



GENERAL PURCHASE CONDITIONS of DYKA B.V.,

Plastic Pipe Systems factory established in Steenwijk. General Purchase Conditions are registered under number 05027284 dated 24/02/2011 in Zwolle.

Definitions

Clause 1.

Offer: an assignment to perform activities, supply services, place purchase orders.

Applicability of these conditions

Clause 2.

These Conditions apply to any offer and any agreement between DYKA B.V., further herein to be referred to as 'DYKA' and a supplier whereby items are supplied to DYKA and activities and/or services are performed and to which DYKA have declared these Conditions to be applicable, insofar as the parties did not explicitly deviate from these Conditions.

Offers

Clause 3.

Verbal offers are without obligation. Offers made or confirmed in writing will exclusively bind DYKA.

Delivery

Clause 4.

Delivery should take place at the location indicated by DYKA. If one of the 'Incoterms' has been agreed as a condition of delivery, the Incoterms effective at the time of entering the agreement will be applicable.

Delivery period

Clause 5.

1. The agreed delivery period counts as a deadline.
2. If the supplier foresees that the delivery period will be exceeded, DYKA should immediately be notified of this in writing. If DYKA have good grounds to fear that the supplier will not be able to deliver the item(s) or will not be able to deliver it (them) within due time, DYKA can demand that the supplier makes it plausible within a reasonable period that the delivery will take place within the delivery period.
3. If the delivery period has been exceeded or if the supplier has notified that he cannot deliver or cannot deliver within due time, or if the supplier has not been able to make it plausible that he can deliver within due time, DYKA will be entitled to dissolve the agreement (partially) without being obliged to pay any compensation or reimbursement to the supplier, or to demand fulfilment whether or not with (alternative) compensation, without prejudice to DYKA's other rights.



Warranty and liability

Clause 6.

1. The supplier warrants that the items supplied by him are free of design, material or manufacturing faults.
2. If the items show design, material and/or manufacturing faults, DYKA are entitled to the repair or replacement of the items without prejudice to their other rights.
3. The supplier is liable to DYKA for all the losses suffered by DYKA as a result of a shortcoming in the products supplied, including safety faults within the sense of product liability legislation, or as a result of any acts or omissions of the supplier or his assistants. This liability also extends to any natural persons and/or legal entities employed by DYKA or at DYKA as well as to any third party with whom DYKA have entered into any obligations.
4. The supplier indemnifies DYKA against claims from third parties relating to losses as a result of shortcomings in the products supplied including safety faults within the sense of product liability legislation, or as a result of any acts or omissions of the supplier or his assistants. In addition, the supplier will indemnify DYKA with regard to all the costs in and out of court incurred by DYKA as a result of being held liable by the third party.
5. In performing his activities the supplier should observe the legal rules with regard to safety and the environment as well as the general safety and environmental rules applicable at DYKA.
6. The supplier must take out a liability insurance with sufficient cover for losses as mentioned in paragraph 1 and for losses as meant in clause 6: 185 of the Civil Code. DYKA should be given immediate inspection of the insurance policies on request.

Faults; periods for complaints

Clause 7.

1. On their delivery DYKA will check the items purchased - or as soon as possible afterwards. They will assess whether the item(s) supplied complies(comply) with the agreement, namely:
 - whether the correct items have been delivered;
 - whether the items delivered correspond with the assignment as regards quantity;
 - whether the items delivered meet the agreed quality requirements or - if these are absent - if they meet the requirements which can be set for normal use and/or normal commercial purposes.
2. If visible faults and/or shortages are detected, DYKA will be entitled to report them within 10 working days after delivery. DYKA reserve the right to notify faults detected afterwards. Processing items, working on items and/or putting them into use or being passed on to third parties does not cause this right to lapse. Within 5 working days after the said notification the supplier will check the complaints and inform DYKA in writing of his findings, failing which the faults reported by DYKA are an established fact.
3. At DYKA's option the supplier is obliged to:
 - deliver what is lacking
 - grant a discount on the price
 - repair the items supplied
 - return the items at the expense and risk of the supplier against a refund of the purchase price within 10 working days after DYKA have informed the supplier in writing of their position and notwithstanding any of DYKA's rights (of action) resulting from the law or this Agreement.
4. If the returned items are refused by the supplier, DYKA will be entitled to put the items into storage, to destroy or sell them and to set-off the proceeds against their claim on the supplier, all this at the expense and risk of the supplier.
5. After repair or replacement, the warranty period, the period for complaint and payment period will start to run once again for the whole of the supplied items.



Pricing

Clause 8.

1. The price agreed by DYKA with the supplier is binding for the term of the Agreement.

Packaging

Clause 9.

1. The items to be delivered must be soundly packaged by the supplier. The supplier is liable for damage caused during or as a result of the transport of the items as well as for damage caused as a result of faulty packaging.
2. The supplier remains the owner of the industrial packaging in which the items are delivered such as barrels, pallets, boxes, crates, bags, trays etc. unless otherwise agreed. DYKA will return this packaging to the supplier (cash on delivery) at the latter's expense within 30 days after delivery of the said items. DYKA do not admit any liability for damage to the packaging caused during the period that the packaging is not situated on DYKA's site or damage to packaging caused during the return of the packaging.
3. If the returned packaging is refused by the supplier, DYKA are entitled to put the packaging into storage, to destroy or sell it, at the expense and risk of the supplier.

Documents and despatch

Clause 10.

1. In the despatch documents and invoices the supplier has to state clearly the description of the items, the sender, delivery address, purchase order number and date and the references of DYKA.
2. If not all the information stated in the first paragraph is stated on the packaging of the items and/or the despatch documents and because of this the items did not arrive or arrived overdue at the location intended to this end, the supplier will be deemed not to have delivered or to have delivered overdue.
3. Large-volume deliveries must be made in consultation with DYKA and be reported at least two working days in advance.
4. DYKA are not liable for waiting periods during unloading and loading by the supplier.
5. Deliveries must be made on normal working days between 7.30 am and 4.00 pm.

Force Majeure

Clause 11.

1. If DYKA are not able to take receipt of the items delivered because of force-majeure on their part, either party will be entitled to dissolve the agreement without DYKA being obliged to pay any compensation for losses suffered by the supplier or third parties.
2. The term force majeure means in any event measures by the (local) authorities and/or international institutions prohibiting or restricting the sale, carriage or use of the items delivered.
3. DYKA will also be entitled to invoke force majeure if the measures mentioned in paragraph 2, obstruct (further) fulfilment and become effective after DYKA should have fulfilled their obligation.
4. If the supplier has misled DYKA with regard to the (future) existence of the regulations and decrees meant in paragraph 2 of this clause, or informed them insufficiently, the supplier will be obliged to compensate the losses suffered by DYKA as a result of the non-delivery/non further delivery.



Payment

Clause 12.

1. Payment shall take place in the agreed manner.
2. DYKA are entitled to set-off their claims or those of their affiliated companies onto the supplier on any ground whatsoever against their debts or those of their affiliated companies to the supplier.

Prohibition of assignment

Clause 13.

1. Claims on DYKA cannot be assigned to third parties without written consent.

Settlement of disputes

Clause 14.

Contrary to the rules for the jurisdiction of the Civil Courts any dispute between the supplier and DYKA will be settled by the District Court in Zwolle, in cases where a District Court has jurisdiction. However, DYKA remain entitled to sue the supplier in the court having jurisdiction according to the law or the applicable international treaty.

Applicable law.

Clause 15.

Dutch law is applicable to any Agreement between DYKA and the supplier.