



International

Dutch Milling Technology
International B.V.
Nieuwkuijkseweg 13
5268 LH Helvoirt
The Netherlands
Telefoon +31 (0)411 - 646410
Fax +31 (0)411 - 646411
welcome@dm-int.com
www.dmt-int.com

GENERAL TERMS & CONDITIONS

ARTICLE 1 VALIDITY OF THESE TERMS

1. These conditions apply to all offers, agreements, deliveries and services by **Dutch Milling Technology International BV (the Contractor)** made or entered into with third parties (**the Client**), unless expressly agreed otherwise in writing.
2. Any other applicable terms and conditions of the contractor whatsoever shall remain unaffected and apply to the extent not inconsistent with these conditions. In case terms and conditions of the contractor are in conflict with the provisions of the present conditions the terms and conditions of the contractor prevail.
3. To the extent applicability of general conditions of the principal arises, these conditions will only be applicable to the extent they are not inconsistent with the present conditions. Applicability of terms and conditions of the client can only be agreed in writing.

ARTICLE 2 OFFERS AND QUOTATIONS

1. All bids and offers as well as information provided by the Contractor, including advertising and printing are free of charge, unless otherwise expressly agreed.
2. An offer is only valid for 30 (thirty) days after the offer to the Client is expressed. The Contractor shall after the expiry of this period no longer be obliged to maintain the offer.

ARTICLE 3 AGREEMENTS

1. Contracts are only concluded by written order confirmation or by giving effect to the assignment by the Contractor.
2. Agreements and amendments or supplements thereto made by employees of the Contractor or agents acting under their authority are only binding if they have been confirmed in writing by the Contractor.

ARTICLE 4 PRICES

1. All prices quoted are based on monetary conditions of domestic and foreign currencies, applicable at the time of conclusion of contract duties, taxes, wages, social security, taxes and prices of raw and auxiliary materials.
2. Changes in one or more of these factors before delivery has taken place, gives the Contractor the right to adjust the selling price so that these changes occurred in the price will be adjusted.
3. Issued prices, unless otherwise stated, are exclusive of VAT, packing costs, specimens and are ex works / premises of the Contractor
4. The Contractor will notify the Client as soon as possible by registered letter if a change in prices occur.
5. The Client has the right within 10 (ten) days after the increased prices to the Client have been communicated by registered mail by the Contractor, to cancel the delivery of service or equipment.
6. Should any cancellation made by the client within these 10 (ten) days not been made, the Client is bound by the price adjustment.
7. If the Client decides to cancel within the said period of 10 (ten) days, the Contractor has still the right to cancel this notification within 10 (ten) days after the date of the notification by the Client that the Contractor still wants to execute the order at the original agreed price.

ARTICLE 5 SECURITY

1. The Client is required to the satisfaction of the Contractor to provide security for the payment of all future deliveries towards the Contractor, if and when the latter so requests in writing.
2. If the Client fails to do so, the Contractor is not obliged to (further) fulfil its obligations towards the Client under all current agreements between the Parties, without prejudice to its right to compensation.

ARTICLE 6 DELIVERIES

1. Delivery shall be ex-works, factory or premises, at the discretion of the Contractor.
2. Unless otherwise agreed delivery times followed are only approximate and are not binding for the Client. Exceedances of delivery shall not be excessive but shall depend on whether the Contractor may perform work normally and normal working conditions, the necessary materials are delivered to the Contractor in time.
3. The Contractor is required when delaying the delivery to meet its obligations as soon as possible unless there is permanent situation of force majeure.



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4. Goods purchased by the Client but not accepted and paid for, remain available to the Client and stored as of 10 (ten) days after availability at the Clients expense and risk.
5. If the ordered equipment is not removed after the expiry of the said period of 10 (ten) days, the Contractor is entitled to deliver the equipment to the Client and recover payment of the agreed purchase price of this equipment.
6. The Client is obliged to check the delivered equipment upon delivery for any defects and / or damage. Shortcomings and damage should the Client state on the delivery receipt.
7. Failure in the duties of the Contractor should be made known to the Contractor within 14 (fourteen) days in writing by the Client. The risk of loss or damage to the goods passes to the Client once the goods have left the factory or warehouse of the Contractor.
8. If the Client does not meet any of the requirements of Article 6, paragraph 6 and / or 7, The Client shall forfeit its right to compensation or performance thereof.
9. If it is agreed that deliveries will be delivered on demand, the Client is obliged to call the purchased equipment as much as possible and regularly in approximately equal amounts within the prescribed period, or occasionally within a reasonable time.
10. Except for gross negligence of the Contractor, exceeding an explicitly agreed delivery the Client is not entitled to dissolve the agreement.

ARTICLE 7 FACILITIES

1. The client is obliged to and where necessary to take related costs accounted for on ground, land, buildings, scaffolding, machinery for the time of delivery or performance of work by the Contractor. Free from all objects or substances such as stone and tree stumps in the ground and heavy or solid objects.
2. The Client shall provide the Contractor at the site of work with process water, electricity, heating, lunch, and sanitation facilities. Related costs herewith are borne by the Client.
3. The Contractor can only start with his execution of its obligations, after all the obligations referred to in this article have been met by the Client.

ARTICLE 8 OWNERSHIP

1. All goods and equipment supplied by the Contractor remain the property of the Contractor at the expense and risk of the Client, until such time as all outstanding claims, payments which the Contractor has or obtains from the Client have completely been resolved.
2. If Client fails to fulfil any obligation under the agreement, under these conditions or any other reason, the Contractor is entitled, without notice, to repose the goods and equipment in whole or in part.
3. The Client is obliged to inform the Contractor in writing that if any third party claims the goods or equipment or rights retention of ownership, which are owned by the Contractor. The client is not permitted to pledge these goods.
4. As security for the correct payment of all claims, for whatever reason, the Client provides a lien on all goods delivered by the Contractor to the Client. The Client undertakes to implementation of this pledge agreement.

ARTICLE 9 PAYMENT CONDITIONS

1. Unless expressly agreed otherwise in writing, payment from the Client to the Contractor will pass on the delivery of the equipment (less any deposit or advance payment made by the Client). The Contractor is entitled to charge the Client, whether or not extradited, purchased equipment by way of interim billing parts to the Client.
2. The Client is in default, if the Client does not or is unable to meet its payment or any other obligation arising from the agreement with the Contractor, these general terms and conditions or the applicable law.
3. An agreed payment surcharge can be deducted if the Client will pay the full amount due according to the invoice to the Contractor within 14 (fourteen) days from the date of invoice.
4. A claim for partial and / or full payment of the agreed price is payable immediately at: non or late payment of the agreed payment period, the Client has submitted an application under the Bankruptcy Act, the Client has lodged a request for suspension of payment, the Client is under guardianship, if any seizure of goods and / or claims of the Client are placed, the Client enters into liquidation, or if the Client fails to fulfil any obligation under the contract with the contractor.
5. If payment of an invoice is not paid within the agreed period, or in the absence thereof within 30 thirty days after the date of the invoice, the Contractor is entitled, after expiry of the said period to the Client, to charge the Client with 1% interest per week for late payment. A part of a month is considered as full calendar month.
6. The Client will bear all costs both judicial and extrajudicial, which is caused by non-payment or late payment.



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ARTICLE 10 DISSOLVE AND CANCEL

1. The Client is only entitled to terminate the agreement if a legal basis exists.
2. If the Client decides to cancel the agreement, the Contractor is entitled to a fixed fee of 10% of the principal amount of the contract. In addition, the Client will bear the costs already incurred by the Contractor related to the contract. In the event of cancellation, The Client is not entitled to any goods and equipment.
3. The Contractor reserves the right to, subject to renunciation of his rights under this Article, lodge a claim against the Client in accordance with the rights which the law affords him.

ARTICLE 11 LIABILITY

1. Except for gross negligence, the Contractor is not liable for any damage suffered by the Client or whatsoever.
2. The Contractor is not obliged to pay directly or indirectly suffered damage, whatsoever arising to property of the Client, or arising from defects of goods delivered by the Contractor.
3. The Contractor is not liable for damage caused by its staff or engaged by assistants, unless the damage was caused by gross negligence or gross negligence of persons for whose acts the Contractor is liable.
4. Should a Contractor legally be held to any liability, the amount of the liability will be limited to the invoice amount of the contract or the value of the delivered goods or equipment which the liability is associated.
5. The Client is obliged to indemnify the Contractor or to indemnify in respect of all claims for damages, which the liability of the Contractor in these conditions is excluded in the relationship with the Clients.

ARTICLE 12 WARRANTY AND ADVERTISING

1. Complaints about quality, type or quantity of the goods delivered, etc. need to be accepted by the Contractor only if they are listed on the delivery or completion documents and they shall also be submitted within 14 fourteen days after receipt by the Contractor of the Clients registered letter. Article 6, paragraph 6, 7 and 8 continue to apply in this case.
2. The Client will in no event assert after the Client has taken a portion of the goods in use, a claim against the Contractor has worked or processed or delivered to a third party.
3. Returns are only accepted by the Contractor prior to his approval and transport costs paid by the Client.
4. If the complaints are made in by the Client timeously and prove to be correct, the Contractor is entitled to re-delivery without price and reimbursement of shipping costs incurred.
5. For the re-delivery of the returned goods and/or equipment The Contractor is granted an reasonable period, such with consideration of the fact that the Contractor can perform its work normally and are delivered on time by its required materials.
6. In the event of re-delivery any right of the Client to compensation or otherwise which there might be relating to the delivery has been replaced with the re-delivery.
7. With regard to the granting of any warranty by delivering goods, the Contractor expressly stipulates that no further guarantees are granted in respect of goods which are not manufactured by the Contractor by the supplier of the Contractor for these goods / equipment.

ARTICLE 13 FORCE MAJEURE

1. Circumstances beyond the Contractor's control, which are of such a nature that compliance or further fulfilment of the contract cannot be required, including special weather conditions, including snow and ice, strikes, government measures, war, mobilization, transport barriers, machine breakdown and all circumstances that the fulfilment of the agreement seriously hamper as Force Majeure.
2. In the event of Force Majeure, the Contractor shall be entitled at his discretion, either to extend the delivery period by the duration of the obstruction, or to cancel the agreement, without the any rights to any compensation by the Client.
3. If the Client claims compensation due to a Force Majeure event, the Client will lodge the claim in writing, whereas the Contractor is obliged reply in writing within 8 eight days.

ARTICLE 14 DISPUTES AND APPLICABLE LAW

All disputes arising from offers, contracts, deliveries and services are subject to the judgment of the civil court in the district of residence or business of the Contractor. All contract offers made under these general terms and conditions is applicable to the Dutch law.