

General Sales Conditions

SAB-profiel bv
Produktieweg 2 - 3a
Postbus 97
3400 AB IJsselstein

1. Unless we have indicated otherwise in writing these conditions shall apply to all our offers and to all sales and purchase agreements concluded with us, as well as any other agreements, whether further agreements or otherwise. Terms that are contrary to these conditions shall be binding only if we have confirmed them in writing, and they shall only apply to the agreement with respect to which they have been made.
2. Our offers are made without engagement. We shall be bound only when we have accepted an order in writing. Verbal and/or written confirmations on our part do not bind us. Any comments on the things set out in our confirmation of order must have been notified to us within 8 days after the date of this confirmation. Unless agreed otherwise, specification must be made within 8 days after our written confirmation in the case of sales. Whenever such period or any other agreed period is exceeded, we have the right to cancel the agreement without any notice of default or intervention of the court being required, without prejudicing any other right we may have.
3. Insofar as we have not agreed otherwise, our prices shall be for delivery ex-works by vehicular transport. Our prices are strictly net. In the event that a payment discount has been allowed in respect of a delivery, the period of time within which payment must be made is expressly stated. No discount can be allowed if the other party is in arrears in payment with respect to earlier deliveries.
4. Technical data as stated in the documentation, particularly the measurement and weight indications, have been provided with due observance of the applicable European standards.
5. The products supplied by us will be delivered with the tolerances stated in the standards referred to under 4, unless agreed otherwise.
6. We shall observe the times of delivery to the best of our abilities, but exceeding the time of delivery does not give the other party the right to claim dissolution and/or compensation for any damage whatsoever. Neither may the other party require that we ensure delivery on any other basis.
7. We are entitled to make partial deliveries.
8. Our prices are exclusive of Dutch VAT and/or other future taxes or surcharges imposed by the government.
9. Goods to be supplied by us may be inspected prior to delivery by the other party at its expense at our works, provided we are notified of the wish to carry out such inspection in due time. If the other party fails to inspect the consignment on the date agreed in advance, the inspection is deemed to have taken place and the goods are deemed to have been approved and accepted.
10. If the cost factors determining the agreed prices (among other things material costs, wage costs, freight charges and rates of exchange) should be increased at the time of delivery, we reserve the right to adjust the prices accordingly, insofar as these prices have not expressly been agreed as fixed prices.
11. Our confirmation of order states the packaging which will be used by us. Where the other party wishes special packaging, such packaging will be charged at cost price. Packaging will not be taken back.
12. Delivery of the goods is gross for the net value weighed and calculated, unless agreed otherwise. If a price per m² has been agreed, the construction width x construction length shall apply, unless agreed otherwise.
13. As soon as the goods are ready to be collected, the other party is notified hereof by means of a notice of completion. Goods with respect to which a notice of completion has been received must be collected within 3 x 24 hours. The date of delivery is the date of invoice. Where the goods have not been collected within 3 x 24 hours, we have the right to store such goods at the other party's expense and responsibility, and to consider the goods as having been delivered.
14. Except for an explicit agreement to the contrary, all risks relating to the goods, whether directly or indirectly, shall pass on to the other party at the time these goods are handed over to the carrier or the transporter, consequently before the vehicle involved is loaded. In the event of delivery other than ex-works, all costs resulting from such delivery shall be payable by the other party. These costs must be paid to us at our first request.
15. With due observance of the provisions set forth in Article 3, payment must be made within the specified term. In case this term is exceeded, the other party shall, without any notice of default being required, be in default of payment and shall owe in such case, without prejudicing our other rights, an interest equal to 4% above the promissory note discount rate of the Netherlands Bank, calculated as of the 30th day after the date of invoice with respect to the amount in arrears. In such case, any part of a month shall qualify as a full month.
16. Neither setting off debts nor full or partial deduction shall be permitted, whereas complaints, if any, do not affect the other party's payment obligations. We have the right to demand at any time that the other party provides, as yet, within a period of time to be set by us and in the manner to be indicated by us, security for the proper performance of his (further) payment obligations; for as long as such security has not been provided, we are not obliged to (further) surrender the object purchased. Costs, whether in or out of court, for the collection of the amounts payable to us, shall be at the other party's expense. Extrajudicial collecting costs shall be at least 10% of the amount owed to us. Title to the goods sold by us and received by the other party shall pass on to the other party only after it has paid the amount owed in full. The other party shall not be allowed to transfer title to such goods, whether or not by way of security, before such payment in full, but the other party shall have the right to process the object purchased within the scope of its normal business operations.
17. With due observance of the tolerances in the standards referred to in Article 4, we guarantee the quality of our goods. This guarantee is limited to serious quality defects, which the other party has reported, in writing, immediately after detection in case of visible defects but at any rate within 8 days and, in case of hidden defects, as soon as possible but at any rate within 1 month after receipt of the goods. In the event that the goods were inspected as referred to in Article 9 or were deemed to have been inspected, each invocation of whatever defect is excluded. If we would so request, the other party will forward the goods to be replaced as referred to in Article 18 to us free of charge. Without our consent, no goods may be returned. Payment may not be refused on the basis of the fact that we did not fulfil our guarantee obligations or did not fulfil them in full. Our obligations arising under the guarantee are limited to, at our option, either restitution or crediting of the amount charged for the defective goods to the other party, or replacement, free of charge. Any right to a guarantee shall lapse if the other party fails to fulfil any of its obligations. No guarantee shall be provided on account of goods sold as second rate goods.
18. Our liability on account of goods delivered to the other party shall be limited to restitution or crediting, or replacement, free of charge, as referred to in Article 17, so that we shall never be liable, even if no guarantee was provided by us, for damage such as consequential damage due to disruption of business operations, loss of orders, loss of profit or damage due to personal injury, processing costs made unnecessarily or whatever other damage, and each claim for dissolution and/or damages in relation to us is excluded. In the event that we would be liable to pay damages on any account other than because of the goods supplied, the damages payable by us shall, except for intent and/or gross negligence of any of our corporate bodies, always be limited to the amount of the invoice, exclusive of Dutch VAT with respect to the agreement involved. We shall never be liable for damage, even if they are suffered by third parties, which are caused by or inflicted in connection with goods supplied by us to the other party. The other party shall be obliged to indemnify us for all claims that may be instituted against us by third parties on account of such damage.
19. If any situation of permanent force majeure would occur, we shall be entitled, without being obliged to pay any damages, either to suspend performing the agreement or to cancel the agreement in its entirety or in part, on the understanding that we shall, in the event of suspension, be obliged within 6 months after the force majeure situation has occurred, either to resume performing the agreement or to cancel the agreement. Situations of permanent or temporary force majeure which temporarily or fully obstruct the performance of the agreement, even if such situation could already have been anticipated at the time the agreement was concluded, shall also include: fire, civil unrest, war, natural disasters, stagnation in the supply of materials, export, import or transit prohibitions, strikes at our business or at the business of our supplier(s), and furthermore any and all circumstances under which we cannot reasonably be expected to (further) perform our obligations. Force majeure shall also include the situation in which a third party fails to deliver the goods sold by us and ordered from such third party.
20. In the event of non-performance, bankruptcy, suspension of payments or the placement under guardianship of the other party, or the closing down or winding-up of its business operations, we have the right, without any notice of default being given or intervention of the court, to consider the agreement or the non-performed part thereof as dissolved or to suspend the performance thereof, without prejudicing our right to damages. The provisions set out above do not affect our right to suspend the performance of the agreement and, at the same time, to claim immediate payment of all amounts payable now or in the future by the other party under this and other agreements.
21. Any disputes that arise under an agreement to which these conditions apply or on account of further agreements arising under such agreement between us and the other party, shall, with the exception of appeal, be settled by the competent Court at Utrecht, governed by Dutch law, unless we would prefer to subject ourselves to the judgment of another Court having jurisdiction.
22. By concluding an agreement with us, the other party has agreed to these General Sales Conditions.