

GENERAL CONDITIONS OF CALEFFI INTERNATIONAL N.V.
(hereinafter referred to as “Caleffi”)
CoC 33.20.82.70

1. Applicability of general conditions

- 1.1 These general conditions are applicable to all offers, quotations and orders which may be given or, as the case may be, accepted by Caleffi, and to the contracts thus concluded and further contracts or juristic acts resulting from them, unless agreed otherwise in writing.
- 1.2 A reference by a customer to its own general terms and conditions shall be rejected by Caleffi unless the customer expressly rejects Caleffi’s terms and conditions before entering into any agreement. In the latter case, no contract shall be concluded before agreement on this has been reached. In other cases, any general conditions of the customer and other provisions printed on documents of the customer are hereby expressly declared not be applicable.

2. Offers and conclusion of agreement

- 2.1 All offers, quotations and prices of Caleffi are without obligation, and Caleffi is therefore entitled to revoke an offer, at the latest immediately after acceptance of the offer by the customer, without thereby being under any duty to pay compensation.
- 2.2 All illustrations, drawings and data concerning weights, dimensions, colours, etc. are approximate only. Deviations from reality may not give rise to compensation and/or termination.
- 2.3 Price lists, brochures, printed matter, etc. provided by Caleffi are subject to change and do not constitute an offer.
- 2.3. Agreements shall be concluded when Caleffi had received by return the fully signed agreement it has sent to the customer, or when Caleffi commences to perform its obligations under the agreement. The agreement shall be concluded for an indefinite period, unless expressly agreed otherwise. Amendments to agreements shall only apply if and to the extent confirmed in writing by Caleffi.
- 2.5 In case of a discrepancy between the order of the customer and the written confirmation of Caleffi, only the confirmation shall be binding.

3. Delivery

- 3.1 The delivery shall comprise the good or goods to be delivered, as described in the offer and agreed by the parties.
- 3.2 Delivery times and delivery dates are only approximate. If this period is exceeded, the customer shall not be entitled to any compensation or the right to dissolve the agreement, unless the parties have expressly agreed in writing that the stated delivery and/or completion date should be regarded as a deadline.
- 3.3 Delivery times shall be extended by the time that performance of the contract is impossible owing to force majeure. It shall also be extended by the time during which the customer is late in performing any obligation.

3.4 Unless the parties agree otherwise, the goods ordered by the customer from Caleffi shall be delivered by or on behalf of Caleffi to an address to be specified by the customer.

3.5 The risk with regard to the goods to be picked up (transported) shall pass to the customer as soon as the goods are ready for pick-up (shipment).

4. Taking of delivery, transport and unloading

4.1 Caleffi shall be free to choose how the goods for delivery will be transported, unless agreed otherwise or the customer collects the goods itself (or arranges for them to be collected) from the warehouse of Caleffi.

4.2 If the goods to be delivered are transported by or on behalf of Caleffi, the customer shall be obliged to unload the means of transport –or arrange for it to be unloaded- as quickly as reasonably possible after it has arrived at its destination.

4.3 Non-performance by the customer of an obligation referred to in the previous paragraph shall entitle Caleffi to store the goods at the expense and risk of the customer or, as the case may be, to keep them stored and to charge the costs hereof to the customer, without the customer being entitled to suspend payment of the agreed price.

5. Price

5.1 Unless expressly agreed otherwise, the prices shall be ex Caleffi's warehouse and are quoted in Dutch guilders / Euro, exclusive of Dutch value-added tax (BTW). The costs of packaging and the disbursements for freight and other related costs may be charged separately.

5.2 The freight costs connected with the delivery shall always be borne by the customer.

6. Payment

6.1 Unless agreed otherwise, the customer shall pay the agreed invoiced amount to Caleffi within the period specified on the invoice, without the customer thereby being entitled to any discount not expressly agreed or to the application of a set-off. If the payment period is not specified on the invoice, the customer shall make payment within 30 days date of invoice.

6.2 If the customer has not paid the agreed invoiced amount in full upon the expiry of the payment period, he shall be in default without any reminder or notice of default being required.

6.3 During the period that the customer is in default as referred to in the previous paragraph, he shall owe interest equal to the statutory rate of interest, plus 1.5%, on the part that has remained unpaid.

6.4 All costs, whether involving litigation or not, of collecting the amount owed by the customer, including the costs of legal assistance, shall be borne by the customer.

6.5 Payments made by the customer shall serve first to pay all interest and costs owed and subsequently to pay the invoices that are due and have been outstanding the longest, even if the customer states that they refer to a later invoice. Where invoices bear the same date, the payment shall be deemed to be in respect of each of them proportionately.

6.6 Before proceeding with delivery and services, Caleffi shall be entitled at any time to demand advance payment of up to 50% of the price or to demand the provision of a guarantee for 50% of the quoted price.

6.7. In the event of an intervention requiring Caleffi to come to the customer's site, Caleffi shall be entitled at all times to demand that the proforma invoice for this intervention be paid 100% in advance by the customer. Any difference between the actual price and the proforma invoice shall be corrected by Caleffi.

7. Reservation of title

7.1. Until the entire purchase price has been paid and the customer has fully discharged his obligations under the contract and in respect of claims for failure to perform such contracts, Caleffi reserves the title to all delivered goods as security for payment of what has been delivered.

7.2. If the customer fails to perform any obligation under the contract, Caleffi shall be entitled, without any notice of default being required, to retake possession of the goods, without prejudice to its right to claim reasonable compensation for the damage suffered and for loss of profit and interest.

8. Quality, guarantee and liability

8.1. Caleffi guarantees that the delivered goods will have the properties that are necessary for normal use and also the properties that are necessary for any special use which Caleffi has promised in the contract exclusively in writing.

8.2. Where any good is defective, the guarantee merely requires that it is either replaced or repaired - at Caleffi's discretion - free of charge.

8.3. The entitlement to a guarantee shall lapse if the reported defect has been caused by poor or defective maintenance, by wear and tear occurring as a result of normal use, by repairs, replacements and modifications made by third parties on behalf of the customer, and where there is force majeure affecting Caleffi.

8.4. Unless and in so far as the damage suffered has been caused by the intent or gross fault of Caleffi or employees of Caleffi, liability for loss of profits and consequential or indirect damages shall always be excluded.

8.5. In all cases in which Caleffi is obliged to pay compensation, this shall never exceed the maximum amount of the invoice value of the delivered goods by or in connection with which the damage has been caused, and, if the damage is covered by an insurance policy of Caleffi, the amount actually paid out by the insurer, unless a different rule of peremptory law applies.

9. Claims

9.1. Claims should be submitted to Caleffi in writing and expressly within 2 days of the delivery of the goods.

9.2. If invoices are handed to the customer at the same time as the goods, claims in respect of such invoices should be immediately submitted to Caleffi. If the invoices have been sent, claims in respect of such invoices should be submitted in writing and expressly to Caleffi within 14 days date of invoice.

9.3. After the expiry of the periods referred to in paragraphs 1 and 2 of this article, the customer shall be deemed to have approved the delivered goods or, as the case may be, to have approved the invoice. Thereafter the claims shall no longer be processed.

9.4. The submission of a claim shall never discharge the customer from payment obligations owed to Caleffi as described elsewhere in these conditions.

9.5. Defects in part of the delivered goods shall not entitle the customer to reject the goods in their entirety.

10. Breach of contract

10.1. If there are circumstances which prevent the performance of an obligation and which cannot be imputed to Caleffi (referred to hereinafter as force majeure), the obligations of Caleffi shall be suspended during the occurrence of such circumstances.

10.2. Both parties shall be entitled to rescind the contract by means of extra-judicial notice if the force majeure lasts longer than 7 days. No obligation to pay compensation shall arise as a result.

10.3. If Caleffi has partly fulfilled its obligations or has the opportunity to do so before the force majeure starts, Caleffi shall be entitled to submit a separate invoice for that what has already been or is about to be delivered.

10.4. Caleffi shall also be entitled to rescind the contract if the customer requires that Caleffi makes the delivery despite the occurrence of one or more circumstances which are such that performance of the contract is onerous for Caleffi. Such circumstances shall in any event include those that are deemed to constitute force majeure, as well as company blockades, strikes, forms of lightning industrial action and work-to-rules, lock-outs, transport difficulties, including a lack or cancellation of means of transport, import and export restrictions and power supply failures; such circumstances may occur either in Caleffi's business or in that of third parties from whom Caleffi has to obtain all or part of the requisite goods and/or materials.

10.5. If the customer wishes to exercise his rights arising from the non-performance, he must always give Caleffi the opportunity to make use of the power to rescind the agreement under article 10.4.

10.6. If the customer does not perform one or more of his obligations to Caleffi, is declared bankrupt, applies for a suspension of payments, proceeds to liquidate all his assets or his business, either wholly or partially, if assets of the customer are seized in any way whatever, either by way of execution or as a provisional measure, and, in a general sense, in all those cases in which circumstances come to the attention of Caleffi after the conclusion of the contract which gives it good grounds to fear that the customer will not perform his obligations, Caleffi shall be entitled to rescind or modify the contract(s) concluded with this customer, or the part thereof that has not yet been performed, by giving written notice to the customer without any judicial intervention being required, or to suspend performance of its obligation, without prejudice to the right to compensation for costs, damage and interest.

11. Disputes and applicable law

11.1. All contracts between Caleffi and the customer shall be governed exclusively by Dutch law.

11.2. All disputes resulting from or connected with a contract or the conclusion of a contract with a customer established in the Netherlands shall be heard by the competent court of the place in which Caleffi is established, unless the customer, within one month of the date on which Caleffi has claimed the benefit of the present clause, chooses to have the dispute heard by the court having jurisdiction by law.

12. Alterations

- 12.1. Alterations and additions to any provision of a contract and/or these conditions may be agreed only in writing.
- 12.2. If an alteration and/or addition as referred to in the previous paragraph is agreed, this alteration or addition shall apply only to the relevant contract, unless expressly agreed otherwise.

13. Language

- 13.1. The Dutch text of these general conditions shall prevail over any translation.

14. Filing

- 14.1. These general conditions of Caleffi International N.V. have been deposited with the Chamber of Commerce and Industry under number 33.20.82.70.