

General Terms and Conditions of Sale.

WAM Contracting, Spijkenisse, Netherlands · KvK 83816097 · VAT NL003874068B14. These terms accompany every quotation. Version 1.0.

These terms apply to every quotation, order confirmation and contract for the supply of goods by WAM Contracting, Spijkenisse, Netherlands, KvK 83816097 (the **Supplier**) to a business customer (the **Purchaser**). They are provided with every quotation and are available at wamcon.nl/terms. The Purchaser's own purchasing conditions do not apply, and a reference to them in an order does not make them apply. A departure from these terms is binding only where the Supplier has confirmed it in writing.

The Supplier sells to businesses. These terms are not written for consumers.

A quotation is valid for **30 days** from its date unless it states otherwise, and is subject to the availability of the goods at the manufacturer or the authorised distributor at the time the order is confirmed.

The Supplier identifies the part from the information the Purchaser provides: the **serial number of the unit**, a photograph of its nameplate, and any part number the Purchaser holds. The Purchaser is responsible for the accuracy of that information and for confirming that the part quoted is the part required. Where the same designation exists for more than one version of a machine, the nameplate photograph determines the version; where the Purchaser does not supply it, the Supplier quotes on the information given and the risk of a version mismatch rests with the Purchaser.

A contract is formed when the Supplier issues an order confirmation after receipt of the Purchaser's purchase order and the payment stated in the quotation. Sourcing begins on confirmation, not before. Parts ordered specifically for the Purchaser are ordered from the manufacturer on confirmation and cannot afterwards be cancelled or returned, except as set out in clause 11.

Prices are in **euro**, exclusive of VAT and of any duties, taxes or charges levied outside the Netherlands, and are for delivery **FOB (Incoterms® 2020)** at the Dutch port or the Supplier's warehouse named in the quotation, packed for export. Freight, insurance, pre-shipment inspection and legalisation of documents are not included; where the Purchaser asks the Supplier to arrange them, they are quoted and invoiced as separate lines.

A price is fixed for the validity of the quotation. Where a manufacturer changes its price or the exchange rate moves by more than 3% between quotation and order confirmation, the Supplier may requote before confirming.

Unless the quotation states otherwise, the contract price is payable **in full before the goods are released**, by bank transfer to the account stated on the invoice, net of bank charges. Where the Supplier has agreed a credit term in writing, invoices are payable within that term without deduction or set-off.

On late payment the statutory commercial interest under Article 6:119a of the Dutch Civil Code applies from the due date, together with the reasonable costs of collection. The Supplier may suspend sourcing, release or shipment while any amount is overdue.

Delivery is **FOB (Incoterms® 2020)** unless another term is agreed in writing. The goods are delivered when they are placed on board the vessel or, for air freight or collection, handed to the carrier or the Purchaser's forwarder at the named place. From that point the Purchaser bears the cost and risk of carriage, insurance, import clearance and duties.

Delivery dates are estimates derived from the manufacturer's stated lead time at the date of confirmation. The Supplier informs the Purchaser without delay of any change the manufacturer notifies. A change of lead time at the manufacturer, a delay in customs or transport, or a delay in an export licence is not a breach by the Supplier. Where delivery becomes more than eight weeks later than the confirmed estimate for reasons within the Supplier's control, the Purchaser may cancel the affected line and the Supplier refunds the amount paid for it; no further claim arises from delay.

The Supplier may deliver in instalments, each invoiced separately.

Risk passes in accordance with the agreed Incoterm. Title to the goods remains with the Supplier until the Purchaser has paid in full every amount owed to the Supplier under the contract and under any other contract between them. Until then the Purchaser holds the goods as bailee, keeps them identifiable and insured, and does not pledge or encumber

them. The Purchaser may install or resell them in the ordinary course of business, in which case the Purchaser assigns to the Supplier the resulting claim on its own customer up to the amount outstanding.

The Supplier supplies **genuine parts**, bought through the manufacturer's own channel or an authorised distributor of that manufacturer, and states the **country of origin** on every quotation and invoice. Where a manufacturer has discontinued a part, the Supplier identifies the manufacturer's successor part and says so on the quotation.

Each consignment is accompanied by a commercial invoice and a packing list. Manufacturer certificates, declarations of conformity, material or food-contact declarations and certificates of origin are supplied where the manufacturer issues them and the quotation lists them; legalisation by a chamber of commerce or an embassy is arranged on request at cost.

The Supplier is an independent trader. Manufacturers' names are used to identify the goods and their origin, and no agency, distributorship or other representation of a manufacturer is implied unless the Supplier states it in writing.

The goods carry the **manufacturer's warranty**, which the Supplier passes on to the Purchaser to the extent the manufacturer grants it. Where no manufacturer warranty applies, the Supplier warrants that the goods are free from defects in material and workmanship for **twelve (12) months from delivery**.

The warranty does not cover: wear parts and consumables (vanes, seals, gaskets, filter and separator elements, membranes, oils and greases, coatings) beyond a defect present at delivery; damage from storage, handling, installation, commissioning or operation contrary to the manufacturer's instructions; operation outside the manufacturer's published conditions of use; modification or repair by others; and normal wear. A published service interval assumes the conditions the manufacturer states with it, and a shorter service life under other conditions is not a defect.

The Purchaser inspects the goods on receipt and notifies visible defects, shortages and transport damage in writing within **8 days** of delivery, with photographs; other defects within 8 days of discovery and within the warranty period. The Supplier's obligation is, at its option, to replace or repair the goods or to credit the price paid for them; replaced goods are returned to the Supplier on request. Costs of removal, installation, downtime and transport at the Purchaser's site are not covered.

The Supplier's total liability under or in connection with a contract, whatever its legal basis, is limited to the **invoiced value of the goods concerned**. The Supplier is not liable for indirect or consequential loss, including loss of production, loss of profit, downtime, product loss, penalties owed to third parties, or the cost of expedited replacement. These limits do not apply to liability that cannot be limited by law, or to loss caused by the Supplier's intent or gross negligence.

Any claim against the Supplier lapses twelve (12) months after delivery of the goods concerned.

The goods may be subject to export control regulations of the European Union, the Netherlands, the country of manufacture or the United States. The Purchaser confirms that it is not, and does not act for, a person or entity listed on an EU, UK, US or UN sanctions list, and that the goods are for the civil use and the end user it has declared.

The Purchaser provides, on request and before shipment, a signed **end-user declaration** stating the end user, the installation and the intended use, and any further information the Supplier, the manufacturer or an authority requires for an export licence or a compliance check. The Purchaser does not export onward, transfer or divert the goods contrary to those regulations.

Where an export licence is refused or withdrawn, where a party to the transaction becomes listed, or where a manufacturer declines to supply for reasons of export control, the Supplier may cancel the affected order without liability and refunds any amount paid for goods not delivered, less costs already incurred with the manufacturer that cannot be recovered. Every counterparty and bank is screened against the applicable consolidated lists before an order is confirmed and before goods move.

An order confirmed against a purchase order and payment may be cancelled only with the Supplier's written agreement. Parts ordered from the manufacturer for the Purchaser are accepted back only where the manufacturer accepts them back, and then against the manufacturer's restocking charge plus the Supplier's handling and return-freight costs. Goods returned without prior written agreement are not credited.

Neither party is liable for a failure or delay caused by events beyond its reasonable control, including war, civil unrest, embargo, sanctions, epidemic, strike, fire, flood, failure of transport or of a carrier, port or customs closure, and a manufacturer's or authorised distributor's inability to supply. The affected party informs the other without delay. Where

the event lasts longer than three months, either party may cancel the affected part of the contract; amounts paid for goods not delivered are refunded, less costs already incurred that cannot be recovered.

Technical information, prices, quotations and identification data exchanged for a quotation or order are used for that purpose and are not disclosed to third parties beyond those needed to source, ship and clear the goods. Personal data is handled as described at wamcon.nl/privacy.

Every quotation, order and contract is governed by the **law of the Netherlands**. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Disputes are brought before the competent court in **Rotterdam**, without prejudice to the Supplier's right to bring proceedings before any other court of competent jurisdiction. The English text of these terms prevails over any translation.

These terms as a PDF, for quotations and order confirmations: [WAM-Contracting-Terms-of-Sale.pdf](#). Version 1.0.