

Terms and conditions of delivery of Stemin Breitbach

For all our offers and agreements concerning delivery of products and services we refer to the ORGALIME S-2012 General Conditions for the supply of mechanical, electrical and electronic products which were published in March 2012 in Brussels, Belgium. A copy of these conditions will be sent to you on request. Any divergence from the following terms and any ancillary agreements are not concerned as legally valid.

Supplementary conditions

1. Sales Prices	All our prices are nett, excl. BTW (VAT) and are valid for delivery EX works - Lochem, The Netherlands (EXW / EX Works - Lochem / NL – according Incoterms-2010) , excluding packaging and freight charge.
2. Delivery	Regular shipments can be shipped by a forwarder (selected by Stemin Breitbach) to an address in Belgium and Luxemburg, with calculation of packaging and freight charge. Buyer agrees to pay all excise or other taxes, that may be levied on the products referred to herein or upon or in connection with the manufacture, sale or shipment thereof. Part deliveries are permissible and will be charged individually.
3. Order-, packing and shipping costs	For all shipments to an address in Belgium and Luxemburg we calculate order-, packing and freight charge: <input type="checkbox"/> for a nett-shipment value \leq € 100,00 we calculate € 23,75 order-, packing and freight charge; <input type="checkbox"/> for a nett-shipment value $>$ € 100,00 we exclusively calculate the packing and freight charge.
4. Payment	The payment condition shows on our quotation and / or order confirmation. Default in payment and other circumstances doubt on Customer's credit worthiness shall entitle us to deviated the payment term as agreed.
5. Returns	5.1. If any of the products delivered by Stemin Breitbach show obvious defects or are not manufactured according to the order confirmation, they can be sent back, <u>after consultation</u> , for repair or replacement. Carriage-, repair- or replacement costs will at the expense of Stemin Breitbach. 5.2. Stemin Breitbach will not be liable for any claim for damage as described in this clause by a third party. The purchaser shall indemnify, defend and hold Stemin Breitbach harmless. 5.3. Products sent back to us for any other reason, should be sent carriage-paid, after our admittance. For these products we will credit you at a maximum of 70% of the nett-invoice value, excl. charged order-, packaging- and carriage-costs. For returned goods of a nett-invoice value $<$ € 100,00, an amount of €16,25 will be charged as additional return charges. 5.4. Custom made products, which are not in accordance with our standard range, cannot be taken back.
6. Order Cancellation	In case of a cancellation Stemin Breitbach will charge a compensation. The calculation of a reasonable level of compensation is affected, for example, by the level of personalisation of the product, the extent to which its production has progressed, the time at which the cancellation was made, the actual costs incurred by the vendor and the vendor's loss of income.
7. Divergence of quantity	For all products, considering the execution, which are not in accordance with our standard product-range, we are entitled to a divergence of circa 10% of the accepted quantity.
8. Validation	We are entitled to modify these Terms and Conditions and Supplementary Conditions without intermediate notification.