



*"steengood in stainless"*

M.S. STAINLESS LOGISTICS B.V.

## **GENERAL CONDITIONS**

1. These general conditions are applicable to all business acts, offers and agreements between companies belonging to the M.S. STAINLESS INTERNATIONAL GROUP HOLDING BV, referred to hereinafter as "MSS", and all of our business partners ("BPs"), unless expressly otherwise agreed on in writing. General conditions of third parties shall not be binding on us, unless expressly declared applicable by us in writing.
2. That will also apply if BPs send us agreements, enquiries, orders, offers, order confirmations or whatever correspondence in which explicit reference is made to the conditions of BPs. We consider those as business propositions with our general conditions continuing in full force unless we have accepted the applicability of the conditions of BPs in writing in specific cases.
3. Commercial terms used in correspondence, offers, agreements or otherwise shall be interpreted according to the International Code for the Interpretation of Commercial Terms drawn up by the International Chamber of Commerce (ICC Incoterms) as applicable at the time of conclusion of the agreement, and to the extent not contrary to these general conditions.
4. All our offers are without prejudice and subject to contract. Offers, price lists or any other statements shall not be binding on us. No agreement shall have come about until we have declared the agreed prices and conditions to be applicable by means of a written order confirmation.
5. If an order from a BP and our written confirmation deviate, only our confirmation shall be binding.
6. Prices stated by us shall be based on prices being current on the day of the offer. We shall be entitled to charge the effects of changes in wage/price ratios and in exchange rates that occur after the date of the offer.
7. Delivery periods stated by us are approximations only. If a delivery period is exceeded, BPs shall not be entitled to damages nor to dissolution of any agreement entered into.
8. All changes in contracted work, whether or not caused by further instructions from the client, by changes to the design or by differences between the supplied data and the actual design shall be regarded as additional work if more costs arise therefrom, and shall be charged as such.
9. Force majeure shall mean any unforeseen circumstance that delays or impedes the performance of the agreement, such as strikes, lockouts, government interventions, transport problems, non- or faulty delivery by a subcontractor, etc.
10. Goods shall always be transported at the risk of the client unless otherwise agreed on in writing.
11. If we contract work on a cost-plus basis without fixed term set, the client cannot cancel the work unless in writing, subject to 14 days' notice.
12. All drawings, samples, pictures or other documents provided within the framework of offers or orders remain our property. It is not allowed to make available for inspection by others any drawing, sample, picture or any other document, neither in full nor in part, nor to reproduce these for own use, without our express written permission. MSS warrants to its clients that it shall never make available for inspection by, or hand over to, any third party any confidential information, drawings, samples or any other documents supplied to it, nor to reproduce these without having obtained express written permission to do so.
13. Both MSS and the client shall refrain from contacting each other's employees other than through the normal channels for that purpose.
14. Payment shall be made within 30 days of invoice date into the designated bank or giro account without any discount or setoff. If we have not received payment within the prescribed term, we shall be entitled to:
15. take back, just like that, any materials or other movable goods supplied by us, and to offset the proceeds from any such good to be sold, at our option, against that which the client may owe us under the agreement(s) entered into, without prejudice to the client's obligation to make good any adverse balance, including any expenses incurred.
16. charge interest at a rate of 2% above the Dutch central bank's promissory discount rate on the principal, or the unpaid part thereof, payable to us as from the day of failure.
17. charge all judicial and extrajudicial costs we have to make in respect of the non-payment and everything arising therefrom.
18. To the extent not deviated from here, the General Delivery and Payment Conditions of the Metaalunie, as filed with the Registry of the District Court in Rotterdam on 1 January 2001, as amended, are applicable.
19. All of our agreements, including those with clients abroad, shall be exclusively governed by Dutch law.
20. Any disputes arising from the agreement or from our General Conditions shall be settled by the competent court in the District of Leeuwarden.
21. MSS can never be held liable for any damage to any third-party property worked on by, or on the instructions of, MSS.
22. As for our offers, deliveries and agreements, we assume that they are governed by practice being customary in the Netherlands. If practice in the client's country is different from Dutch practice, we shall be indemnified therefrom unless the different practice has been accepted by us in writing.
23. **Our GENERAL PURCHASE CONDITIONS, as filed with the Registry of the District Court in Leeuwarden, as amended, form an integral part of these GENERAL CONDITIONS.**

### **M.S. Stainless International Group**

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