

# Terms and conditions

**Tamson Instruments bv**

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## DEFINITION AND APPLICABILITY

Tamson Instruments bv,  
The tendering party/supplier Tamson applying these Terms & Conditions,  
referred to as "Tamson"

Client:  
This is a buyer, visitor of the website or visitor of the webshop "Tamson-Instruments.com"  
The counterparty is referred to as 'client'.

In the event of any conflicts concerning the substance of the agreement concluded between the client and Tamson on the one hand and these Terms & Conditions on the other, the provisions set out in the agreement have precedence.

## PRIVACY AND SECURITY

Tamson will comply with its privacy obligations. The client grants Tamson permission to provide client data necessary for the provision of the service to its affiliates.

Client and Tamson ensure that any information received or reasonably understood by any other party is confidential. The party receiving confidential information will only use it for the purpose for which it is provided. Data shall in any case be regarded as confidential if they are designated by one of the parties as such. The obligation set out in this section of terms and conditions applies during the term of an agreement and two (2) years thereafter.

Client hereby expressly authorizes Tamson to process, use and include the personal data provided in a database used by Tamson as part of its service. This data is always stored and managed in compliance with the applicable privacy laws.

Tamson will not disclose confidential information to a third party. Unless this is in accordance with the purpose for which this information is processed, when the client has given written consent or if there is a legal obligation.

Client agrees that Tamson may provide personal information to current and future shareholders of Tamson and its affiliates and may use them for marketing purposes and personalized offers.

If a client objects to the processing of its personal data or to withdraw a previously granted consent, this has to be notified to Tamson at any time in writing (including by e-mail).

Tamson undertakes to adequately secure confidential information provided by Customer against loss or against any form of unlawful use. This to reasonable standards related to the prior art.

When third parties are involved in the performance of an agreement, all parties shall ensure that corresponding secrecy provisions are made for all parties and employees involved.

Client must maintain confidentiality with regard to protected information and account information and should effectively protect this information.

## **BUYING CONDITIONS**

- 1) Payment terms 35 days from date of invoice
- 2) Orders are only valid when:
  - a) Ordering reference is mentioned
  - b) Orders are signed by a competent person

## **OFFERS/CONCLUDING OF AGREEMENT**

Tamson reserves title and copyright to illustrations, drawings, calculations, software and other documentation:

- a) This shall also apply to such written documentation identified as “confidential”. The client shall require the express written consent of Tamson before communicating such to third parties.
- b) Unless explicitly agreed otherwise, the client shall bear the costs for the shipping and return of the object of delivery and its packaging.

## **TENDERS AND PRICING**

- 1) No obligations are attached to any tenders.
- 2) If the client supplies Tamson with data, drawings etc., Tamson may rely on their accuracy and shall base the tender on that information.
- 3) All prices specified in the tender are based on delivery ex works, in accordance with the Incoterms 2010. Prices are stated exclusive of VAT and packing materials.
- 4) If the tender is not accepted, the Supplier is entitled to charge the client for all costs incurred in order to submit the tender.
- 5) Unless explicitly agreed otherwise, the client shall bear the costs for the shipping and return of the object of delivery and its packaging.
- 6) Only agreements made by the director of Tamson are binding. Agreements made by Tamson employees are not binding, unless they are formal confirmed by a letter which has to be signed by the director.
- 7) If costs have risen as a result of an increase in price after the time of the offer, Tamson will be entitled to increase the prices correspondingly. This also applies if this increase was to be expected at the time of the offer.
- 8) Tamson will immediately inform the client in writing of the increase in price
- 9) All prices listed by Tamson (catalogue/web shop etc) are non-binding. Tamson retains the right to pass on to the client any price increases arising from the manufacturer or exchange rate fluctuations. Should the price increase exceed five percent (5%) of the original price the client may withdraw from the contract.
- 10) For deliveries to destinations outside the Netherlands the client shall bear any and all additional costs. Examples of these costs are bank fees, customs duty, export documents, etc.

## **DELIVERY**

- 1) Deliveries will take place ex warehouse, unless expressly agreed otherwise in writing.
- 2) Delivery dates will be stated approximately and will not bind Tamson, unless expressly agreed otherwise in writing.
- 3) Any delay in delivery dates will not entitle the client to claim any compensation whatsoever, to refuse the delivery or to entirely cancel the agreement or entirely or partly suspend the fulfilment of any obligation of the client under the agreement, unless the client is entitled there to on the basis of legal stipulations.
- 4) Tamson will have fulfilled its duty to deliver by offering the goods once. The receipt signed by the client or by a person representing the client will form the full proof of delivery. In case of refusal to take delivery the costs of transport, storage and other expenses will be at the expense of the client.
- 5) If the data required to execute the delivery order have not been submitted to Tamson in time by the client, the dates of delivery will be delayed at any rate by the term during which Tamson had to wait for such information.

## **PACKAGING AND PACKAGING MATERIALS**

- 1) The packaging and labelling of products to be delivered will be established by Tamson as good entrepreneur in conformity with the applicable legal standards in this respect.
- 2) The client himself will be responsible for the storage and processing of empty/used packaging materials in conformity with the applicable legal stipulations. The client will not return any packing materials and is solely responsible for the due and proper disposal thereof.

## **PRODUCT INFORMATION**

- 1) All technical specifications like weight, dimensions, accuracy as well as the texts and illustrations found in the Tamson product information, catalogue, website, specification sheets etc serve solely as a general reference. Deviations are within reason excepted by the client.
- 2) Information on product features does not represent a guarantee, but are understood as product descriptions. Any and all guarantees must be made explicit and in writing.

## **RESERVATION OF OWNERSHIP**

- 1) Tamson will reserve the ownership of the goods sold until the time when the client has paid everything he owes to Tamson on the basis of any agreement.
- 2) Tamson will reserve the ownership of the goods sold until the time when the client has paid everything he owes to Tamson in the event that the delivery takes place in parts.
- 3) In the event that the client does not pay in time, Tamson will be entitled to take the goods sold back without any summons, declaring in default or judicial intervention, such without prejudice to other rights in connection with late payment. The client will put the goods sold at the disposal of Tamson and will grant Tamson access to all rooms where products of Tamson or supplied by Tamson are present, if necessary.
- 4) The client shall immediately inform Tamson of any seizure of the latter's privileged property by a third party. Inasmuch as they cannot be obtained from the prosecuting creditor, the client is liable for the costs incurred through quashing such seizure, in particular such costs involved with filing third-party action against execution.
- 5) Should the client be in breach of contract, in particular delay in payment, Tamson is entitled to demand the surrendering of the privileged property immediately and without respite as well as without the client's prior withdrawal from the contract or to demand the cession of the client's

claim for possession against a third party. The repossession or seizure of the privileged property does not represent Tamson to withdraw al from the contract. The client is liable for all costs involved in repossessing the Tamson privileged property. Tamson is entitled to exploit the seized property upon due notification and utilise the proceeds, less a reasonable handling fee, to settle the outstanding claims.

## **PAYMENT**

- 1) Unless agreed otherwise, the terms of payment for deliveries from Tamson to the client shall be on the basis of pre payment to our bank account at :  
Rabobank  
IAN Code: NL95 RABO 016.01.00.046  
Swift or BIC. RABO NL 2 U  
Zoetermeer, Netherlands
- 2) If, after a written summons to pay, the client remains in default to proceed to the full payment of the amount mentioned within the term established in the summons, this shall - without prejudice to any other right to which Tamson is entitled - have as a result that:
  - a) All other outstanding claims in the name of the client with Tamson will be immediately claimable.
  - b) Tamson will be entitled to charge a default interest on the amount mentioned in the summons as from the invoice date, to the extent of the then valid legal interest, but with a minimum of 1% per month, in which case the time will be calculated in full months.
  - c) All expenses to be incurred by Tamson, both judicial and extrajudicial, including 15% collecting costs calculated on the outstanding amount of the invoice (with a minimum of € 250,--), will be at the expense of the client, whereas it does not have to be proven that these expenses have been incurred.

## **CANCELLATION/TERMINATION OF AGREEMENT**

- 1) Tamson reserves the right to terminate the agreement with the client immediately without judicial intervention, if the client:
  - a) Is declared in state of bankruptcy, applies for suspension of payment / bankruptcy, or is put under legal restraint.
  - b) Is not in time to meet any obligation under the agreement;
  - c) Takes a decision to liquidate and/or to close down the enterprise of the client;
  - d) Looses control on its capital, is put under legal restraint or dies.
- 2) All claims which Tamson may have on the client at the time of existence of one or more of the circumstances mentioned under paragraph XI, will be immediately fully claimable, without prejudice to the right for Tamson to claim a full compensation of damages, loss of profit and any compensation of legal assistance in or out of judicature.

## **FORCE MAJEURE**

- 1) By force majeure will also be understood the situation that because of extraordinary circumstances like:
  - a) Restrictive government measures of whatever nature,
  - b) Mobilisation,
  - c) War,
  - d) Revolution,
  - e) Transport problems,
  - f) Natural phenomena (storm, flood etc),
  - g) Any circumstances that Tamson could not foresee and that are out of control.
- 2) When such circumstance have been known on forehand or at the time of agreement, would not have concluded the agreement under the same conditions.

- 3) If it cannot reasonably be expected from Tamson to fulfil one or more of its obligations in connection with one of the above mentioned circumstances. By registered letter, without judicial intervention and without being obliged to any compensation Tamson has the right to :
  - a) Delay the execution thereof,
  - b) Partially deliver,
  - c) Cancel the agreement.
- 4) Within reason and fairness Tamson will be entitled to invoice the goods delivered so far, to the client in proportion.

## **CANCELLATION**

- 1) If the client entirely or partly cancels an order, Tamson will be entitled to charge cancellation costs to a maximum amount of € 250,
- 2) If a product is especially produced or processed for the client cancellation will not be possible.
- 3) Cancellation shall take place in writing by registered letter. The date of receipt of the letter will be the date of cancellation.

## **LIABILITY AND ADVERTISING**

- 1) The liability for Tamson will never exceed the net sales amount or the net invoice amount of the relevant goods.
- 2) The following damages do not qualify for compensation:
  - a) Trading losses, including losses caused by delays and loss of profits. The Client should take out insurance to cover such damages, if such is deemed desirable.
  - b) Supervision damages, which are understood to include damages caused, during or as a result of the performance of the work, to objects on which work is being carried out to objects situated in the vicinity of the work site. The client should take out insurance to cover such damages, if such is deemed desirable;
  - c) Damages caused by intent or gross negligence on the part of helpers or non-management employees of Tamson .
- 3) Tamson is solely liable for breach of duty in as much as such breach represents intention, gross negligence or culpable infringement of a material obligation as per Dutch law. Any and all other forms of compensation liability are void of legal effectiveness.
- 4) The client is liable to provide proof of guild.
- 5) Except for stipulations of imperative law with regard to (product) liability, Tamson will not be liable for damages as a result of inexpert use or processing of the goods delivered, either or not contrary to the standards and values which are applicable in the sector.
- 6) Within seven days after receipt of the goods the client shall inform Tamson in writing of any complaint with regard to the delivery. In order to restrict the damage the client will follow the instructions of Tamson with regard to goods and packaging. For hidden defects the period for complaints commences with the discovery of defect.
- 7) Information from or on behalf of Tamson with regard to the quality, composition, treatment in the broadest sense, application possibilities, qualities, etc. of the goods will not bind Tamson, unless presented in writing and expressly in the form of a guarantee.
- 8) The client indemnifies Tamson against all claims from third parties for product liability stemming from defects in products provided by the client to third parties that consisted of or included products and/or materials provided by Tamson .

## **RETURN SHIPMENTS**

- 1) Return shipments without the prior written consent of Tamson, in which event a return shipment number is supplied, will not be allowed.
- 2) If return shipments take place without consent, the costs thereof will be at the expense of the client. Also, Tamson will be entitled to charge administration costs and be free to store the goods

for the account and risk of the client (if necessary in the care of third parties) and to keep them at the disposal of the client.

- 3) Return shipments without the consent of Tamson will not discharge the client in any respect from his obligations (of payment).
- 4) Return shipments vice versa, will always take place for the risk of the client.

## WARRANTY

- 1) Warranty period 12 months following receipt of invoice but no longer than 14 months commencing dispatch date from Bleiswijk, whichever comes first.
- 2) Damage to the packaging and obvious transport damage must be immediately reported to the courier. If possible, the courier should provide written confirmation of the damage report.
- 3) Tamson undertakes to remedy any defect resulting from faulty design, materials or workmanship which appear during the warranty period as specified above.
- 4) All warranty claims are to be made in writing stating the equipment type and serial number as well as the date of purchase and commissioning. On receipt of such notification, Tamson shall with the exception of shipping costs remedy the defect forthwith at their own expense.
- 5) The client shall on receipt of notification of claim acceptance, ship the defect part or parts to Tamson for exchange or replacement at their own expense unless agreed otherwise.
- 6) Returning the aforesaid part or parts properly repaired or a replacement thereof, shall be deemed as a fulfilment by Tamson of their obligations. Defective parts replaced shall remain at the disposal of Tamson.
- 7) At his discretion Tamson is entitled to remedy the client warranty claims by either repairing the defective or faulty product on site or replacement with faultless product (subsequent performance).
- 8) The client is entitled to demand the other form of subsequent performance when the offered solution by Tamson forms a substantial problem. The right for Tamson to reject this form of subsequent performance due to unreasonableness or impossibility remains unaffected. Should Tamson choose to repair the defective or faulty product, he may at his sole discretion have the product returned or send a technician to carry out the repairs on the client's premises.
- 9) Should no attempt to subsequently fulfil the contractual obligations be made within the period of time specified by the client or should a period of respite be legally unnecessary, the client is entitled to take recourse to other statutory warranty rights, in particular the reduction in sale price or the withdrawal from the contract. Should the attempt by Tamson to remedy the warranty claim prove ineffective and an additional period of respite is unsuccessful, the client may take recourse to other warranty rights unless such recourse is unreasonable for the client.
- 10) Excluded from warranty are:
  - a) Spareparts or accessories expected to be renewed within 12 months.
  - b) Defects or faults resulting directly or indirectly through misuse or non-observance of the operating or installation instructions.
  - c) Equipment which has been repaired or attempted to be repaired without prior written consent from the director.
  - d) Equipment or accessories not supplied by Tamson or defects resulting from the use of accessories or foreign parts used in conjunction with Tamson equipment.

## REPAIR

- 1) If products are returned for repair the client declares that the products and/or accessories are fully cleaned and free from any contamination.
- 2) Before returning a product to Tamson ensure transport documents contain following information:
  - a) A return material authorisation number (RMA) will be supplied by Tamson to the customer. Without RAM number goods will not be accepted when returned,
  - b) Customer should accompany contact details, RMA number and detailed description of complaint or malfunction when returning goods for repair.

- c) Product must be accompanied with a written notice that the product returned by customer is free from contamination.
- 3) Tamson can supply fill-in forms (PDF) which can be used to accompany returned equipment.
- 4) Tamson remains the right to refuse acceptance not to accept the goods and to sent back the goods on costs of the sender. In all cases of returned equipment Tamson will not accept any transport charges.
- 5) Repair and shipment will always take place for the risk of the client.

## **DATA PROTECTION / ACCESS TO WEBSITE**

- 1) The client agrees to allow Tamson to electronically store personal and company data required for the administration of the business relationship.
- 2) Tamson reserves the right, in its sole discretion, to terminate your access to any or all Tamson Website and the related services or any portion thereof at any time, without notice.

## **INTELLECTUAL PROPERTY**

All information and/or content that you see, hear or otherwise experience on are protected by Dutch and international copyright, trademark and other laws, and belong to Tamson or its partners, affiliates, contributors or third parties.

## **APPLICABLE LAW AND DISPUTES**

- 1) The agreements between Tamson and the client will exclusively be governed by Dutch law.
- 2) The application of the UN law on sales is excluded with the exception on sanction. Client agrees to comply with all applicable export and re-export control laws and regulations maintained by United Nations on sanctioned goods. For this Tamson will not sell directly nor allow pass through of products or goods to
  - a. persons
  - b. companies
  - c. entities

which are enlisted by UN as to be sanctioned.

At the time the order is placed, client will identify to Tamson's satisfaction the end-user application and/or dual applications for the products to be purchased. Tamson reserves the exclusive right to refuse to accept any purchase order. Client will be responsible for obtaining any license required under export and re-export control laws and regulations. Client agrees to indemnify Tamson for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Buyer's breach of this section.

- 3) Any disputes which may arise as a result of an agreement or which are connected therewith, will be judged by the competent judge in Rotterdam.
- 4) All trade conditions shall be interpreted according to the Incoterms of the International Chamber of Commerce, Edition of 2010, unless otherwise agreed in writing.

## **FINAL STIPULATION**

If Tamson should not always require the strict observance of this text, this does not mean that these conditions should not apply or that Tamson should lose the right to require in future, either or not similar, cases the strict observance of these conditions.