

General delivery and payment conditions DPX Global B.V.

Article 1: General terms

1.1

These terms and conditions apply to all offers & agreements with regard to DPX Global B.V., located in Oudenbosch, Chamber of Commerce number 57649197. And are also stipulated for all its legal successors and all persons working for it. The applicability remains even if partners / persons no longer work for it.

1.2

In these terms and conditions, the Seller is understood to mean: DPX Global B.V. also trading under the name DPX Power and DPX Equipment and VDI Parts. The Buyer is understood to mean the natural person or legal entity who, in the course of his business or profession, enters into an agreement with the Seller. This also applies to representatives of a company, or employees.

1.3

All agreements concluded by the seller are exclusively governed by Dutch law. The civil court in Dordrecht has exclusive jurisdiction to hear disputes arising from quotations, offers and agreements to which these General terms and conditions of delivery and payment apply.

1.4

All offers made by the seller are without obligation. The seller is only bound after he has accepted the buyer's oral or written order in writing. Possible purchase conditions of the buyer only apply insofar as they have been explicitly accepted by the seller in writing.

1.5

All images, catalogs, drawings, technical descriptions, measurements, weights or diagrams provided by the seller remain the property of the seller under the express reservation of its copyrights and with the prohibition to copy them in whole or in part or to make them available to third parties for inspection without the seller's written permission.

1.6

The power of attorney of the seller's representatives does not go beyond what is customary in the seller's business.

1.7

Statements or statements of dimensions, weights, qualities, years of construction, power or other technical data appearing in quotations, product sheets, advertisements, websites and quotations are considered to be provided as approximate only. Such statements and statements are only binding for the seller when this has been expressly agreed.

Article 2: Delivery

2.1

The content of the delivery is exclusively determined by the description given in the order confirmation / proforma invoice / invoice issued by the seller.

2.2

Delivery takes place from the seller's warehouse, unless explicitly agreed otherwise in writing. From the moment that the goods are placed in the seller's warehouse ready for delivery, they are at the risk of the buyer. During any longer storage in the seller's warehouse, the goods are at the expense and risk of the buyer.

Article 3: Delivery time

3.1

The delivery times stated by the seller are approximate only. The seller is not liable for exceeding the specified delivery times and in that case the buyer does not have the right to dissolve the agreement or to suspend the fulfillment of his obligations.

Article 4: Warranty

4.1

The seller never gives a warranty himself, but undertakes to support any manufacturer's warranty, provided the buyer has paid the full purchase price to the seller.

Article 5: Liability

5.1

The seller is never liable for damage to materials supplied or to goods and persons, either directly or indirectly. This includes loss of profits, loss of property and damage caused by intent or willful recklessness of auxiliary persons or non-managerial employees of the seller.

Article 6: Force majeure

6.1

If in case of force majeure the fulfillment of the obligations for the seller is made more difficult, the seller has the right to dissolve the agreement in whole or in part without any judicial intervention, or to suspend the implementation thereof. In all cases without the seller being obliged to pay any compensation.

6.2

Force majeure in these terms and conditions means all unforeseeable and unforeseeable circumstances. And the consequences thereof which prevent the delivery of the sold item or complicate it in whole or in part.

In any case, force majeure includes the following incidents: war, riots, mobilization, domestic or foreign riots, orders from above, strikes and exclusion of workers, or threat of these and similar circumstances. Also disruption of the existing currency ratio (when entering into the agreement), malfunctions in the company due to fire, accident or other incidents, delayed or non-delivery by suppliers or carriers.

Article 7: Purchase price

7.1

The seller has the right to pass on these increases to the buyer in case of increases in wages, salaries, social security contributions, material prices, raw material prices, sales tax or any increases or changes whatsoever.

Article 8: Payment conditions

8.1

All agreements are entered into by the seller on the condition that the buyer can be considered sufficiently creditworthy in the seller's opinion.

8.2

In cases where the seller does not require an advance payment, payment of the amount owed by the buyer must be made within thirty (30) days after the invoice date. All payments must be made in Euro (€) at the offices of the seller or at a bank to be designated by the seller. Any complaints from the buyer do not suspend his payment obligation.

Article 9: Retention of title

9.1

All goods delivered by the seller remain the property of the seller until the buyer has fully fulfilled his payment obligation to the seller. Until that moment, the buyer is not allowed to transport or rent the goods.

Article 10: Default of the buyer

10.1

If the buyer does not properly or not on time fulfill his payment obligation or any other obligation, also in the event of bankruptcy or if a moratorium is applied for or pronounced on the buyer's

business, or if it is decided to liquidate the buyer's company, the buyer is in default and the seller will have the right to suspend or dissolve the agreement. In the latter case, with payment of the buyer for the remaining part of the agreement.

10.2

Without prejudice to the powers of the seller as described above, the seller has the right to remove the unpaid goods delivered to the buyer without formality as his property, in which case the buyer owes the seller at least 1 / 260th part of a fee for the use of the goods. the purchase price. Plus costs for each working day that the goods stayed with the buyer. Without prejudice to the buyer's obligation to pay compensation for further damage or costs as described above. In the event of late payment, the buyer will also owe interest of 1.5% per month from the due date.

10.3

If the seller is forced to hand over the claim, all costs, both judicial and extrajudicial, will be borne by the buyer.

Article 11: Engaging third parties

11.1

The Seller is permitted to make use of third parties in the performance of the agreement if necessary, including the representative. The seller will exercise due care when engaging third parties. The seller is not liable for shortcomings of these third parties.

Article 12: Loss of right

12.1

All rights of action and other powers of the Buyer on any account whatsoever vis-à-vis the Seller will in any case lapse three months after the moment at which the Buyer became aware or could reasonably have been aware of the existence of these rights and powers.

Article 13: Final provision

13.1

If one of these conditions, in whole or in part, should be or come into conflict with any legal provision, then these conditions will remain in full force for the rest, or whatever comes closest to it. If the seller has agreed to something that deviates from the provisions of these terms and conditions, the other terms and conditions of these General Payment and delivery terms and conditions remain fully applicable.