

GENERAL TERMS AND CONDITIONS

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Disclaimer

This English translation is provided for convenience only. In case of any discrepancies or interpretation issues, the **Dutch version of these General Terms and Conditions shall prevail at all times.**

1. Applicability and Hierarchy

- 1.1. These terms apply to all quotations, offers, (framework) agreements, and deliveries by B&C ("Seller") to customers ("Buyer").
- 1.2. Buyer's general (purchase) conditions are expressly rejected unless accepted in writing by Seller.
- 1.3. Hierarchy: (1) written agreement or order confirmation, (2) product-specific or warranty conditions, (3) these terms, (4) other documentation.

2. Quotations, Orders, and Formation

- 2.1. Quotations are non-binding and valid for 30 days unless stated otherwise. The agreement is concluded upon written/electronic order confirmation or actual delivery.
- 2.2. Seller may refuse an order or impose conditions (advance payment, securities) after credit assessment.
- 2.3. Changes by Buyer are only valid after written acceptance by Seller and may affect price and delivery time.

3. Prices and Indexation

- 3.1. Prices are in euros, excluding VAT/levies and shipping/packaging costs.
- 3.2. In case of demonstrable cost fluctuations (raw materials, energy, logistics, currency), Seller may adjust prices. For long-term contracts, annual indexation may apply per industry index (SBI code 1396).

4. Delivery and Risk – DAP

- 4.1. Unless agreed otherwise in writing, delivery is DAP (Delivered at Place), Incoterms® 2020. Seller bears all costs and risks up to the agreed destination, including transport and export formalities. Buyer is responsible for unloading and all import formalities and related costs.
- 4.2. Delivery times are indicative. If exceeded by more than 30 working days, Buyer may terminate for the undelivered part after notice of default; compensation is excluded.
- 4.3. Additional services requested by Buyer (e.g., unloading or customs clearance) are at Buyer's expense and risk without changing risk transfer under DAP.
- 4.4. Seller will inform Buyer promptly of any expected delay and propose a new indicative term.

5. Inspection, Complaints, and Returns

- 5.1. Buyer shall inspect immediately upon receipt for visible defects, quantities, and transport damage and report deviations within 5 working days in writing with evidence.
- 5.2. Hidden defects must be reported within 14 days of discovery, no later than 6 months after delivery.
- 5.3. Returns only with prior RMA approval; costs and risk for Buyer unless defect attributable to Seller.

6. Customization and Specifications

- 6.1. Reasonable tolerances apply for custom work (size/color/structure). Minor, technically unavoidable deviations do not constitute a breach.
- 6.2. Buyer is responsible for correct specifications/measurements and suitability of installation site; Buyer shall pass on installation and safety instructions in the chain.

7. Warranty

- 7.1. Factory warranty: 5 years from delivery for material and manufacturing defects. Seller's choice: repair, replacement, or reasonable compensation.
- 7.2. Excluded: normal wear/parts, improper use/installation, abnormal load, environmental influences beyond specification.

8. Retention of Title

- 8.1. Ownership remains with Seller until full payment (including interest/costs). Retention extends to newly formed goods and claims from resale (extended retention).
- 8.2. Until transfer of ownership, no pledge/seizure; Buyer insures goods. In case of default, Seller may reclaim goods; Buyer grants access.

9. Payment, Interest, and Collection

- 9.1. Payment term: 14 days net after invoice date unless agreed otherwise (e-invoicing allowed).
- 9.2. Late payment incurs statutory commercial interest (Art. 6:119a Dutch Civil Code) and extrajudicial collection costs per legal BIK scale (min. €40).
- 9.3. If Buyer is a large enterprise and Seller an SME, maximum payment term is 30 days.
- 9.4. Set-off/suspension by Buyer excluded unless counterclaim acknowledged in writing by Seller.

10. Liability and Indemnity

- 10.1. Seller's liability limited to direct damage and up to the invoice amount of the relevant delivery (or insurance payout). Indirect/consequential/business damage, lost profits, and missed savings excluded.
- 10.2. Limitations do not apply in case of intent/gross negligence by executives or mandatory product liability. Buyer indemnifies Seller against third-party claims due to incorrect specifications, deviating installation with Buyer's knowledge, or failure to pass on safety/use instructions.
- 10.3. Seller not liable for damage due to cyber incidents or data loss unless intent or gross negligence.

11. Force Majeure

11.1. Force majeure includes supply/transport/energy/IT disruptions, epidemics/pandemics, war, sanctions, government measures, strikes. Obligations suspended; after 60 days, either party may terminate the non-executable part without liability.

11.2. Parties shall notify force majeure promptly and consult on resumption or partial performance.

12. Intellectual Property

12.1. IP rights on documents, designs, software, and data provided by Seller remain with Seller/licensors.

Reproduction/disclosure without written consent prohibited except as required by law.

12.2. Use of Seller's brand, logos, and marketing material by Buyer only allowed with written consent.

13. Privacy (GDPR)

13.1. Seller processes Buyer's employee contact details in accordance with GDPR; see Privacy Policy at <https://www.bece.nl/>. If Seller acts as processor, parties conclude a processing agreement (Art. 28 GDPR).

14. Export Control & Sanctions / Integrity

14.1. Buyer complies with export, customs, and sanctions regulations and does not supply to sanctioned parties/countries.

14.2. No bribery/money laundering; Buyer cooperates with reasonable integrity checks.

15. Governing Law, CISG, and Jurisdiction

15.1. Dutch law exclusively applies; the Vienna Sales Convention (CISG) expressly excluded.

15.2. All disputes arising from or related to these terms fall under the exclusive jurisdiction of the courts of the district where Seller has its registered office.

15.3. Parties shall attempt mediation before submitting to the competent court.

16. Termination

16.1. Seller may terminate immediately in case of:

Bankruptcy or suspension of payment by Buyer;

Change of control at Buyer deemed unacceptable by Seller.

17. Amendments

17.1. Seller may amend these terms. Amendments published on www.bece.nl and apply 30 days after publication unless agreed otherwise.

18. Provision and Filing

18.1. These terms are provided before or upon contract conclusion or made accessible (PDF/URL).

18.2. These terms are filed with the Chamber of Commerce in Harderwijk under number 08208128 on September 15th, 2026.