

GENERAL TERMS AND CONDITIONS



Grote Kranerweerd 53
8064 PE Zwartsluis
The Netherlands

+31 (0)38 337 2700

fortop.nl

info@fortop.nl

1. OFFERS AND CONDITIONS

- 1.1 Offers made by fortop are without obligation, unless a period for acceptance is specified in the offer. If an offer contains a proposal without obligation and this is accepted by the buyer, fortop will be entitled to revoke the offer within two business days of receipt of the acceptance.
- 1.2 All offers are based on them being carried out under normal circumstances and during fortop's normal working hours.
- 1.3 Every order from a buyer with whom fortop has not had any prior business dealings will always be accepted under the condition precedent that information obtained indicates that the buyer is adequately creditworthy.
- 1.4 The applicability of any general terms and conditions of the buyer is expressly excluded and hereby expressly rejected.

2. DELIVERY, DELIVERY PERIOD AND HANDOVER

- 2.1 As delivery takes place ex warehouse, the risk passes to the buyer from that moment, unless otherwise agreed.
- 2.2 An agreed delivery period is not a strict deadline, unless expressly agreed otherwise. If delivery is not made on time, the buyer should therefore give fortop a written notice of default.
- 2.3 The period within which goods must be delivered or services must be performed only commences once the agreement has been concluded, fortop is in possession of all the necessary information to proceed with performance and the buyer has also complied with all of his obligations up to that moment.

3. PRICES

- 3.1 If fortop has agreed a fixed selling price with the buyer, it will nonetheless be entitled to increase the price in the cases as set out below.
- 3.2 Fortop may pass on price increases if it can show that significant price alterations have occurred between the moment of the offer and the performance of the agreement with regard to exchange rates, wages, raw materials, semi-manufactured goods, packaging material, etc.
- 3.3 If the price increase exceeds 10%, the buyer will be entitled to terminate the agreement, unless the price increase results from an amendment of the agreement or arises from a statutory power for that purpose.
- 3.4 Unless otherwise agreed, fortop's prices exclude VAT and any other levies, as well as any costs to be incurred in relation to the agreement, including shipping and administration costs.

4. RETENTION OF TITLE

- 4.1 Until fortop receives full payment for the delivered goods or related services, those goods (processed or otherwise) will remain the property of fortop.
- 4.2 If fortop has obvious misgivings about the buyer's capacity to pay, it may postpone the delivery of the ordered goods or the performance of the agreed services until the buyer has furnished security for payment.
- 4.3 If the buyer fails to make any payment to fortop, fortop will be entitled to remove or arrange for a third party to remove the delivered goods that are subject to retention of title from the buyer or from third parties holding the goods for the buyer.
- 4.4 The buyer may not carry out any acts of disposition with regard to the goods that are subject to retention of title, as long as he has not fully complied with his payment obligations.

5. PAYMENT, SUSPENSION, AND SET-OFF

- 5.1 Payment must be made within 30 days of the invoice date, in a manner to be indicated by fortop and in the same currency as the invoice. Objections to the amount of invoices do not suspend the payment obligation. The buyer is liable from the moment of default to pay interest at 1.5% per month on the due and payable amount.
- 5.2 If the buyer fails to comply with his payment obligation(s), fortop will be entitled to suspend the performance of the agreement. If a delivery period has been agreed, it will be extended for the period of the suspension.
- 5.3 Any set-off in connection with deficiencies in the performance of prior or subsequent deliveries or services other than those specified in this quotation is expressly excluded.
- 5.4 All costs, both judicial and extrajudicial, relating to the failure to pay or late payment by the buyer or relating to another attributable breach of contract by the buyer, will be payable in full by the buyer. A collection fee of 15% (excluding VAT), subject to a minimum of €150.00, applies to the collection of all outstanding amounts.

6. FORCE MAJEURE

- 6.1 Breaches of contract cannot be attributed to fortop, if it is not to blame for them or is not accountable for them by law, under the agreement or according to generally accepted standards.

6.2 Force majeure in any event means every circumstance beyond fortop's control that temporarily or permanently impedes the performance of the agreement, as well as, insofar as not already included under that definition, war, threats of war, riots, natural disasters, strikes, factory or office sit-ins, transport problems, fire and/or other serious disruptions in the business of fortop or that of its suppliers.

6.3 If performance is delayed for longer than one month on account of force majeure, either party will be entitled, to the exclusion of further rights, to terminate the agreement without fortop being obliged to compensate damage that is suffered by the buyer or third parties. In that case, fortop will be entitled to the reimbursement of the costs it has incurred, except if goods have already been delivered and/or services have been performed that have an independent value, for which the buyer will owe the actual payment.

7. INSPECTION AND COMPLAINTS

- 7.1 The buyer is obliged to inspect or arrange for a third party to inspect the delivered items at the moment of handover or delivery, or at least within the shortest possible period. The buyer should also check whether the quality and quantity of the delivered items are in accordance with what was agreed, or at least comply with the requirements laid down for that purpose in the normal course of business.
- 7.2 Any visible defects must be reported in writing to fortop within three days of delivery. Hidden defects must be reported within three weeks of their discovery, although not later than 12 months after delivery.
- 7.3 If a complaint is made on time according to the previous paragraph, the buyer remains obliged to take delivery of and pay for the sold goods. If the buyer wishes to return defective items, this must be done with fortop's prior written consent and in the manner indicated by fortop.

8. WARRANTY

- 8.1 Fortop warrants that the goods for delivery comply with its published specifications.
- 8.2 The warranty referred to in paragraph 1 applies for a period of six months after delivery, unless the offer specifies a different period.
- 8.3 If the delivered goods do not comply with this warranty, fortop must provide a replacement within a reasonable period. fortop may also decide to repair the defective item. In case of replacement, the buyer undertakes to return and transfer ownership of the replaced item to fortop. Installation, dismantling and shipping costs are payable by the buyer.
- 8.4 The aforementioned warranty does not apply if the defect has arisen from injudicious or improper use or if the buyer or third parties, without fortop's written consent, have made or attempted to make changes to the item or used it for purposes other than its designated purpose.

9. LIABILITY

- 9.1 If goods delivered or services provided by fortop are defective, its liability towards the buyer will be limited to what is specified under the heading 'Warranty' in these terms and conditions.
- 9.2 Fortop will never be liable for indirect damage, including consequential damage, lost profits, lost savings and losses due to business interruption.
- 9.3 The limitation on liability included in paragraph 1 will not apply if the damage is due to the wilful misconduct or gross negligence of fortop or its managerial staff. Paragraph 2 is however fully applicable.

10. TERMINATION

- 10.1 Fortop is entitled, without judicial intervention, to terminate this agreement if and when the buyer: (a) is declared bankrupt, (b) petitions for a moratorium on the payment of his debts, (c) shuts down his business or (d) loses his capacity to dispose of all or part of his assets by being placed under curatorship or otherwise, unless the curator or administrator acknowledges the obligations arising from this agreement as debts of the buyer's estate.
- 10.2 The termination of the agreement makes all existing claims that the parties have against each other immediately due and payable. The buyer is liable for the damage suffered by fortop, including loss of profits and transport costs.

11. DISPUTES

- 11.1 Dutch law applies exclusively to all orders, offers, agreements and legal relationships in which fortop is involved.
- 11.2 All disputes arising from or related to agreements or other legal relationships involving fortop will be settled by the Zwolle District Court, unless the law declares that another court has mandatory jurisdiction.

fortop automation & energy control B.V.

Our general terms and conditions apply to all our quotations, orders placed with us and agreements concluded, as filed with the Chamber of Commerce, excluding the terms and conditions used by the other party. Exceptions to this are only valid after written confirmation from us. The general terms and conditions will be sent free of charge upon request.

VAT NL8225.39.032B01
KvK Meppel 50088939
ING 67.61.23.171
IBAN NL39INGB0676123171
Swiftcode INGBNL2A
versie_2025_NL_EN