

GENERAL SALES AND DELIVERY CONDITIONS

Article 1 – General

1. In these conditions 'Purchaser' means, a client who orders products directly delivered by and/or services directly performed by TeleflexGFI Europe B.V.. 'Purchaser' also refers to aforementioned client's representative(s), mandate holder(s), right holder(s) and successors.
2. In these conditions 'Vendor' means TeleflexGFI Europe B.V.
3. These conditions apply to all Vendor's offers, quotations, invoices, order confirmations, deliveries, sales and performed services, concluded with or carried out on behalf of Purchaser.
4. None of Purchaser's terms and conditions is applicable to the agreement between Vendor and Purchaser, unless otherwise agreed in writing.

Article 2 – Offers

1. All offers made by Vendor, in any form whatsoever, are subject to contract and have no binding effect, unless written notice to the contrary is given.
2. Received orders, including the acceptance of any invoice, will only have binding effect on Vendor after Vendor has accepted these orders in writing or after these orders have been carried out by Vendor.
3. Any factual data provided as part of an offer or in any prospectus or price list etc. is published as accurately as possible, but provides only a general representation of the products offered and will only have binding effect on Vendor in case this is explicitly confirmed in writing by Vendor.
4. Verbal agreements and/or promises will under no circumstances have binding effect on Vendor.
5. Offers made by a representative and/or an intermediary of Vendor, will only have binding effect on Vendor in case an authorised person acting on behalf of Vendor has confirmed the offer in writing.
6. Vendor reserves the right to refuse any order without having to specify the grounds, except in case the order is a result of a binding offer.

Article 3 – Prices

1. Prices are based on cost prices, taxes, levies, etc. that exist at the time when the offer, including the quotation is submitted.
2. Vendor reserves the right to execute price changes according to the changes in cost prices, taxes, levies, etc. and in case new taxes are introduced. Vendor shall give written notice to Purchaser of its intention to execute price changes. Purchaser is entitled to terminate the agreement within five days after aforementioned written notification of Vendor.
3. In case an order is issued without any agreement on the price, this order will be fulfilled at the price that Vendor applied on the date the order was received.

Article 4 – Payment Conditions

1. Purchaser will make payment for the products and services without any discount, any claim of compensation or offset, unless otherwise indicated on the invoice.
2. Payments are made in accordance with the payment conditions indicated on the invoice.
3. Vendor has the right to deliver products on a C.O.D. or cash basis only.
4. Payment shall take place within fourteen days after the date of the pro-forma invoice, unless the pro-forma invoice indicates otherwise.
5. In case Purchaser fails to make payment on time, Vendor shall have the right to suspend, or to its choice, to cancel all current delivery obligations. In addition Vendor shall have the right to charge Purchaser a mandatory interest based on article 6:119a par. 1 of the Dutch Civil Code, from the day after the date due as mentioned in paragraph 4, until the day payment takes place.
6. Vendor is at all times entitled to request a security deposit to secure Purchaser's prompt and full compliance with its purchase obligations. This request will be made on the pro-forma invoice.
7. The administrative costs amount to a minimum of 20% of the invoice amount due.

Article 5 – Delivery

1. Statements of delivery times given by Vendor are in all cases approximate only, unless expressly agreed otherwise.
2. Vendor is in default in case it has exceeded an explicit agreed delivery time. In case of an approximate delivery time, Vendor is in default only after Purchaser has put Vendor on notice by facsimile or registered mail after the approximate delivery time has passed, and Purchaser has given Vendor fifteen working days to deliver, during which period Vendor has still not delivered.

Article 6 – Force Majeure

1. In the event of force majeure, Vendor is entitled at its discretion to suspend performance of its obligations or to terminate the agreement wholly or partly, without becoming liable for any losses or damage. Vendor shall give Purchaser written notice of aforementioned suspending or termination.
2. The term force majeure shall include all facts and/or circumstances which Vendor has not been able to foresee and which cannot be borne by Vendor according to generally accepted standards, and include, but are not limited to, war, threat of war, civil war, riots, floods, strikes, lock-outs, transport disruptions, fire, government measures (including in any event export and import bans) contingencies and operational disruptions affecting Vendor or Vendor's vendor.
3. Purchaser is entitled to request the court of law termination of the agreement when nineteen days after having received written notice of Vendor as referred to in paragraph 1 have passed.

Article 7 – Retention of property rights

1. The products delivered by Vendor remain the property of Vendor until Purchaser has fully complied with his payment obligations. The products delivered are indicated on the invoice.
2. Despite paragraph 1, all risks relating to the products delivered by Vendor shall be borne by Purchaser from the moment delivery has taken place.
3. Until payment is received for the products, Vendor remains fully entitled to these products and is authorised to reclaim these products without any need for putting Purchaser on notice and without intervention of the court of law. To the extent that costs are incurred in the reclaiming of the delivered products, these costs are charged to Purchaser.
4. Vendor is at all times entitled to obtain access to the delivered products which are still Vendors property, in order to inspect or reclaim these. Purchaser has the obligation to indicate to Vendor or to a by Vendor appointed authorised person the location where the products are stored and has to prepare the products for return to Vendor, unless full payment has been made in the interim.
5. Purchaser has to keep the delivered products in good repair. All costs for keeping in good repair shall be borne by Purchaser.
6. The products delivered by Vendor may be sold on or used by Purchaser in the normal course of his business, but may not be pledged or deposited as security against the claims of a third party.
7. In the event that Purchaser sells on products delivered by Vendor, which products have not yet been paid for, it shall transfer his claim against the second purchaser to Vendor up to the full amount which still has to be paid by Purchaser.

Article 8 – Assignment

Vendor is entitled to assign the agreement with Purchaser and/or the rights and obligations of the same wholly or partly to third parties. Purchaser is not entitled to take this action without the prior specific written approval of Vendor.

Article 9 – Default

In case Purchaser is in default, Vendor is entitled, without prejudice to its rights under the law and without prejudice to the provisions of article 4 of these conditions, to regard the agreement as terminated, without the intervention of a court of law, and to claim full compensation for damages, costs and interest based on article 6:119a paragraph 1 of the Dutch Civil Code from Purchaser. Purchaser is in default after Vendor has given written notice to Purchaser of its improper performance and has given Purchaser a period for repair, during which period Purchaser still has not performed.

Article 10 – Guarantee conditions and duration

1. Vendor's guarantee covers defects in products and workmanship only, and is limited to the repair, replacement or credit of the purchase price of the respective product at Vendor's sole discretion.
2. The guarantee period is 24 months after date of delivery but is limited to a maximum of 100.000 km.
3. The length of the original guarantee period is not extended as a result of any guarantee claim. Only in case of renewal of the products a new guarantee period of 24 months after date of delivery will commence.
4. Guarantee requests must be made within the stipulated guarantee period.
5. The products that have to be renewed, repaired or to be replaced, have to be returned to Vendor together with a completed return/guarantee request form and a copy of the invoice for the complete installation or separate parts concerned.
6. Returned products must be received within 4 weeks after receipt of the copies of the return/guarantee request form and the invoice.
7. Returned products must be unmodified.
8. Vendor will only accept pre-paid postage for returned products.
9. Products returned to Vendor not in accordance with the above procedure can be returned to Purchaser without postage being paid and without notification.
10. With the acceptance of the returned products, Vendor does not acknowledge any defectiveness, or any default of these products.

Article 11 – Guarantee exclusions

Applications for work under the guarantee will not be processed or will be rejected in cases where there is an instance of:

- The product is to be found non-defective (no-fault-found). In this case Purchaser will be notified and may arrange to have the product returned at his expense.
- Damage to and/or defects in the products resulting from using the wrong type of, an inferior quality of or contaminated fuel/fluids or customer applied chemicals.
- Incorrect use of the system or components of the same.
- Repairs and work carried out on the products by unauthorised service organisations or persons.
- Faulty operation of components which are not part of Vendors products, but which have caused the defect in Vendors products.
- Reinstallation of the products into a different car or vehicle.
- Non-compliance with the guarantee conditions and/or maintenance instructions issued by Vendor and the relevant vehicle manufacturer, importer, distributor or dealer.
- Removal of, damage to, or change of the model and type and/or serial number indications relating to Vendors products.
- A change to the odometer so that the correct number of kilometres driven cannot be established.
- Participation in car racing or rallies, etc.
- Collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle.

Article 12 – Exclusions of liability

1. Vendor excludes all liability for injury to persons, damage to vehicles and/or components of the same, damage to other objects and for any consequential damage, such as but not limited to extra travel costs, costs of overnight accommodation, towing costs, costs of replacement transport, fuel, loss of profits, etc., resulting from (using)Vendors products, unless Purchaser has proven that damage has solely and entirely been caused by a defect in Vendors products or in case Purchaser has proven wilful misconduct or gross negligence by Vendor.
2. Purchaser has to indemnify Vendor against claims from third parties for damage suffered from (using) Vendors products, unless Purchaser has proven the damage is solely and entirely caused by a defect in Vendors products or in case Purchaser has proven wilful misconduct or gross negligence by Vendor.
3. Vendor's liability arising from failure to deliver or failure to provide appropriate delivery will under no circumstances exceed the net invoice amount for the relevant product or products.
4. The liability will lapse if Purchaser fails to follow Vendor's directions in respect to the delivered products.

Article 13 – Independent authority

In the case of any dispute regarding the cause of damage and/or the defect in Vendors products, a binding recommendation will be requested from an independent body. This independent body will be selected in mutual discussions. The costs of the independent investigation will be charged to the unsuccessful party.

Article 14 – Information obligation

To be eligible for cover under the guarantee, Purchaser has to apply Vendors guarantee conditions in relation to its customers.

Article 15 – Other Provisions

Vendor reserves the right to make technical alterations to its products without being obliged to modify products delivered at an earlier date.

Article 16 – Disputes

The laws of the Netherlands apply to all sales agreements concluded with Vendor. All disputes which arise from or in connection with these agreements, excluding the disputes referred to in article 13 of these conditions, will be decided exclusively by the District Court of Utrecht, unless Vendor chooses an alternative competent court to hear these disputes.

Lodged with the District Court of Arnhem.

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