

**GENERAL TERMS AND CONDITIONS
FLOW PRODUCTS BV**

- Article 1: General**
- 1.1 These General Terms and Conditions apply to legal relationships between Flow Products BV– hereinafter referred to as “Flow Products”- and its principal/buyer, including pre-contractual and future legal relationships. A principal/buyer is understood to be anyone who applied for a quotation from Flow Products or has signed an agreement with Flow Products.
- 1.2 The terms and conditions used by a principal/buyer do not apply to any legal relationship to which Flow Products is a party.
- 1.3 Any deviations from these General Term and Conditions is only binding on Flow Products if it has confirmed this deviation in writing and signed it for agreed.
- 1.4 If any provision from these General Terms and Conditions is declared null and void in or out court, then the contents of the provision declared null and void shall be maintained and taken into consideration to the greatest extent possible in determining the legal relationship between the parties.
- Article 2: Consumer agreement**
- 2.1 If the principal/buyer is a natural person who is not practicing business for his profession or company with Flow Products, the general terms and conditions are still applied to, unless the general terms and conditions run counter to artt. 6:236 and 6:237 BW.
- Article 3: Establishment of agreement**
- 3.1 Any tenders/offers made by Flow Products are without any engagement and can only be considered as an invitation to the principal/buyer to make an offer for the conclusion of an agreement.
- 3.2 An agreement is only established as soon as Flow Products confirms to the principal/buyer in writing or starts with the execution of the agreement.
- 3.3 Additions to or changes of an offer/tender of Flow Products only apply after these have been accepted by Flow Products in writing.
- 3.4 If amendments as mentioned above lead to an increase/decrease of the costs, a change of the price agreed upon resulting from this must be agreed upon between parties in writing.
- 3.5 On any tenders/offers is the agreement that Flow Products is entitled to gain all the necessary information to judge the credit-worthiness of the principal/buyer.
- 3.6 When no order is placed following up to a tender/offer, Flow Products is entitled to recharge the costs made for realization of the tender/offer to the principal/buyer.
- 3.7 Flow Products is entitled to retain a third party to accomplish the order.
- 3.8 The principal/buyer is obligated to provide Flow Products of all information required for realization of the tender/offer and order.
- Article 4: Prices**
- 4.1 All amounts mentioned by Flow Products in offers/tenders, conformations of orders or mentioned otherwise, are, unless it has been mentioned differently, exclusive of V.A.T. and any levies and/or duties.
- 4.2 Flow Products is entitled to raise the price agreed upon or deviate from the offer/tender made in any other way if the factors that determine the cost price have changed after establishment of the agreement. If the aforementioned increase in price exceeds 10% the principal/buyer shall have the right to dissolve the agreement within eight days after notification of this.
- Article 5: Payment**
- 5.1 If not mentioned differently in the tender/offer or on the invoice, the payment term is within 14 days after the date mentioned on the invoice, without any discount or compensation.
- 5.2 At all times Flow Products has the right to require security or full or partial advance payment for the performance of claimable and non-claimable payment obligations, or to forward exclusively under C.O.D., or to require cash payment for the performance of claimable payment obligations.
- 5.3 If any payment term is exceeded upon by the principal/buyer, then the total outstanding invoice amount, and also the other outstanding invoices, will be claimable upon call, without any notification of default being required. This is also the case if there is a suspension of payment, involuntary winding up / bankruptcy or if the principal/buyer is placed under tutelage. In that case the principal/buyer will be legally in default forthwith and from the invoice date the legal interest will be owed over the outstanding amount of the principal/buyer with a minimum of 1% per month.
- 5.4 Any payment made by the principal/buyer will first be used for the settlement of costs and interest owed and subsequently for the payment of the oldest outstanding claimable invoice, also if the principal/buyer presumes that the payment relates to another invoice.
- 5.5 In case of non-payment all cost necessary to enforce performance of the obligations resulting from the agreement, both the extra-judicial costs and the judicial casts actually incurred, including those of the application for a involuntary winding up/bankruptcy, will be for the account of the principal/buyer, without prejudice to latter's obligation to compensate for further damage.
- 5.6 In all cases an amount equal to 15% of the principal amount, with the minimum of €250, exclusive of V.A.T., can be charged for extra-judicial collection costs.
- 5.7 Flow Products has the rights to suspend its performance obligations until the principal/buyer has performed all its claimable obligations.
- 5.8 If delivery takes place for an account, then principal/buyers is bound by the entries of Flow Products, and this in the sense that he, in the absence of proof of the contrary, will have to recognize these entries as being correct.
- Article 6: Delivery and delivery terms**
- 6.1 The delivery terms listed by Flow Products are free of any engagement and can not be considered as fatal, unless it has been agreed upon in writing explicitly otherwise.
- 6.2 With the exception of intent or gross negligence a violation of the term of delivery does not entitle the principal/buyer to claim compensation for damage, to refuse the goods to be delivered or to fully or partly dissolve the agreement.
- 6.3 Unless agreed upon otherwise, delivery will take place “ex warehouse”. The transport of goods always will take place at the risk of the principal/buyer, unless delivery carriage paid, inclusive of insurance, has been agreed upon. Flow Products is entitled to choose the means of transport.
- 6.4 Acceptance of the goods without signing the bill of loading, a certificate of posting of the goods or a similar receipt, will automatically considered as the goods being delivered in good condition.
- 6.5 If the principal/buyer will not accept the ordered goods when they are delivered as agreed in the tender/offer, or, in case of a delivery on call contract, after expiring of the period, as agreed in the tender/offer, in which the goods can be called for, the goods will be stored for account and risk of the principal/buyer. The costs that result from this, including storage, transport and insurance, are for account of the principal/buyer. The costs of storage come to at least 2% of the price mentioned in the tender/offer, with a minimum of € 50,- a month.
- 6.6 If the principal/buyer is neglectful of its off taking duties for 8 days after the above mentioned occurrences, Flow Products is entitled to either claim the fulfillments of the tender/offer inclusive indemnification, or by means of a valid statement, dissolve the tender/offer, in which the indemnification is relevant to. Depreciation of the goods is fully for account of the principal/buyer.
- 6.7 If any of the above mentioned events occur, Flow Products will release the goods when all payments, increased by possible costs for storage, transport and other costs.
- 6.8 The principal/buyer is obligated to inspect the delivered goods by Flow Products thoroughly immediately after taking delivery of the goods. If the goods are not corresponding to which is ordered, than the principal/buyer should inform Flow Products in registered writing within 48 hours after taking delivery of the goods.
- 6.9 Return sending of the goods will only be accepted by Flow Products if this is made known to Flow Products in writing. The return sending should be in good condition, in its original packaging and be able to sell to another party. Costs involving the return sending are at any times for account of the other party. Return sending on ‘cash on delivery’ will not be accepted.
- Article 7: Credit limitation surcharge**
- 7.1 The invoice amount can be raised by Flow Products by a credit limitation surcharge of maximally 2%.
- 7.2 The principal/buyer has the right to deduct the aforementioned surcharge from the invoice if the invoice is paid within 14 days. In the case of violation of the payment term the principal/buyer has the obligation to pay the credit limitation surcharge on top of the normal price.
- Article 8: Transition of title**
- 8.1 Flow Products reserves the title to the goods delivered or to be delivered to the principal/buyer pursuant to the agreement until the price agreed upon with respect to these goods and the work activities carried out or to be carried out for the benefit of the principal/buyer has been fully paid, and also until the claims because of default in the performance of the obligations resulting from the agreement by the principal/buyer has not acquired the title of goods delivered.
- 8.2 As long as the principal/buyer has not acquired the title to the goods delivered, he shall not be entitled to transfer, lease, give on consignment or in exchange or give as security these goods to any third party, or to remove or have them removed in any way from the site of this company without prior written permission from Flow Products. The principal/buyer accepts the obligation with respects all goods delivered by Flow Products to strictly observe increased carefulness with respect to these goods.
- 8.3 The principal/buyer will immediately enable Flow Products to take back the goods delivered, without a notification of default or judicial intervention being required. The principal/buyer has the obligation to fully co-operate in this on forfeiture of a penalty of 10% of the amount owed by him per day or part of the day.

Article 9: Intellectual property		
9.1	Unless mentioned differently in writing the intellectual ownership of any kind of concept or product design developed by Flow Products is and will remain property of Flow Products.	
9.2	Unless mentioned differently in writing all models, techniques, drafts and instruments – including also software- that have been used and/or developed for execution of the order are and will remain property of Flow Products. Publication is only allowed with explicit permission from Flow Products.	12.2
9.3	By giving an order for copying, reproduction, multiplying or applying modifications on a product which is protected by copyright or any kind of industrial or intellectual ownership, the tender/buyer declares that no violation of any rights are made. The principal/buyer safeguards Flow Products against any claims concerning violation of any intellectual ownership including copyright, patent, brand name etc.	12.3
Article 10: Force majeure and cancellation		
10.1	Force majeure is understood to be: <ul style="list-style-type: none"> - any circumstance beyond the intent of Flow Products, as a result of which performance of the obligations of Flow Products can not reasonably be demanded from it any longer, irrespective of whether that circumstance was foreseeable at the time of the conclusion of the agreement, - the force majeure for any company Flow Products involves for the execution of the agreement, - any circumstance in which Flow Products is not, not in time or not fully able to accomplish the agreement as a result of circumstances which are caused by force majeure of anyone who Flow Products involves for execution of the agreement and was not, not in time or not fully able of fulfillment towards Flow Products. 	12.4
10.2	Flow Products has the right to suspend its obligations or to partly or fully dissolve the agreement in case of a force majeure, without the creation of an obligation to pay for the damages, it being understood that after an initial resolution to suspend as yet a full or partial resolution of the agreement may take place.	12.4
10.3	If the period in which the obligations have been suspended by Flow Products as a result of force majeure will last longer than six months, then the principal/buyer will be authorized to dissolve the agreement, without there being an obligation of the following provisions.	12.5
10.4	If Flow Products has already performed a part of its obligations at the time of the beginning of the force majeure, or can only perform part of its obligations, it will have the right to invoice that part separately and the principal/buyer has the obligation to pay this invoice that part separately and the principal/buyer has the obligation to pay this invoice as if it concerned a separate contract.	
10.5	Flow Products reserves the right to fully or partly cancel agreements if such a change of circumstances occurs that performance can no longer reasonably be demanded from Flow Products. A cancellation must be notified in written to the principal/buyer. In such cases the latter is not entitled to claim a compensation for damage from Flow Products.	
Article 11: Liability		
11.1	With exception of intent or gross negligence, Flow Products is not liable for any consequential damage, business damage, lost days damage and or injury damage of the principal/buyer, his personnel or third parties as a result of any defect of the goods and/or services delivered.	
11.2	In no case will Flow Products be liable for damage or consequential damage of the use of the products delivered by Flow Products to the principal/buyer, resulting from whatever cause. The principal/buyer must insure him selves against such damage.	
11.3	If Flow Products will be liable in any way, the size of the compensation for damage will always be limited to the height of the amount invoiced for the order, but maximally to the amount to be paid by the insurance company to Flow Products.	
11.4	If Flow Products on account of an agreement on behalf of the principal/buyer and on its own expenses effected an insurance, than Flow Products only accepts the liability up to the amount which will be paid by the insurance company.	
11.5	The principal/buyer will safeguard Flow Products of all claims of thirds for damage, in anyway, caused by the use of which Flow Products has delivered.	
11.6	The principal/buyer will be liable for all damage that he causes on Flow Products properties or matters of thirds, for which Flow Products is liable.	
Article 12: Dissolution		
12.1	Flow Products has the right to partly or fully dissolve the agreement, without prejudice to this right on compensation of costs, damage and interests, if: the principal/buyer does not perform, does not timely or does not properly perform one of his obligations resulting from the agreement, if the principal/buyer applies for suspension of payments, if a prejudgment attachment in execution is made at the expense of the principal/buyer, if the principal/buyer is a legal entity and if this legal entity is wound up or if the principal/buyer dies or no longer will be capable of conducting his business, if an application for bankruptcy or involuntary liquidation is applied for against or by the principal/buyer, if otherwise any circumstances occur that seriously reduce or threaten the possibilities of recourse of Flow Products.	
	In that case Flow Products has the right to remove and take back all goods delivered by it that have remained unpaid for.	
	The principal/buyer has the obligation to fully co-operate in this with Flow Products, specifically by granting access to the company to the company site and all other spaces used by the principal/buyer to Flow Products or, as the case may be, to persons designated by it. The principal/buyer now already gives permission for this in those cases.	
	The costs of taking back, storage and sale of these goods are for the account of the principal/buyer. Flow Products has the right either to keep the goods in its possession until amount owed, inclusive of interest, costs and compensation for damage has been fully paid, or to sell the goods to third parties, in which latter case the net proceeds will be deducted from the total amount owed by the principal/buyer.	
	The principal/buyer shall not have the right to partly or fully dissolve the agreement if he himself already was in default in performing his obligations. If fully dissolving of the agreement takes place anyway, the principal/buyer is with no exception responsible for payment of the performance/accomplishments already made by Flow Products, with a minimum of 30% of the total amount Flow Products would receive by completing the order. In case of partial dissolution the principal/buyer cannot claim undoing of the performance/accomplishments already realized by Flow Products and Flow Products will have an unimpaired right to payment of the performance/accomplishments already realized by Flow Products. In case of an indemnification, Flow Products is entitled to apply to the principal/buyer for its liabilities, loss of profit and other damages.	
Article 13: Guarantee and complaints		
13.1	The guarantee of Flow Products only concerns the original parts and trade products and does not go any further than the guarantee and the time limit of the guarantee given by the suppliers of Flow Products to Flow Products itself.	
13.2	Flow Products will give no guarantee if: <ul style="list-style-type: none"> - the errors can be the consequence of inexpert use or of other causes than defectiveness of material or manufacture; - the cause of the errors can not be shown; - if not all instructions and/or other specifically applying prescriptions with respect to the use of goods delivered have been observed fully and properly. 	
13.3	The guarantee becomes null and void if: <ul style="list-style-type: none"> - the principal/buyer carries out or has carried out changes and/or repairs to the goods delivered during the term of guarantee at his own initiative and with no explicit permission of Flow Products. - the principal/buyer does not perform or does not perform timely or properly any obligation, that results from the agreement or any agreement related to it. 	
13.4	Complaints with regard to malfunction or disturbance of the goods should be reached and noticed by Flow Products in registered writing within 48 hours after taking delivery of the goods. All liability will expire by notification after this time limit.	
13.5	Taking a complaint in regard by Flow Products does not guarantee the correctness or being within time limit to file a complaint. A complain, or the acknowledgement of the correctness by Flow Products is no ground for postponing payment or acceptance obligations of the principal/buyer.	
13.6	When both parties have agreed that Flow Products has to carry out repairs or provide extra deliveries, than the choice of repair or replacement is up to Flow Products.	
Article 14: Applicable law / competent court		
14.1	All agreements concluded between the parties are governed by the Dutch law.	
14.2	In deviation from legal rules for the competence of civil court, each dispute between the parties will be solved, if the District Court is competent, by the District Court of Amsterdam. However, Flow Products remains authorization to summon the other party before the court that is competent according to the law or the international treaty that applies.	