



**Hart bv having its registered office in Nijkerk,
Beurtschipper 4, 3861SC Nijkerk,
The Netherlands**

Article 1. General.

1. These delivery and payment conditions apply to all Hart BV offers, to all orders / assignments received by Hart bv and all agreements concluded with Hart bv. Any reference to the client's own general terms and conditions during any stage of the conclusion of the agreement with Hart bv is explicitly rejected.
2. All trade terms used by Hart bv and the client shall be interpreted in accordance with latest ICC Incoterms® as established at the time of entering into the relevant agreement.
2. If, after the date of conclusion of the agreement, the prices of one or more cost price factors undergo an increase before the order has been fully executed, Hart bv is entitled to increase its prices accordingly.
3. Unless explicitly stated otherwise, Hart bv prices are always deemed to have been quoted in Euro currency. In the event that it has been agreed that prices will apply in a different currency, Hart bv is entitled to charge the client with exchange differences that occur later in relation to the exchange rate applicable on the day the agreement is concluded.

Article 2. Offers; Formation and Content of Contracts.

1. All Hart bv offers and quotations are without obligation, unless explicitly stated otherwise in writing. A contract shall only be concluded if and insofar as Hart bv accept a client's order in writing or if Hart bv actually carries out an order.
2. The date for the realization of the agreement is the day of dispatch of the Hart bv written order confirmation of the first day of actual execution of the order by Hart bv.
3. Unless stated otherwise in writing, an order / assignment given to Hart bv in writing is deemed to be irrevocable, unless the order has not been confirmed by Hart bv within a period of four (4) weeks after the date of receipt. Hart bv is not obliged to accept an order.
4. Additional deviating provisions in the order with respect to the Hart bv offer or quotation are at all times binding on Hart bv if and insofar as these provisions explicitly accepted in writing by Hart bv.
5. All statements of numbers, dimensions, weights and/or other product information provided by Hart bv have been made with care. Nevertheless, Hart bv cannot guarantee that no deviations occur. Samples, drawings or models, etc., shown or provided are always only indications of the products concerned. Hart bv is entitled to deliver up to 10% more or less than the agreed quantities.
6. If Hart bv refers to technical, safety, quality and / or other regulations relating to the products in the written agreement concluded with the client or in the Hart bv order confirmation, the client is deemed to be aware of this, unless the client immediately notifies Hart bv the contrary in writing. In that case, Hart bv will inform the client of these regulations in more detail. The client undertakes at all times to inform its customers in writing of all the above-mentioned regulations.

Article 3. Prices.

1. Unless explicitly agreed otherwise in writing, Hart bv prices apply to be ex works (i.e. ex works, in accordance with the most recent version of the ICC Incoterms®), so excluding, for example, transport and / or shipping, packaging, insurance and any duties to be levied by the government, or taxes or other levies.

Article 4. Delivery time.

1. The delivery time, which also includes the term for the work to be performed by Hart bv, starts on the day stated in the Hart bv written order acceptance.
2. If certain data, drawings, etc., are necessary for the execution of the order or certain formalities are required, the delivery time will only start at a later time, namely at the moment that all data, drawings, etc. are in the possession of Hart bv, or the required formalities have been completed.
3. If Hart bv requires a first payment with the order, this will only start at a later time than written order acceptance or receipt of the above mentioned documents, at the time when Hart bv has received this payment.
4. The delivery times stated by Hart bv are approximate and subject to unforeseen circumstances and are therefore not binding. Hart bv will inform the client of any expected exceeding of the delivery times. Hart bv is also entitled to make partial deliveries.

Article 5. Force Majeure.

1. In the event of force majeure, Hart bv is entitled to suspend its obligations, including fulfilment of delivery and delivery time, as long as the relevant impediment continues to exist.
2. Force majeure includes the following: pandemic, outbreak of virus, war, threat of war, civil war, riots, hostage taking, molestation, fire, water damage and flooding, strike, occupation, disruption, exclusion, lack of labor or raw materials, defects in machines or installations, failures in the supply of energy, delayed delivery by our suppliers – everything both from Hart bv and from third parties from whom Hart bv procures all or parts of the required materials or raw materials, as well as during storage or during transport, whether or not under own management and furthermore arisen through all others causes, which are beyond the control of Hart bv or at fault.
3. Claims to compensation for partial or incomplete performance are excluded in the event of force majeure.

Article 6. Delivery.

1. After the products concerned have left Hart bv's business location or when Hart bv has notified the client in writing that the products are ready for shipment, they are deemed delivered, without prejudice to the provisions on retention of title. In that case, the risk of the products is immediately transferred from Hart bv to the client.
2. The place of delivery is therefore the business location of Hart bv, even if carriage paid and / or transport has been agreed by Hart bv.
3. In the event that delivery is made in partial consignments, the separate batches will be regarded as delivered in themselves.

Article 7. Risk; Shipment & Transport

1. The risk transfers to the client at the time of delivery (see Art. 6.1).
2. If the product deliveries are not, not timely or not properly accepted by the client, the client will be in default without notice of default being required.
3. Hart bv is in that case entitled to store the products at the expense and risk of the client or to sell them to a third party.
4. The client continues to owe the purchase price plus interest and all the cost, however, where appropriate, less the net proceeds from the sale to the third party.
5. Unless agreed otherwise in writing with the client, shipping and / or transport of the goods if carried out by Hart bv, takes place at the expense and risk of the client to the address of the client's business location, and the products are not Hart bv insured against transport risks.

Article 8. Retention of Title.

1. The ownership of the products will not pass to the client until latter has fulfilled all obligations arising from the relevant agreement or from any other related agreement. In addition to payment of the purchase price, obligations are understood to mean, among other things, the activities performed or to be performed with regard to products, as well as all surcharges, interest, taxes and costs and the like due pursuant to the agreement.
2. Client is not entitled to alienate, lend, pledge, pawn, mortgage these products or transfer them to third parties in any other way before that time.
3. The client will immediately enable Hart bv to take back the delivered products, without further notice of default or judicial intervention, if and insofar as any financial obligation of the client is still outstanding after the payment term has expired.

Article 9. Payment.

1. Unless otherwise agreed in writing, payment of the price is payable at the option of Hart bv or in cash on delivery or within 30 days after delivery. All payments will be made without any deduction or set-off. Hart bv is entitled – irrespective of deviating indications - to have received payments stretch in a sequence of the outstanding invoices followed by Hart bv.

If the client is of the opinion that he can still assert claims, in whatever form, with respect of the delivery or performance of an order, this will not relieve the client of the obligation to pay in the agreed manner and the client is not entitled to suspend his payment obligation.

2. Hart bv is entitled, if at any time Hart bv has reasonable doubts about the financial situation of the client, to suspend execution of the Hart bv obligations and to demand that full or partial payment in advance of the purchase prices is made or that the client provides proper security. In such a case, Hart bv is also entitled to send cash on delivery only.
3. By the mere expiry of any payment term, the client is in default by operation of law. In that case, all claims of Hart bv on the client become fully and immediately due and payable, without prejudice to the other rights accruing to Hart bv.
4. Without any notice of default being required, the client owes interest on all claims for which the payment term has been exceeded at the applicable actual commercial interest. Each time after the end of a year, the amount on which the interest is calculated is increased by the interest owed for that year.
5. If the client has not paid the amount due and interest, even after the expiry of a further payment term set in writing, the client is obliged to reimburse Hart bv for all extrajudicial and judicial costs, which are set at a minimum of 15% of the outstanding amount due and will at all times be at least €150,00 excluding VAT.
6. Every payment that Hart bv receives from their client will first of all serve to settle those claims that Hart bv has against the client in respect of which no retention of title applies (any longer).
7. If Hart bv has agreed with the client that payment will be made through a bank or if security is provided by means of documentary credit or bank guarantees, the client guarantees that this will always be done by means of a reputable / highly regarded bank. If Hart bv can reasonably doubt the aforementioned qualification, Hart bv is entitled to reject the proposed bank and designate another bank.

Article 10. Dissolution.

1. If the client does not, not timely or not properly fulfil any obligation that may arise for him from the agreement concluded with Hart bv, he is in default and we are entitled without notice of default or judicial intervention:
 - to suspend the execution of the contract and the directly related agreements until payment has been sufficiently secured;
 - and/or to dissolve the contract and any contracts directly related to it in whole or in part;all this without any prejudice to Hart bv's other rights.
2. In the event of bankruptcy, suspension of payment, closure of liquidation of the client's company, Hart bv is entitled to dissolve the agreements with the client with immediate effect.

Article 11. Cancellation.

1. If the client wishes to cancel the order / assignment given to Hart bv, this can only be done legally with the written consent to Hart bv.
2. Hart bv is entitled to make its consent dependent on the obligation of the client to indemnify Hart bv, based on the principle of payment of an amount of at least 25% of the agreed contract value, without prejudice to its rights to full compensation of costs and damage desire.
3. Hart bv is never obliged to give its consent.

4. The client is obliged to indemnify Hart bv at all times against claims from third parties as a result of the cancellation of the order/ assignment.

Article 12. Inspection and Complaints.

1. The client is obliged to carefully inspect the products or have them inspected for quality and external condition immediately upon arrival at the place of destination or upon receipt by himself or by a third party acting on his behalf.
 2. Any complaints regarding defects in the products must be communicated in writing to Hart bv within ten (10) working days after arrival of the products or completion, without prejudice to the provisions of paragraph 3 of this Article. If an inspection has taken place at our business location, the client must ensure that any complaints during this inspection are made and recorded in writing.
 3. Defects that cannot reasonably be detected within the above term must be reported to Hart bv in writing immediately after discovery, but not later than within the applicable warranty period.
 4. Complaints with regarding to invoices can only be made in writing within ten (10) working days after receipt of the invoices, with the date of receipt being determined one day after the date of the invoice in question.
 5. Minor deviations within the usual tolerances shall not be a constitute ground for the client to lodge a complaint, to claim compensation or to request cancellation of the order.
 6. If a complaint is not made within the terms stated in this article, the client shall loses its claim with regard to those defects.
 7. After a defect is detected, the client is obligated to immediately cease the use, treatment, processing or installation of the relevant products and will provide all co-operation required by Hart bv for the investigation of this complaint, including by giving Hart bv the opportunity to conduct or have a third party conduct an investigation on site into the conditions of treatment, processing, installation and/or use.
 8. The client has no right to complain with regard to products in respect of which Hart bv cannot check the complaint. The client is not free to return any products before Hart bv has agreed to this in writing.
5. Hart bv guarantee does not imply that Hart bv ensures that the product is suitable for the purpose for which the client wishes to use, consume or process, unless Hart bv has explicitly guaranteed this in its order confirmation. Unless explicitly agreed otherwise in writing, Hart bv will only be obliged to fulfil the warranty obligations within the Netherlands.
 6. If Hart bv replaces (parts of) delivered products in compliance with its warranty obligation, the replaced (parts of) products become the property of Hart bv.
 7. All costs exceeding the above-mentioned obligation are for the account of the client, such as transport costs, travel expenses and the costs of disassembly and assembly.
 8. Hart bv guarantee does not apply if:
 - A. the errors are the result of improper use or of causes other than defectiveness of material or manufacture, such longer than normal storage;
 - B. Hart bv delivers used material or used goods in accordance with the order;
 - C. the cause of the defects cannot be clearly demonstrated;
 - D. not all instructions and other specifically applicable warranty regulations given for the use of the products have been strictly and completely complied with;
 - E. it concerns errors which are wholly or partly the result of government regulations with regard to the quality or nature of the materials used or with regard to manufacturing;
 - F. the client carries out changes, modifications and/repairs to the delivered products delivered or has them carried out on its own initiative during the warranty period;
 - G. the client does not, not timely or not properly comply with any obligation arising from this or any other related agreement.

Article 13. Guarantee.

1. Hart bv provides a guarantee period for material and manufacturing defects for a period of twelve (12) months after delivery, insofar as it concerns quality clauses expressly made by Hart bv or quality standards expressly agreed, and furthermore with due of the conditions pertaining to inspection and complaints and any other provisions in this Article 13.
2. The Hart bv guarantee means that Hart bv will repair / remedy the errors at its own expense or, after Hart bv's exclusive assessment, take back all or part of the delivered products and replace them with a new delivery. It is a condition that we have also negotiated such a guarantee with our supplier.
3. If repair or replacement is not possible in Hart bv's opinion, Hart bv is instead entitled to refund amounts already received for final discharge.
4. The Hart bv guarantee extends as far as Hart bv can hold its supplier liable for the alleged defectiveness.

Article 14. Liability.

1. Hart bv's liability is limited to compliance with the guarantee obligation described in Article 13. Hart bv's liability is limited to the invoice value of the products in question.
2. With the exception of the Hart bv guarantee obligations, Hart bv is never liable for any damage of the client, including consequential damage, immaterial damage, business or environmental damage, or damage as a result of liability towards third parties.
3. If and insofar as Hart bv, despite the provisions of paragraphs 1 and 2 of this Article, is nevertheless held liable by the competent court in any case, our liability towards the client for whatever reason is per event (in which a related series of events counts as one event), in all cases limited to the amount of the relevant contract sum, exclusive of turnover tax.
4. The client is obligated to indemnify and compensate Hart bv against all costs, damage, loss and interests that may have arisen for Hart bv as a direct result of third-party claims against us with regards to incidents, acts or omissions at or in context of execution the order / assignment, for which Hart bv is not liable towards the client under these terms and conditions.

Article 15. Applicable Law; Competent Court.

1. All agreements concluded with Hart bv, of which these terms and conditions are a part or in whole, are governed by Dutch law. The parties are deemed to have chosen domicile in the city where Hart bv has its registered office.
2. All disputes arising as a result of agreements concluded with Hart bv or these general terms and conditions, will be subject to the judgment of the competent court in the city where Hart bv has its registered office, unless explicitly stated otherwise by the law, agreed otherwise in writing.
3. The applicability of the Vienna Sales Convention is excluded, unless the parties have explicitly agreed otherwise in writing.