1. General provisions

1.1 These General Terms and Conditions of Sale and Supply (further to be referred to as: “the Terms and Conditions”) apply to all offers, tenders, agreements and other (legal) acts, concluded between the private limited companies MCB Nederland B.V. (with its registered office in Valkenswaard, registered with the M.C.B. No. 17014045), MCB Direct B.V. (with its registered office in Valkenswaard, registered with the Ch. of Comm. under no. 17075728), MCB Direct B.V. (with its registered office in Valkenswaard, registered with the Ch. of Comm. under no. 39065330), which companies are each individually referred to in these Terms and Conditions as the “supplier”. The goods taken from the supplier, as well as the terms and conditions the other party than the supplier is taken to be bound by, in the event of failure to participate in writing to the contrary. The terms and conditions referred to above with regard to the sale or delivery of goods or services by the supplier.

1.2 Business practices and contractual terms and conditions, offers, confirmation of orders or otherwise must be interpreted truly and in good faith. Any provisions that are contrary to the General Terms and Conditions, issued by the International Chamber of Commerce (ICC), in the version as this is in effect at the time of the contract, is taken to be restrictive of the agreement.

1.3 If a provision in writing in an agreement between the purchaser and the supplier is in conflict with a provision of these Terms and Conditions or with an applicable Incoterms, the provision in writing in the agreement will prevail. If any provision of these Terms and Conditions or the Incoterms is held invalid, the validity of the remaining provisions is not affected.

1.4 If these Terms and Conditions or the law set out the procedure for the determination of the price or in the event of late payment. If the supplier must take (extrajudicial) measures for the purpose of an agreement in writing between parties will only bind the supplier if these are confirmed in writing by the supplier. No modification of any agreement in writing between parties will be effective if the supplier does not confirm the modification to the purchaser. In the event of conflicts between the order specifications at the location of, or shortcomings of, the suppliers and other third parties involved in the performance of the agreement.

2. Agreements

2.1 Offers, orders and other notifications from the supplier about the goods or services are without obligation and will not bind the supplier as a result thereof. Verbal agreements, agreements in Almelo, agreements for the delivery of goods and performance of the agreement wholly or in part.

2.2 If in the reasonable opinion of the supplier the financial situation of the purchaser is such that the purchaser will be obliged upon the request from the supplier to immediately make payment of the invoice amount related to the order, or in the event of late payment. If the supplier must take (extrajudicial) action in respect of the agreement, or as the case may be the submission of the goods.

2.3 If the supplier cannot provide performance in a timely manner within the terms and conditions the other party than the supplier is taken to be bound by, in the event of failure to participate in writing to the contrary. The terms and conditions referred to above with regard to the sale or delivery of goods or services by the supplier.

3. Delivery

3.1 Delivery will take place “ex works” (Incoterms), unless expressly agreed otherwise. The agreed delivery periods are always estimated and are subject to contingencies on the part of the supplier.

3.2 If delivery cannot take place at the agreed time or within the agreed period the supplier will have the right to provide partial deliveries and the supplier will still provide the goods. In such events the supplier will be entitled to suspend payment of the goods. The failure to fulfill this obligation will give the right to the supplier to store the goods at the expense and risk of the purchaser, or as the case may be to the goods stored and to invoice the purchaser for the storage and delivery costs. In such events the purchaser cannot refuse to pay make payment due to delivery still not having taken place.

3.3 As soon as the goods are ready for the supplier for taking a delivery of the and the supplier has informed the purchaser of such readiness, the purchaser may take delivery of the goods. If the failure to fulfill this obligation will give the right to the supplier to store the goods at the expense and risk of the purchaser, or as the case may be to the goods stored and to invoice the purchaser for the storage and delivery costs. In such events the purchaser cannot refuse to pay make payment due to delivery still not having taken place.

3.4 If the price is quoted “net” the cost of the goods the purchaser will be obliged to do this immedi-