







amenities, such as gas, water, electricity, heating, a lockable dry storage area and all statutory provisions required to guarantee safe and healthy working conditions. CAMA shall ensure that the Client is not hindered in its work more than can be expected in the normal course of events when executing the work.

3. The Client shall be obliged to take the measures referred to in the “*Formulier brandgevaarlijke werkzaamheden*” (Form for fire-hazardous activities) issued by the Dutch Association of Insurers in connection with work to be performed by CAMA that constitutes a fire hazard, this being activities which involve the use of a fire and/or heat source, such as welding, cutting, grinding, (flame) soldering, burning and blow-drying, which at all events includes:
  - jointly investigating the immediate vicinity of the area where the work is to be carried out prior to the start of work;
  - having at least two extinguishing methods available for immediate use in the immediate vicinity of the area where the work is to be carried out, one of which is a fire extinguisher with a capacity of at least 5 kg, as well as personnel to operate it;
  - covering or removing flammable goods to a safe distance (at least 10 metres), with the exception of those goods which are needed to carry out the work;
  - monitoring and checking for signs of fire at the place where the work is carried out – and adjacent areas – up to an hour after completion of the work.

In the event of (fire) damage at the place where the work was carried out, or in the immediate vicinity of this, the Client must prove that the said measures were taken.

4. The Client shall also be obliged to insure itself properly against the risks ensuing from work that constitutes a fire hazard.
5. Responsibility for any CE marking and/or CE certification required on the whole, if the Products supplied by CAMA are added to a production line by or at the request of the Client, whereby the Products are connected together in any way and/or used in combination with items and/or components which were not supplied by or via CAMA, shall rest with the Client. If Products are added to a production line, the Client may derive no rights with respect to CAMA to any CE marking that might have been applied to the separate Products supplied by or via CAMA. CAMA shall accept no liability whatsoever for any CE marking and/or CE certification required on the whole, in particular not insofar as additions and/or changes are involved which were made by the Client without the consent of CAMA.

#### **Article 8 Contract variations**

1. A change to the original design, the specifications and/or a deviation from the estimated quantities of more than 10% shall result in contract variations. Contract variations will also occur if the information provided by the Client does not coincide with reality.
2. Additional work shall be calculated on the basis of the cost price valid at the time the additional work is performed. Contract reductions shall be calculated on the basis of the cost price that was valid at the time the Contract was concluded.

#### **Article 9 Payment**

1. Unless otherwise expressly agreed, payment must be made within 30 days of the date of the invoice and in the manner stated on the invoice.
2. The Client shall not be entitled to suspend payment or to set off amounts which CAMA might owe the Client. Objections to the invoiced amount, temporary inability to deliver or claims or complaints regarding the quality of the Products and/or Services supplied and/or the right of the Client to damages shall not suspend the Client's payment obligations and shall not entitle the Client to set them off against payment obligations.

3. CAMA shall be entitled at all times to invoice items to be delivered or which have been delivered per part delivery.
4. CAMA shall also be entitled, both prior to and after the formation of the Contract, to require security for the payment, advance payment or payment in instalments, this with the right to suspend implementation of the Contract, until the security has been provided and/or the advance payment has been received from the Client. Should security or advance payment be refused or not be provided to the satisfaction of CAMA, CAMA shall be entitled to terminate the Contract, without prejudicing the right of CAMA to payment of the Products already delivered and/or the Services already performed and hold the Client liable for any other damage for CAMA ensuing from this. Rescission provisions as referred to in Article 6:271 of the Civil Code are excluded.
5. If payment is not made on time, the Client shall be in default *de jure* without the need for notice of default or demand. CAMA shall then be entitled to charge the Client 1% interest per month from the due date of the invoice.
6. If payment has still not been received after a further payment term set with a written demand has elapsed, the Client shall be obliged to reimburse CAMA for judicial and extrajudicial collection costs amounting to 10% of the principal sum owed by Client to CAMA including VAT, with a minimum of € 125, irrespective of whether or not CAMA actually had to incur judicial or extrajudicial collection costs and without prejudicing the right of CAMA to claim additional and/or full compensation.

#### **Article 10 Retention of title**

1. CAMA shall retain the right of ownership to all Products it supplies until the moment that full payment has been made for all Products or Services supplied or still to be supplied by CAMA to the Client, as well as work carried out or to be carried out in connection with any pertinent claims by CAMA relating to the supply of Products or Services and all claims which CAMA is entitled to make against the Client due to its breach of the Contract(s) entered into with CAMA, including collection costs, interest and penalties.
2. Transfer of ownership of the Products shall not take place until full payment of all claims as referred to in Article 10.1 has been made.
3. Until the transfer of ownership, Client shall be obliged to store the Products supplied by CAMA under the retention of title with the necessary care and to mark them in such a way that it is clear that these Products originated from CAMA. The Client shall be liable for loss or damage with respect to the Products and shall be obliged to pay CAMA damages if and insofar as CAMA is unable to retrieve the Products in full and in good condition.
4. Until the transfer of ownership, the Client shall not be authorised to put the Products into the possession of third parties, either in full or in part, or to give them on loan or loan for consumption, to pledge and/or encumber them in any other way, to dispose of or transfer them, unless in connection with the Client's normal business operations.
5. If and insofar as the Client fails to meet its (payment) obligations towards CAMA or CAMA has good reason to fear that the Client will fail in these obligations and CAMA has retained ownership of the Products supplied for these obligations, CAMA shall be entitled to repossess its Products, or have them repossessed, without the need for further notice of default or judicial intervention and it shall have irrevocable authorisation from the Client to do so, insofar as necessary. Moreover, the Client shall be obliged to grant CAMA free access to all areas it has in use.
6. Following repossession, the Client shall be credited for the market value of the repossessed Products, which may in no case exceed the original price agreed between the Client and CAMA, minus the costs incurred by CAMA in connection with the repossession.

7. CAMA shall also be entitled to retain all of the Client's Products that it has in its possession in connection with repairs to be carried out, at the expense and risk of the Client, until all due and payable debts have been settled by the Client.
8. CAMA shall also be entitled to the rights described in Articles 10.5 and 10.7 if the Client defers payment, there is an application for and/or declaration of a moratorium, bankruptcy or liquidation of the Client's business.

#### **Article 11 Complaints**

1. The Client shall be obliged to inspect the Products supplied immediately on delivery and to make a substantiated report in writing of any defects, discrepancies in quantities or damage within 5 working days, subject to forfeiture of rights.
2. If it concerns a defect, discrepancy in quantities or damage that could not reasonably have been identified within 5 working days of receipt of the Products, CAMA shall not be obliged to deal with the complaint, unless a substantiated, written report is submitted to CAMA prior to the due date of the next invoice for the product supplied, or at all events within 14 days of the date of the invoice. If no invoice is due after delivery of the Products, a report must be made within 14 days after the Client became aware or could reasonably be expected to have become aware of the defect, discrepancy in quantities or damage.
3. Complaints from the Client regarding (the size of) invoices from CAMA must be reported to CAMA in writing prior to the due date of the invoice, or at all events within 14 days of the date of the invoice to which the complaint refers. With regard to invoices against which the Client has not lodged an objection within this period, it will be taken as given that these are correct and have been accepted by the Client.

#### **Article 12 Return shipments**

1. Without prior written permission, CAMA shall not be obliged to accept return shipments from the Client. Under no circumstances does the acceptance of return shipments imply acknowledgement by CAMA of the reason given by the Client for the return.  
Products which are no longer in their original condition, are damaged or have no or damaged packaging may not be returned under any circumstances and will not be accepted by CAMA.
2. All transport and shipping costs in connection with the return shipment shall be borne by the Client. In the case of return shipments approved by CAMA, and if packed and undamaged, CAMA will credit the corresponding invoice value. Until the amount has been credited, the risk regarding the returned Products shall rest with the Client.

#### **Article 13 Warranty**

1. If CAMA provides the Client with a warranty regarding Products or Services it has supplied or is to supply, this warranty and the corresponding conditions shall be included explicitly in the tender and/or Contract. After expiry of a stated warranty period, all liability and all obligations of CAMA towards the Client shall cease. In the absence of an explicit warranty clause, the Client will not be entitled to invoke a warranty, unless a warranty derives from mandatory statutory provisions.
2. In the case of defects resulting from normal wear and tear, use without prior consultation of or that does not comply with the instructions/product manual, incorrect, negligent or incompetent use or maintenance work performed, changes and repairs carried out by the Client itself or third parties without prior permission from CAMA, an external cause (such as water or fire damage) or if the Client has failed to meet all of its (payment) obligations, CAMA shall not be obliged to meet any warranty obligations. The Client shall not be entitled to refuse payment on the grounds that CAMA has not, not yet or not fully complied with its warranty obligations.

3. If the defect arose within the warranty period and the invocation of a warranty is well-founded in all other respects, CAMA shall remedy the defect and the Client must give CAMA the opportunity to do so, unless otherwise agreed. This will take the form of the replacement or repair of the Products supplied or parts thereof, this on condition that – insofar as applicable - the Client returns the Products or parts thereof for repair or replacement to CAMA at the former's expense and risk. If the Contract consisted (partly) of the processing of material supplied by the Client, the Client must supply new material at its own expense and risk. All costs of possible installation, dismantling and assembly, as well as travel and accommodation costs incurred by CAMA, shall also be borne by the Client, unless otherwise agreed.
4. If CAMA deems that replacement or repair would be disproportionately expensive or this has already become demonstrably pointless for the Client, the situation shall be remedied via repayment of the price of the defective Products and/or Services supplied to the Client or on a pro rata basis. Under no circumstances shall CAMA be obliged to pay the Client damages in excess of this price.
5. No warranty shall be issued for the repair of Client's items which were not supplied by CAMA or of Products which were supplied by CAMA but were not new at the time of delivery.
6. If the Client invokes a warranty, but this invocation proves to be unfounded, CAMA shall be entitled to charge the Client for the ensuing work and costs of investigating and remedying the defect, in accordance with its usual tariffs with a minimum of €100.
7. The provisions of this Article shall also be applicable to any claims the Client might lodge on the grounds of breach of contract, non-conformity or whatever other reason.

#### **Article 14 Liability**

1. CAMA shall not be liable for damage that could not have been prevented or avoided by CAMA under the relevant circumstances given normal professional knowledge and with due regard for normal attentiveness and professional practice.
2. The obligation of CAMA to pay compensation to Other Party on whatever grounds shall therefore be limited to the damage against which CAMA is insured on the basis of insurance taken out by or for the benefit of CAMA, but shall never exceed the amount paid out in the case in question by this insurance, plus the amount of any excess that is not chargeable to the insurer according to the terms of the policy.
3. If and insofar as, for whatever reason, no payment is made by virtue of said insurance or if it is not possible for CAMA to take out such insurance, or not on reasonable terms, at the time of entering into the Contract, or to extend it later on reasonable terms, any liability for damage, costs or otherwise shall be limited to the sum that the Client was charged for the Contract in question (excluding VAT), up to a maximum of € 50,000 (excluding VAT).
4. Under no circumstances – but in particular not if the damage results from a delay in the delivery time and the failure of the Products or parts thereof to function (on time) during installation or during repairs - shall CAMA be liable for:
  - consequential damage/loss, damage to items located in the vicinity of the area where work is being carried out, loss of production, lost savings or trading loss suffered by the Client as a result of disruption to the business or the halting of operations, loss of orders, loss of profit;
  - immaterial damage or damage due to death or personal accidents;
  - damage caused by failure of the Client to use Products supplied judiciously and/or in accordance with the agreed or usual purpose;
  - damage caused by an external source, such as fire, terrorism or misuse by vandals, etc.;

- damage caused by actions or omissions of the Client or third parties without prior consultation of or in conflict with instructions and/or manuals provided by CAMA or in conflict with the Contract and these General Terms and Conditions;
- damage caused because or after the Client processed or treated the Products, supplied them to third parties or arranged for them to be used, to be processed or treated or to be supplied to third parties.

However, should liability be attributed to CAMA and CAMA be obliged to pay damages, the total extent of CAMA's liability for all damage related to the same event or the same defect shall be limited at all events to the reimbursement of no more than the price (excluding VAT) of the Products supplied and/or Services performed which caused the damage, this to a maximum of € 50,000 (excluding VAT).

5. CAMA shall accept no liability whatsoever for loss and/or damage suffered by the Client as a result of incorrect or incomplete information provided by or on behalf of the Client whilst it was reasonable for CAMA to rely on the correctness of this information and it acted accordingly.
6. The Client shall indemnify CAMA for all possible claims from third parties with respect to damage arising in any way from use of the Products supplied to the Purchaser and/or Services performed for them, this with due observance of the provisions set out in this Article.
7. The Client shall also indemnify CAMA for all claims from third parties regarding damage caused by the violation of intellectual and/or industrial property rights through the use of drawings, data, materials or components, or through the application of a working method that was provided or prescribed by or on account of the Client for the implementation of the Contract.

#### **Article 15 Force majeure**

1. Force majeure shall apply if the cause of the temporary or ongoing failure to fulfil the Contract cannot reasonably be attributed to CAMA. This is the case if the obstruction lies in circumstances beyond the will and/or fault and/or action of CAMA and/or it should not be held responsible by virtue of the law or social norms.
2. At all events, force majeure refers to any unforeseen circumstance, also of an economic nature, as a consequence of which normal implementation of the Contract is not reasonably possible, at least cannot reasonably be demanded of CAMA. Such circumstances include but are not limited to incomplete, incorrect and/or delayed delivery by suppliers, sub-contractors and carriers, days not worked due to weather conditions, fire, theft, terrorist attacks or similar threats of the same in the Netherlands or any other country where CAMA or suppliers might have branches, disruptions in the supply of energy, defects in machinery or modes of transport, sicknesses, strikes, import or trade restrictions, work stoppages and other serious disruptions to business.
3. During the period in which the delivery of Products or the performance of Services is obstructed due to force majeure, CAMA shall be entitled, without any obligation to pay compensation to the Client for any loss or damage it might suffer as a result of the failure to perform, to suspend performance of the Contract during a maximum period of three months, to be calculated from the date the force majeure commenced.
4. After this period of three months has expired, both parties may terminate the Contract in full or in part, without judicial intervention by means of a written declaration addressed to the other party, without this resulting in any obligation to pay compensation. The rescission provisions as referred to in Article 6:271 of the Dutch Civil Code are excluded.
5. Insofar as CAMA has already partially performed its obligations under the Contract, or will only be able to partially perform its obligations, at the inception of the state of force majeure, and if independent value can be attributed to the part performed or to be performed, CAMA shall be entitled to invoice separately the part that has already been performed or will be performed. The Client shall be obliged to pay this invoice as if it were a separate Contract.



#### **Article 16 Shortcomings on part of Purchaser, termination of contract**

1. Failure of the Client to perform an obligation within an agreed period shall place the Client in default immediately on expiry of this period, without notice of default being required.
2. If the Client fails to perform one or more of its obligations towards CAMA, is declared bankrupt, applies for a moratorium, the Debt Rescheduling (Natural Persons) Act (WSNP) has been declared applicable to it, decides to (fully or partially) liquidate or discontinue its business or its assets are confiscated in full or in part, CAMA shall be entitled to terminate the Contract in full or in part in writing and with immediate effect, without the need for any judicial intervention and without any obligation on CAMA to pay compensation as a result of this termination. CAMA shall also be entitled to reclaim possession of any Products supplied but not yet paid for, on the grounds of Article 10 of these General Terms and Conditions, without prejudicing its right to the reimbursement of costs, damages and interest.
3. All claims which CAMA has against the Client in situations such as those referred to in this Article shall be immediately due and payable in full.

#### **Article 17 Disputes**

Any disputes arising from or related to a Contract between CAMA and the Client shall be submitted solely to the competent court in The Hague (Netherlands), unless mandatory provisions designate an alternative competent court.

#### **Article 18 Applicable law**

These General Terms and Conditions, all offers made by CAMA, all Contracts to be concluded by CAMA and all actions taken or omitted by CAMA shall be governed exclusively by the law of the Netherlands. Applicability of the Vienna Sales Convention is excluded, as is any other international regulation that permits exclusion.