



# Intraco Trading bv

Noorddijk 88, 1521 PD Wormerveer, The Netherlands,  
phone (31)75 647 54 20, fax (31) 75 647 54 39, www.Intraco.nl,  
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**General Terms and Conditions of Intraco Trading bv., import and export wholesaler in general goods, as well as advice in the area of management and organisation.**

## **Article 1. Definition**

- a. In these conditions, INTRACO Trading bv is understood to mean: the import and export and wholesale trade in general goods as well as advice in the area of management and organisation, established in Wormerveer.
- b. In these General Terms and Conditions customer is understood to include those at whose instruction and at whose expense services are performed.

## **Article 2. Application**

With the exclusion of customers' General Terms and Conditions these conditions apply to:

- a. All offers, purchase agreements and deliveries of goods
- b. All offers and agreements regarding services performed by INTRACO Trading bv for customers and between INTRACO Trading bv and customers respectively unless agreed otherwise in writing.

## **Article 3. Offers and prices**

- a. All offers given in official lists, circulars, advertisements, order confirmations, letters or in any form of publication or indicated in any way, are always subject to alteration without notice.
- b. Images, drawings, size and weight specifications etc., that are provided by INTRACO Trading bv are not binding for INTRACO Trading bv and are only intended to give a general impression of goods offered by INTRACO Trading bv.
- c. INTRACO Trading bv is entitled to charge unforeseen interim price increases, which in any case includes altered foreign currency exchange rates, on to the customer.
- d. With regard to the costs for INTRACO Trading bv arising from the prompt processing and supply of orders, INTRACO Trading bv reserves the right to charge a monthly surcharge to customers who consistently place small orders or wish to have goods delivered at times outside normal working hours, provided that the customer in question is notified to this effect in advance.

## **Article 4 Delivery**

Goods are delivered exworks, unless agreed otherwise.

## **Article 5 Off set system prohibition**

Unless agreed otherwise in writing, payment should be made in cash without discount or off setting the sum when goods are delivered, or by transferring payment to a bank or giro account indicated by us within 21 days of the invoice date.

The settlement date stated on our bank/giro statements is decisive and is thus deemed payment day.

## **Article 6 Transport**

INTRACO Trading bv is free in its choice of form of transport. If the customer wishes or stipulates a different form of transport, they will pay the extra costs. In that case, INTRACO Trading bv is not liable in any way for damage sustained during transportation.

## **Article 7 Payment**

- a. Payment must be made in euro by means of transferring the amount to the account stated on the invoice.
- b. Unless a different payment term has been expressly agreed, the customer must pay this invoiced sum within 21 days.  
If payment is not made promptly, the customer is in default without a notice of default being required. From the expiry day, the customer owes interest equal to the currently applicable promissory note discount of De Nederlandsche Bank, increased with 3% and with the generally applicable surcharges on current account credits on the invoice sum or unpaid part of the sum, currently applied by the Dutch commercial banks.
- c. If INTRACO Trading bv is required to call on a third party to collect the debt, all in and out of court costs, including the costs of legal counsel for INTRACO Trading bv, are charged to the customer.  
In any case, the out of court costs are considered to amount to at least 15% of the principal sum.
- d. INTRACO Trading bv reserves the right to deliver goods cash on delivery or to stipulate advance payment or to require security before delivery.

## **Article 8 Complaints**



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- a. The customer should check the goods on delivery to ensure they correspond with its order, and to check that the accompanying packing list tallies.
- b. Complaints are only dealt with by INTRACO Trading bv if they are received within 8 days of receipt of the goods, and are accompanied by a packing list submitted to INTRACO Trading bv. Once this term is over, the customer is considered to have approved of the goods or services provided. A complaint does not suspend the obligation to pay.

## **Article 9 Suspension prohibition**

The other party's obligation to pay is only suspended if and in so far as the complaint is deemed to be well founded, until the point at which the complaint has been dealt with.

## **Article 10 Prohibition of fiduciary transfer of title**

The goods can be sold on or used by the other party in the context of its usual business practice, but may not be given as collateral nor a security for a third party claim.

## **Article 11 Returning goods**

- a. Goods supplied by INTRACO Trading bv about which complaints have rightly been made, taking into consideration that stipulated in Article 8 are only taken back if and in as much as the goods are in the original packaging and condition as they were at the time of delivery.
- b. Articles with a sell by date are not taken back.

## **Article 12 Retention of title**

- a. INTRACO Trading bv remains owner of the goods it has sold or delivered until the customer has paid the purchase price of the goods and any interest and costs owing.
- b. Without prejudice to the right of recompense of costs and lack of earnings, INTRACO Trading bv is entitled to the immediate surrender of goods it has delivered if the customer is in default of its obligation to pay.

## **Article 13 Liability**

INTRACO Trading bv accepts no liability of whatever nature for goods and articles of third parties it has sold or delivered or services it has provided, unless the customer demonstrates that the damage is caused by an intentional act or gross negligence on the part of INTRACO Trading bv.

## **Article 14 Force majeure**

- a. Force majeure is understood to mean:  
Any conditions independent of the will of the parties, or unforeseen, with which compliance with the agreement cannot be reasonably expected of the other party.
- b. If, in our opinion, the force majeure is of a temporary nature, we are entitled to suspend the implementation of the agreement until the circumstance resulting by the force majeure no longer applies.
- c. If, in our opinion, the force majeure is of a permanent nature, parties can reach an agreement on dissolving the agreement and the consequences linked to it.
- d. We are entitled to demand payment of the services performed in the implementation of the agreement in question, before the circumstance that caused force majeure became apparent.
- e. The party that believes that it is, or will be, in circumstances of force majeure must immediately inform the other party to this effect.

## **Article 15 Dissolution / contingencies.**

In the event that the other party

- a. Declares bankruptcy, assigns its estate, applies for a moratorium or if its property is wholly or partly attached.
- b. Deceases or is placed under curatorship.
- c. Fails to meet the obligation resting on it in accordance with the Law or with these conditions.
- d. Fails to meet all or part of an invoiced sum within the set period.
- e. Strikes, or transfers its company or a principal part of it, including the capital of its business in a company that exists or is to be founded, or alters the purpose of its company.
- f. Notifies us of its intention to sell the object within or to which we (must) perform our activities,



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We have the right, in the event of any of the above-mentioned circumstances, to consider the agreement dissolved without any legal intervention being required or to claim in full any sum owing by the other party on ground of services provided by us, immediately and without requiring any warning or notice of default, in its entirety, without prejudice to our right to recompense of damages, interests and costs.

## **Article 16. Disputes**

All disputes between INTRACO Trading bv and its customers, shall be presented to the competent court in Alkmaar or according to the choice of INTRACO Trading bv, to the competent court in the city of the customer. Netherlands law applies.

INTRACO Trading bv

O. van der Spruit

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