

L. van Hagen Afdichtingen

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General conditions

L. van Hagen Afdichtingen

Filed with the Chamber of Commerce Leiden registration number 68164483

Based in Leiderdorp, The Netherlands

Article 1 – General

1. These general terms and conditions apply to all agreements of purchase and sale in the broadest sense of the word, which are being formalized by us.
2. Deviating terms only apply if the buyer and the seller have agreed in writing and then only for the agreement under which they were made. Otherwise, the following conditions remain in force.
A reference by a buyer to his own purchasing-, tendering- or other conditions is not being accepted by the seller.

Article 2 – Quotations

1. All quotations are made without any obligation and have a limited validity of 14 days unless confirmed otherwise by us.
2. Information stated in catalogues, images, drawings, size and weight statements, etc. are not binding, except insofar as they are expressly included in a contract signed by the parties or an order confirmation signed by the seller.
3. Drawings, quotations, images, samples, models, and as such provided by us remain our property and may not be copied, shown or made available to competitors or third parties without our written permission.

Article 3 – Agreement

1. An agreement is only valid after the seller has accepted an order in writing (order confirmation). Verbal commitments and/or agreements made by subordinates of the seller do not oblige him.
2. In case of no written acceptance of an order in advance, for example in the case of direct sales from warehouse, the invoice functions as order confirmation as referred to in art. 3 paragraph 1.

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Article 4 – Prices

1. The prices quoted are exclusive of sales tax and apply to delivery from Leiden, with the provision that at least € 5.00 per item is charged for stock articles and at least € 10.00 for assembled articles, while a minimum of € 22.50 per order is calculated.

2. If one or more cost pricing factors (exchange rate changes, legal wage increases, purchase price increases) rise in the time between the offer date or order date and the delivery date, the seller is entitled to increase the agreed selling price accordingly.

Article 5 – Delivery and delivery period

1. Products travel at the expense and risk of the buyer. Without timely instruction regarding the mode of transport, the seller is free to choose the type of transport.

2. The seller reserves the right for partial deliveries and to invoice these partial deliveries accordingly.

3. The delivery period stated by the seller is indicative. Exceeding the specified delivery period for whatever reason does not entitle the buyer for compensation or cancellation of the agreement, unless both parties have explicitly agreed on a deadline and mutually confirmed this in writing. In that case, the seller is only in default after the buyer has given him notice of default in writing.

4. Complaints regarding delivered goods must be submitted in writing within 8 days after delivery, but before installation and/or any processing or resale.

5. The seller reserves the right to deliver 10% more or less than ordered for those goods that cannot be delivered from stock.

Article 6 – Molds

1. Moulds, necessary for the manufacturing of products according to drawings or samples from the buyer, remain the full property of the seller, even after (part of) the mold costs have been calculated. This also applies to molds that the buyer has manufactured according to our technical specifications and information.

Article 7 – Payments

1. Payment for delivered goods must be made upon delivery or, if agreed, net cash within 14 days after the invoice date. In the event of late payment, we have the right to charge legal interest from the due date. All judicial and non-judicial collection costs are at the expense of the buyer. In case of reasonable doubt about the payment capacity of the customer, the seller is entitled to suspend shipment of items and demand payment in advance. In the event of refusal, the seller has the right to terminate the agreement without judicial intervention or any further notice of default.

Article 8 – Risk and transfer of ownership

1. Immediately after delivery, the buyer bears the risk for all direct and indirect damage that may occur to or by the product. Ownership of the product is only transferred to the buyer when the relevant invoice, including interest and costs, has been paid in full. Until that time, the buyer is not entitled to pledge the goods to third parties or to have them serve as security. Where appropriate, the seller will be entitled to unhindered access to the delivered product and will be given the opportunity to exercise the retention of title by taking back the goods.

Article 9 – Warranty

1. The seller guarantees the warranty of the delivered seals for a period of 6 months. If any defects nevertheless occur within this period, the contractor will either arrange for repair or replacement of equivalent new items or for compensation up to a maximum of the invoice value of the delivered products, upon receipt back in its original condition. The warranty obligation expires if the buyer has not fulfilled his payment obligation.

2. The shelf life in years of the delivered products depends largely on the raw material and the method of storage at the customer and is therefore only stated by the seller upon explicit request and with reservation.

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Article 10 – Liability

1. The seller is not bound to compensate business losses or any other direct or indirect damage due to delayed, incorrect or defective delivery of ordered goods, unless there is intent or gross negligence on the part of the seller.
2. If the other party believes that the seller does not meet its warranty obligations, this does not release the other party from its obligations arising from the relevant or other concluded agreements.
3. If the seller's liability is determined on the basis of legal provisions, it will be limited to the insured or reasonably insurable part. Liability is excluded for the part that is not insured or reasonably uninsurable.
4. The seller is not liable for defects which are the result of, for example, the use of unsuitable and/or contaminated oils, lubricants and compressed air, dirt in the system or an aggressive environment. The seller is also not liable if the buyer uses the delivered products in applications other than intended for this purpose, exceeds the maximum environmental values, or does not maintain the correct sizes.
5. Parts that are taken into storage, for example to determine the correct dimensions of the desired seal, remain with the seller at the expense and risk of the owner.

Article 11 – Returns / exchanges

1. Items that are no longer in the unopened original packaging cannot be exchanged or returned, because damage is difficult to observe with elastomer seals.

Article 12

1. All agreements concluded under these conditions are exclusively governed by Dutch law.
2. The seller is not responsible for errors in drawings, sketches and advice provided.
3. No liability is accepted for technical advice, paid or unpaid, regarding seals or applications.