
GENERAL TERMS AND CONDITIONS FIBER DESIGN B.V.

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms are used in the following meaning, insofar as the nature or scope of the provisions do not state otherwise.

1. Fiber Design: Fiber Design B.V., the user of these general terms and conditions, having its registered office in Deventer, registered in the Trade Register under Chamber of Commerce number 54992893.
2. Other party: any individual or legal entity or government body with whom/which Fiber Design has concluded an agreement or intends to do so.
3. Agreement: any agreement concluded by Fiber Design and the other party whereby Fiber Design has committed to supplying goods and/or perform activities in return for the price agreed by the parties.
4. Goods: all the goods to be delivered by Fiber Design as part of the agreement, including, but not limited to, high-end glass fibre instruments and/or accessories, whether or not made to the specifications of the other party.
5. Activities: all the activities to be performed by or on behalf of Fiber Design pursuant to the agreement, such as the installation and assembly of goods.
6. In writing: both traditional written communication as well as digital communication saved on a durable data carrier, such as email communication.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to any offer of Fiber Design and any concluded agreement.
2. These general terms and conditions also apply to agreement whereby the services of third parties are engaged for its performance.
3. The applicability of the purchase or other conditions of the other party are explicitly rejected.
4. That stated in these general terms and conditions can only be deviated from in writing. If and insofar as the parties have explicitly agreed otherwise in writing in deviation from that stated in these general terms and conditions, then that explicitly agreed in writing by the parties applies.
5. The dissolution or nullification of one or more of the current provisions does not affect the validity of the other clauses. In such an event, the parties are obliged to discuss a new provision to replace the provision in question, thereby taking into account the aim and the intent of the original provision.

ARTICLE 3. | OFFER AND CONCLUDING OF THE AGREEMENT

1. Each offer made by Fiber Design is free of obligation, regardless of whether it states a period of acceptance.
2. Apparent errors and mistakes in the offer made by Fiber Design are not binding.
3. The other part cannot derive any rights from an offer from Fiber Design that is based on incorrect or incomplete information provided by the other party.
4. An offer made by Fiber Design does not automatically apply to subsequent orders or assignments. Insofar as no changes are made to these general terms and conditions, these do apply to subsequent orders and assignments, whereby Fiber Design is not obliged to make these general terms and conditions available to the other party again.
5. The agreement is concluded by the offer being made and the acceptance thereof. If the acceptance of the other party deviates from the offer made by Fiber Design, then the agreement will not be concluded in accordance with this deviating acceptance, unless Fiber Design states otherwise.

6. A composite price quote does not form an obligation for Fiber Design to perform a part of the offer at a corresponding part of the price quoted.
7. If the other party concludes the agreement on behalf of other individuals or legal entities, he states that he is authorised to do so before entering into the agreement. The other party and that individual or legal entity is severally liable for meeting the obligations resulting from that agreement.

ARTICLE 4. | INSTALMENTS

1. If Fiber Design depends on information provided by the other party for the performance of the agreement, the performance and delivery periods do not commence before the moment Fiber Design receives this information.
2. Fiber Design will make an effort to comply with the performance and delivery periods agreed by the parties, however these periods are never considered deadlines, unless otherwise has explicitly been agreed. Exceeding the supply and/or performance period never entitles the other party to a payment of damages.

ARTICLE 5. | SPECIAL PROVISIONS FOR TAILOR-MADE ORDERS AND ACTIVITIES

1. Insofar as the agreement concerns the supply of goods made according to the specifications of the other party or goods to be processed or the performance of activities, this article applies, notwithstanding that stated in the remainder of these general terms and conditions.
2. If and insofar required for the setting up and/or performance of the agreement, the other party - whether or not upon request of Fiber Design - must always make all the relevant information for the performance of the agreement available to Fiber Design in a manner as prescribed by Fiber Design. If Fiber Design supplies supply instructions for the making available of this information by the other party, then these instructions must be strictly adhered to. The other party must also provide Fiber Design with all the cooperation required for the performance of the agreement. The other party takes all the reasonable measures to optimise the performance of the agreement.
3. If the other party fails to (fully) comply with the obligations as stated in the foregoing subsections of this article, or fails to do so on time or correctly, Fiber Design, notwithstanding that stated in the remainder of these general terms and conditions, is authorised to suspend the performance of the agreement and to recharge any subsequent damage, caused by the delay or otherwise, and any additional costs to the other party.

ARTICLE 6. | SUPPLY

1. Unless otherwise has been explicitly agreed, the supply is realised by delivery thereof at the delivery address specified by the other party. If the other party has not specified a delivery address, the invoice address is used as delivery address.
2. The risk of loss and damage is transferred to the other party the moment Fiber Design makes the goods available to the other party. Insofar as the other party is responsible for the transport of goods, or if this is a consequence of explicitly agreed supply conditions, then the goods are transported for the account and risk of the other party.
3. The other Party is obliged to purchase the items the moment when these are made available to him or are delivered. If the other party refuses to accept the goods for whatever reason or is negligent in supplying information or instructions necessary for the delivery, then the goods will be stored and/or removed for the account and risk of the other party, after the other party has received a warning to this effect from Fiber Design. In that case, the other party must pay the agreed price, as well as a reasonable price for the storage and possible removed of the goods.
4. Fiber Design is entitled to deliver orders in parts. If orders are delivered in parts, Fiber Design is entitled to invoice each part separately.

ARTICLE 7. | PERFORMANCE OF ACTIVITIES

1. Fiber Design must perform the agreed activities to the best of its abilities and knowledge, though he accepts, insofar the nature or intent of the agreement does not automatically involve a result obligation, no liability for not realising the result intended by the other party.
2. If it has been agreed that the activities will be performed in phases, then Fiber Design can suspend the performance of those parts that belong to the next phase, until the other party has approved the results of the preceding phase in writing.

3. The other party must make sure that all the set ups, facilities and other conditions necessary for the accurate performance of the activities are fully implemented on time, unless otherwise has explicitly agreed. The other party must, at its own account and risk and insofar as relevant, also ensure that:
 - the people employed by Fiber Design are given access to the location of the performance at the agreed time, that the place of performance is ready and suitable for the performance of the activities and the activities can be performed during normal working hours; if Fiber Design deems this necessary, the other party must provide the opportunity to perform the activities outside the normal working hours. Fiber Design will notify this as soon as possible;
 - if the other party is responsible for supplying the materials to be processed during the performance of the activities and/or for make certain goods available, such as equipment, these goods are made available by the people employed by Fiber Design in time;
 - the access roads to the place of performance must be suitable for the transport all the items required for the performance of the activities;
 - the determined place of installation is suitable for storage, supply and disposal of equipment and/or additional items;
 - all the safety and preventative measures taken and maintained during the performance of the activities, as well as any measures taken and maintained in order comply with a relevant government requirement;
 - Fiber Design is provided with the licences and approval of third parties required for the assignment on time, unless otherwise has been agreed.
4. Fiber design must be able to use any reasonably required facilities at the location where the activities are performed at no cost.
5. If the other party fails to meet its obligations as stated above, Fiber Design is entitled to suspend the performance of the agreement and to charge the other party for the hours of delay, hours spent waiting, damages and additional costs incurred, notwithstanding that stated in that stated in the remainder of these general terms and conditions.
6. Fiber Design is authorised to perform and invoice additional work without prior permission of the other party, if the costs of the additional work do not amount to more than 10% of the price originally agreed to.
7. Changes to an assignment on the initiative of the other party or caused or made necessary due to a change in the circumstances of the other party as a result of which the original cannot be (fully) maintained are reasonably performed as additional work and invoiced to the other party.
8. Any additional and less work deviating by more than 10% of that initially agreed by the parties, must be discussed by the parties. In the event of a cancellation by the other party, Fiber Design will be authorised to invoice any costs incurred and goods supplied to the other party up to the moment of the cancellation, which the other party must pay.

ARTICLE 8. | RESEARCH AND COMPLAINTS

1. Activities are regarded as completed the moment that Fiber Design has notified the other party thereof or the moment the other party reasonably knows that the activities have been completed.
2. Any defects of a part of the performance to not entitle the other party to reject the performance as a whole.
3. The other party must, upon supply, directly determine whether Fiber Design has accurately performed the agreement with regard to the goods delivered in order to determine whether the nature and the quantity thereof complies is in accordance with that stated in the agreement. If the other party considers that Fiber Design has not fully complied with the agreement, the other party must immediately inform Fiber Design thereof upon delivery.
4. In the event of a hidden defect, the other party must inform Fiber Design thereof in writing within seven days after they have become aware or should reasonably have become aware of the existence of the defect.
5. If the other party fails to file a complaint in time, then Fiber Design does not have any obligation in respect of such a complaint of the other party.

6. Insofar as the other party has stated in writing that the goods delivered/services supplies are in accordance with that stated in the agreement, any complaints involving this supply is not admissible.
7. Even if the other party files a complaint within the stipulated time, this does not remove the obligation of the other party to pay the agreed price and comply with the other obligations stated in the agreement.

ARTICLE 9. | GUARANTEE

1. Fiber Design guarantees the correct condition of the goods used and the promised qualities and any related correct operation of goods pursuant to the supplied product specifications.
2. A 12-month guarantee is provided on any goods that have not been manufactured or processed in accordance with the specifications of the other party. Any other goods, as well as goods purchased from third parties, are only subject to a guarantee insofar as this has explicitly been agreed by the parties.
3. No guarantee is given for consumables.
4. Defects to the supplied goods that are included in the guarantee are, subject to the assessment of Fiber Design, either repaired or replaced by a new good if Fiber Design considers that the defect is due to a manufacturing error or errors or shortcomings of the materials used as a result of which the other party cannot use the goods for the purposes for which they are reasonably intended.
5. The other party must return the goods, cash-on-delivery, to Fiber Design that are eligible for guarantee.
6. If Fiber Design determines that the goods offered for repair show no defects, then the other party must pay any costs incurred by Fiber Design in this respect.
7. All the guarantee claims are cancelled if the other party makes changes and/or repairs goods or has them performed, or if that delivered is not exactly used or treated in accordance with the accompanying or applicable the user manual, or is used or treated in another inappropriate manner, or if that delivered is or has been used or applied for other purposes than for which it was intended, or if the good supplied has been or is used in a way which could not reasonably have been expected by Fiber Design.
8. The other party can only invoke a guarantee after it has complied with its obligations in respect of Fiber Design.
9. The guarantee provisions of this article also apply to activities insofar as they could be applicable in light of the specific nature of the activities. The following subsections of this article also apply in this respect.
10. Fiber Design guarantees to perform the activities in such a way that they comply with the agreed specifications and the reasonable conditions to be imposed in this respect.
11. Fiber Design does not guarantee goods that although they have been assembled and installed etc. by or on behalf Fiber Design, have not been delivered by or on behalf of Fiber Design.

ARTICLE 10. | FORCE MAJEURE

1. Fiber Design does not have to meet any obligation in the agreement if Fiber Design is hindered in doing so by a circumstance which cannot be attributed to him pursuant to the law, a legal act or generally prevailing opinions.
2. During the period of a force majeure, the contractual obligations of the parties are suspended.
3. If the compliance of the agreement is permanently impossible due to a force majeure, or if the force majeure situation lasts or is likely to last longer than three months, the parties are entitled to dissolve the agreement with immediate effect.
4. If Fiber Design has only met its obligations partially at the time the force majeure situation commenced, or can only meet part of its obligations, it is entitled to separately invoice the part performed, or performable as if it were an independent agreement.
5. Damage resulting from a force majeure are never eligible for compensation, notwithstanding that stated in the previous subsection.

ARTICLE 11. | SUSPENSION AND DISSOLUTION

1. Fiber Design is, if justified by the circumstances, authorised to suspend the performance of the agreement or dissolve the agreement, fully or partly, effective immediately, if and insofar as the other party fails to meet the obligations of the agreement fully or fails to meet them in time, or if Fiber Design has learned after having concluded the agreement that there are circumstances that provide good grounds to fear that the client will not meet its obligations.

2. If the other party is declared bankrupt, or if a claim is made on his goods or can no longer freely dispose of its assets, then Fiber Design is entitled to dissolve the agreement, effective immediately, unless the other party has already provided sufficient security for the payment(s).
3. Fiber Design is also entitled to dissolve the agreement if and insofar as circumstances should occur that are of such a nature that meeting the agreement is impossible or if the unchanged maintaining of the agreement cannot reasonably be demanded of him.
4. The other party is never entitled to any payment of damages resulting from the suspension or dissolution right exercised by Fiber Design on the basis of this article.
5. Insofar as this can be attributed to the other party, the other party is obliged to pay the damages suffered by Fiber Design as a result of the suspension or dissolution of the agreement.
6. If Fiber Design dissolves the agreement on the basis of this article, all the claims of the other party are payable immediately.

ARTICLE 12. | PRICES AND PAYMENTS

1. Unless otherwise is specifically stated, all the prices listed by Fiber Design are excluding VAT and other legal levies, as well as transport and any travelling and accommodation costs involved with the performance of the activities.
2. If, after concluding the agreement, the VAT rate or other legal levies are changed, then Fiber Design is authorised to change the prices accordingly.
3. Fiber Design is entitled to recharge any price increases of cost price determining factors to the other party which have arisen after the agreement has been concluded.
4. Notwithstanding that stated in the previous two subsections, Fiber Design is always entitled to change its prices. The above mentioned price changes do not affect agreements already concluded.
5. Fiber Design is always authorised to demand a partial or full payment in advance of the agreed price.
6. In the event of an advance payment, the other party cannot exercise any right with regard to the performance as long as the advance payment has not been made.
7. The right of the other party to settle or suspend its claims on Fiber Design is excluded.
8. In the event of liquidation, bankruptcy or suspension of payment of the other party, the claims on the other party are payable immediately.
9. Unless otherwise is specifically agreed, the payment, insofar as the payment has been agreed after delivery, must be made within 30 days after the date of invoice in the manner instructed by Fiber Design.
10. If the payment is not made in time, the other party will be legally in default. From the day that the other party is in default, the other party must pay an interest of 1% per month on the outstanding amount, whereby a part of a month is regarded as a full month.
11. All reasonable costs, such as legal, extra-judicial and execution costs made in order to obtain the sums owed by the other party are payable by the other party.
12. Fiber Design is authorised to settle its debts to the other party with the claims of companies affiliated with Fiber Design on the other party. Fiber Design is also authorised to settle its claims to the other party with the debts of companies affiliated with Fiber Design on the other party. Fiber Design is also authorised to settle his debts to the other party with claims on the companies affiliated with the other party. Affiliated companies are companies that form part of the same group within the meaning of article 2:24b Civil Code, and a participation within the meaning of article 2:24c Civil Code.

ARTICLE 13. | LIABILITY

1. Fiber Design's liability is excluded for consequential damage or indirect damage, including at least loss of profit, lost savings, damage resulting from business interruption and reduced goodwill.

2. Fiber Design is never liable for damage resulting from the damage to, destruction of or loss of information or documents in relation to the use of the goods supplied or the completed activities realised by Fiber Design.
3. Fiber Design is never liable for damage resulting from the incorrect or incomplete information provided by the other party.
4. Fiber Design is entitled, at all times, to repair the damage of the other party for which Fiber Design is liable. The other party must provide Fiber Design the opportunity thereto; failure to do so will result in the cancellation of any liability of Fiber Design.
5. A condition for the arising of any entitlement to payment of damages is always that the other party reports the damage to Fiber Design as soon as possible after the damage have arisen.
6. The other party indemnifies Fiber Design from any damage resulting from claims of third parties due to product liability as a result of a defect in a good, installation or system that the other party supplied to a third party and that was included in the goods supplied by Fiber Design, unless the other party can prove that the damage was caused by those goods.
7. With regard to goods and services Fiber Design obtained from a third party, that contract and/or guarantee provisions applicable to the agreement in question will also apply to the agreement concluded by Fiber Design and the other party, if and insofar as Fiber Design invokes this.
8. Fiber Design is not liable for damage resulting from the performance of activities to or in respect of goods supplied by third parties.
9. Any information stated on the website of Fiber Design is purely informative. The other party cannot derive any rights from this information. Fiber Design is in particular not liable for the actions or the failure to act of the other party as a result of informative files placed on the website, including product specifications and/or dimensions.
10. The exclusions and limitations referred to in this article do not apply if and insofar as the damages results from the intentional and deliberate recklessness of Fiber Design.
11. If, despite that stated in these general terms and conditions, Fiber Design is still liable, that liability is limited to no more than the value of the invoice of the agreement (excluding VAT), i.e. that part of the agreement to which the liability of Fiber Design relates, in the understanding that the liability of Fiber Design will never amount to more than the amount paid out by the insurance company of Fiber Design under the given circumstances.
12. The extinguishing period of all claims and defence made in respect of Fiber Design amounts to one year after the claim has arisen and in any event after the lapsing of a three-year period after delivery by Fiber Design, regardless of the legal basis of the claim.
13. Except in cases of intent or conscious recklessness of Fiber Design, the other party will indemnify Fiber Design against all claims of third parties, in any capacity, with regard to the payment of damages, costs or interest relating to the performance of the agreement by or on behalf of Fiber Design, and the use of the goods delivered by or on behalf of Fiber Design.

ARTICLE 14. | RETENTION OF TITLE

1. All the goods sold and supplied by Fiber Design remain owned by Fiber Design until the other party has adequately met all his obligations resulting from the agreement.
2. Notwithstanding insofar as this is not reasonably permissible in view of his normal business operations, the other party is not permitted to sell, pawn or in any way mortgage the goods sold by Fiber Design under retention of title.
3. The other party is obliged to insure the goods under retention of time and to keep these insured against damage, such as fire and water damage and theft. The policy of this insurance will be made available upon first request to Fiber Design.
4. If third parties impound goods under retention of title, or wishes to claim these or have these imposed, then the other party is obliged to inform Fiber Design thereof as soon as possible.

5. The other party will give Fiber Design or a third party appointed by Fiber Design his unconditional permission to enter all those places where the goods under retention of title are located. If the other party fails to do so, Fiber Design is entitled to take back the products in question. All the reasonable costs incurred in this respect are payable by the other party.
6. If the other party has complied with its obligations, after Fiber Design has supplied the goods, the retention of title again arises with regard to these goods if the other party fails to comply with its obligations from an agreement concluded at a later time.

ARTICLE 15. | FINAL PROVISIONS

1. Fiber Design retains the copyright and any industrial property right on the offers, designs, images and drawings he has made and made available. This information cannot be copied or shown to third parties without Fiber Design's prior explicit permission thereto.
2. Each agreement and any resulting legal relations between the parties are exclusively subject to Dutch law.
3. The parties will try to resolve disputes between themselves. Any dispute that cannot be resolved by the parties will be brought before the courts.
4. Any legal disputes can only be settled by the competent court within the district of the town or city where Fiber Design has its registered office.
5. The Dutch version of the general terms and conditions takes precedence over any other versions.