

TERMS AND CONDITIONS

LANSING UNITRA

1. Quotations

- All quotations and offers by us are made without engagement and valid for a period of 14 days, though may even be revoked by us during this acceptance period.

2. Prices

- Prices quoted by us are based on prices offered by our suppliers and rates and taxes in effect at the time of the quotation. In case prices of materials supplied to us, rates and taxes change, Lansing remains entitled to adjust the price of her service(s)/installation(s) accordingly.

3. Complaints

- Immediately upon receiving the service(s)/installation(s) from Lansing, the customer is obliged to perform a full and thorough inspection. Any claims and complaints about visible imperfections and defects that could have been detected at the time of delivery, must be reported in writing to Lansing within 14 days after the delivery date. All other claims and complaints must be reported in writing to Lansing within 14 days after these have become visible/detected, at the risk of losing any right to compensation if failing to do so.

4. Guarantee and liability

- In case of imperfections or defects or in case of shortcomings in the implementation of the project, customer's rights are restricted to full repair of the installation(s) or full execution of the services of Lansing free of charge.

- The guarantee expires if customer uses the installations or services improperly or for purposes other than the original designated use or without prior consent in writing of Lansing carries out repairs or has repairs carried out by third parties.

- Customer's claims/complaints will only be examined if and when all invoices due (including interest) have been paid in full by customer.

- Lansing guarantees the delivered installation for a period of 2 years to be free of defects in the materials used and build-up and weld joints, in case of proper use and for purpose of the original designated use. This guarantee is limited to the customer, however can be transferred after authorization by Lansing in writing.

- Lansing can under no circumstances be held liable for any acts, errors or omissions by third parties hired by her.

- Lansing can under no circumstances be held liable for any trading losses or consequential damage. Any right to compensation of these losses is explicitly excluded.

- In the event the customer seeks compensation from Lansing, this compensation shall be limited to the extent of the amount invoiced for the project customer claims to be subject of a breach of obligations.

5. Order

- Customer is obliged to specify the order given – particularly with regard to dimensions – as accurate as possible and under the obligation to supply additional information on-demand and confirm the accuracy of declarations by Lansing if required.

- Any damage, defect or imperfection caused by incomplete or inaccurate details provided by the customer will be customer's responsibility. All related expenses are borne by the customer.

- The final project will be defined in an order confirmation, which forms the starting point for the implementation of the project. Any extra work or less work will be defined in a next order confirmation in writing by Lansing, including the costs with which the original order confirmation will be adjusted upward or downward. The customer is then bound to the order including the extra or less work thus defined.

6. Expiration term

- Any legal claim before court by customer must be submitted within 18 months after discovery and report to Lansing of alleged defect to the appropriate district court or court of justice at the risk of losing any rights to compensation.

7. Delivery time

- The leadtimes and delivery date indicated in the contract/order confirmation are approximate estimates and can not be considered strict deadlines. The only exception being a delivery date explicitly mentioned by Lansing in the contract/order confirmation.

- Assignment of extra work or a change in execution of the contract will always result in a longer leadtime and later delivery date.

8. Force majeure

- As force majeure delaying or obstructing the execution of the contract will be considered all circumstances beyond control of Lansing. In particular force majeure will apply in case of business interruption, traffic congestions, roadblocks, power failures, illness of own or hired third party staff, strikes, delay in supply of materials by Lansing's suppliers as well as delays of the final inspection caused by waiting lists at RDW.

9. Termination/cancellation

- After the conclusion of the agreement it can only be terminated based on reasons prescribed by law.

- In case of termination/cancellation the customer is bound to pay the reasonably incurred costs of Lansing made up until that time, plus a mark-up of 10%. The accuracy of these costs will be proven by a detailed statement by Lansing, accompanied by the related invoices and/or other documents.

10. Payment term

- Payments by customer shall be made latest upon delivery, unless otherwise agreed. Each invoice must be paid within 4 weeks by crediting the amount due to the bank account indicated on the invoice.

- Payments must be made without settlement or suspension.

- In case of overdue payment the statutory interest under article 6:119a of the Dutch Civil Code will be charged starting 4 weeks after the invoicedate.

- In case payment in instalments has been agreed upon and customer is late paying an instalment, Lansing is entitled to claim immediate payment of all subsequent instalments, customer then is bound to pay the full amount of these instalments at once.

11. Reservation of title/right of retention

- Until the full amount of the invoice(s) has been settled by customer, all goods/installations delivered by Lansing, even when they have become part of a vehicle, will remain property of Lansing.

- All goods/installations delivered and built up on a vehicle will be considered the main object. If under the given circumstances this can not be in effect, Lansing will be considered co-owner of the newly created object. In case of late payment, the customer is obliged to return to Lansing the vehicle delivered to him, of which the installation of Lansing has become a part, within 4 days after a written notice to that effect by Lansing, failing which the customer shall owe a fine of € 200,00 for each day failing to return the vehicle to Lansing.

- After the vehicle including the goods/installations by Lansing has been returned to Lansing, the customer will be granted 7 days to settle the invoices. After expiration of this 7 day period Lansing will be entitled to sell the vehicle privately at any reasonable price. The revenues will be split between the customer and Lansing proportionally to the ratio of the value of the vehicle itself and the installation Lansing has added to it.

- Lansing is entitled to exercise right of retention on any items processed by her until the full amount of invoices for her services/goods/installations has been settled. This right of retention extends to items Lansing has in possession allocated to other activities for the same customer. As same customer shall also be considered any legal entity or natural person affiliated with the legal entity that placed the assignment.

12. Intellectual property

- Drawings, designs and other documents shall remain the inalienable property of Lansing. The intellectual property remains with Lansing.

13. Collection charges

- In case Lansing sends a summons Lansing can charge 2% of the amount the summons relates to with a minimum of € 75,00.

- In case Lansing transfers its collection to a third party, all judicial and extrajudicial collection costs charged to Lansing will be compensated in full, without delay, by customer.

14. Applicable law/competent court

- In all cases the contract and legal actions with Lansing will be governed by Dutch Law.

- In all cases the court in Almelo will be the competent court.