**MELAUNIC CONDITIONS**

**General delivery and payment conditions of Koninklijke Metaalunie (the Dutch organisation for small and medium-sized enterprises in the metal industry), referred to as 'THE MELAUNIC CONDITIONS', formerly referred to as 'THE SIMECOMA CONDITIONS',**

filed with the Court Registry in Rotterdam on 1 January 2008.

Published by Koninklijke Metaalunie, PO Box 2600, 3430 GA Nieuweschans, the Netherlands.

**Koninklijke Metaalunie**

---

**Article 1: Applicability**

1.1. These Terms & Conditions apply to all tenders issued by the Supplier and, unless otherwise agreed in writing, to all orders placed with the Supplier.

1.2. The tendering party/supplier is the Metaalunie member applying these Terms & Conditions, and is referred to as 'the Supplier' in the text.

1.3. In the event of any conflicts between the substance of the agreement and these Terms & Conditions, the contract terms set out on the one hand and these Terms & Conditions on the other, the contract terms will prevail.

1.4. These Terms & Conditions may only be used by members of Koninklijke Metaalunie.

---

**Article 2: Tenders**

2.1. No obligations are attached to any tenders.

2.2. The Supplier is free to accept or refuse any tender.

2.3. All prices specified in the tender are based on delivery as works, in accordance with the Incoterms 2000. Price increases are excluded of VAT and packing materials.

2.4. If the tender is not accepted, the Supplier is entitled to charge the Client for all costs incurred in order to submit the tender.

---

**Article 3: Tender conditions**

3.1. Unless agreed otherwise in writing, the Client retains the copyrights and all industrial property rights to all tenders, designs, drawings, etc., accepted by the Supplier.

---

**Article 5: Incoterms**

5.1. In Article 5.1, the term ‘Supplier’ is defined as the party, regardless of whether or not the party is in the Purchaser’s possession, to which the Client commits to pass the risk of loss or theft of, or loss or damage to, the object, as well as all facilities required by the laws and regulations governing the use of those goods, the Supplier may charge up to 20% of the price for damages incurred as a result of that delay.

---

**Article 8: Price increases**

8.1. The Client is entitled to suspend the fulfillment of any agreement, and may suspend the Supplier’s obligation to deliver, in the event of circumstances that are different to those stipulated in the agreement.

---

**Article 11: Completion of the work**

11.1. The Client is responsible for ensuring that the Supplier can carry out the activities without interruption and at the times agreed in the agreement.

11.2. The Client indemnifies the Supplier against all claims from third parties in respect of damage caused by or on behalf of the Client.

---

**Article 14: Guarantee**

14.1. The Supplier guarantees the performance of the product for a period of six months after delivery or completion.

14.2. If the product or service stipulated consists of the delivery of components and/or materials not provided by the Supplier, the Client is liable to pay for any defects in those components and/or materials.

---

**Article 18: Payment**

18.4. If the Supplier cannot invoke retention of ownership because the Client has been insured, qualify for compensation.

---

**Article 19: Dispute resolution**

19.1. If any payment deadline has been exceeded; b. for payment in instalments:

---

**Article 20: Applicable law and competent court**

20.2. The Vienna Sales Convention (C.I.S.G.) does not apply to these Terms & Conditions.

---

**Article 21: Term of negotiations**

21.1. When the Client has not delivered any product of the order within the agreed period, the Supplier may at any time invoke the powers granted by Article 18.12 of these Terms & Conditions.

---

**Article 22: Payment for delivery in instalments**

22.1. The Client must allow the Supplier the opportunity to repair any shortcomings and/or repeat the work, at the Client’s own expense;