GENERAL CONDITIONS

of Bolidt Maatschappij tot Exploitatie van Kunststoffen en Bouwwerken B.V.,
established in Hendrik-Ido-Ambacht, The Netherlands, of Bolidt Kunststoffoepassings B.V.,

1. GENERAL

1.1 These General Conditions form part of all future legal relations (such as but not limited to: supply of goods, services, contracting of work and such like) between Bolidt and its other party, and will be sent to the other party on first request. Application of the other party’s General Conditions is explicitly rejected.

1.2 Deviations from these General Conditions or from the confirmation of sale shall only be applicable if Bolidt has confirmed these deviations in writing and they shall or shall only apply to that one event.

1.3 In these supply conditions the following is understood under: - product: goods, as well as maintenance, consulting and inspection, and contracting of work.

2. OFFERS AND CONCLUSION OF THE AGREEMENT

2.1 All Bolidt’s offers are without obligation.

2.2 Documentation attached to or enclosed with offers shall be purely for informative purposes and no obligation may be derived from it.

2.3 If the other party places an order the agreement shall only be created by Bolidt accepting it in writing or else making a demonstrable start on its performance.

2.4 The contents of the contract shall be proven by written confirmation from Bolidt, barring counter-evidence.

3. PRICES

3.1 All prices shall be exclusive of VAT and other taxes and/or levies by the authorities, in the broadest sense of the words.

3.2 Should changes in cost price factors arise between the time of the agreement and delivery, Bolidt shall be entitled to increase the agreed price accordingly. Onward charging within 3 months of concluding the contract shall entitle the other party to dissolve the contract on these grounds. Price adjustments based on mistakes on both the invoice and dispatch documents are reserved by Bolidt.

3.3 Bolidt shall inform the other party in writing of any price increases.

3.4 Standard packing shall be included in the price. Special packing shall be charged on.

3.5 At the other party’s request Bolidt shall carry out all changes to the order indicated by the former, provided that they can be carried out reasonably, and with the right to charge the extra cost.

4. DELIVERY AND TIME OF DELIVERY

4.1 Bolidt shall make an effort to realise the agreed delivery time. Delivery times agreed with Bolidt shall be considered as indications and not as deadlines, unless expressly agreed.

4.2 The risk of damage to or loss and/or theft of the products purchased shall pass to the other party at the time when Bolidt has made them ready for dispatch. Loading or stowage of the means of transport shall consequently be for the other party’s risk and all direct or indirect damage done to and/or by the products to him and/or third parties shall be for his account.

4.3 The other party is obliged during delivery and/or supply to investigate whether the products are in accordance with the agreement. If this is not the case, the other party can only make a claim on this if he has provided Bolidt with a motivated notification of this in writing as quickly as possible but at the latest by 30 days after delivery and/or supply or at any rate after detection was reasonably possible. If no formal supply has taken place the date of invoicing shall be considered to be the supply date.

4.4 Claims and pleas, based on grounds that would justify the position, to the effect that products delivered and/or supplied are not in accordance with the agreement, lapse one year following delivery.

4.5 Should that delivered and/or supplied not be in accordance with the agreement, Bolidt is bound at its choice to deliver what is missing, repair the product delivered or replace the product delivered. Instead of replacing or repairing the product delivered Bolidt may, at its choice, suffice with sending a credit note in the amount of the payment(s) which has/have been made for the output delivered.

4.6 Limited deviations in respect of sizes, weights, numbers, colours and other such information provided do not apply as shortcomings.

4.7 Trade practices determine whether there is a question of limited deviations.

4.8 Provisions by Bolidt (product) information and verbal, written and/or technical utilisation advice provided through tests, shall be made to the best of knowledge, but shall only be valid as direction without obligation, even in respect of third parties. Advice from Bolidt shall not relieve the other party of making its own check on Bolidt’s recommendations and products concerning the envisaged application and use by the other party. Application, use and processing of the delivered products and use of the information and technical consultation provided by Bolidt lie beyond Bolidt’s reach of control and fail completely under the responsibility of the other party.

5. TRANSFER OF RISK

5.1 Delivery shall be made ex-works Hendrik-Ido-Ambacht, The Netherlands, unless otherwise agreed in writing with the other party.

5.2 The risk of damage to or loss and/or theft of the products purchased shall pass to the other party at the time when Bolidt has made them ready for dispatch. Loading or stowage of the means of transport shall consequently be for the other party’s risk and all direct or indirect damage done to and/or by the products to him and/or third parties shall be for his account.

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6. PAYMENT AND OWNERSHIP RESERVATION

6.1 The other party is obliged to pay the agreed price within 14 days of the invoice, without suspension, any deduction or set-off. Payments made by the other party always extend to settlement of all interest and costs owing followed by due invoices that have been outstanding longest, even if the other party states that the payment relates to a later invoice.

6.2 If the payment term is exceeded the other party shall owe interest in the amount of the discount rate for promissory notes of De Nederlandsche Bank N.V. plus 3%, with a minimum of the statutory interest per annum.

6.3 All judicial and extrajudicial expenses that Bolidt must incur to collect that owed to it by the other party shall be for the account of the other party.

6.4 The other party’s non-fulfilment of its payment obligations shall legally result in the ability to demand immediate cash payment of all amounts that the other party owes to Bolidt, for whatever reason.

6.5 The other party’s non-fulfilment of its payment obligations shall entitle Bolidt to suspend any subsequent deliveries of products to the other party.

6.6 All products supplied shall continue to be Bolidt’s property until it has been paid to Bolidt in full:

a) the products delivered by the other party for all goods delivered or to be delivered under the powers of the agreement as well as activities carried out or to be carried out under the powers of such agreement;

b) claims due to shortcomings of the other party in the fulfilment of such agreement(s).

6.7 The other party shall not be justified in claiming on a right of retention as far as the safe custody costs are concerned and in settling these costs with the outputs owing by him.

6.8 Bills of exchange and cheques shall not only result in payment of Bolidt’s claims after encashment.

6.9 If the other party makes a new object wholly or partly from the object supplied by Bolidt, regarding which the other party has not fulfilled all of its obligations towards Bolidt, this shall be an object that Bolidt has made for itself and the other party shall hold this for Bolidt as the owner until the other party has fulfilled all his obligations.

6.10 If Bolidt is entitled to any object pursuant to articles 6.6 or 6.9, the other party may only have disposals over the framework of practising his normal business. If the other party is in default in respect of the performance as defined in article 6.6, Bolidt shall be entitled to collect the objects (have the objects collected) that belong to it from the place where they are located at the expense of the other party. In order to do this the other party grants Bolidt now for then an irrevocable authority to enter (arrange entry to) the areas used by or for the other party.

7. SECURITY

7.1 If there is a good reason to presume that the other party shall not fulfil its obligations promptly, the other party shall be obliged on Bolidt’s first request to provide adequate security, and in this form desired by Bolidt, and to supplement this if necessary for the fulfilment of all its obligations. As long as the other party has not complied with this, Bolidt shall be entitled to suspend fulfilment of its obligations.

7.2 If the other party has not complied with a request as defined in paragraph 1 within 14 days of a written demand to that effect, all its obligations will become claimable immediately.

8. DISSOLUTION/RELEASE

8.1 If the other party does not comply, does not comply properly or does not comply on time with any obligation which might arise for it from the agreement, as well as in the case of bankruptcy, (temporary) moratorium or the appointment of a guardian of the other party or a pauperage or liquidation of its business, Bolidt shall be entitled at its choice to dissolve the agreement in whole or in part without any obligation to pay compensation and without prejudice to the other rights accruing to it, or else to suspend (further) performance of the agreement. In those cases Bolidt shall furthermore be entitled to demand immediate payment of anything due to it.
14. DISPUTES

14.1 In so far as they belong to the jurisdiction of the District Court all disputes between the parties shall be tried in the first instance by the District Court in Dordrecht, The Netherlands.

15. APPLICABLE LAW

15.1 All agreements concluded between the parties shall be governed by Dutch Law with the exception of the provisions of the United Nations Treaty in the matter of International Purchasing Agreements relating to Moveable Property (Vienna, 11 April 1980).

16. AUTHENTIC TEXT

16.1 The Dutch text of these General Conditions shall prevail over any translations thereof.

SPECIAL PROVISIONS CONCERNING FOUNDATIONS

Bolidt can only carry out work if the temperature is not lower than 10°Celsius and the relative humidity is not higher than 70%. Synthetic finishing layers generally follow the line of the foundations as far as their level is concerned. All foundations on which Bolidt has to carry out work must comply with the following requirements, without Bolidt intending to be exhaustive in this and without Bolidt accepting any responsibility in the matter:

(A) CEMENT BONDED FOUNDATIONS

1. Four weeks old. After this ageing period the moisture percentage in the foundations should be no higher than 2.5%, which is measured at a depth of 2 cm in accordance with the calcium carbonate method.
2. The foundations should be finished level and even. There must be no post-application of cement powder and there may be no cement bonding layer.
3. Sand-cement screeds must be applied so that they are properly bonded and well compacted. For sand-cement mortar screeds we prefer a quality of at least D30 in accordance with NEN 2741.
4. Any slopes must have been built into the foundations.
5. The foundations must be completely dry (see point A.1) and clean. Shuttering oil, wax, silicones, aggregates and such like may not be present in/on the foundations.
6. There may be no moulding flaws, pouring holes, gravel agglomerations, pouring seams, shuttering seams and such like. Provided that it notifies the other party of these stricter conditions immediately in writing. The other party shall be considered to have accepted these stricter conditions if it has not informed Bolidt in writing within fourteen days of receipt of the relevant communication that it wishes to dissolve the agreement.
7. The foundations must be watertight to prevent possible vapour pressure below the synthetic finishing layers. For example, a waterproof foil membrane could be used.
8. The foundations must be completely dry (see point A.1) and clean. Shuttering oil, wax, silicones, aggregates and such like may not be present in/on the foundations.
9. The necessary expansion and/or false joints must be present in the foundations.
10. There may be no moulding flaws, pouring holes, gravel agglomerations, pouring seams, shuttering seams and such like.
11. Four weeks old. After this ageing period the moisture percentage in the foundations should be no higher than 2.5%, which is measured at a depth of 2 cm in accordance with the calcium carbonate method.
12. The foundations should be finished level and even. There must be no post-application of cement powder and there may be no cement bonding layer.
13. Sand-cement screeds must be applied so that they are properly bonded and well compacted. For sand-cement mortar screeds we prefer a quality of at least D30 in accordance with NEN 2741.
14. Any slopes must have been built into the foundations.
15. The foundations must be completely dry (see point A.1) and clean. Shuttering oil, wax, silicones, aggregates and such like may not be present in/on the foundations.
16. There may be no moulding flaws, pouring holes, gravel agglomerations, pouring seams, shuttering seams and such like. Provided that it notifies the other party of these stricter conditions immediately in writing. The other party shall be considered to have accepted these stricter conditions if it has not informed Bolidt in writing within fourteen days of receipt of the relevant communication that it wishes to dissolve the agreement.

(B) STEEL FOUNDATIONS

1. Steel foundations must be sufficiently level.
2. Any welding joints must have been ground smooth.
3. The steel foundations must be heightened by blasting (frequently in accordance with standard SA 2.5).
4. Within four hours of blasting a primer layer must be applied to a dry base. The type of primer layer must have been approved by Bolidt.

(C) OTHER FOUNDATIONS

The requirements to be set for these will be provided by Bolidt in each individual case.