



WOMAX B.V.

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General sales, delivery and payment terms 2020.

Subject to property:

Delivered goods still remain to property of Womax BV until entire invoice amount is paid, even in case of execution or seizure. By threat of these issues, the customer is obliged to notify Womax BV immediately.

In case the goods are not paid entirely, the goods may not be assigned, pawned, rent or leased, loaned or moved without written permission of Womax BV, otherwise the full invoice amount will be claimable.

At event of default, Womax BV can retrieve delivered goods without judicial intervention, and can claim reimbursement for suffered damage.

Goods on consignment or made available for promotions and exhibitions, remain property of Womax BV and must be insured on all-risk base by the beneficiary.

Prices:

All prices published are excluding VAT.

Verbal and written quotations, even as prices specified in catalogues, pricelists and on internet websites are subject to confirmation, until official written confirmed.

Payment conditions:

Payment of invoices from Womax BV must be complied according to the confirmed written conditions at order.

In general advance payment, unless otherwise written agreed.

At violation of the agreed payment terms, loss of interest, collecting expenses, legal and extrajudicial costs shall be charged to buyer.

Purchase conditions:

Own purchase conditions or other different conditions than agreed and written confirmed by Womax BV, will not be accepted under any circumstances.

By placing orders or signing the orderconfirmation of Womax BV, the buyer is obliged to respect the prices, payment conditions and delivery terms of Womax BV.

Delivery terms and sales conditions:

Free deliveries in The Netherlands and Belgium are for invoice amounts above €1000,-, otherwise transport-, packing- and administrations costs will be charged.

Export orders are based on ex-works delivery, unless otherwise agreed and written confirmed by Womax BV.

Reclamations regarding delivered goods, need to be done to Womax BV, written within 48 hours after receipt of goods.

Observable damage at the packing must be described on the packinglist and bill of lading, and Womax BV need to be written informed on the same day of signed packinglist or bill of lading.

The goods are insured against damage by Womax BV during transport in case of free delivery conditions.

Damage caused during unloading the goods are for responsibility of the receiver.

In case of ex-works conditions, the receiver of the goods is responsible to insure the goods during transport.

Womax BV will be as accurate as possible to respect the given confirmed deliverytime.

For delay in delivery, beyond control of Womax BV or in case of force majeure, cancellation of the order, refusal of the delivery, liability, injury compensation or settlement of payment shall not be accepted by Womax BV.

In case the buyer refuse the delivery, the agreed payment obligations remains and additional costs shall be charged to the customer.

Termination of cooperation:

(Private label/contract) customers or customers with specific model requirements, with forecast or planning orders placed from 2 months in advance, have the obligation to take off the products, exact quantity of the forecast or placed planning orders, for a period of 3 months after the date of written termination if the cooperation is terminated due to other reasons than clearly identifiable quality problems.

The customer is obliged to inform Womax BV by official written letter where clearly explain the reason for determination of the business relation.

The customer is obliged to purchase the stock present at the date of written termination, reserved and produced according to their specific requirements or made with their private label.

Besides, special ordered components/spareparts designed and intended for customers specification or private label design, should be obliged acquired for the current prices according to the applicable spareparts lists of Womax BV.

In case of impending termination due to provable technical failures in the products, Womax BV has the right, for a period of 2 months after receipt of written intention to terminate, to resolve the issue or offer an alternative, before the definitive termination shall takes place.

Warranty:

Warranty applies only to construction and manufacturing faults on the product.

If incorrect use or improper cleaning of the product, the warranty expires and repairing costs will be charged to the customer.

The warranty period covers 12 months from date of invoice, spareparts only.

Returns:

Returns of products must be notified in writing by the customer, by fax or email.

Only after written confirmation from Womax BV, the product can be returned.

Deviations:

Dimensions, weight, material thickness, technical details etc. are mentioned in our documentation as accurate as possible.

Deviations reserved.

Extreme deviations will be written communicated to customers for approval.

Disputes and applicable law:

All transactions, agreements, contracts and export orders are governed by Dutch law, as well our sales, delivery and payment terms.

Liability:

The product liability is the responsibility of the re-seller.

Womax BV keeps the right to cancel or postpone accepted orders if delivery can not take place due to force majeure or default or bankruptcy of suppliers, without being held responsible.

Womax BV can not be held responsible for faults, defects, damage, injury due to incorrect use or wrong installation of the product.

Products are made in accordance with CE rules, which not legally binding.

Copyright:

Nothing of our catalogue or website photo's , text or product information may be copied without written permission of Womax BV.

Date: 1/1/2020

Company name and stamp for acceptance: Womax BV - Euromax

Place: Dordrecht

Name responsible person: M. van der Plank

