1.1. These Terms and Conditions apply to all offers made by members of Koninklijke Metaalunie, all agreements they conclude with the Client and all deliveries and performances they will render to the Client.

1.2. If the Client does not accept the Contractor's offer, the Contractor may still be entitled to commence work in accordance with the terms and conditions of delivery and performance, and the Client agrees to bear any costs that arise in respect thereof.

1.3. In the event of any conflict between the substance of the agreement and these Terms and Conditions, the provisions of the agreement will prevail. These Terms and Conditions may only be varied by a written agreement signed by both parties.

2. Offers

2.1. All offers are without obligation. The Client is not bound to follow the Contractor's offer if he has already accepted it. The offer of the Contractor will lapse on the date stated in the offer. If the Client does not accept the Contractor's offer within the time limit stated in the offer, the Contractor is entitled to charge the Client for all costs incurred by the Contractor as a result of his acceptance of the offer.

3. Intellectual property rights

3.1. Unless otherwise agreed in writing, the Contractor retains the copyright and all intellectual property rights in the offers, the designs, drawings, models, including their models, software and the like provided by the Contractor.

3.2. The Client is prohibited from using these designs, drawings, models, including their models, software and the like, for any purpose other than to effectuate the agreement. In the event of the Contractor's bankruptcy or if statutory debt rescheduling is declared, the Client may use or transfer the rights referred to in the above paragraph to the Contractor's creditors, also in respect of the intellectual property rights.

4. Delivery period/performance period

4.1. The delivery period and/or performance period will be set by the Contractor on an appropriate basis.

4.2. If the Client provides the Contractor with data, drawings and other documentation for use in the performance of the agreement, the Client will ensure that such data, drawings and other documentation are complete and do not contain any errors or omissions.

5. Delivery of the goods

5.1. The delivery period and/or performance period will be extended by any delay affecting the delivery period and/or performance period as may result from circumstances beyond the control of the Contractor and the Client.

5.2. If the Contractor is in default of his delivery or performance obligations, the Contractor's obligations will be fulfilled to the extent that the Contractor's delivery or performance obligations are fulfilled. The Client is entitled to delay the performance of his obligations.

6. Payment

6.1. Delivery will be made as works, Contractor's place of establish ment, in accordance with the Incoterms 2010. The risk of loss or damage of the goods will pass to the Client at the moment when the Contractor delivers the goods or makes them available to the Client in the Contractor's possession or under the Contractor's control or when the Client takes possession of the goods, regardless of the delivery or performance is made. The risk will also pass to the Client in the event that the Contractor suspends its obligations, in which case the Client will not be entitled to terminate the agreement.

7. Price change

7.1. The Contractor may pass on to the Client any cost changes occurring after the conclusion of the agreement.

7.2. The Client is entitled to demand payment as soon as any new delivery or performance obligations are undertaken or as soon as the Contractor takes possession of the goods, regardless of the delivery or performance is made. The Client is entitled to demand payment, regardless of the delivery or performance is made. The Client is entitled to terminate the agreement.

8. Force majeure

8.1. The Client is entitled to suspend performance of its obligations if it is temporarily prevented from performing its obligations or performance obligations as a result of circumstances beyond its control. In that event, the Contractor is entitled to suspend performance of its obligations or performance or to postpone performance as far as possible.

8.2. Any circumstances which prevent the Contractor from performing its obligations are deemed to be circumstances beyond the control of the Contractor if they could not reasonably have been foreseen by the Contractor at the time of the conclusion of the contract and the Contractor could not have avoided or mitigated the consequences of such circumstances.

9. Warranty and other claims

9.1. If the Client detects an error or defect in the work caused by use of parts of the work that have already been delivered or completed, the Client will notify the Contractor of the error or defect as soon as possible. The Client is entitled to demand the Contractor to conduct an inspection and repair the goods of the Client; - inspection, repair and maintenance of the goods of the Client; - installation, fitting, modification or repair by the Client at the Contractor's expense; - litigations or other claims in connection with the warranty of the goods delivered by the Contractor; - defects in or on materials or parts for such work and to perform the contract addition, if required. If the Client does not perform the contract addition, the Contractor will be entitled to perform the contract addition on its own initiative and to charge the Client for all costs incurred thereby.

10. Performance of the work

10.1. The Client will ensure that the Contractor can carry out its activities without interruption and that the Client is able to make available to it when carrying out its activities, such as:

a. parts of the work or partial deliveries;

b. tools, equipment and spare parts;

c. the input of the Client's own employees and third parties;
d. freight, insurance and storage costs;
e. performance of the work by the Contractor.

10.2. The Client will not be entitled to terminate the agreement in the event of the Contractor's insolvency or bankruptcy. The Client will be entitled to terminate the agreement if a request is made to remove the Contractor from the Dutch Trade Register or if the Contractor is declared bankrupt or if the Contractor is placed in liquidation.

11. Liability

11.1. In the event of an attributable failure, the Contractor is liable for the defects caused by the Contractor or its personnel.

11.2. The Client bears the risk of and is liable for any damage caused by the Client, its employees or third parties. In the event of any damage, the Client is required to report this to its insurer without delay for further processing.

12. Transfer of risk

12.1. The work is deemed to be completed in the following events:

a. if the Client has approved the work;

b. when the work is not taken into commission by the Client or when the Client does not take possession of the work, or the work is not brought into use, that will be deemed to have been completed when the Contractor informs the Client that the work is complete; when the work is not taken into use, the Client will not be entitled to terminate the agreement.

12.2. If the Client does not approve the work, it is required to inform the Contractor of this in writing, stating reasons. The Client is entitled to demand the Contractor to verify or repair the defective work.

13. Security

13.1. If the Client fails to comply with its payment obligations, in whole or in part, the Contractor is entitled to comply with a request for payment from the Client in the manner provided for in the payment conditions.

14. Termination of the Agreement

14.1. If the Client in whole or in part fails to comply with the payment obligations, in whole or in part, the Contractor is entitled to terminate the agreement and to file for insolvency of the Client.

15. Application of these Conditions

15.1. If the Client and the Contractor have agreed to terminate the agreement in whole or in part, these Terms and Conditions will apply to the termination of the agreement, and the interpretation of the text of these Conditions shall be based on the Dutch text.