



The general terms and conditions of sale, ordering and delivery of Intracare B.V.

The general terms and conditions of sale and the terms and conditions of delivery and ordering of Intracare B.V. as enclosed are applicable unless expressly stated otherwise in this quotation or another legally binding agreement.

On May 25, 2018, the General Data Protection Regulation (GDPR) applies throughout the European Union (EU), better known in the Netherlands as the Algemene Verordening Gegevensbescherming (AVG). Intracare respects your privacy. We are aware that you expect us to handle the personal information you have entrusted to us responsibly. That is why we conduct a policy aimed at the coherent and comprehensive protection of your personal data. Please read on our website <https://www.intracare.nl/privacy-terms> if you want to know more about our privacy policy.

Intracare B.V. requires that each of its employees, agents, representatives or distributors conduct their business in accordance with Intracare's core values, in compliance with all applicable laws and in a manner that reflects favorably on Intracare's companies, products and brands. Adherence to these core values and compliance rules is a condition of doing business with Intracare B.V.

Enclosures : Ordering and delivery terms of Intracare B.V.
: General terms and conditions of sale of Intracare B.V.



Ordering and delivery terms and conditions Intracare B.V.

Intracare supplies a range of top quality products with associated services. Intracare also offers its customers the choice of combining the standard service package with options and of adapting the service level to suit their needs. An overview of our terms and conditions of delivery and ordering is given below.

Supply chain services

	Products & Services offered
Product	We offer a complete range. Customers have a choice of over a wide range of articles in our top quality product range.
Services	Intracare provides services as described in this document. Unless stated as an option, these services are a part of the Intracare service as offered.
Pricing	Price list available by the responsible Sales Manager.
Price validity	Price list given by the responsible Sales Manager are valid from January 1st until December 31th yearly. In the case of unexpected increases in freight and/or raw materials prices, Intracare reserves the right to revise the pricing with a period of notice of four weeks.
Rush orders	A rush order, is an order placed with a requested delivery date at less than the standard lead time for delivery (SLT). The SLT is calculated based on production lead time, pick/pack time and loading time, and therefore may vary. This service offering is available provided that the accommodation is internally feasible.
Order change	In consultation
Demurrage costs	Shall be for the account of the purchaser, unless otherwise agreed.
Customized audit	In case our standard quality assurance is not sufficient you are able to request a customized audit in our plant. A one-day audit can be scheduled in consultation with your Sales Manager.
Customized documents	If our standard documents do not comply with your specific wishes, we will prepare and deliver the necessary documents. The costs for customized documents as legalisation by the Embassy or other institutes will be charged.
Tests and analyses	A Certificate of Analysis is a document issued by Quality Assurance which can be applied upon request.
Pallets	Packed products are supplied on non-returnable pallets.

	Ordering & Invoicing :
Sales	Your Sales Manager is your primary contact person in Intracare and is at your service.
Customer Service	Our Customer Service Team is at your disposal for dealing with customer orders, logistics, and customer service.
Annual volume	Customers notify Intracare annually of the quantity of they are likely to purchase. These quantities are to be taken at an even rate over the period of the contract, unless expressly agreed otherwise.



Ordering procedure	You can send your orders, preferably by e-mail, to our Customer Service Department in Veghel : E-mail: info@intracare.nl Telephone: +31 41 35 4105
Form of communication	Customers can choose to communicate by telephone, e-mail, and fax.
Terms and conditions of payment	60 days net of invoice date, unless otherwise agreed.
Invoicing	Invoices can be sent by post and/or e-mail.

	Availability
Production turnaround time	The maximum delivery time will depend on the type of product and are available at request at our customer service department.

	Quality and technical support
Certification and quality documents	Intracare products are made according to the highest quality standards. Quality certificates relating to purchased products are available for customers.
Technical support	There is a technical support team ready to respond to any complaints and/or questions you have.
Tracking & tracing	Tracking & tracing data can be provided upon request. Intracare takes immediate action in the case of emergencies. In other cases responses will be provided within 5 working days.
Innovation	Intracare is an innovative company and wants to respond to the future needs of its customers. If desired, in consultation with your Sales Manager, a review can be made about how Intracare's know-how can be used innovatively for customers.
Advice about product applications	On request we provide our customers within 10 working days advice about the use in their (possible) applications.

This document contains an overview of our supply on offer and is a supplement to our general terms and conditions of sale, but cannot be considered complete.



Article 1 General

These General Conditions of Sale shall be applicable to all offers, order confirmations and deliveries by the legal entities of Intracare, (hereinafter referred to as "Seller") and shall form an integral part of the sales agreement between Seller and Purchaser.

No other general conditions shall be applicable or set aside these General Conditions of Sale unless expressly agreed to by Seller in writing.

Article 2 Formation of the contract

Quotations made by Seller shall be without engagement unless explicitly stated otherwise. The agreement ("sales agreement") between Seller and Purchaser shall be formed by the confirmation of the order by Seller.

Article 3 Delivery

3.1 Delivery terms shall be interpreted in accordance with the INCOTERMS latest published by the International Chamber of Commerce, as at the date of the sales agreement. Title to the goods shall pass to Purchaser in accordance with Article 4 below.

3.2 The quantities stated in shipping documents such as weight certificates, bills of lading, sea-way bills, liner-way bills, and freight receipts, shall be deemed correct unless proven to be incorrect.

3.3 Packaging or products made available on loan shall be returned to Seller promptly after unloading of the goods, freight prepaid, failing which Seller shall be entitled to charge Purchaser an appropriate lease fee to be determined by Seller.

Article 4 Transfer of Title

4.1 The right of property in the goods delivered shall remain vested in Seller until the purchase price has been paid in full. During the period the property is still vested in Seller, Purchaser shall hold the goods in trust for Seller. If Purchaser fails to pay the purchase price of the goods in accordance with the payment terms stated on the invoice, Seller shall have the right to repossess the goods, without any prior notice being required.

4.2 Notwithstanding Section 4.1, Purchaser shall be entitled to use and/or sell the goods in the normal course of its business before the purchase price has been paid in full already.

4.3 The risk of loss of or damage to the goods shall pass to Purchaser on delivery in accordance with the agreed delivery term of Section 3.1.

Article 5 Price

5.1 The price is based on the exchange rates, duties, taxes, freight storage and insurance charges applicable at the time of the formation of the sales agreement. In case of any change in the applicable rates, duties, taxes or charges after the date of formation of the sales agreement but prior to the agreed date of delivery, Seller shall have the right to adjust the price accordingly.

5.2 In case of an increase in the prices of energy, raw materials or other materials necessary for the manufacture of the goods ordered by Purchaser occurring prior to the agreed date of delivery, Seller shall have the rights to increase the price of the goods ordered accordingly, provided that Seller shall give fourteen days prior written notice of each such increase and that Purchaser shall have the right to cancel the sales agreement within seven days of receipt of each such notice.

Article 6 Payment

6.1 The purchase price shall be paid to the bank account of Seller in accordance with the payment terms stated on the invoice. If Purchaser fails to pay any amount when due, then, without prejudice to any other right Seller may have:

- a) a default interest of 1.5% per month on the amount outstanding shall become due;
- b) all costs, including judicial, made in order to obtain payment by Purchaser of the amount or amounts due, shall be for account of Purchaser.

6.2 Amounts paid by Purchaser shall be credited by Seller against the debts receivable by Seller from Purchaser, including those pursuant to Section 6.1, in the chronological order of the due dates of the debts.

Article 7 Liability

No warranty is given and no representation is made by Seller, whether express or implied, as to the usefulness, sufficiency, merchantability or fitness for any purpose whatsoever of the goods supplied, unless explicitly given respectively made in writing. The correctness of information provided by Seller regarding the quality, composition or possible applications of the goods is warranted only if such warranty is explicitly stated in the sales agreement.

Seller's liability shall not exceed the net sales price of the goods concerned. In no event shall Seller's liability include indirect or consequential damages.

Article 8 Inspection, claims, notification

Upon receipt of the goods, Purchaser shall inspect the same, by analysis or otherwise, exercising such care is customary or appropriate in the circumstances.

Any claims concerning the quality or quantity of the goods delivered shall be submitted by Purchaser to Seller within 8 days from the date of receipt of the goods. Goods shall not be returned to Seller without prior written consent of Seller.

Article 9 Force Majeure

Neither party shall be deemed to be in default under the sales agreement and no liability shall result from non-performance of the sales agreement, if and to the extent the non-performance is caused by circumstances beyond the reasonable control of the failing party, including, but not limited to, war, fire, explosion, terrorist attacks, storm, flood, earthquake, sabotage, acts of government, labor disturbances, shortage of energy, raw materials and means of transport, breakdown of machinery and plant start-up problems.

Article 10 Hardship

If, prior to the date of delivery of the goods, the circumstances that existed at the date of conclusion of the sales agreement should change to such an extent as to make it impossible for either party to be reasonably required to fulfill one or more of its obligations under the sales agreement, and if such change could not have been reasonably foreseen by such party, then Seller and Purchaser shall jointly investigate, at the request of the injured party, whether such hardship can be removed in a manner acceptable to the non-injured party. If no agreement is reached within a reasonable time, the injured party shall be entitled to terminate the sales agreement.

Article 11 Applicable Law, Competent Court

In case of export sales the sales agreement shall be governed by and construed in accordance with the rules of the United Nations Convention on the International Sale of Goods and complementary thereto by the laws of the country where Seller is located.

All disputes with respect to any sales agreement regarding export sales shall be exclusively submitted to and finally settled by the competent court of Seller's registered office.
