Article 1. APPLICABILITY

Unless expressly agreed otherwise, these conditions apply to all quotations, orders and sales transactions between the purchaser and the seller, as well as to all agreements relating to the sale of goods and services put on the market and/or provided by the seller. Merely placing an order the purchaser accepts the applicability of these conditions. General or Specific Purchase Conditions operated by the purchaser are not accepted by the seller and do not apply to quotations, contracts and deliveries governed by these conditions, unless and after the seller (and, if the seller is a legal entity, a director of that legal entity) has expressly declared in writing that these Purchase Conditions are applicable to any specific transaction. Any such acceptance of the applicability of any such Purchase Conditions will never mean that these Purchase Conditions do or will apply to other transactions between the purchaser and the seller.

If and in so far as a quotation and/or contract between the purchaser and the seller contains clauses which differ from the quotations and/or contracts governed by these conditions without expressly ruling out the applicability of these conditions, the remaining provisions of these conditions remain in full force.

Article 2. QUOTATIONS, ADVICE AND ORDERS

All quotations are without engagement, though this is on the understanding that the seller is bound by the net prices in its written quotations for a period of 14 days from the date of sending of the quotation in question. All prices are quoted net and exclusive and excludes taxes payable at the time of delivery. If an order is placed without an explicit price being agreed, then the order will be fulfilled at the current price at the time, regardless of the fact that each quotation is priced at a then-stated price. Unless the buyer has agreed in writing to this, the seller reserves the right to alter prices.

In the case of delivery on call, if no demand period has been agreed, this will be four months from the date on which the contract of sale is concluded. After four months, or after the agreed demand period, the seller is entitled to demand payment for the goods sold on call without observing any credit period.

Article 4. LATE DELIVERIES

Provided the delivery is made within reasonable limits, late delivery does not give any entitlement to compensation or to dispose of the contract. However, when the contract specifically stipulates that delivery will take place on a specific date and the purchaser is in default of any of his obligations in writing that delivery may not under any circumstances be after that date, then if the agreed period passes without the goods being delivered, the purchaser is entitled to dissolve the purchase contract without judicial intervention, without prejudicing the purchaser’s right to compensation. Where the seller is prevented from delivering by force majeure, the purchaser must inform the seller of its intention to do so immediately in writing. Agreed delivery dates are target dates, unless expressly agreed otherwise.

Article 5. FORCE MAJEURE

Force majeure means: any circumstance which the seller could not have taken into account in good faith at the time of entering into the contract and as a result of which it would not be reasonable for the purchaser to demand that the contract be fulfilled in the normal way. Such circumstances include: war or threat of war, regardless of whether the Netherlands is directly involved or not; complete or partial mobilisation or requisition, strikes, acts of war, acts of terrorism, epidemics, floodings, fire or other forms of destruction at factories or warehouses, production breakdowns, strikes or lock-outs which, for any reason whatever, renders them completely or partially unable to fulfill their obligations to the seller.

In the event of force majeure, the seller is entitled to dissolve the contract, without becoming liable to pay compensation.

Article 6. ADVANCE PAYMENTS/SECURITY

The seller is entitled at any time to require the purchaser to make advance payments or to provide security before it makes a delivery or a further delivery. If the purchaser fails to make the requested advance payment or to provide the requested security, any obligation on the part of the seller to deliver goods is cancelled, without prejudicing the seller’s right to compensation from the purchaser for all losses, costs and interest.

Article 7. RETENTION OF TITLE

All goods delivered continue to be owned by the seller until the buyer has paid everything that he owes for this delivery or earlier deliveries by the seller to the buyer. If and in so far as complaints about the quality of the delivered goods may only be made within 14 days of the purchaser discovering that the goods are faulty and for which case never more than six months after the delivery of the goods. If a best-before date less than six months away is given on the packaging, any complaints by the purchaser concerning non-conformity will have to be made within that timeframe. The purchaser cannot only demonstrate that paint products supplied by the seller do not meet the most appropriate section of the TNO (Netherlands Organisation for Applied Scientific Research); all other forms of evidence are ruled out. The cost of having the report produced are charged to the party which is found to be in the wrong. There is no binding evidence of any other products.

The buyer may use any means to demonstrate that printing inks supplied are faulty, on the understanding that the products will only be deemed to be faulty if they do not meet seller’s current specification(s) for the product.

The compensation for which the seller can be held liable for the delivery of faulty goods, for documentation, processing advice and other advice, supervision and inspection, will never exceed 3 ½ x the invoice amount for delivered goods which have been found to be faulty. The seller is never liable for any form of consequential loss, whatever it is called and however it is caused.

The burden of proof that the goods to which the complaint relates are the same as the goods supplied by the seller rests upon the purchaser.

Article 11. PAYMENTS

1. Except where stipulated otherwise, the purchaser must pay the invoices in full within 30 days of the invoice date. Payments cannot be set off against any claims against the seller.

2. If the invoice amount explicitly includes a late payment surcharge, this is deemed to be part of the invoice amount and may only be deducted if the rest of the invoice amount is paid within 30 days of the invoice date.

3. If the purchaser does not pay the amount due on the invoice on time, he will be charged interest at 1 % of the invoice amount for each month that a payment is late, unless a later deadline is stipulated which is not earlier than the due date. The interest due may be demanded by the seller whenever the seller has engaged the help of a third party charged with the collection of the amounts due. The interest may also be claimed and enforced in the courts. The interest is calculated by the method set out in that article.}

8. The burden of proof that the goods to which the complaint relates are the same as the goods supplied by the seller rests upon the purchaser.