

Technical Lubricants International B.V.
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GENERAL CONDITIONS OF SALE

1. These general conditions constitute part of all our tenders and sales agreements for the acceptance of work or the execution of orders. They take precedence over the general conditions of our customers. These conditions may be deviated from only by express written agreement. In the following provisions customer(s) shall be deemed to include person(s) putting work out to tender and principal(s).
2. All our agreements and any consequences they may have shall be governed exclusively by Dutch law.
3. All our offers are revocable. Orders and conditions, including those accepted by our agents, representatives, travellers or other intermediaries, shall not be binding upon us until they have been confirmed by us in writing and, if we so desire, the customer has confirmed his agreement in writing within the period stipulated by us. We may at all times, both before and after the agreement enters into force, request suitable security for the proper performance by the customer of his obligations. If this is not provided, we shall by law be relieved of all (further) obligations, without prejudice to our right to require the customer to perform the agreement and/or pay damages.
4. All prices quoted by us are exclusive of VAT. If, after the conclusion of the agreement and before delivery, increases occur in the price of raw materials and/or in the freight and/or customs duties for the goods or the raw materials for the goods, or if measures taken by the Dutch government or any other government have consequences which cannot be regarded as normal commercial risks or if the exchange rate alters to our detriment by five per cent or more or if any other price factor undergoes a change, we shall be entitled to raise the prices of current orders by a corresponding amount. Consular costs, costs of certificates and the costs of drawing up invoices or other documents required for the export of our goods shall be charged to the customer, without the customer being entitled to dissolve the agreement or to defer all or part of the payment.
5. The costs of designing canisters, lids, labels and the accompanying packaging for customers and of making clichés and lay-outs including both the design and the drawing thereof, and the costs of altering or modifying existing clichés and lay-outs to comply with rules or regulations prescribed nationally or internationally, and every thing connected with or related to the same shall be borne by the customer.
6. All delivery dates quoted by us are target dates. The delivery period shall in each case be extended by the period between our confirmation of the agreement and the receipt of the counter-confirmation or the security of the customers as referred to in article 3. Non-compliance with the agreed delivery period shall not constitute grounds for dissolving the agreement. Deliveries of part of the goods shall be permissible in all cases. Every partial delivery shall be treated as a separate agreement, and we shall be entitled to charge separately for the different amounts. Except in cases where we are prevented from performing our obligations by force majeure, the customer may, if the above-mentioned delivery period is exceeded by over 14 days, dissolve the agreement, providing he does so in writing and gives 14 days' notice.
7. All our deliveries shall be made at our factory or storage depots. From the time that the goods are loaded onto the vehicle at our premises, they shall be at the expense and risk of the customer, even in cases where the terms are c.i.f. or c. & f. etc., provided always that if the transport and/or insurance had to be arranged by us, the customer is entitled to have our claims transferred to him. Insurance policies shall be concluded by us only at the written request of the customer, except in the case of written conditions which entail an express obligation upon us to insure.
8. All goods delivered by us shall remain our property until any amounts owed to us by the customer, on any grounds whatsoever, have been paid to us in full. If the goods have been delivered to a third party by the customer, the customer must pledge to us his claim against his own customer(s) at the earliest request.
9. Payment of our invoices shall be made within 14 days of the invoice date. Such payment shall be made net and without any discount or offset and in lawful Dutch currency unless a different agreement has been made in writing. If payment is not made on the due date, the customer shall be obliged to pay interest at the statutory rate from the day on which the agreed period of payment is exceeded until the day of full and final settlement, including payment of any legal and extralegal collection charges of 15% of the invoice sum, with a minimum of EUR 100,-.

10. If the sum which is owed to us is not paid promptly or if the customer fails to meet some other obligation to us, all our claims against the customer on any grounds whatsoever shall be recoverable forthwith and in their entirety, without any warning and/or notice or default being necessary. In such cases, we shall also be entitled to dissolve all or part of the current orders, without prejudice to our rights to claim performance and/or damages. All goods which we still have in our possession for the customer or which we may obtain pursuant to article 8 may be transformed into cash by us, irrespective of who is entitled by law to the relevant marks, names, designs, patents or other industrial or intellectual property. The remainder of the proceeds, if any, shall be paid to the customer.

11. In order to be valid, complaints must be received by us in writing at our head office or our factory within 10 days of the date on which the goods arrived at the destination referred to in the agreement, together with sufficient samples and other particulars to enable us to assess the complaint. In the case of disputes regarding such an assessment, the same shall be submitted to an independent laboratory such as the TNO for a decision binding on all parties. The costs of this shall be divided equally between ourselves and the customer.

12. If a complaint proves to be well-founded, the customer may require only that we reduce the price by a suitable amount or make a redelivery free of charge, the choice being at our discretion. Defects of up to 1 percent shall always be permissible. In all other cases in which we fail to meet our obligations or fail to meet them on time, our liability shall be limited to not more than the net sum invoiced for the delivery in question. We accept no liability whatsoever for defects or failure to deliver or to deliver on time caused wholly or partly by materials, raw materials, formulas or packaging prescribed by the customer and/or to faults of suppliers of goods and/or services prescribed by the customer, save for our obligation to transfer to the customer our claims against the third parties in question.

13. The customer indemnifies us unconditionally against all damages and claims which third parties might wish to claim or bring against us in connection with products the customer has purchased from us if these damages or claims have - in part - arisen from the use of materials, raw materials, formulas or packaging prescribed or provided by the customer and/or from the use of designs, marks, names, models or other objects of industrial or intellectual property prescribed to us by or approved by the customer.

14. The customer undertakes to keep secret anything which he learns of our procedures or formulas and insofar as reasonably possible to ensure that others keep them secret. If the customer fails to ensure this he shall be liable for any damages, in any form whatsoever, we suffer as a result, either directly or indirectly.

15. If we encounter force majeure by which we mean all events or circumstances for which we are not responsible or which cannot reasonably be attributed to us, including (but not exclusively) war, civil disturbances in the Netherlands or elsewhere, strikes, lock outs, fire, natural disasters, failures of our suppliers of goods and services, government measures in The Netherlands or abroad which make the use, acquisition, transport or export of our goods and/or raw materials substantially more difficult either in practice or commercially, we may at our discretion discharge ourselves from all our obligations or may perform some or all of such obligations at a date later than agreed. If the force majeure lasts for longer than three months, the customer may dissolve in writing such part of the agreement as has not yet been performed.

16. All disputes which may arise as a result of our agreements shall be tried by the competent court at Haarlem, without prejudice to our right when we are plaintiff to have the case dealt with by the court of the district in which the customer resides or in which the goods are located, and without prejudice to the right of appeal. All disputes shall be governed exclusively by Dutch law.

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