

General Terms of delivery HeBlad BV

Version 2025

ARTICLE 1 DEFINITIONS

In these General Terms of Delivery, the following definitions shall apply:

Buyer: The natural or legal person who purchases a product from the Supplier.

Supplier: The private company with limited liability HeBlad B.V.

ARTICLE 2 GENERAL

2.1 These General Terms of Delivery shall apply to the conclusion, content and performance of all agreements concluded between the Buyer and the Supplier.

2.2 Any general (purchase) terms and conditions of the Buyer shall only apply if it has been expressly agreed in writing that they apply to the agreement between the parties to the exclusion of the present General Terms of Delivery.

ARTICLE 3 QUOTATIONS, OFFERS

3.1 Offers by the Supplier shall always be without engagement or obligation, and can only be accepted without deviations.

3.2 The contents of all offer documents, such as drawings, descriptions or specifications - including information listed on the Supplier's website - is as accurate as possible, but is not binding.

ARTICLE 4 PRICE

4.1 All prices quoted are exclusive of sales tax (VAT) and other government-imposed charges.

4.2 The price quoted by the Supplier for the performance to be carried out by it shall only apply to the performance in accordance with the agreed specifications.

4.3 In the event of composite offers, there shall be no obligation to deliver part of the total performance for the amount stated for this part in the offer, or for a proportionate part of the price stated for the total performance.

ARTICLE 5 INTELLECTUAL PROPERTY RIGHTS

5.1 Unless expressly agreed otherwise in writing, the Supplier retains the copyrights and all other intellectual property rights (however named) to the products sold by it and the offers made and the designs, images, drawings, etc. provided by it.

ARTICLE 6 DELIVERY / DELIVERY TIME

6.1 Unless otherwise agreed, delivery shall take place at the Buyer's place of business or at another location specified by the Buyer.

6.2 The delivery time shall not exceed six working weeks. Delivery shall not take place during days designated by the Supplier as vacation days. If the aforementioned period of six working weeks includes a vacation day and/or a public holiday, the delivery period of six weeks shall be extended by the number of vacation days in that six-week period.

6.3 The delivery time and/or execution period shall be determined by the Supplier on an approximate basis. When determining the delivery time, the Supplier assumes that it can deliver the ordered products under the circumstances known to it at that time.

6.4 At the latest one working day prior to the date on which the Supplier intends to deliver the products, the Supplier shall contact the Buyer to see whether delivery on that date is possible. If the Buyer expresses objections to the delivery date desired by the Supplier, the Supplier shall contact the Buyer within six working weeks and inform the Buyer of a new delivery date. That new delivery date shall be within six working weeks of the first Monday following the originally stated delivery date.

6.5 Exceeding the agreed delivery time shall in no case entitle to compensation or damages, unless agreed otherwise in writing.

ARTICLE 7 OBLIGATIONS OF THE BUYER

7.1 The Buyer shall ensure that the location where the products are to be delivered by the Supplier is accessible by a truck with a length of 15 metres and a weight of 40 tonnes.

7.2 The Buyer shall ensure that at least two persons are available at the time delivery of the products to assist in unloading the truck and placing the products at the Buyer's desired location.

7.3 The truck used to deliver the products has a crane with a maximum reach of five metres. For this reason, delivery is only possible within a five-metre radius of the truck used to deliver the products.

7.4 If the location where the delivery of the product(s) is to take place is unsuitable for the delivery of the product(s), the Buyer shall be obliged to reimburse the additional costs incurred by the Supplier as a result.

7.5 If and to the extent necessary, the Buyer shall take care of any permits necessary for the delivery of products.

7.6 If delivery turns out not to be possible because the location where the product(s) must be delivered is not accessible by a truck with length of 15 metres and a weight of 40 tonnes, or because the necessary permits (as referred to in the previous paragraph) are not available, all costs resulting therefrom - including the costs of delivering the products on another date and possibly at another location - shall be at the Buyer's expense and risk.

ARTICLE 8 TERM OF PAYMENT

8.1 Unless otherwise agreed, the Buyer shall pay the price and any other amounts due under the agreement within 14 days from the invoice date, without being able to invoke any reduction, set-off or suspension.

8.2 A payment shall first be applied to reduce all costs and interest due and subsequently to reduce the longest outstanding payable invoices, even if the Buyer states that the payment relates to later invoices.

8.3 If the Buyer fails to pay on time as referred to in paragraph 1 of this Article, the Buyer shall owe statutory commercial interest (Article 6:119a of the Dutch Civil Code) on the amount due by him from the invoice date on account of the delay in payment.

8.4 All costs actually incurred by the Supplier to obtain payment of any invoices due, both judicial and extrajudicial, shall be borne by the Buyer, unless the Supplier chooses to fix these costs at 15% of the amount due.

ARTICLE 9 EXAMINATION ON DELIVERY

9.1 The Buyer shall after delivery be obliged expeditiously to examine whether the Supplier has properly performed the agreement, and shall furthermore be obliged to inform the Supplier immediately in writing as soon as he becomes aware of the contrary.

ARTICLE 10 WARRANTY

10.1 The Supplier guarantees the soundness of the construction of the delivered item for a period of 120 months after delivery. The Supplier guarantees the soundness of the adhesion of the paint of the delivered item for a period of 60 months after delivery.

10.2 If it is found that the delivery has been unsound, the Supplier shall make a choice whether to repair the item delivered, replace it with another item (whereby the Supplier shall deliver the new item to be delivered at the same location as the original delivery, all subject to the provisions of Article 7) or credit the Buyer for a proportionate part of the invoice.

10.3 In all cases, the Buyer must provide an opportunity to remedy any defect.

10.4 No warranty is given if defects are the result of normal wear and tear, improper use, not or improperly performed maintenance, moving the purchased item inexpertly or modification of the delivered item or maintenance of the delivered item by someone other than the Supplier.

ARTICLE 11 LIABILITY

11.1 The Supplier shall be liable for any damage suffered by the Buyer which is the direct and exclusive result of any shortcoming attributable to the Supplier.

11.2 The extent of the damage to be compensated by the Supplier shall be limited to the amount of the price (excluding VAT) stipulated in the agreement. In no case, however, shall the compensation exceed the amount against which the Supplier is insured.

11.3 Any trading loss suffered by the Buyer shall not be eligible for compensation. This includes stagnation damage and loss of profit.

ARTICLE 12 APPLICABLE LAW AND COMPETENT COURT

12.1 The agreement and all other agreements resulting from it shall be governed by Dutch law.

12.2 The Vienna Sales Convention shall not apply, nor shall any other international regulation the exclusion of which is permitted.

12.3 Only the Dutch court having jurisdiction in the Supplier's place of business shall take cognisance of disputes, unless mandatory law directs otherwise. The Supplier may deviate from these rules of jurisdiction and apply the statutory rules of jurisdiction.