

- 1. Applicability**  
These conditions are applicable to all agreements concluded by Eijkelkamp Soil & Water BV (hereunder "Eijkelkamp Soil & Water"), to all services to be provided and to all offers made by Eijkelkamp Soil & Water, all such with the exclusion of the terms and conditions of purchasers or other parties as indicated and/or stated as having been lodged on their letterheads, order and delivery forms, invoices, etc. Purchasers accept these conditions by the simple act of submitting an order. Variation of these conditions is only possible on a transaction by transaction basis if expressly agreed in writing. Under the term "purchaser" in these conditions shall also be understood "client".
- 2. Offers and confirmations**  
2.1 All offers are without obligation unless specifically stated to the contrary in writing. Eijkelkamp Soil & Water is not liable for errors or deviations from samples, drawings, indicated measurements, weights, models, colours and/or other data provided by Eijkelkamp Soil & Water to the purchaser.  
2.2 When placing orders the purchaser must provide all relevant information with regard to invoice instructions, delivery address, import licences (where applicable) transport markings as well as instructions for the route to be followed and the preferred transportation method.  
2.3 The equipment used by Eijkelkamp Soil & Water is designed for use in a moderate climate. Accuracy is guaranteed for temperatures in the range 0°C to 35°C, unless specified to the contrary in the product specification.  
2.4 Orders shall only become binding upon Eijkelkamp Soil & Water after they have been accepted or confirmed in writing by Eijkelkamp Soil & Water. If no previous written acceptance or confirmation of an order has been made, the agreement comes into force as a result of Eijkelkamp Soil & Water complying fully or partially with a request for delivery by the purchaser, or on the basis Eijkelkamp Soil & Water having sent the purchaser an invoice.  
2.5 Obvious errors and misprints in offers, order confirmations and invoices can be rectified by Eijkelkamp Soil & Water at any time.
- 3. Changes and cancellations**  
Changes to and cancellations of any agreement are possible only with the written permission of Eijkelkamp Soil & Water. If the purchaser wishes to change or cancel an agreement or if an agreement is changed or cancelled at the request of Eijkelkamp Soil & Water due to reasons attributable to the purchaser, the purchaser is responsible for reimbursing Eijkelkamp Soil & Water for all damages, including loss of profits, and all costs arising from such changes or cancellations, subject to a minimum charge of 10% of the invoice value.
- 4. Prices**  
4.1 The prices specified by Eijkelkamp Soil & Water are "ex factory" and exclusive of VAT, packaging, freight, postal charges, insurance costs and other costs, port fees, export and import duties and all other fees and taxes.  
4.2 The prices specified by Eijkelkamp Soil & Water are free of obligation and are dependent on price changes made by suppliers, exchange rates, price swings and other price determinative factors. Eijkelkamp Soil & Water is entitled to pass on to the purchaser any price increases that become effective before the order is confirmed.
- 5. Delivery and delivery time**  
5.1 Delivery of the agreed goods takes place "ex factory" (Incoterms 2010) without packaging, unless expressly agreed in writing to the contrary and/or expressly stated to the contrary in the price lists. The cost of packaging is charged to the purchaser separately. Eijkelkamp Soil & Water retains the right to make a charge for administration costs for the supply of items below an invoice value determined by Eijkelkamp Soil & Water.  
5.2 The delivery times indicated are only approximate. Any exceeding of such delivery times shall not give the purchaser the right to cancel the order or to refuse delivery or payment for the goods, nor shall it oblige Eijkelkamp Soil & Water to pay any reimbursement to the purchaser.  
5.3 Where goods have not been accepted by the purchaser after the expiry of the delivery period, the goods shall be held at the disposal of the purchaser and shall be stored at the purchaser's own expense and risk. In that case, in addition to the (storage) costs incurred, Eijkelkamp Soil & Water will charge a monthly rate of interest of 1% of the invoice value up to the moment of final payment.  
5.4 The Incoterms 2010 are applicable to all Eijkelkamp Soil & Water deliveries.
- 6. Transportation, risk and insurance**  
6.1 Eijkelkamp Soil & Water determines the mode of transport. If the Buyer later selects a transport company or method himself, any additional costs will be passed on. If delivery cannot be made due to causes outside the control or the range of action available to Eijkelkamp Soil & Water, Eijkelkamp Soil & Water shall have the right to store or to arrange for the goods ready for delivery to be stored stored at the expense and risk of the purchaser and to require payment for the goods as if they had been delivered.
- 7. Claims**  
7.1 Claims in regard to deliveries have no effect on other agreements or the legal relations between the parties. These claims must be made by the purchaser in writing to Eijkelkamp Soil & Water directly and such claims must be in the possession of Eijkelkamp Soil & Water within fourteen days from the receipt of the goods or, when the purchaser was only able to discover the defects at a later time, within fourteen days of the discovery of such defects (but no later than twelve months following delivery). These claims must be made by means of a precise written statement of the nature and the ground of the complaint, must be accompanied by the packing slip and must quote the invoice number. Claims not made within the aforementioned period of fourteen days at the latest will not be entertained. External transport damage must be reported on the freight note and the purchaser must demonstrate this damage by means of photographs.  
7.2 The processing or use of the delivered goods by the purchaser or the placing of such goods by the purchaser under the authority of any third party shall nullify the right of claim. Minor deviations in quality or quantity and deviations that are regarded as tolerable within the sector shall confer no right of claim. If a claim is substantiated, Eijkelkamp Soil & Water has the right, in exchange for the return of the faulty goods, to credit the purchaser in full, to repair the faulty goods, or to proceed to re-delivery or reprocessing of the goods in question.  
7.3 The purchaser does not have the right to return goods delivered to him under any circumstances, unless Eijkelkamp Soil & Water has given its written approval. If the purchaser should nonetheless return goods in conflict with this stipulation, insofar as such goods are not refused by Eijkelkamp Soil & Water, the goods shall be held at the disposal of the purchaser at the purchaser's expense and risk, without acknowledgement of the appropriateness of any later claim against the guarantee being capable of being construed from such course of action.
- 8. Guarantee and liability**  
8.1 Eijkelkamp Soil & Water provides a guarantee in respect of new goods supplied by Eijkelkamp Soil & Water for a period of 24 months following delivery unless expressly agreed to the contrary in writing. All items or components of such items in which defects might arise during this period as a result of faulty construction defects or faulty material defects will be repaired or alternatively replaced by Eijkelkamp Soil & Water (at the discretion of Eijkelkamp Soil & Water) free of charge, subject to the condition that such defects are brought to the attention of Eijkelkamp Soil & Water in writing immediately following discovery of the same, and in all cases within the periods referred to in article 7. Damage caused as a result of inappropriate use of the products and failure to (correctly) comply with the instructions for use is not covered.  
8.2 Products shall only be sent back to Eijkelkamp Soil & Water for repair or replacement - at the purchaser's own expense - after Eijkelkamp Soil & Water has given its written approval. Only in the case of repair or replacement under guarantee shall the products be returned to the purchaser at the expense of Eijkelkamp Soil & Water.
- 8.3 If the guarantee relates to a product manufactured by a third party, the guarantee is limited to the guarantee provided by the manufacturer concerned.  
8.4 If the purchaser carries out repairs or alterations during the guarantee period or has such work being carried out on his behalf without the permission of Eijkelkamp Soil & Water, or fails to comply with his payment obligations, all guarantee obligations shall immediately lapse. The purchaser is not entitled to refuse payment on the ground that Eijkelkamp Soil & Water has not, not fully or not timely complied with its guarantee obligations.  
8.5 Without prejudice to the foregoing, unless there is an instance of deliberate act or omission or deliberate recklessness, Eijkelkamp Soil & Water shall under no circumstances be liable for any indirect damages, such as damages resulting from any stoppage of business operations, delay, disruption or any other form of operational damages under whatever heading or of whatever description, for any direct or indirect damages caused to or by products delivered by Eijkelkamp Soil & Water, or for damage or injury caused to property and persons. All liability on the part of Eijkelkamp Soil & Water under any heading whatever shall in all cases be limited to the maximum amount of the cover provided by Eijkelkamp Soil & Water's liability insurance. If the liability insurance provides no cover or insufficient cover, the liability of Eijkelkamp Soil & Water shall in all cases be limited to a maximum of the amount of the purchase price of the delivered goods already paid by the purchaser at the time of his claim. The purchaser indemnifies Eijkelkamp Soil & Water against all liability towards third parties as a result of any defect in the delivered goods.
- 9. Retention of title**  
9.1 Without prejudice to the stipulations of these conditions, all goods delivered by Eijkelkamp Soil & Water at any time remain the property of Eijkelkamp Soil & Water until the moment of payment of all our claims against the purchaser that fall within the framework of article 3:92 BW (Dutch Civil Code), that arise from any cause whatever and without regard to the exigibility of such claims, including interest charges and costs.  
9.2 The purchaser is not authorised to pledge or transfer the ownership of the goods to third parties until full payment for the goods has been made. In the case of any infringement of this condition, as in the case of the full or partial applicability of article 11, Eijkelkamp Soil & Water has the right to repossess all goods delivered by Eijkelkamp Soil & Water or to have such goods repossessed on its behalf from the location in which such goods are to be found, without any authorisation from the purchaser or intervention by a court of law being necessary for this purpose. All other claims of Eijkelkamp Soil & Water against the purchaser shall then become immediately due and payable at that time.  
9.3 In the event that a third party intends to serve a garnishment order against the goods delivered subject to retention of title or intends to establish or execute rights with respect to such goods, the purchaser has the obligation to notify Eijkelkamp Soil & Water as quickly as possible. The purchaser has the obligation to insure the goods delivered subject to retention of title, to keep these goods insured against theft, fire, explosion and water damage and to submit this insurance policy and the insurance payment receipts to Eijkelkamp Soil & Water for inspection at the first request of Eijkelkamp Soil & Water.  
9.4 The purchaser is not entitled to pledge the goods delivered subject to retention of title nor to extend any other right pertaining to such goods to any third party.
- 10. Payment**  
10.1 Unless agreed to the contrary in writing, all invoices must be paid within 30 days of the date of the invoice without appeal to any discount, deduction or setoff. Should the purchaser fail to make payment within the agreed payment period, he shall be in default by virtue of the simple expiry of that payment period and without necessity for any further placement in default or warning, whereupon the purchaser shall then become liable for payment of delay interest at the applicable legally permitted trade rate of interest as provided for in article 6:119a BW (Dutch Civil Code) increased by 2%, with interest chargeable over part of a month being calculated as for a full month.  
10.2 Eijkelkamp Soil & Water is also entitled, in addition to the principal claim and the interest, to claim the full extrajudicial and court costs incurred as a result of non payment or non timely payment. The full extrajudicial costs shall in any case be due and payable by the purchaser where Eijkelkamp Soil & Water has secured the services of a third party for the collection of the amounts due.  
10.3 If a serious doubt exists on the part of Eijkelkamp Soil & Water with regard to purchaser's solvency, Eijkelkamp Soil & Water shall then have the right to suspend compliance with its obligations - where a start has already been made with the implementation of these obligations - until the purchaser has provided security for compliance with all his obligations arising under the agreement concerned or other agreements, whether (partly) completed or otherwise, to the satisfaction of Eijkelkamp Soil & Water.
- 11. Default of the purchaser/dissolution of the agreement**  
In the event that the purchaser fails to comply with any obligation under any agreement with Eijkelkamp Soil & Water whatever, if he becomes subject to or is threatened with becoming subject to suspension of payments, is declared to be in a state of bankruptcy, if his bankruptcy is applied for, if he decides to liquidate his business or if Eijkelkamp Soil & Water receives information that a high degree of probability exists that the purchaser will be unable to comply with his payment obligations, Eijkelkamp Soil & Water shall be entitled to suspend all agreements in existence at that time without necessity for intervention by a court of law, or to dissolve or declare all such agreements to be fully or partly dissolved by means of a registered letter to this effect addressed to the purchaser, to regard all non exigible claims as immediately exigible and to repossess all goods delivered but not yet paid for, without prejudice to the further right of Eijkelkamp Soil & Water to claim compensation for damages, lost profits and interest.
- 12. Force majeure**  
If Eijkelkamp Soil & Water is unable to deliver goods on time due to force majeure, it has the right to suspend delivery or to cancel delivery altogether, depending on the circumstances. Notwithstanding the provision of article 6:75 BW (Dutch Civil Code) force majeure shall apply to all circumstances outside of the control or the field of action of Eijkelkamp Soil & Water that are of a nature such that compliance with the agreement cannot reasonably be expected of Eijkelkamp Soil & Water, the details of these arrangements being subject to the proviso that Eijkelkamp Soil & Water is prepared in such cases to consult with the purchaser regarding measures that might be taken with the intention of preventing damages for both Eijkelkamp Soil & Water and the purchaser or at least with a view to limiting such damages as far as possible. The purchaser is not entitled to any reimbursement for damages in the event that an instance of force majeure occurs.
- 13. Disputes**  
All disputes that might arise from or in connection with agreements concluded under these conditions and further agreements that arise from such agreements, unless the Cantonal Court is competent to take cognizance of these disputes, shall be submitted exclusively to the competent court at Arnhem, such to include proceedings for obtaining preliminary injunctions. Eijkelkamp Soil & Water is nevertheless entitled in all cases to apply to the competent court in the purchaser's place of residence or to a competent court elsewhere.
- 14. Applicable legal jurisdiction**  
All agreements concluded subject to these conditions and all further agreements that arise from such agreements are governed by Dutch law and specifically exclude applicability of the UN Convention on contracts for the international sale of goods (Vienna 1980).
- 15. Privacy and processing of Personal Data**  
Eijkelkamp Soil & Water processes personal data in accordance with its policy as described in its privacy statement.