

General Terms & Condition of Sales

Prices

1. In the absence of written agreement to the contrary, the prices operated by LIQUID FILTRATION SYSTEMS are based on delivery EXW Incoterms, exclusive of VAT and other duties, exclusive of the costs of assembly and commissioning, exclusively of the costs of non-standard packaging and are given in Euro.
2. In the event of changes to cost price factors, LIQUID FILTRATION SYSTEMS reserves the right to adjust the price accordingly.
3. LIQUID FILTRATION SYSTEMS is authorised to index prices annually.

2. Delivery and delivery period

1. Delivery will take place EXW Incoterms.
2. Delivery times are indicative and exceeding them cannot under any circumstances lead to liability or an obligation to pay damages on the part of LIQUID FILTRATION SYSTEMS.
3. The Buyer is obliged to check the delivered goods for defects within eight (8) calendar days after delivery. The Buyer must notify LIQUID FILTRATION SYSTEMS of any defects established on delivery in writing and within 8 days of their being established.
4. LIQUID FILTRATION SYSTEMS reserves the right to deliver in batches that might be invoiced separately.

3. Acceptance, inspection and complaints

1. Complaints concerning invoices must be made in writing within eight (8) calendar days of the invoice date.
2. Returns will be accepted by LIQUID FILTRATION SYSTEMS only provided that:
 1. a) LIQUID FILTRATION SYSTEMS has accepted the return in advance ;
 2. b) this is done carriage paid;
 3. c) the returned products are standard;
 4. d) the delivery was made no longer than eight (8) days previously;

4. Deviations regarding the product and quality.

LIQUID FILTRATION SYSTEMS is permitted to apply a limited deviation with regard to colour, quantity, size, weight of the products.

5. Intellectual property rights

1. LIQUID FILTRATION SYSTEMS holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates and other goods that it has issued.

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6. Warranty and liability

LIQUID FILTRATION SYSTEMS warrants the products described herein which are manufactured by LIQUID FILTRATION SYSTEMS to be free from defects in material and workmanship for a period of one (1) year from the date of shipment from LIQUID FILTRATION SYSTEMS, under normal use and service. Its sole obligation under this warranty being limited to repairing or replacing, as hereinafter provided, at its option, any product found to LIQUID FILTRATION SYSTEMS satisfaction to be defective upon examination by it, provided that such product shall be returned for inspection to LIQUID FILTRATION SYSTEMS factory within one (1) month after discovery of the defect. The repair or replacement of defective products will be made without charge for parts or labour. This warranty shall not apply to: (a) parts or products not manufactured by LIQUID FILTRATION SYSTEMS, the warranty of such items being limited to the actual warranty extended to LIQUID FILTRATION SYSTEMS by its supplier; (b) any product that has been subjected to abuse, negligence, accident or misapplication; (c) any products altered or repaired by others than LIQUID FILTRATION SYSTEMS; and (d) normal maintenance services and replacement of service items (such as washers, gaskets and lubrication) made in with such service. To the extent permitted by Dutch law, this limited warranty shall extend only to the buyer and any other person reasonably expected to use or consume the goods who is effected in person by any breach of the warranty. No action may be brought against LIQUID FILTRATION SYSTEMS for an alleged breach of warranty unless such action instituted within six (6) months from the date the cause of action accrues. This limited warranty shall be constructed and enforced to the fullest extent allowable by Dutch law. Other than the obligation of LIQUID FILTRATION SYSTEMS expressly set forth herein, LIQUID FILTRATION SYSTEMS disclaims all warranties express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, and any other obligation or liability. The foregoing constitutes LIQUID FILTRATION SYSTEMS sole obligation with respect to damages, whether direct, incidental or consequential, resulting from the use of performance of the product.

Warranty and estimated life of the housing is based on data given by the Buyer and on the present state of technical knowledge for plastic materials.

7. Payment

Unless otherwise agreed payment is to be made net and without any discount, by depositing the payable amount or transferring it to a bank account designated by LIQUID FILTRATION SYSTEMS within thirty (30) days after the date of invoice. For orders with a total nett component value lower than € 100.00 (one hundred euros) excluding VAT, LIQUID FILTRATION SYSTEMS reserves the right to charge an administration fee. LIQUID FILTRATION SYSTEMS reserves the right to make a late payment surcharge based upon the legal interest percentage The value day indicated in the bank statements is determinative and is therefore regarded as the date of payment.

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BTW no.: NL807710374B01
K.v.K. no.: 04042617

ING:
Bic code: INGBNL2A
Iban no.: NL37INGB0006743085

Rabobank:
Bic code: RABONL2U
Iban no.: NL41RABO0114537305



8. Non-compliance, termination, dissolution and suspension

- LIQUID FILTRATION SYSTEMS is authorised to terminate, dissolve or suspend execution of the agreement with immediate effect in full or in part - without legal intervention or any notice of default being required - without prejudice to the remaining rights of LIQUID FILTRATION SYSTEMS (to demand compliance or compensation for damages), if:
 - The Buyer dies, applies for suspension of payment, applies for bankruptcy, is declared bankrupt or requests admission to the statutory debt management scheme;
 - an application for the Buyer's bankruptcy has been led;
 - the Buyer fails to meet any obligation by law or under these conditions;
- If an agreement is dissolved in full or in part by LIQUID FILTRATION SYSTEMS, the Buyer will be obliged to pay compensation for all costs or loss of profits relating to the dissolved agreement.
- Upon termination of the agreement and irrespective of the reason for this the Buyer will purchase all of the Goods held by LIQUID FILTRATION SYSTEMS in stock within 7 days of the termination of the agreement for payment of the price applicable at that time and will accept the goods immediately following payment.

9. Retention of title

- All of the goods that LIQUID FILTRATION SYSTEMS has supplied to the Buyer or his client, remain the property of LIQUID FILTRATION SYSTEMS until the Buyer has remitted full payment of all owed to LIQUID FILTRATION SYSTEMS under this or any other related contract, including interest and costs.
- The Buyer is authorised to dispose of the goods in the context of his normal business operations. The Buyer is obliged to inform the acquiring third-party of the retention of title for the goods in the favour of LIQUID FILTRATION SYSTEMS.
- For as long as they are not being used the Buyer is obliged to clearly separate the delivered goods from other goods until their ownership has been transferred.

10. Disputes and applicable law

- All offers of and agreements with LIQUID FILTRATION SYSTEMS will be governed exclusively by Dutch law.
 - All disputes regarding agreements to be entered into or which have been entered into, including agreements arising from them or regarding these general terms and conditions themselves will be referred for adjudication to the District Court in Drenthe
- The application of the Vienna Confension on Contracts for the Internation Sale of Goods shall be excluded.

11. Compliance

The Buyer (a) represents and warrants that it is not subject to any trade sanctions imposed by the US, EU, and/or UN, and (b) shall comply with (and not engage any activity, practice or conduct which would constitute an offence under) all applicable laws, statutes, regulations, and codes, including those relating to (i) trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) in respect of the goods sold to it by LIQUID FILTRATION SYSTEMS, and (ii) anti-bribery and anti-corruption, and provide evidence of compliance with the foregoing as LIQUID FILTRATION SYSTEMS may reasonably request from time to time.

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