
General terms and conditions of sale and DELIVERY for Leppink BV and Leppink GmbH

You can download a copy of these terms on our website or www.fme.nl.

[Click here to download a pdfbestand of the terms and conditions.](#)

In the Netherlands

Different conditions are expressly rejected. All goods and materials travel, unless otherwise agreed, from the moment of dispatch at the risk of buyer or purchaser.

Outside the Netherlands

Different conditions are expressly rejected. All goods and materials travel, unless otherwise agreed, from the moment of dispatch at the risk of buyer or purchaser.

Prices

All our prices are excl. VAT. Deliveries are made in a manner determined by Leppink BV. The shipping cost and Packaging costs be passed on.

Freight costs:

Ex Works (EXW), Enter.

Advertising

Within 8 days after receipt of the goods. We can only accept returned goods after prior consultation. We cannot accept returns without our return number. Return shipments may be cost related. For more information about this; See our website www.lr.nl.

Important Safety Aspect

Always read the supplied operating and assembly instructions first.

Emballage

Including, unless otherwise stated

Betalingscondities

Forward or based on Cash on delivery

Copyright

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Changes

Price and assortment changes reserved.

Article. IGeneral

1. When these conditions form part of offers and agreements for the provision of deliveries and/or services by the contractor, All provisions of These conditions are in Force between the parties, provided that they are not deviated from by an explicit written agreement between the parties . A referral by the client to his own purchase or other conditions is expressly rejected by the contractor.
2. In These Terms and conditions:
 - Product: business, as well as services such as maintenance, repair, advice and inspection;
 - In writing: By means of a document signed by both parties or by a letter, fax or e-mail message or any other technical method agreed by the parties;
 - The contractor: The person who refers to these terms in his offer and/or order confirmation;
 - The client: the person to whom the offer and/or order confirmation is addressed;

These conditions shall also include:

- Service: The adoption of work.

Article. IIOffer

1. Any offer made by the contractor is without obligation.
2. Each offer is based on the execution of the contract by the contractor under normal circumstances and during normal working hours.

Article. IIIAgreement

1. If the contract is entered into in writing, it shall be established on the day of signature of the contract by the contractor or on the day of dispatch of the written order confirmation by the contractor.
2. If additional work is considered by the contractor in consultation, whether or not recorded in writing, with the client during the execution of the above the quantities expressly provided for in the contract or the order confirmation shall be supplied and/or affixed above or above the terms set out in the contract or expressly stipulated in the order confirmation .
3. Verbal commitments and appointments with employees of The Contractor shall only bind the contractor to the extent that they have been confirmed by him in writing.

Article. IV Price

1. The prices quoted by the contractor are exclusive of sales tax and other public charges falling on sales and delivery and are Based on delivery ex-factory according to Incoterms on the date of offer, except insofar as These Terms and conditions otherwise determined. "Factory" means the company premises of the contractor.
2. If, after the date of conclusion of the agreement, one or more of the cost factors undergo an increase- Even if this is due to of foreseeable circumstances-the contractor is entitled to increase the agreed price accordingly.
3. The agreement shall include the responsibility of the contractor to charge the additional work carried out by him, as soon as the amount to be charged to him is known. For the purpose of calculating additional expenditure, the rules provided for in paragraphs 1 and 2 of this article shall apply mutatis mutandis.
4. Unless otherwise agreed, cost budgets and plans will not be charged separately. If the contractor must make adjustments for any subsequent orders, the costs will be charged.
5. Packaging is not repossessed.
6. Costs of not being able to deliver to the client due to circumstances not being the fault of the contractor shall be passed on to the client.

Article. V drawings, calculations, descriptions, Models, Toolset. Intellectual Property

1. In catalogues, illustrations, drawings, measurements and weights, etc. . information listed are only binding if and as far as these expressly are entered in a contract signed by the parties or a order confirmation signed by the contractor. This information is therefore indicative to best knowledge.
2. The offer made by the contractor and the drawings, calculations, software, descriptions, models, tools, etc. produced or provided by the supplier. continue to be property, whether or not therefor charges are brought. The Intellectual property on the information, which is decided on or underlies the manufacturing and construction methods, products, etc., remain exclusively reserved to the contractor, whether or not therefor charges are brought. The Client Is therefor in that information, except for the implementation of the agreement, no other than with written permission from the contractor is shown, made known or used to third parties. If no costs have been calculated, all advice and other information is free of charge for the contractor. No rights can be derived from it.

Article. VI Delivery Time

1. The delivery time starts at the last of the following times:
 - a. The day of conclusion of the contract and RECEIPT of the payment, or order for delivery COD;
 - b. The products will be sent within two working days. No rights can be derived from late deliveries.
 - c. Not stock items can have a delivery time. The delivery time is communicated with the contractor. Most will return the delivery time upon receipt of a deposit. Especially if it concerns customer specific products. The deposit is usually 60% of the sales amount.

Article. VIII Control

1. The client will check the product for accuracy and inaccuracies within 14 days of delivery. Faulty deliveries are duly resolved by the contractor in consultation with the client.

Article. IX Risk-, Ownership Transition

1. Immediately after the product has been delivered, the client bears the risk for all direct and indirect damage, which may arise on or through this product, except for As far as the damage to intentional or deliberate recklessness of the contractor's employees belongs to the company's management is due.
2. The property of the product shall first be passed on to the principal when all the goods supplied by the client to the supplier for deliveries of Activities due, including interest and expenses, have been fully met by the contractor. This is in the case of an exceptional payment arrangement.
3. The contractor shall, where appropriate, be entitled to unhindered access to the product. The client will to the contractor all Cooperate in order to allow the contractor to exercise the retention of title as set out in paragraph 2 by repossession of from the product, including from the possibly necessary disassembly.

Article. X Payment

1. All payments must be made in the manner determined by the contractor without any deduction or offsetting.
2. If the client does not pay within the agreed deadlines, the price agreements made will no longer apply.

Article. XI Warranty

1. Without prejudice to the restrictions set out below, the Contractor shall ensure both the soundness of the product supplied by him (other than a service) and For the quality of the material used and/or supplied, in so far as it concerns inspection or acquisition tests defects to the delivered product, The client proved to be within 12 months After delivery have occurred only or predominantly as a direct result of an inaccuracy in the construction applied by the contractor or as due to defective workmanship or use of bad material. For factory faults (defects) a Warranty Period of 24 months.

2. Defects under the guarantee referred to in paragraph 1 shall be removed by the contractor by forwarding the defective component to The contractor, always for the choice of the contractor. All expense from Disassembly and assembly/installation, are for Account from the Client . Repaired or replaced parts shall be subject to a new 6-month warranty, with the proviso that any guarantee Expires as soon as 12 months after delivery of the product or 24 months after the original delivery has elapsed.
3. The contractor may, on a proposal from or in consultation with the contractor, also send the product to the contractor's workshop for repairs at its expense. If there is a lack and/ or warranty within the stipulated warranty period, the product will be repaired or replaced and returned to the client at no cost.
4. Repair, overhaul and maintenance operations and similar services carried out by the contractor outside the warranty shall, unless otherwise Only guarantee the soundness of the execution of the tasks entrusted to it, for a period of 6 months. This warranty includes the single Obligation of the contractor to Case of inadequacy of the relevant work, as far as U noncarrier out-Ten.
5. No Guarantee is given for inspections, advice and similar services carried out by the contractor.
6. In any case, defects/gevolgen, which occur in whole or in part , are not covered by the guarantee/ Liability are from:
 - a. Failure to comply with operating and maintenance requirements or other than the normal use;
 - b. Normal wear and tear;
 - c. In particular, the following non-exhaustive overview: overloading the product, improper use, not adhering to the switching time, use in aggressive environments, neglected maintenance, no security against calamities such as e.g. a Emergency stop, etc. etc.
 - d. Installation or repair by the client or by third parties;
 - e. The application of any government prescription concerning the nature or quality of the materials used;
 - f. materials or cases used in consultation with the client;
 - g. Materials or cases provided by the client to the contractor for processing;
 - h. Materials, Business, working methods and Constructions, as far as the instructions of the order- giver have been applied, as well as by or on behalf of the Client supplied materials and goods;
 - i. Parts concerned by the supplier of third parties, provided that the third party has not supplied a guarantee to the contractor, or the warranty provided by the third person has expired.
7. If the client does not comply , not properly or not in time with any obligation, which is for him from the contract concluded with the contractor or from a Agreement , The Contractor shall, in respect of None of these agreements, be bound by any warranty – whatever is called. If, without the prior written approval of the contractor, the client disassembles, repairs or other work relating to the product or proceed, any claim under warranty will lapse.
8. Complaints in respect of defects shall be made as soon as possible after the discovery there of, and within 14 days after the expiry of the guarantee period in written Form to be made, when exceeding which time limits each claim against the contractor for Such defects expires. Legal actions must be brought under penalty of expiry within one year of timely advertising.
9. If the contractor replaces parts/Products for satisfaction with his warranty obligations, the replaced parts/Products shall be owned by the contractor.

10. The allegedly non-compliance by the contractor of his guarantee obligations does not relieve the client of the obligations which resulting from any agreement concluded with the contractor.

Article XII Liability

1. The liability of The Contractor shall be limited to fulfilment of the guarantee obligations set out in article XI of these conditions. If the contractor does not, within a reasonable time, its obligations arising from Ataxias been fulfilled, the Client make a final, appropriate period in a written communicationforthe fulfilment by the contractor of these obligations. The maximum liability is the purchase amount. This with explicit rejection of the purchase terms and conditions of the client. In spite of any claims despite the Maxime Ring, all costs will be borne by the client.
2. If the repair work under paragraph 1 is not carried out successfully, the
 - a) The client is entitled to a discount on the price agreed upon for the product in proportion to the depreciation of the product, with provided that this reduction does not exceed 25% of the Price agreed upon for the product Can amount to, or
 - b) if the defect is so serious that the client is largely deprived of the benefit of the contract by means of a written communication to the customer, the contractor dissolve the agreement. The client will then be entitled to a refund of the price paid for the product delivered, but no reimbursement of damage suffered by him.
3. Unless intentional or deliberate recklessness, all liability of the contractor for defects in the delivered product and inrelatedwith thedelivery, such as fordamage by exceedingfromtheDelivery Timeand bynon-delivery, forDamage Ifresult ofliability towards third parties,for Loss of business, consequential and indirect damages, andforDamage Ifresult ofany unlawful act or omissionvan (Employees of the) contractor, etc., excluded.
4. The contractor is therefore also not liable for:
 - Infringement of patents, licenses or other rights of third parties;
 - Specific sometimes country own standards other than which the contractor has attached to its product (CE etc.)
5. The client is obliged to indemnify the contractor and to indemnify and hold harmless persons in respect of all claims of third parties for compensation of damages.

Article. XIII Force Majeure

Under force majeure , These general Terms and conditions shall mean any of the wishes of the contractor independent circumstance-even if it was already foreseeable at the time of the agreement to be concluded , which fulfils The agreement permanently or and, as far as is not already understood, war, danger of War, civil war, riots, strikes, workers Closure, transport difficulties, fire, terrorism and other serious disturbances in the company of the contractor or its suppliers.

Article. XIV suspension and dissolution

1. In The event of an obstacle to the execution of the agreement by force majeure, the contractor shall be cuisine-TIGD without judicial intervention or the execution of to suspend the agreement for a maximum of six months or to dissolve the agreement in whole or in part without any compensation being paid Will be. During the suspension the contractor is competent and at the end of which he is obliged to choose for execution, if possible, or for Total or partial dissolution of the agreement.
2. If good ground exists for the fear that the Client is not able or willing or will be able to fulfil his contractual obligations Against the contractor , and in case of bankruptcy, moratorium of Payment, cessation, liquidation or whole or partial transfer ofthe companyfromtheClient, is the contractor entitled to take appropriate security in respect ofall contractual obligations (whether or not due)Obligations ofthe Client toDesireand inpending such securitytheimplementation ofsuspend the agreement. Atdefaultfromguarantee within a reasonable time limit set by the contractor, the contractor is entitled to dissolve the agreement in whole or in part. The Contractor has these powers next to are other Rights under from the Law, the agreement and these conditions.
3. If the client fails to comply, not in good time or not properly with any obligation, which is for him from the contract concluded with the contractor or from an Agreement, The Contractor shall also be entitled to suspend the performance of the contract .
and/or dissolve the agreement.

Article. XV disputes

Any disputes which may arise as a result of an agreement, to which these conditions apply in whole or in part or in response to further agreements result will be settled by the competent Dutch judge. If the law does not provide for the jurisdiction of a Dutch judge, The court of the district of the contractor competent.

Article. XVI applicable law

All agreements, to which these conditions apply in whole or in part, shall be governed by Dutch Law, applicable to the Kingdom in Europe. The applicability of the Vienna Sales Convention is excluded.