in writing. In the latter case, the advance payments made by BE | ALLBRASS INDUSTRIAL B.V. are to be regarded as loans granted to Supplier, until the agreement is executed in whole. In case of advance payment, BE | ALLBRASS INDUSTRIAL B.V. may demand from Supplier that Supplier issues an unconditional and irrevocable bank guarantee in the favour of BE | ALLBRASS INDUSTRIAL B.V., which bank guarantee is from a credit institution acceptable to BE | ALLBRASS INDUSTRIAL B.V..
3. Supplier is not authorized to charge BE | ALLBRASS INDUSTRIAL B.V. increases occurring in cost factors applicable to it, such as increases in raw material costs, material costs, labour costs and transport costs, taxes, import duties and other levies by the government, exchange rates and the like within 1 year of the date on which the agreement was concluded, but before the day of delivery. In case of a price increase within 1 year of the conclusion of the agreement, BE | ALLBRASS INDUSTRIAL B.V. will be entitled to set aside the agreement in whole or in part, without being liable for the consequences resulting from the setting aside.
4. In case BE | ALLBRASS INDUSTRIAL B.V. cannot fulfil its payment obligations under the agreement at the agreed time due to circumstances beyond its control, BE | ALLBRASS INDUSTRIAL B.V. is authorized to fulfil its payment obligations at a later time or, at its discretion, to set aside the agreement without judicial intervention in whole or in part without it being liable towards Supplier and its suppliers and/or Service Persons for the damage resulting from the setting aside.

Article 20 Remaining in default by Supplier and right of suspension of BE | ALLBRASS INDUSTRIAL B.V.

1. If Supplier is in default with the fulfilment of any obligation under the agreement, BE | ALLBRASS INDUSTRIAL B.V. is entitled to suspend its obligations under the agreement in whole or in part, without BE | ALLBRASS INDUSTRIAL B.V. being obligated to any damages towards Supplier, or being in default; even where the periods referred to in Articles 9 and 10 of these general conditions are exceeded.
2. If Supplier does not fulfil its obligations with regard to the start or the continuation of the Performance and BE | ALLBRASS INDUSTRIAL B.V. wishes to issue a warning to Supplier in that connection, BE | ALLBRASS INDUSTRIAL B.V. will demand in writing that Supplier starts or continues the execution of the Performance as soon as possible.
3. If the Supplier remains in default after passage of 5 days after sending the demand referred to in the previous paragraph of this Article, BE | ALLBRASS INDUSTRIAL B.V. is authorized to have the Performance executed or continued by a party other than the Supplier.

Article 21 Notification requirements and other obligations of Supplier

1. Supplier is obligated to execute the activities correctly and soundly. If it is established by BE | ALLBRASS INDUSTRIAL B.V. or its principals that the Performance does not meet the set (legal) requirements and regulations, agreed qualities, Specifications, data, instructions, test requirements, explanations, alterations, supplements and materials, Supplier will immediately take all measures, to ensure that the Performance will meet the above set and agreed requirements and regulations.
2. Supplier will always provide BE | ALLBRASS INDUSTRIAL B.V. on time with all necessary information for an adequate execution of the agreement and will render full assistance to BE | ALLBRASS INDUSTRIAL B.V. in that connection. All information to be provided by Supplier and/or all data to be processed by BE | ALLBRASS INDUSTRIAL B.V. will be prepared and delivered by Supplier according to the qualities, moulds, samples, certificates, conditions, models, drawings, Specifications, data, instructions, test requirements, explanations,

alterations, supplements and directions set by BE | ALLBRASS INDUSTRIAL B.V..

3. If Supplier does not or not adequately fulfil the obligations under paragraphs 1 and 2 of this Article on time, BE | ALLBRASS INDUSTRIAL B.V. is entitled to suspend its obligations under the agreement for the duration of the non-performance, without prejudice to the obligation of Supplier to compensate the damage, that BE | ALLBRASS INDUSTRIAL B.V. suffers and/or will suffer as a consequence of this.
4. Without prejudice to the provisions of paragraph 3 of this Article, Supplier is to inform BE | ALLBRASS INDUSTRIAL B.V. immediately and in writing if provisional attachment and/or executory attachment will be/is levied on its movable or immovable properties, if the ownership rights of Supplier will be or are breached in any other way or if the share of BE | ALLBRASS INDUSTRIAL B.V. in the annual turnover of Supplier amounts to more than 30% or, within the foreseeable future, will amount to more than 30%. The same goes for a case of bankruptcy of Supplier, if a petition for bankruptcy of Supplier is/will be filed or it files for its own bankruptcy, applies for a moratorium, or for statutory debt management (Debt Management (Natural Persons) Act, WSNP), or has stopped paying for another reason.
5. In the event of a case as stated in the previous paragraph of this Article, Supplier is obliged to immediately allow inspection of the agreement to the bailiff levying the attachment, the bankruptcy trustee or the administrator.
6. Supplier will immediately notify BE | ALLBRASS INDUSTRIAL B.V. in writing of alterations to its legal personality, alterations to its name and address, liquidation or acquisition or any state similar to that, of changes in the operational management, in the control of, or in the representative authority of its business.
7. Supplier warrants that all Data provided by it to BE | ALLBRASS INDUSTRIAL B.V. for the execution of the agreement is correct and complete.
8. During the execution of the activities, Supplier will execute and follow the assignments and instructions (to be) given by BE | ALLBRASS INDUSTRIAL B.V.. However, if BE | ALLBRASS INDUSTRIAL B.V. has agreed with its Service Persons and/or Third Parties that they may directly give assignments to Supplier, Supplier is obliged to execute and follow these assignments and instructions.
9. Supplier is not allowed to make direct proposals and offers to, or to enter into agreements with Service Persons, Third Parties or principals of BE | ALLBRASS INDUSTRIAL B.V. about business which pertains to the activities to be executed or the Performance (to be) delivered, including any possible future assignments of principals to BE | ALLBRASS INDUSTRIAL B.V..
10. Supplier is liable towards BE | ALLBRASS INDUSTRIAL B.V. for all direct and/or Indirect Damage that BE | ALLBRASS INDUSTRIAL B.V. suffers and will suffer as a consequence of non-performance, late fulfilment, incomplete fulfilment by Supplier of the provisions in paragraphs 1 up to and including 9 of this Article.

Article 22 Supplier liability and indemnification

1. If Supplier does not fulfil, incompletely fulfils or is late in fulfilling one or more of its obligations under the law, the agreement and/or these general conditions towards BE | ALLBRASS INDUSTRIAL B.V., Supplier will always be obligated towards BE | ALLBRASS INDUSTRIAL B.V. to compensate all (direct and Indirect) damages that BE | ALLBRASS INDUSTRIAL B.V. suffers as a consequence, without any notice of default being necessary. This provision does not affect the right of BE | ALLBRASS INDUSTRIAL B.V. to institute other actions (for example performance) and/or take other legal action (for example setting aside) against Supplier.
2. Supplier is liable to BE | ALLBRASS INDUSTRIAL B.V. for all direct and/or Indirect Damage caused to (personnel of) BE | ALLBRASS INDUSTRIAL B.V. or to other parties (including: Service Persons and Third Parties), where this damage was caused by (personnel of) Supplier, by other parties engaged by Supplier and/or by materials and Performances it used or delivered or connected therewith, in the broadest sense of the word.
3. Supplier indemnifies BE | ALLBRASS INDUSTRIAL B.V. against claims by other parties due to non-performance by Supplier (and its Service Persons and Third Parties) of:
 - applicable (government) regulations;
 - safety and environmental regulations (for production) of products and the like;
 - the applicable export provisions;
 - its obligation to provide operating instructions to its customers.
4. Supplier indemnifies BE | ALLBRASS INDUSTRIAL B.V. against all claims of outside parties to compensation of direct and/or Indirect Damage, costs and/or losses, for which BE | ALLBRASS INDUSTRIAL B.V. does not accept liability on the basis of these general conditions.
5. Supplier indemnifies BE | ALLBRASS INDUSTRIAL B.V. against all claims instituted against BE | ALLBRASS INDUSTRIAL B.V. due to product liability in accordance with Section 185 ff. of Book 6 DCC.
6. Defects, shortcomings and/or damages to the Performance arising during and/or as a consequence of transporting, loading and unloading are at the expense of Supplier.
7. BE | ALLBRASS INDUSTRIAL B.V. is entitled to compensate and/or repair all damages caused by Supplier or on its account – suffered by BE | ALLBRASS INDUSTRIAL B.V. or its principals – at the expense and risk of Supplier.
8. Supplier is obligated to take out insurance against the liability referred to in this Article, that is adequate in the opinion of BE | ALLBRASS INDUSTRIAL B.V. and to allow BE | ALLBRASS INDUSTRIAL B.V. to inspect the insurance policy, if desired. The costs of the insurance premiums are for the expense of Supplier.

Article 23 Liability of BE | ALLBRASS INDUSTRIAL B.V.

1. BE | ALLBRASS INDUSTRIAL B.V. is only liable for direct (personal injury and/or property) damage suffered by Supplier, where this direct (personal injury and/or property) damage is directly and exclusively the consequence of a shortcoming attributable to BE | ALLBRASS INDUSTRIAL B.V., on the understanding that only that direct personal injury and/or property damage qualifies for compensation for which BE | ALLBRASS INDUSTRIAL B.V. is insured. The following restrictions apply:
 - Indirect Damage, arisen for any reason whatsoever, is never reimbursable;
 - direct and/or Indirect Damage caused by intentional act or gross negligence of Service Persons is never reimbursable;
 - direct and/or Indirect Damage caused by Third Parties engaged by BE | ALLBRASS INDUSTRIAL B.V. is never reimbursable;
 - the damage to be compensated by BE | ALLBRASS INDUSTRIAL B.V. is moderated if the Principal Sum of the agreement is minor compared to the extent of the damage suffered by Supplier;
 - the direct (personal injury and property) damage to be compensated by BE | ALLBRASS INDUSTRIAL B.V. is never more than the amount of money of the Principal Sum of the delivery concerned.

- Any claim for compensation cannot be considered unless Supplier notifies BE | ALLBRASS INDUSTRIAL B.V. in detail every time after the occurrence of the damage, in writing, as soon as reasonably possible, and in any case within 7 days of occurring of the damage and unless Supplier does that which can reasonably be desired of it to limit its damage, on penalty of termination of liability of BE | ALLBRASS INDUSTRIAL B.V..

Article 24 Force majeure and right of suspension of BE | ALLBRASS INDUSTRIAL B.V.

- BE | ALLBRASS INDUSTRIAL B.V. is entitled to suspend the fulfilment of its obligations arising from the agreement if Supplier does not fulfil its obligations, for whatever reason, towards BE | ALLBRASS INDUSTRIAL B.V. properly and/or on time, without BE | ALLBRASS INDUSTRIAL B.V. being obligated towards Supplier to compensate any possible damage arising therefrom.
- Force majeure on the part of BE | ALLBRASS INDUSTRIAL B.V. suspends its obligations under the agreement, as long as the force majeure continues. This force majeure does not suspend the obligations of Supplier.
- Force majeure is understood to mean any circumstance beyond the will of BE | ALLBRASS INDUSTRIAL B.V. that temporarily or permanently prevents fulfilment of the agreement and which, according to the law and the standards of reasonableness and fairness, should not be at the risk of BE | ALLBRASS INDUSTRIAL B.V., as well as, insofar as not yet included thereunder: impediments caused by measures, laws or decisions of competent international or national (government) agencies, lack of raw materials, work strike, factory sit-in, blockade, embargo, war, disorder and situations similar to that, power outage, failure of telecommunications lines, fire, explosion, water damage, flood, lightning strike and other natural disasters and calamities.
- As soon as BE | ALLBRASS INDUSTRIAL B.V. faces a situation of force majeure, it must notify Supplier of this, unless, at the discretion of BE | ALLBRASS INDUSTRIAL B.V., this cannot reasonably be expected of it considering the circumstances.
- If it is an established fact that the situation of force majeure facing BE | ALLBRASS INDUSTRIAL B.V. will last for 3 months or longer, either of Parties is entitled to terminate the agreement before the end of term without observing any notice period. Termination for the purpose of this Article takes place in writing.
- BE | ALLBRASS INDUSTRIAL B.V. does not accept liability for and is therefore not obligated to compensate any direct and/or Indirect Damage, costs and/or losses of or by Supplier and/or other parties, which direct and/or Indirect Damage has been caused by or is in any way connected to the situation of force majeure on the part of BE | ALLBRASS INDUSTRIAL B.V..

Article 25 Setting aside of agreement

- Supplier is in default by operation of law, if:
 - it contravenes any obligation from the agreement(s) and/or these general conditions;
 - the business of Supplier is shut down on the basis of the Dutch Economic Offences Act (Wet op de Economische Delicten), or for another reason;
 - it files for bankruptcy, a petition for its bankruptcy is filed, is declared bankrupt, applies for or is granted a moratorium, or if a statutory debt management scheme for natural persons is declared applicable to it or applied for (Debt Management (Natural Persons) Act, WSNP), transfers the management of or the control over its business, loses its legal personality or is dissolved and/or wound up;
 - a change occurs in the shareholding of Supplier, insofar as this circumstance carries with it a considerable increase of risk to BE | ALLBRASS INDUSTRIAL B.V., at the discretion of BE | ALLBRASS INDUSTRIAL B.V.;
 - attachment is levied against Supplier or the assets of Supplier are threatened with attachment or other legal actions,
 - Supplier is placed under guardianship or otherwise loses the power to dispose of (a part of) its assets;
 - Supplier does not have or no longer has insurance as referred to in paragraph 8 of Article 22.
- Force majeure on the part of Supplier does not preclude the right of BE | ALLBRASS INDUSTRIAL B.V. to set aside the agreement.
- In as far as necessary, all claims of BE | ALLBRASS INDUSTRIAL B.V. referred to in this Article are deemed to have become due and payable before the event that led to setting aside of the agreement.
- In the situation referred to in paragraphs 1 and 2 of this Article, BE | ALLBRASS INDUSTRIAL B.V. has the right to unilaterally set aside the agreement in whole or in part, without notice of default and without judicial intervention, without BE | ALLBRASS INDUSTRIAL B.V. being obligated to any compensation and without prejudice to other rights to which BE | ALLBRASS INDUSTRIAL B.V. is entitled, including the right to full compensation of all its direct and/or Indirect Damage. Setting aside of the agreement for the purpose of this Article takes place in writing.
- If Supplier has already delivered Performance(s) in the execution of the agreement at the moment of setting aside as referred to in this Article, these Performances and the related payment obligations will be undone. The amounts of the Principal Sum already paid by BE | ALLBRASS INDUSTRIAL B.V. are to be refunded immediately after termination. In that case, BE | ALLBRASS INDUSTRIAL B.V. is entitled to return to Supplier, at Supplier's expense and risk, the Performances delivered. All claims which BE | ALLBRASS INDUSTRIAL B.V. may have or will acquire in the aforementioned case will BE | immediately and fully due and payable.
- Amounts of money that Supplier has invoiced to BE | ALLBRASS INDUSTRIAL B.V. before the date of termination in relation to what Supplier has already done and/or delivered in the execution of the agreement will never be payable by BE | ALLBRASS INDUSTRIAL B.V., subject to the foregoing.

Article 26 Right of retention

- If BE | ALLBRASS INDUSTRIAL B.V. keeps things of Supplier in its possession, it is entitled to keep these in its possession until Supplier has fulfilled all its obligations (financial and otherwise under any agreement) towards BE | ALLBRASS INDUSTRIAL B.V. or has furnished adequate security for them.
- All things that BE | ALLBRASS INDUSTRIAL B.V. keeps or will keep in its possession, for whatever reason and with whatever purpose, serve as security for all claims that BE | ALLBRASS INDUSTRIAL B.V. has or may acquire against Supplier. In case of non-payment of the payments due, BE | ALLBRASS INDUSTRIAL B.V. is entitled to sell the security, publicly or privately, at the expense of Supplier.
- Storage and conservation of things that BE | ALLBRASS INDUSTRIAL B.V. keeps in its possession on the basis of paragraphs 1 and 2 of this Article are at the expense and risk of Supplier.

- BE | ALLBRASS INDUSTRIAL B.V. is not liable for any possible damage to things that it keeps in its possession on the basis of paragraphs 1 and 2 of this Article during the period that BE | ALLBRASS INDUSTRIAL B.V. exercises its right of retention.
- Supplier is not entitled to exercise its right of retention as referred to in this Article to things that are owned by BE | ALLBRASS INDUSTRIAL B.V..

Article 27 Recovery and (right of) set-off by BE | ALLBRASS INDUSTRIAL B.V.

- BE | ALLBRASS INDUSTRIAL B.V. is entitled to set-off the Principal Sum against any (counter)claim that BE | ALLBRASS INDUSTRIAL B.V. may have against Supplier.
- Contract variations for the purpose of Article 15 of these general conditions are only eligible for set-off if BE | ALLBRASS INDUSTRIAL B.V. has given prior written permission for the execution of the extra work.
- Supplier is not entitled to set-off its claims against BE | ALLBRASS INDUSTRIAL B.V. against any amounts owed to BE | ALLBRASS INDUSTRIAL B.V..

Article 28 Prohibition on transfer of rights and pledge by Supplier

- Supplier is not allowed to dispose of, assign, transfer (in ownership) under whatever title, outsource or encumber with any other right, in whole or in part, its rights and obligations under the agreement with BE | ALLBRASS INDUSTRIAL B.V. or the execution thereof, to any party other than BE | ALLBRASS INDUSTRIAL B.V., without prior express written permission of BE | ALLBRASS INDUSTRIAL B.V..
- If Supplier partially or wholly transfers or assigns rights and/or obligations under the agreement to another Supplier after obtaining written permission of BE | ALLBRASS INDUSTRIAL B.V., Supplier is to draw up a contract in writing, of which the conditions of this agreement as concluded between Parties form a part, in the sense that the instructing Supplier takes the position of BE | ALLBRASS INDUSTRIAL B.V. therein and the contracting supplier that of Supplier.

Article 29 Intellectual property

- Supplier guarantees that the use, including resale, of the Performance delivered by it or of Service Things and tools bought or made by it for the benefit of BE | ALLBRASS INDUSTRIAL B.V., does not infringe patent rights, trademark rights, design rights, copyrights or other (intellectual) (property) rights of third parties.
- Supplier indemnifies BE | ALLBRASS INDUSTRIAL B.V. from all claims and actions of third parties with regard to damage due to infringement of the rights referred to in paragraph 1. Supplier will compensate BE | ALLBRASS INDUSTRIAL B.V. for all damage, which is a consequence of any infringement as referred to in the previous sentence.
- BE | ALLBRASS INDUSTRIAL B.V. is the party entitled to all intellectual property rights that arise from and/or are the consequence of the execution of the agreement by Supplier. Insofar as required Supplier will unconditionally render its full assistance with all necessary actions for the transfer of the intellectual property rights in question, at first request of BE | ALLBRASS INDUSTRIAL B.V., without prejudice to the rights which BE | ALLBRASS INDUSTRIAL B.V. already has obtained under the agreement with Supplier. Supplier renounces its rights referred to in paragraph 1 of Section 25 of the Dutch Copyright Act (Auteurswet 1912).
- All intellectual property rights in things which are provided to Supplier by BE | ALLBRASS INDUSTRIAL B.V. for the purpose of the execution of the agreement, will exclusively be vested in BE | ALLBRASS INDUSTRIAL B.V..
- In case of noncompliance by Supplier with the provisions in paragraphs 1 up to and including 4 of this Article, Supplier will incur an immediately payable penalty of at least € 10,000 (in words: ten thousand euro) per infringement, without prejudice to the other rights to which BE | ALLBRASS INDUSTRIAL B.V. is entitled, including the right to full compensation and/or performance.

Article 30 Confidentiality

- Supplier warrants that all confidential (company) information of both parties exchanged on (entering into) the agreement will remain confidential, in particular with regard to designs, visual and sound recordings, Know-how, documentation, photos, drawings, models, swatches, moulds, samples, certificates, instructions, test requirements, explanations, alterations, supplements and materials, including copies, reproductions and misprints/rejects and the like. In any case, information as referred to in the previous sentence of this paragraph is considered to be confidential if it has been designated as such by one of the Parties.
- Without prior written permission of BE | ALLBRASS INDUSTRIAL B.V. Supplier is not allowed to show, divulge, copy, reproduce, disseminate, cooperate with publications or otherwise use texts and/or images, including but not limited to designs, Know-how, documentation, photos, drawings, models, swatches, Specifications, visual and sound recordings as referred to in the provisions of paragraph 1 of this Article, in whatever way or through whatever medium to any outside parties.
- In case of noncompliance by Supplier with the provisions in paragraphs 1 and 2 of this Article Supplier will incur an immediately payable penalty of at least € 10,000 (in words: ten thousand euro) per infringement, without prejudice to the other rights to which BE | ALLBRASS INDUSTRIAL B.V. is entitled, including the right to full compensation and/or performance.

Article 31 Interpretation

- If one or more provisions of these general conditions proves not to be valid or no longer legally valid, the remainder of the agreement and these general conditions will remain in force. The provisions which are not valid or no longer legally valid will be replaced by provisions that correspond as much as possible with the purport of the provisions to be replaced.
- In case of conflict with legal and/or treaty provisions of a non-mandatory nature, the contents of these general conditions prevail.
- The fact that BE | ALLBRASS INDUSTRIAL B.V. may not require strict compliance with these general conditions in all circumstances in no way implies that BE | ALLBRASS INDUSTRIAL B.V. waives the right to require strict compliance in any specific case.

Article 32 Laws and regulations

- Supplier is deemed to have knowledge of all international and Dutch legal and other regulations, conditions and provisions, which he should comply with and observe under the agreement concluded by it.
- Supplier undertakes to comply with and observe all regulations, conditions and provisions insofar as related to the delivery to be performed by it.
- Supplier itself will take care of the required licences, consignment notes and security measures in connection with the delivery to be performed.

Article 33 Messages by electronic means

1. If a legal act must be done in written form, this requirement will also have been fulfilled if the legal act is performed by electronic means. An automatically generated confirmation of receipt or read confirmation is sufficient to establish the receipt of a statement. The electronic system of BE | ALLBRASS INDUSTRIAL B.V. will serve as sole proof of the content and time of the legal act.

Article 34 Applicable law and disputes

1. These general conditions and all offers/quotations, assignments/orders and agreements to which they apply are governed by the laws of the Netherlands. The Vienna Sales Convention 1980 (CISG) does not apply between Parties.
2. All disputes arising as a result of the offer/Quotation, the assignment/order and/or the agreement or a further agreement to which these general conditions apply, will be settled exclusively by the competent court in the district of the place of business of BE | ALLBRASS INDUSTRIAL B.V.. Contrary to the provisions in the previous sentence of this paragraph, BE | ALLBRASS INDUSTRIAL B.V. remains entitled to bring a dispute before the court which has jurisdiction according to the Law or to an applicable international treaty.

These general conditions have been composed in the Dutch language. An English and a German translation are available. In the event of disputes over interpretation, the Dutch text will prevail over the English and German translations.