

SLIMLINE BUILDINGS B.V. CONDITIONS OF SALE

Transport

Freight paid within the Netherlands (except for the Wadden Islands), not unloaded and unassembled. Deliveries in full loads of at least 27 tons and, if necessary, 1 closing load per project. The construction site must be permit-free and accessible for regular transport. The client must ensure that the road is paved and paved up to the unloading site. The unloading location must be accessible and passable for the equipment to be used, considering a maximum element width of 3,500 mm, seen from the nearest turnoff from the national highway to under the crane hook. This applies to both the supply with loaded trucks and the return with empty trucks. Loading advice according to specification of production location.

The maximum unloading time included in the price is 1.5 hours per freight. After that a waiting time arrangement applies. Waiting hours due to, for example, stagnation and any additional travel time will be charged (after consultation) in hours' money at € 80.00. The driver cannot be obliged to assist with the unloading. The agreed arrival times will be pursued as much as possible but cannot be guaranteed due to unforeseen situations on the roads. Any waiting hours due to a delay in unloading and any costs for non-returned stop timber from the carrier will be charged.

Delivery, Inspection, Acceptance & Complaints

Upon arrival at the construction site, the products on the truck must be inspected by the client. The client must sign on the delivery note for good receipt of the products. Attaching a product to the crane is considered as delivery and acceptance of the element. Any complaints about the floor elements supplied will only be accepted if they are made known before they are hooked up and are noted on the delivery note. The client must also immediately report complaints in writing to Slimline Buildings B.V. via e-mail (info@slimlinebuildings.com). As soon as a partial delivery according to the agreed time schedule has taken place, the client will immediately (and at the latest within 3 working days) send a signed installment note to Slimline Buildings B.V. provide. If the client does not comply, Slimline Buildings B.V. is still authorized to invoice the delivered products.

Hoisting equipment

The client must ensure that suitable (mechanical) hoisting equipment and sufficient tools (such as beam clamps or lifting beams) are available. Crane rental and assistance of 2 people in unloading is under the direction and responsibility of the client.

Any hoisting equipment potentially provided by Slimline Buildings B.V. is returned immediately on the truck after unloading. If the client wishes to store hoisting equipment on the construction site, the packing slip, on which the numbers and replacement values are stated, is signed by the operator. In that case, the hoisting equipment will be given to the driver after unloading the last load and after signing the return form. Missing or irreparably damaged hoisting equipment will be charged.

If it is necessary to temporarily store the supplied floor elements, the client must do so with due observance of the provided instructions for storage.

Mounting materials

If applicable, all mounting materials required for the project are delivered to the construction site prior to commencement or simultaneously with the first delivery.

After delivery, the contractor is responsible for the management of these materials. If additional materials must be supplied, they will be charged.

Payment conditions

Payment modalities apply according to quotation. Installments on delivery are charged based on the order price in proportion to the number of structural floor elements supplied, whereby settlement with the earlier periods will only take place in the last period. Settlement and/or suspension of (payment) obligations by the client on delivery installments is expressly prohibited. Full pro rata installments are invoiced at the time of delivery of the structural floor elements, also when non-structural parts are called up at a later time. Payments must be made within 30 days after the invoice date. Different payment terms must be agreed in writing.

Credit insurance

Slimline Buildings B.V. has placed its debtor file in a credit insurance policy. The payment modalities offered are only possible after credit approval by the insurance company and continuation of the issued limits during the term of the project. In the event that no or insufficient coverage is obtained for the client at any time, Slimline Buildings B.V. can require further assurance before production or delivery can commence, in accordance with Article 19.3 of the General Terms and Conditions for the Delivery of Concrete Products 2014.

Liability

The client is liable for any delay and/or damage that arises as a result of non-compliance with the project planning, payment agreements and/or the agreed start and period of delivery. If the client does not call up the freights and receives them after the agreed delivery period has expired, the client is liable for the resulting damage. The liability of Slimline Buildings B.V. is limited to a maximum of € 50,000. Liability for consequential damages is explicitly excluded. If, due to force majeure or as a result of changes made to the client's request, the delivery time is exceeded, Slimline Buildings B.V. holds the right to an extension of the term.

CAR insurance

The client must insure the deliveries at and near the construction site in its construction insurance (CAR). The terms and conditions of this policy must be offered to Slimline Buildings B.V. for inspection by the client.

It is noted that, in this context, the client should always consider Slimline Buildings B.V. as (co-)insured contractor, adviser and/or subcontractor within the meaning of article 1649, book 7A, of the Dutch Civil Code. The maximum deductible is € 5,000.

Terms and Conditions

The Slimline Buildings Terms and Conditions, as well as the General Terms and Conditions for the Delivery of Concrete Products 2014, as drawn up by Bouwend Nederland and the BFBN, apply on all quotes and order confirmations from Slimline Buildings B.V. A copy of these terms and conditions is available in Dutch on www.slimlinebuildings.com. If the Slimline Buildings Terms and Conditions and these Conditions of Sale are mutually conflicting, the Terms and Conditions will prevail.