



## General Sales and Delivery Conditions WK LED BV 01-01-2020

### ARTICLE 1 - Liability

These conditions form part or are applicable to all / seller for tenders, communications and agreements, with simultaneous outside impact statement and rejection towards seller all any general and / or special condition (s) of copper and any third parties, unless acceptance of a such general and / or special condition (s) in writing by or on behalf of Seller appears. These conditions are that the conditions to which it is first referenced. Where these conditions are spoken of "buyer", should also be read as "customer", or at least any party in respect of the vendor has undertaken.

### ARTICLE 2 - Quotations

All offers of the Seller are without obligation, in particular as regards the availability, delivery time, pricing and execution, unless otherwise agreed in writing. Any quotation is based on the time of assignment prices charged. If after this time meant undergoing change, then Seller reserves the right to afterwards reasonable prices to adapt, in particular in the case currency exchange rates change, and, in the case of the manufacturer carries a price increase.

### ARTICLE 3 - Costs

All costs incurred by Seller in connection with activities relating to the sale reasonably have incurred, the seller may recover from the buyer.

Costs incurred by the buyer for repairs will not be accepted without prior agreement

### ARTICLE 4 - Prepayment

In case of order can seller of copper demand payment equal to the amount of the selling price

### ARTICLE 5 - Cancellation

A party who, in any way whatsoever, against Contractor has attached, can not unilaterally withdraw, unless Seller's written consent has been granted. If such permission, then the other party Nevertheless, by way of damages, an amount equal to at least 10% of the invoice amount, and all costs incurred by Seller, with a minimum of EUR 150.00 per order line as a basis will be is used.

### ARTICLE 6 - Maintenance

1. Maintenance contracts can only be terminated by the end of the contract period, a notice period of three months.
2. In case of late and / or incorrect termination, the contract is deemed to be a contract period to be extended.

### ARTICLE 7 - Supply and Delivery

1. All items purchased as of the conclusion of the agreement for the account and risk of the buyer.
2. If the buyer has any payment to the seller has, especially if invoices in respect of supplies seller to buyer are fully or partially open, the seller is entitled to suspend the delivery obligations until the buyer has complied with all its obligations.
3. In the case of outstanding invoices seller is entitled the purchased goods COD send, regardless of any another clause.
4. With free delivery is the cheapest method of transmission followed, unless otherwise agreed.
5. The adoption by the carrier without any comment on the waybill or the receipt as proof that the delivered in the correct state.
6. Stoppage or slowdown is not the responsibility of the seller, unless caused by his fault.
7. Goods are transported at the risk of the buyer, unless otherwise agreed.
8. Each section of the supply, including parts of a composite order, can be individually billed.
9. Barring notice, delivery risk of the buyer at the last known address of the buyer.



#### ARTICLE 8 - Complaints

1. Any complaints must be made in writing within 14 days after receipt of the goods.
2. The buyer who has not, within 14 days after receipt thereof duly soundness has been studied, is considered the supply agreement have been.
3. The purchaser will not claim against Seller may assert, after the purchaser has taken or delivered in use do take, or has sold.
4. Defects in part of the delivery, do not give the right to reject and / or non-payment of the whole provided party and / or other parts of a delivery.
- 5: WK LED BV is in no way liable for any installation work by 3<sup>rd</sup> parties

#### ARTIKEL9 - Warranty

The goods supplied by us have a warranty period ranging between 1 and 2 years depending on product.

Within this period, goods through the carry-in "method replaced or repaired

Any replaced or repaired product shall be provided with an RMA number

WK LED BV only gives warranty on goods, replacement made by third parties will not be reimbursed. Custom made products have limited warranty of 1 year.


#### ARTICLE 10 - majeur


Faults in the business of Seller which are not attributable to him (including war, mobilization, riots, flooding, late or incorrect delivery by suppliers, fire, accidents, strikes, sickness, computer failure etc) dismiss seller of the fulfillment of the agreed delivery and / or of its delivery obligation, without the buyer to appeal to any right to compensation for damages, costs and interest may assert.


#### ARTICLE 11 - (Non) Payment

1. Payments must be made at or before delivery, unless otherwise agreed.
2. Agreed that the purchaser an invoice will be sent, then payment to the seller due to within 8 days after receipt of the invoice at the offices of Seller, or on by him to designate bank account. The invoice shall be deemed to have been received after 6 days from the date of dispatch has elapsed.
3. Case of late payment, the buyer from the due interest at a rate of 1% per month, part of a month as a full month, on the total invoice amount, without any notice is required.
4. All extrajudicial costs of recovery shall be borne by the purchaser. The extrajudicial costs are set at 15% of the claimed amount, with a minimum of EUR 125.00 and are due on the time that the claim for collection is given, notwithstanding the right of the seller to the surplus of these costs from buyer.
5. In case of failure of (timely) payment, the seller is entitled to suspend all further deliveries without being bound to, after receipt of the overdue payment (s), yet to be delivered.

#### ARTICLE 12 – Ownership

 All delivered goods remain the property of the seller until full payment of all outstanding debts, interest and costs is obtained, such as additional security for payment of all accruing to the seller, nothing exception.

 Seller has a claim over a contract or delivery, it shall be regarded as one forms, so that seller his rights to all delivered goods can exercise until the buyer any obligations fully met.

 Seller is entitled to the goods supplied under the preceding paragraphs are the property have remained back take, by which reversal the agreement will be terminated, without prejudice to the Seller's right to all at result of the default suffered and to be suffered from buyer.



ARTICLE 13 - Applicable law and competent court

1. On all vendor contracts and the resulting obligations Dutch law application.

2. All disputes arising from or relating to these terms and conditions between the parties arising legal relations, will, to the extent the law allows, in the first instance be settled exclusively by the competent court in Utrecht, unless seller will prefer to turn to the competent court at the place of residence or place of residence of the purchaser.

ARTICLE 14 - Conversion Determination

If any provision of these terms in whole or in part by any court as unreasonably onerous qualified, shall be deemed to have been converted into a provision which, as far as possible while maintaining the content and scope thereof, can not of itself be considered.