

General Terms of Delivery, Contracting and Payment of the general partnership F.A. JAHN RESTAURATIETECHNIKEN ONDERZOEK and of the "besloten vennootschap met beperkte aansprakelijkheid" (can be described as: family company enjoying limited liability) JAHN INTERNATIONAL RESTAURATIETECHNIKEN B.V., both having their place of business and office in Brielle.

Article 1. GENERAL

1. These terms are applicable to and integrated with all agreements to be concluded with F.A. JAHN RESTAURATIETECHNIKEN en ONDERZOEK or JAHN INTERNATIONAL RESTAURATIETECHNIKEN B.V. regarding both advisory orders and sale and supply of products and agreements of whatever other nature.
2. In these Terms of Delivery it is understood by:
contractor: FA. JAHN RESTAURATIETECHNIKEN EN ONDERZOEK or JAHN INTERNATIONAL RESTAURATIETECHNIKEN B.V. ;
ordering person: any natural person or body corporate to whom FA. JAHN RESTAURATIETECHNIKEN EN ONDERZOEK or JAHN INTERNATIONAL RESTAURATIETECHNIKEN B.V. has made an offer and/or has addressed a confirmation of order concerning the subjects mentioned under 1 above.
3. Stipulations differing from and/or supplementary to these Terms apply only if agreed upon with the contractor in writing.

Article 2. REALIZATION OF THE AGREEMENT

1. All offers are without engagement.
2. The agreement will take effect if and as soon as the confirmation of order sent by the contractor has been returned, signed as correct, by ordering person
3. The nature and the extent of the obligations entered into by the contractor are being stipulated in this confirmation of order solely.
4. Representations, documentation, drawings and material descriptions etc. supplied by the contractor, will be as accurate as possible, but they are binding only if their exactness has been explicitly guaranteed.
5. All documents and, more specifically, (advisory) reports, sent to the ordering person remain in the ownership of the contractor and may not be handed to or deposited for a third party without the written permission of the contractor and should be returned to the contractor at its first request.

Article 3. TIME OF DELIVERY

1. The terms of delivery or execution agreed upon will take effect the moment on which the confirmation of order has been returned, signed as correct, by the ordering person. If on account of what has been stipulated in article 8 subsection 4, a down payment of 30% is due, those terms will not take effect until after receipt of this amount.
2. The time of delivery as expressed in subsection 1 will be extended with the period during which the contractor has been unable to meet its obligations because of force majeure, without the contractor therefore being bound to any indemnification.
3. It is in any case a matter of force majeure on the side of the contractor if the delay has been caused by strike, restrictions of import and export, lockout, lack of staff, raw materials and possibilities of transport, or lack of timely proper supply by a third party from whom goods or services should be received and furthermore if caused by all other circumstances through no fault of the contractor and that do not belong to the area of its risk.
4. When the time of delivery is exceeded the ordering person acquires no right of non-fulfilment of any obligation entered into towards the contractor.
5. Unless agreed upon differently in writing, the activities are considered to have been carried out or the products to have been delivered when these are ready for inspection or transport respectively and the ordering person has been notified thereof.
6. The transport of the products to be supplied to be at the expense and risk of the ordering person.

Article 4. GUARANTEE

1. The contractor guarantees the good quality of the products it supplies, of the materials used and of the techniques and constructions applied, for the duration of the term of guarantee mentioned in the confirmation of order. The contractor's liability during the term of guarantee is exclusively limited to the obligation of repair or replacement, both free of charge.
2. The orders commissioned to the contractor to carry out investigations and to render consequent advice regarding the restoration work to be executed either by the contractor itself or by a third party will be carried out to the best of its knowledge and by means of the most modern methods of investigation. In the nature of the objects of investigation, however, the contractor assumes no liability for the results of these investigations and/or the advice given on the basis of these results.
3. Concerning the supply and application of the products, and the use and working up of the materials, which the contractor obtains from a third party, the contractor only transmits the rights owing to the guarantee stipulations of that third party without any obligation on the contractor's part.
4. This guarantee does not apply if:
 - a. a third party has executed the work with products and materials supplied by the contractor;
 - b. the contractor has supplied semimanufactured products, to which the ordering person and/or a third party have added substances in order to obtain a final product;
 - c. the contractor has not been notified in writing of a defect within 8 days after discovery thereof.

Article 5. EXCLUSION OF LIABILITY AND SAFEGUARDING

1. Concerning any obligation of delivery, supplied goods, used materials, applied techniques and constructions, repair work or other work of advice, the contractor, nor its subcontractors or suppliers, nor its or their staff are ever, in whatever quality, liable for any damage caused to the ordering person or to any third party, except for the obligation of guarantee mentioned in article 4.
2. The ordering person is bound to safeguard and indemnify the contractor, its subcontractors and suppliers, as also its and their staff, for all damage, costs and interests that might arise as a direct or indirect consequence of rights and/or claims of a third party in connection with any obligation of delivery by that third party towards the ordering person or in connection with supplied goods, repair work or other work executed or advice given by that third party to or on behalf of the ordering person.

Article 6. THE PRICE

The contractor reserves itself the right to pass on to the ordering person any increase of prices of raw materials, wages and material, occurring after confirmation of order and caused by whichever circumstance.

Article 7. OWNERSHIP

All products supplied by the contractor and all materials conveyed to the work remain its property until the ordering person has paid the full amount due to the contractor.

Article 8. PAYMENT

1. Unless differently agreed upon in writing, payment to be done within 3 weeks after date of invoice, without the right of reduction or compensation. Complaints regarding e.g. the deliveries made or the work executed do not entitle to entire or partial deduction.
2. In case of payment after 3 weeks after date of invoice, a 2% surcharge of the invoice price, increased with sales tax, will be due, without any formal summons or judicial intercession being necessary
3. In case of payment after 1 month after date of invoice, without any formal summons or judicial intercession being necessary, an interest of 1% per month on the invoice price, increased with sales tax and the afore-mentioned surcharge will be due, where by a part of a month will be calculated as a full month.
4. In case of orders, either of services or of goods, in which a sum of Dfl. 20,000 or more is involved, 30% of the total amount agreed upon is to be paid within 8 days after dispatch of the confirmation of order.
With respect to the amount thus due the remaining subsections of this article apply unabridged.
5. All expenses both judicial and extrajudicial, incurred by the contractor in view of cashing and/or saving of what is due to it, will be at the expense of the ordering person. The extrajudicial expenses will be fixed upon at least 15% of the total amount that is due, inclusive of the surcharge and the interest, without prejudice to the right of the contractor to claim a higher indemnification, if a higher amount can be proved.

Article 9. GOVERNING LAW AND JURISDICTION

1. All agreements concluded between the contractor and the ordering person will be governed by the Netherlands law.
2. Differences arising from these agreements will be adjudged at the option of the contractor either by the competent judge in the District to which the municipality of Brielle belongs or by the competent judge in the domicile of the ordering person