

General Terms and Conditions of Sale and Delivery

From JMF-Filters B.V. purmerend at Ampèrestraat 11 J, registered with the Chamber of Commerce in Alkmaar under the number 59094419.

Item: 1 - Begripsbepaling

1. In JMF-Filters B.V. these General Terms and Conditions: JMF-Filters B.V., established and having its registered office in Purmerend.
2. In these General Terms and Conditions, the customer means: the person on whose behalf and the person on whose behalf goods (including semi-finished products) JMF-Filters B.V. are or have been developed, manufactured, sold or delivered and on whose behalf/on whose behalf services are or have been JMF-Filters B.V. provided.
3. The provision of services is also understood to mean all activities performed JMF-Filters B.V. for the customer in the context of a contract, including advice. The provisions in these General Terms and Conditions that relate to (delivery of) goods also refer to (the provision of) services by JMF-Filters B.V.

Article: 2 – Applicability

1. These General Terms and Conditions apply to all agreements between JMF-Filters B.V. and the customer, both with regard to the delivery of goods and the provision of services, as well as to all offers of JMF-Filters B.V., to the exclusion of any general terms and conditions of the customer, of any kind.
2. At the time of conclusion of the agreement, the customer is deemed to agree to the exclusive applicability of these General Terms and Conditions.
3. Additions and/or deviations from these conditions only apply if they have been agreed in writing with the customer.
4. In the case of subsequent agreements/delivery orders, the Customer cannot assert any rights to additions and/or deviations, which applied to previous deliveries.
5. Reference by the customer to its own purchase or other conditions where stated will not be accepted, except in the event JMF-Filters B.V. that these different conditions have been explicitly accepted in writing.
6. As soon as the customer has done business with once JMF-Filters B.V. and has therefore been informed of the general terms and conditions, all subsequent agreed deliveries are deemed to have taken place under these conditions, unless explicitly agreed otherwise.
7. If JMF-Filters B.V. an intermediary/agent acts for a manufacturer, the conditions of that manufacturer shall prevail, provided that they do not conflict with these conditions.

Article: 3 – Offers, Quotations, Agreements

1. All offers and quotations, either in the form of price lists or otherwise, including oral offers and quotations and other statements from representatives and/or employees of JMF-Filters B.V., are without obligation.
2. An agreement is only concluded if and after JMF-Filters B.V. an order has been confirmed in writing, or because all or part of the execution of an assignment starts after oral JMF-Filters B.V. assignment.
3. In case of order to deliver in different parts, the agreement is deemed to have been concluded in its entirety, if the first partial or partial delivery takes place.
4. Any agreements, commitments and/or changes made to the agreement by or on behalf of (personnel of) to the JMF-Filters B.V. customer are only binding if they are confirmed in JMF-Filters B.V. writing, or partially implemented.
5. Each agreement is JMF-Filters B.V. entered into under the suspensive condition that, at the discretion of JMF-Filters B.V., the customer proves sufficiently creditworthy for the pecuniary fulfilment of the agreement.
6. JMF-Filters B.V. is entitled to demand security from the customer at or after entering into the agreement, before (further) delivering, that both payment and other obligations will be fulfilled.
7. JMF-Filters B.V. is entitled to deliver goods by cash on delivery.
8. JMF-Filters B.V. is authorised, if it deems this necessary or desirable, to engage third parties in the execution of the delivery order provided to it, the costs of which will be passed on to the customer in accordance with the quotations provided. If possible and/or if necessary, this will JMF-Filters B.V. consult with the customer.
9. The price lists, catalogues, images, drawings, size and weight statements and other data provided with an offer are as accurate as possible. JMF-Filters B.V. However, this data is only binding if JMF-Filters B.V. this has been explicitly confirmed in writing. is not obliged to provide JMF-Filters B.V. details (about the composition, etc.), de goederen teunless this has been agreed in writing.
10. De door JMF-Filters B.V. issued offer, as well as the images, drawings, technical data, descriptions, models, samples, designs, brochures, price lists, tools and the like, as well as the images, drawings, technical data, descriptions, models, samples, designs, brochures, price lists, tools and the like, as well as the images, drawings, technical data, descriptions, models, samples, designs, brochures, price lists, tools and the like remain the property of JMF-Filters B.V., regardless of whether the customer has been charged for this. The information contained in this data is decided or underlying the manufacturing and construction methods, products and the like is exclusively reserved for JMF-Filters B.V.

Article: 4 Changes/Cancellation/Additional work

1. Changes in the execution of the agreement or total or partial cancellation of the agreement are only possible if the desired change/cancellation has JMF-Filters B.V. been communicated in writing by the customer and if JMF-Filters B.V. this change/cancellation has been approved.
2. The costs and damage resulting from the change/cancellation mentioned in paragraph 4.1 may JMF-Filters B.V. be charged to the customer. After modification/cancellation of the agreement, the customer can no longer invoke the initially agreed delivery times or the deadlines agreed with regard to the execution of the agreement.
3. Additional work is considered to be all that is delivered, performed and/or applied by in consultation with the customer, whether JMF-Filters B.V. written or not, during the execution of the agreement at the top of the agreement or the order confirmation, or by JMF-Filters B.V. performance/scope described above the performance/scope described in the agreement or the order confirmation.

Article: 5 – Assembly/Installation

1. The customer is JMF-Filters B.V. responsible for the correct and timely execution of all devices, facilities and/or conditions, which are necessary for the preparation of the product to be assembled and/or the correct functioning of the product in mounted condition, except if and insofar as such execution is carried out by or on account according to data JMF-Filters B.V. and/or manufactured drawings provided by or on account of the latter.
2. Without prejudice to paragraph 1, the customer shall in any event ensure at his own expense and risk that:
 1. the staff of JMF-Filters B.V., as soon as this has arrived at the place of installation, can start and continue to carry out his work during the normal working hours and moreover, if the contractor deems this necessary outside normal working hours, provided that he has informed the client in good time;
 2. suitable housing and/or all facilities required under government regulations, the agreement and the use are available to the contractor's staff;
 3. the access roads to the place of installation are suitable for the necessary transport;
 4. the designated place of installation is suitable for storage and assembly;
 5. the necessary lockable storage spaces for materials, tools and other items are present;
6. the necessary and usual auxiliary workers, auxiliary equipment, auxiliary and operating materials (including fuels, oils and fats, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), and the measuring and testing equipment normal for the client's business at the place in a timely and free of JMF-Filters B.V. charge;
7. All necessary safety and precautions have been taken and maintained, as well as that all measures have been taken and maintained in order to comply with applicable government regulations in the context of assembly/installation;
8. At the start of and during assembly, the sent products are in the right place.
3. Damage and costs, which arise because the conditions set out in this article have not been met or have not been fulfilled in time, are at the expense of the customer.
4. Article 8 applies with regard to the installation time.

Article: 6 – Prices

1. All JMF-Filters B.V. prices quoted are exclusive of VAT, unless explicitly agreed otherwise in writing.
2. De door JMF-Filters E.g. stated prices apply ex warehouse, factory, depot.
3. Unless expressly stated in order confirmation, the price is not included;
 1. Special certification, customs clearance costs and/or import duties;
 2. Special packaging costs;
 3. Storage, shipping, or transport costs;
 4. Costs of transport insurance;
 5. Materials;
 6. Administration costs for deliveries with an invoice amount less than €500,--
4. Prices are based on cost prices, applicable at the time of offer. If these cost prices have increased since the date of the offer due to the price increase of raw materials, (auxiliary) materials, parts, transport, wages, insurance premiums, tax charges, import/export duties, currency costs, and/or cost factors mentioned in the previous paragraph, is JMF-Filters B.V. entitled to pass this increase into the prices.
5. The provisions of the previous paragraph shall also apply if these cost-increasing factors were foreseeable at the time of the conclusion of the agreement.
6. However, if the cost increase in accordance with paragraphs 4 and 5 exceeds 25%, the customer is entitled to cancel the order within 3 working days after the time when he was reasonably able to take note of that increase by registered letter.
7. The cancellation referred to in the previous paragraph shall be effected entirely in accordance with the provisions of Article 4.
8. JMF-Filters B.V. is entitled to charge the additional work it performs separately as soon as the amount to be charged for this is known to it. The price for additional work is calculated in accordance with the provisions of Article 5 of these General Terms and Conditions.

Article: 7 – Packaging/Packaging

1. The JMF-Filters B.V. pallets, boxes, crates, etc. made available for the purpose of packaging and shipment, whether or not for deposit, remain the inalienable property of JMF-Filters B.V., unless explicitly ancoming otherwise.
2. The customer is obliged JMF-Filters B.V. to return this packaging free of charge to the address JMF-Filters B.V. specified, unless otherwise acoming.
3. De door JMF-Filters B.V. calculated packaging is credited for the full price, provided that it has been returned freight-free in good condition and within one month after the date of the invoice in question.
4. Damaged or incomplete packaging materials/packaging received back will not be credited unless they are repaired or completed at the discretion of JMF-Filters B.V. the company. In that case, crediting takes place under deduction of the costs of repair or completion.

Item: 8 – Delivery/delivery time

1. Statements of delivery dates are approximately determined in consultation and JMF-Filters B.V. therefore do not bind.
2. All deliveries are made off-warehouse, unless otherwise a thing of the way in writing. The goods are at the risk of the customer from leaving the warehouse and are JMF-Filters B.V. not insured by. This applies without prejudice to the JMF-Filters B.V. transport.
3. Delivery of non-warehouse (delivery supplies) is made at the risk of JMF-Filters B.V.
4. The different delivery time of goods or time limit for delivery of a service starts on the day that JMF-Filters B.V. all necessary data, information, documents or tools for the execution of the assignment have been obtained.
5. Exceeding the delivery dates provided never entitles the customer to claim compensation in any form whatsoever, to non-acceptance or to dissolve the agreement or to suspend the agreement in whole or in part or to any obligation of the customer from the agreement.
6. In the event of force majeure, including: strike, fire, loss of goods during transport, water damage, government measures, delay in shipment or transport, export ban, war, mobilization, import or export barriers and all other situations, which may or may not temporarily prevent fulfilment of the agreement, will JMF-Filters B.V. be entitled, at its option, to either extend the delivery time by the duration of this obstacle, or to cancel the purchase, insofar as it is affected by the obstacle.
7. If the customer has written to this effect, it is JMF-Filters B.V. mandatory to inform the customer of its choice within 10 working days.
8. If the obstacle does not last more than 1 month, it is JMF-Filters B.V. authorized to cancel. If the obstacle lasts longer than 1 month, the customer has the right to de overéenkoms t Tecancel, provided that the cancellation is made in writing and is received by before the delivery of the JMF-Filters B.V. purchased. In such cancellation conditions, the provisions of Article 8 do not apply.
9. JMF-Filters B.V. is never liable for the total or partial absence of any delivery insofar as it JMF-Filters B.V. has not explicitly promised in writing after a reminder as referred to above.
10. de leveringsplicht van JMF-Filters B.V. will be satisfied by offering the goods to the customer once. The receipt shall be signed by the customer or the person representing it as a full proof of delivery.
11. In case of non-purchase, travel, storage and other costs will be borne by the customer. In JMF-Filters B.V. that case, a claim will also be made to dissolve the agreement.
12. JMF-Filters B.V. is entitled to carry out the delivery of goods in parts as long as this takes place within the delivery period.

Article: 9 - Self-domsovergang

1. Until the customer has fulfilled all his payment and other obligations, the delivered property of JMF-Filters B.V. remains.
2. The Customer is not authorised to transfer the delivered goods to third parties in collateral or ownership, or to hand them over to third parties for use, until he/she has fulfilled his payment and other obligations JMF-Filters B.V. towards. Until then, the customer has the delivered goods on loan.
3. If the customer fails to fulfil any obligation towards JMF-Filters B.V. the agreement, not in time or not properly, or if another circumstance as referred to in article 10.1 occurs, JMF-Filters B.V. is entitled to take back the delivered goods without any notice of default or judicial intervention. The Customer irrevocably authorizes JMF-Filters B.V. to provide access to the space(s) in which the delivered goods are located.
4. In the event that JMF-Filters B.V. the delivered goods have actually been taken back, the agreement has been dissolved in accordance with the provisions of Article 10.1.
5. The Customer is obliged JMF-Filters B.V. to immediately report in writing that third parties assert rights to what has been JMF-Filters B.V. delivered, insofar as this is not (yet) his/her property, and when any circumstance as referred to in article 10.1 occurs. If, after some time, it appears that the customer has not fulfilled this obligation, he shall owe an immediately due and payable fine, which cannot be invoiced for judicial mitigation, amounting to 15% of the invoice amount due, excluding VAT with a minimum of €500,-- excl. VAT.

Article: 10 – Termination/Termination of one agreement:

1. JMF-Filters B.V. reserves the right to terminate one meeting(s) with the customer immediately without judicial intervention, if the customer:
 1. Is declared bankrupt, or files for bankruptcy/suspension of payment or is placed under administration/ receivership, proceeds to liquidation, or dies;
 2. Invoices of JMF-Filters B.V. not paid (on time), or otherwise not fulfilling any obligation from the agreement, not properly or not on time.
2. The termination as referred to above, all claims of the customer are JMF-Filters B.V. immediately due and payable and is also JMF-Filters B.V. entitled to claim full compensation for damage, lost profits and/or interest.
3. The item "loss of profit" will, subject to proof to the contrary, by JMF-Filters B.V., amount to at least 15% of the agreed price, with a minimum of €1,000,-- (excl. VAT), the item "foregone interest" will have the amount of then applicable statutory interest (with a minimum of 1% per month).

Article: 11 – Cancellation:

1. If a customer cancels an order in whole or in part, the customer has JMF-Filters B.V. the right to charge cancellation costs (with a minimum of €500,--), which are calculated in the following timetable on the net selling price:
 1. up to 1 month before the agreed delivery date a percentage of 30%;
 2. less than 1 month before the agreed delivery date a percentage of 40%, unless JMF-Filters B.V. it shows that the cancellation costs include a higher amount.
2. A request for cancellation of all or part of an order after (partial) delivery by JMF-Filters B.V., cannot be fulfilled.
3. Nor can a request for total or partial cancellation be fulfilled if JMF-Filters B.V. the product for which cancellation is requested has been specially manufactured/assembled for the customer or has had it manufactured/assembled.
4. Cancellation must be made in writing by registered letter. The date of receipt of the registered letter is deemed to be the date of cancellation.

Article: 12 – Risk transition:

1. All risks of transport of (free) to be delivered or (off warehouse, depot, etc.) delivered goods rest with the customer, both in terms of direct and indirect damage, in accordance with the incoterms as stated in article 19 paragraph 3.

Article: 13 – Advertisements:

1. Complaints due to defect, deviation from the stated specification, outwardly observable damage, must be registered by the customer on the receipt, and reported in writing within eight days after delivery JMF-Filters B.V. by registered letter, stating invoice and packing slip number. Complaints are without prejudice to the agreed payment obligation and term.
2. Late advertisements will not be JMF-Filters B.V. processed by. The goods to which a late advertisement relates are deemed to have been approved by the customer.
3. If the customer complains, he is obliged to leave the goods in unchanged condition until JMF-Filters B.V. the complaints have been investigated.
4. Complaints about invoices must be received in writing by registered letter within 10 working days of the date of dispatch, or no later than 5 days after the date of JMF-Filters B.V. receipt.
5. Complaints relating to JMF-Filters B.V. work carried out must be submitted in writing JMF-Filters B.V. within 3 months of the day on which the work in question was carried out.
6. Complaints received after the expiry of the time limits referred to in paragraphs 2, 3 and 4 shall not be dealt with.
7. The submission of complaints never relieves the customer of his payment obligations towards JMF-Filters B.V., the provisions of article 17 are maintained.
8. For the purposes of these provisions, each partial delivery shall be considered as a separate supply.
9. The customer is not entitled to return goods that he complains to without written JMF-Filters B.V. permission. If he does, the provisions of Article 15 shall apply in full.
10. If the customer has put part of the delivered goods into use, processed or processed or commissioned, processed or passed on to third parties, he can no longer assert claims.
11. If defects are found by the customer in part of a delivery, he is not entitled to reject the entire delivery.
12. Unless otherwise agreed in writing, it is JMF-Filters B.V. entitled to proceed to a new delivery in the event that it has been delivered incorrectly and/or improperly, while maintaining the agreement. The Customer is then obliged to return the wrong or defective delivered goods.
13. JMF-Filters B.V. is not liable for the damage suffered by the customer in connection with or resulting from advertising ring, unless this damage is the result of intent or gross negligence on the part of JMF-Filters B.V.
14. JMF-Filters B.V. is not liable and is therefore not obliged to compensate for damage resulting from minor deviations in/from or normal wear and tear of the (delivered) delivered.

Article: 14 – Liability and guarantees:

1. All agreements are carried through JMF-Filters B.V. to the best of our knowledge and can be fulfilled.
2. JMF-Filters B.V. guarantees de door JMF-Filters a 1-year warranty on B.V. self-produced goods. For goods/parts not produced by JMF-Filters B.V. self-produced goods/parts, JMF-Filters B.V. a warranty for manufacturing and material defects in accordance with the provisions specified by the manufacturer, for another period to be mentioned that starts at the time of delivery of the goods in question.
3. The warranty referred to in paragraph 2 can be invoked, provided that it JMF-Filters B.V. is/was used by the customer and operated in accordance with de door JMF-Filters B.V. (or manufacturer) manuals and technical specifications provided to the customer.
4. Subject to the provisions of paragraph 2, is JMF-Filters B.V. not liable for the choice of material, size, quality and/or colour of the customer of the delivered goods and does not guarantee that the goods delivered to the customer retain the intended properties after use.
5. JMF-Filters B.V. is not liable for permissible differences in terms of size, quality, colour, etc., which are maintained between the different manufacturers.
6. The Customer indemnifies JMF-Filters B.V. against any claim by third parties for compensation for the delivered JMF-Filters B.V. goods, for whatever reason, including infringements of patents or property rights, arising from data or instructions provided by the customer.
7. JMF-Filters B.V. is never liable for compensation for indirect damage of any kind.
8. JMF-Filters B.V. is never liable for the harmful consequences of the products it delivers and does not accept any warranty claims in this regard, if it appears that the customer, or user/consumer, to the extent applicable to the delivered product:
 1. has not complied with the rules of use;
 2. adds, interferes with, or nullifies the intended operation or purpose of the delivered product;
 3. has made (technically impossible) changes to or repairs to the delivered goods or had them carried out by third parties;
 4. for purposes other than normal (business), or, other than JMF-Filters B.V. those indicated, has, in its opinion, treated, stored or maintained in an injudicious manner;
 5. any obligation under the supply agreement has not been fulfilled.

Article: 15 – Returns:

1. Returns without prior permission of JMF-Filters B.V. are not accepted. If they do happen, all costs associated with the shipment, including transport and administration costs, shall be borne by the customer.
2. JMF-Filters B.V. in the case referred to in paragraph 1, it is free to store the goods among third parties at the expense and risk of the customer or even to keep them at his disposal.
3. Returns, which have not been accepted by JMF-Filters B.V. the customer, do not relieve the customer in any way of his payment obligation with regard to the invoice of the delivered goods to which the return relates, as well as with regard to any invoices of other (delivered/yet to be delivered) products.
4. With regard to the actual costs arising from or in connection with returns and the measures taken as a result JMF-Filters B.V. thereof, its specified statement is binding on the customer, subject to proof to the contrary.
5. Returns always travel at the risk of the customer.
6. Returns will only be JMF-Filters B.V. accepted as such if the original packaging/packaging has been used and if packaging/packaging JMF-Filters B.V. is for saleable.

Article: 16 – Force majeure:

1. JMF-Filters B.V. can invoke force majeure at any time if de tekortkoming van JMF-Filters B.V. niet te it is due to its fault, nor is it at its expense and risk under the Law or generally applicable in the Netherlands.
2. Force majeure within the meaning of the previous paragraph includes, but is not limited to, the following cases: war, mobilization, riot, strike, fire, accident or illness, business failures, lack of raw material or packaging material, stagnation in transport, government measures as well as any circumstance that lies outside de macht van JMF-Filters B.V. and makes the execution of the agreement detrimental to it or impossible.
3. JMF-Filters B.V. may also invoke force majeure if the above-mentioned cases occur in the business of third parties, with whom JMF-Filters B.V. an agreement has been concluded in order to fulfil its obligations under the agreement with the customer.
4. JMF-Filters B.V. reserves the right at all times, if the customer invokes force majeure, to dissolve the agreement by a written statement de afnemer teand to claim compensation from the customer for de door JMF-Filters B.V. damage suffered and to be suffered.

Article: 17 – Payment:

All payments must be made within 30 days of the invoice date, either in cash or in a JMF-Filters B.V. bank account to be designated, unless otherwise agreed in writing. The currency date indicated on de bankafschriften van JMF-Filters B.V. is decisive and is considered as a payment date.

All payments must be made without a debt comparison. The Customer is never authorised to suspend payments.

If the payment of an invoice has not been received from the customer within the period after the invoice date, it owes an interest on it in accordance with the statutory interest rate with a minimum of 1% per month applicable during the time in which the customer is in default, whereby the time is calculated in full months.

If the payment of an invoice has not been received from the customer within the period after the invoice date and when legal measures are then taken to obtain payment against him, he is obliged to pay due non-judicial mitigation JMF-Filters B.V. (outside) judicial collection costs, which are set at a minimum of 15% of the invoice amount to be paid or part thereof, with a minimum of €250,-, without prejudice to any legal costs due by the customer under court ruling.

Payments made by or on behalf of the customer may JMF-Filters B.V. be deducted by primary from that claim, for which the retention of JMF-Filters B.V. title, as stated in Article 8, has not been able to apply. Payments can then be deducted from JMF-Filters B.V. the extrajudicial collection costs owed by the customer, then from the interest due and finally from the principal amount.

If the customer defaults with payment or any other obligation under the agreement, he is entitled to dissolve the agreement in whole or in JMF-Filters B.V. part, without judicial intervention being required, as well as taking back the JMF-Filters B.V. delivered, owned goods, in accordance with the provisions of article 10.3.

The power to dissolve and take back referred to in the previous paragraph JMF-Filters B.V. shall also have, if the customer dies, is placed under guardianship, becomes bankrupt, is declared bankrupt, obtains a provisional suspension of payment or if attachment is made to the customer.

In the cases as mentioned in the previous two paragraphs, it is JMF-Filters B.V. also entitled to immediately recover all amounts owed by the customer without warning or notice of default.

Article: 18 – Intellectual and industrial property rights:

JMF-Filters B.V. reserves (on behalf of third parties) all industrial and intellectual property rights with regard to the products it delivers and the technology, drawings, designs, models, sketches, images, packaging and copyright works contained therein.

If the customer submits drawings, designs, models, sketches, or images that JMF-Filters B.V. are modified/edited, all rights that rest on the modified/edited will be assigned to JMF-Filters B.V.

In the event of violation of the provisions of paragraph 1, the customer shall owe an immediately due and payable, non-judicial penalty of €50,000,- per violation, without prejudice to the right JMF-Filters B.V. to dissolve all ongoing agreements with the customer with immediate effect and to claim compensation/loss of profit in accordance with the provisions of Article 10.

JMF-Filters B.V. will indemnify customers against any action taken by third parties based on the claim that de door JMF-Filters B.V. delivered products infringe an industrial property right in force in the Netherlands.

The customer is not permitted to transfer his rights and/or obligations arising from de met JMF-Filters B.V. concluded agreement.

Transfer of rights and/or obligations is only possible after the customer JMF-Filters B.V. has been informed and has explicitly obtained written consent JMF-Filters B.V. from them.

Article: 19 – Applicable law and disputes:

These General Terms and Conditions and Dutch law apply to all JMF-Filters B.V. agreements to be concluded and concluded.

All disputes arising as a result of an agreement to which these terms and conditions apply in whole or in part, or as a result of further agreements, which are the result of such an agreement, will only be at the discretion of JMF-Filters B.V. the competent court, unless the other party agrees to have the dispute settled by independent JMF-Filters B.V. arbitration

With regard to the interpretation of international trade terms, the latest version of the "Incoterms" as compiled by the International Chamber of Commerce in Paris (I.C.C.) applies.

Purmerend, oktober 2013

