



General conditions of sale BQ FCA Beheer

Article 1 General

1.1 For the purpose of these general terms and conditions “the buyer” is defined as any (legal)person that enters into negotiation and/or concludes contracts with BQ FCA Beheer UA in relation to products and services to be supplied by BQ FCA Beheer UA.

1.2 These general conditions are applicable to all of our offers and quotations and orders and contracts that have been or are to be implemented. BQ FCA Beheer UA expressly rejects the applicability of the buyers’ own general conditions or other general conditions.

1.3 Deviations from these general terms and conditions shall only be binding to BQ FCA Beheer UA if BQ FCA Beheer UA and the buyer have expressly agreed upon those deviations in writing.

Article 2 Contract

2.1 All offers and/or quotations are subject to contract. A contract shall be deemed to have been formulated once an offer and/or quotation made by the buyer is accepted by BQ FCA Beheer UA in writing. An order placed by a buyer with BQ FCA Beheer UA shall not be binding to BQ FCA Beheer UA until BQ FCA Beheer UA has confirmed that order to the buyer in writing.

2.2 In the event of the buyer requiring changes to a contract’s implementation after it has been formulated, BQ FCA Beheer UA shall be free to decide at its own discretion whether and, if so, under which (further) conditions those changes can still be accepted within the framework of the contract.

2.3 Amendments to the contract of any nature whatsoever shall not come into force until they have been agreed in writing between BQ FCA Beheer UA and the buyer.

2.4 BQ FCA Beheer UA shall be authorised to charge to the buyer the additional costs that those amendments entail in the event of amendments of any nature whatsoever being made to the contract .

2.5 BQ FCA Beheer UA reserves the right in all cases to alter the structure and the composition of the products it supplies if and insofar as that does not essentially detract from the agreed quality of the ordered products.



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Article 3 Prices

3.1 The quoted and agreed prices are given in euros other than and in cases in which BQ FCA Beheer UA has made an exception in Canadian dollars, and do not include VAT. Other statutory payable taxes, levies and duties are not included in the price.

3.2 If the services and or products to be supplied by BQ FCA Beheer UA have a price lower than EUR 100 (or the equivalent in Canadian dollars), not including VAT, BQ FCA Beheer UA shall charge an order surcharge in the amount of EUR 15.

Article 4 Payment

4.1 Unless a different payment term has been agreed in writing, the buyer shall pay the entire invoiced amount by depositing it in or transferring it to a bank or giro account designated for that purpose by BQ FCA Beheer UA within thirty (30) days of the invoice date. Bank costs, if any, are for the account of the buyer.

4.2 In the event of the buyer failing to remit any payable amount within the set payment term, the buyer shall be held legally in default without any notice of default being required. From the due date of the invoice onwards the buyer shall be liable for the payment of statutory interest plus 3%, to be calculated from the (part of the) month over the outstanding amount.

4.3 Any costs, either judicial or extrajudicial, that are incurred by BQ FCA Beheer UA in order to enforce compliance with the buyer's (payment) obligations shall be charged in full to the buyer. The extrajudicial costs are set at 15% of the invoice amount, with a minimum of EUR 250, without any evidence of that being required. The aforementioned costs shall be payable from the time at which the claim is passed on to a lawyer, bailiff or debt collection agency, irrespective of whether the buyer has been informed of this.

4.4 The buyer is not authorised to deduct any amount from the invoiced amount or to set off any payable amount against any counterclaim that he has or alleges he has against BQ FCA Beheer UA, or to suspend his payment obligation.



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Article 5 Delivery Time

5.1 Unless express agreement is made to the contrary in writing, products shall be delivered from the manufacturer of BQ FCA Beheer UA.

5.2 BQ FCA Beheer UA shall make every effort to meet the agreed delivery times. Exceeding the delivery time shall not entitle the buyer to claim any compensation for any damages other than in the case of intentional act or omission or gross negligence on the part of BQ FCA Beheer UA.

5.3 Should it become clear that it will not be possible to deliver by the agreed time of delivery, BQ FCA Beheer UA shall inform the buyer of that without delay and shall also indicate the anticipated amount of time by which the delivery time will be exceeded.

Article 6 Transport

6.1 All payable transport and insurance costs shall be for the buyer's account, unless express agreement is made to the contrary between the parties.

6.2 The transportation of all products, including those transported in the name of BQ FCA Beheer UA, shall take place at the buyer's expense and risk.

Article 7 Retention of title

7.1 All products delivered shall remain the exclusive property of BQ FCA Beheer UA until the moment at which all claims of BQ FCA Beheer UA on the buyer, both those arising from the contract and claims by virtue of failure to comply with the provisions of such contracts, have been met in full by the buyer.

7.2 Notwithstanding the provisions of article 4 regarding payment, BQ FCA Beheer UA shall be entitled to repossess the products in the event of the buyer failing to remit payment of any payable amount in respect of those products that have been delivered under retention of title. The buyer hereby gives permission to BQ FCA Beheer UA or third-parties appointed for that purpose by BQ FCA Beheer UA to gain entrance to his business premises, warehouses, manufacturing halls, etc. for that purpose. The costs related to repossession of the goods shall be charged by BQ FCA Beheer UA to the buyer.

7.3 If the law of the country for which the purchased products are destined provides for further-reaching legal remedies for the retention of title than those stipulated above, those further-reaching remedies shall be deemed to have been stipulated in the favour of BQ FCA Beheer UA, subject to the proviso that if it is not possible to objectively ascertain which further-reaching regulations this provision relates to, the conditions stipulated above regarding retention of title shall remain applicable.



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Article 8 Guarantee

8.1 With due observance of the provisions set forth below, BQ FCA Beheer UA guarantees for a period of two (2) years after the production date as marked on the delivered products the soundness and quality of the products it has delivered, subject to the proviso that the guarantee shall never extend beyond the guarantee given by the manufacturer or the suppliers of BQ FCA Beheer UA. BQ FCA Beheer UA reserves the right to set a different guarantee period in writing.

8.2 With due observance or the provisions set forth below, BQ FCA Beheer UA guarantees the soundness and the quality of the services it has rendered for a period of two (2) years following their completion.

8.3 Minor deviations in quality, measurements and colour which are permissible according to normal practice in the trade, and normal wear and tear or products and parts thereof, cannot form the subject of a claim by virtue of this article.

8.4 The buyer shall only be authorised to lodge a claim against BQ FCA Beheer UA pursuant to this article if the buyer is able to submit a purchase receipt or an invoice specifying the delivered products or the rendered services to BQ FCA Beheer UA and provided that he has acted in accordance with the provisions of article 9 of these conditions.

8.5 The guarantees shall be null and void if the fault or the damage thus caused can be attributed to failure to observe the applicable directions for use, is the result of an installation other than described in the assembly manual supplied with the goods, which was not carried out by or on behalf of BQ FCA Beheer UA, is the result of mislaying the code or is the result of an outside cause or of inexpert use.

Article 9 Claims

9.1 Upon taking the receipt of the products and/or upon completion of the rendered services the buyer should verify whether the products and/or rendered services are in keeping with the order or the contract.

9.2 Claims concerning delivered products and/or rendered services must be lodged by the buyer to BQ FCA Beheer UA in writing within one week of delivery or completion. Concealed faults or damage must be brought to the attention of BQ FCA Beheer UA within a week of the buyer discovering the fault or could reasonably be expected to have discovered it. Claims concerning invoices must be lodged with BQ FCA Beheer UA in writing within one week of the invoice date at the latest. In the event of claims not being lodged within the stipulated time periods, BQ FCA Beheer UA will not accept liability.

9.3 The buyer shall give BQ FCA Beheer UA the opportunity to verify the products on which the claims are based in their original condition, on penalty of forfeiture of rights.



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Article 10 Settlement of claims and other conditions

10.1 In the event of a claim being received as provided for in article 9, BQ FCA Beheer UA shall at its own discretion ask the buyer to return the products (or have them returned) to BQ FCA Beheer UA or shall engage an expert to inspect the products at the buyer's location.

10.2 If BQ FCA Beheer UA has had products returned and, exclusively in the judgement of BQ FCA Beheer UA, the products are not sound and/or do not meet the set quality requirements, BQ FCA Beheer UA shall replace the products. The costs involved in the above shall be borne in full by BQ FCA Beheer UA if and insofar as BQ FCA Beheer UA has culpably failed to meet its obligations, unless the provisions of article 8.5 are applicable.

10.3 If BQ FCA Beheer UA has engaged an expert to inspect the products or services at the buyer's premises, the costs involved in that inspection (being the wage costs and travelling expenses) shall be paid in full by BQ FCA Beheer UA if and insofar as in the exclusive

Article 11 Liability

11.1 Other than in cases of intentional act or omission or gross negligence on the part of BQ FCA Beheer UA or its legal representatives, the liability of BQ FCA Beheer UA shall be limited to a maximum of the invoice value of the delivered products and/or the rendered services to which the claims judged to be well-founded related or relate.

11.2 BQ FCA Beheer UA cannot under any circumstances, including in cases of intentional act or omission or gross negligence, be held liable for any consequential losses of any nature.

Article 12 Dissolution

12.1 In the event of a buyer or BQ FCA Beheer UA being declared bankrupt or facing imminent bankruptcy, being granted suspension of payment, being granted a debt rescheduling arrangement or otherwise losing the disposition of his assets or parts thereof, the other party shall be entitled to dissolve the contract without legal intervention being required and without any notice of default being required.

12.2 Notwithstanding the provisions of the previous paragraph, BQ FCA Beheer UA further reserves the right to claim compensation from the buyer for any losses it has suffered, costs, interest and similar payments.



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Article 13 Force majeure

13.1 BQ FCA Beheer UA shall not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond its control and cannot be for its account by virtue of the law or generally accepted views.

13.2 In the event of the period of force majeure lasting for longer than two months or being certain to continue for that period of time, either party shall be entitled to dissolve the current contract or contracts without being obliged to pay any compensation for damages to the other party. In the event of a force majeure situation arising, the party affected shall inform the other party as such in writing, accompanied by the submission of documentary evidence.

Article 14 Intellectual property rights

14.1 Unless expressly otherwise agreed in writing, all intellectual property rights, including copyrights, model rights, patent rights, databank rights, trade name rights and trademark rights that are related to the products designed and/or manufactured and/or adapted products by BQ FCA Beheer UA and its employees for the implementation of a contract or contracts and other products that are available shall be held by BQ FCA Beheer UA, its licensors or its suppliers, irrespective of whether the buyer has paid for them.

14.2 If, contrary to the provisions of article 14.1, BQ FCA Beheer UA is willing to agree to transfer a right of intellectual property or industrial property, that undertaking can only be given in writing and explicitly.

14.3 The buyer shall exclusively acquire the user rights and powers expressly assigned by these general terms and conditions and/or the law and/or which arise from the order or orders placed with BQ FCA Beheer UA.

14.4 The buyer is not permitted to remove or to alter any indication of copyright, trademark right, trade name right or any other right of intellectual property from the products that have been made available to him, including indications concerning the confidential nature and confidentiality of the products that have been made available.



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Article 15 Conversion

15.1 In the event of a provision of these general terms and conditions proving not to be legally valid, the remaining provisions shall remain fully applicable. Any invalid stipulations shall in that case be replaced by stipulations which, in view of the intention of the parties, shall approach as closely as possible the tenor of the invalid stipulation.

Article 16 Choice of forum and competent court

16.1 All offers, quotations, orders implemented or to be implemented and contracts between BQ FCA Beheer UA and the buyer and negotiations in their regard shall be governed exclusively by Dutch law.

16.2 All disputes arising thereof shall be referred exclusively to the court with competent jurisdiction in the district of the place of establishment of BQ FCA Beheer UA or, to be decided at the discretion of BQ FCA Beheer UA, in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute or by the court with competent jurisdiction in the buyer's place of establishment.

16.3 The provisions set forth above shall not affect the ability of the parties to decide under mutual consultation to have disputes adjudicated by means of mediation, a binding opinion or by arbitration.

Article 17 Translations

The general terms and conditions are available in the Dutch, English and French languages; the Dutch text shall be binding in the event of any differences in content or tenor.