

Terms and conditions; general delivery and trade conditions



Article 1: Applicability

1.1. These terms and conditions apply to all offers and all agreements for the execution of work or for purchase and sale made or entered into by HIPPO HOLLAND.

1.2. In these conditions, the provider / seller is referred to as the contractor, who uses these conditions, while the other party is referred to as the client.

1.3. Standard terms and conditions of the client do not apply unless these have been accepted in writing by the contractor.

Article 2: Offers

2.1. All offers are without obligation, unless explicitly stated otherwise. Offers are based on the information, drawings, etc. provided by the client with the application, of the accuracy that the contractor may assume.

2.2. The contractor has the right, if the assignment is not given to him, to charge the client all costs that he had to incur in order to be able to provide his offer

2.3. The prices quoted apply to delivery from the workshop, factory, yard, warehouse or store, excluding sales tax. The contents of brochures, printed matter, etc. do not bind the contractor unless explicitly referred to in the agreement.

Article 3: Rights of industrial and intellectual property

3. Unless otherwise agreed, the contractor retains the copyrights, as well as all other intellectual or industrial property rights, to the designs, sketches, images, drawings, models, software and quotes provided by him. These documents remain his property and may not be copied, shown to third parties or used in any other way without his explicit permission, regardless of whether the client has been charged for this. The client is obliged to return these goods to the contractor at the first request on pain of a fine of 1,000,- euro per day.

Article 4: Packaging

4. Necessary packaging is calculated at cost price and not taken back. The necessity of the use of packaging is at the discretion of the contractor.

Article 5: Advice, designs and materials

5.1. Information and advice provided by the contractor are only of a general nature and without obligation.

5.2. The contractor accepts no responsibility for a design worked out by or on behalf of the client, nor for any advice based on that design. The client himself is responsible for the functional suitability of the materials prescribed by the client. Functional suitability means the suitability of the material or part for the purpose for which it is intended according to the design of the client.

5.3. He takes responsibility for the designs made by the contractor himself. With regard to this, reference is made to the warranty provisions.

5.4. In the event of an assignment, the contractor will only take responsibility for designs that are not made by him or on his behalf for the production in accordance with the assignment and for the soundness of the materials used, insofar as these materials are not prescribed by the client. Client is authorized to have materials not prescribed by him examined for processing by third parties. The associated costs are for his account. After processing of the materials or parts, the client cannot rely on the fact that the material used is not functionally suitable, nor on other defects in the material that it could reasonably have discovered during an investigation.

5.5. If the client wishes to transfer the responsibility for the design made by or on behalf of the client to the contractor, the client does not have to accept the responsibility. The contractor must be allowed sufficient time to take a decision on this transfer. The contractor must thereby have the opportunity to study and calculate the entire design and the client must provide him with all data and documents that are necessary or useful for this purpose.

5.6. The contractor cannot be expected to do so in 5.5. the aforementioned investigation is carried out free of charge, unless the request for quotation already shows that the client wishes to transfer the responsibility to the contractor.

5.7. The contractor never accepts any responsibility for parts and / or materials made available or prescribed by the client himself.

Article 6: Agreements

6.1. Agreements, whatever they are called, only come into being after explicit acceptance by the contractor. This explicit acceptance appears from the written confirmation of the contractor, or from the fact that he implements the agreement.

6.2. Agreements with subordinate employees of the contractor do not bind the latter insofar as they have not been confirmed in writing by him. In this context, subordinate personnel can be considered to be all employees and employees who do not have a proxy.

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Article 7: Delivery time and delivery location

7.1. Delivery takes place ex workshop, factory, yard, warehouse or store at the choice of the contractor, unless otherwise agreed in writing.

7.2. The delivery time is set in the expectation that the contractor can continue to work if it was provided at the time of the offer and the necessary materials will be delivered to it in a timely manner. Exceeding the delivery time can only give rise to compensation if agreed in writing.

7.3. If, after the expiry of the delivery period, the goods have not been purchased by the client or cannot be added to the work, the goods are at the client's disposal and are stored for his account.

Article 8: Unfeasibility of the assignment

8.1. If after the conclusion of an agreement it cannot be complied with by the contractor as a result of circumstances that the contractor was not aware of when the contract was concluded, the contractor has the right to demand that the content of the agreement be amended in such a way that implementation is possible. remains.

8.2. In addition, the contractor has the right to suspend the fulfillment of his obligation and he is not in default if, as a result of a change in circumstances that were not reasonably expected at the time of the conclusion of the agreement and that are beyond his sphere of influence, he was temporarily prevented. is to fulfill its obligations.

8.3. Circumstances that cannot reasonably be expected and are outside the sphere of influence of the contractor also include the failure of suppliers and / or subcontractors of the contractor to fulfill their obligations, fire, strikes or work interruptions or the loss of the materials to be processed, import or trade bans.

8.4. There is no power to suspend performance if performance is permanently impossible or temporary impossibility continues for more than six months, in which case the agreement between the parties is dissolved without one of the parties being entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.

8.5. If the contractor has partially fulfilled his obligation, he is entitled to a proportional part of the agreed price on the basis of the work already performed and the costs incurred.

Article 9: Scope of the work contracted

9.1. Client ensures that the permits, exemptions and similar decisions that are necessary to carry out the work are available on time.

9.2. The agreed price for accepted works does not include (unless explicitly confirmed otherwise):

- a. earthworks, pile-driving, chopping, breaking, foundation work, masonry, carpentry, stucco, painting, wallpapering, repair or other construction work, of whatever nature, nor the costs of connection to the main pipe network sewerage, gas or water or on the electricity grid.
- b. the multiple aids for lugging those parts that cannot be handled by the contractor himself, as well as the hoisting or lifting equipment and hoists required for this purpose.
- c. taking measures to prevent damage to items present at or near the work.
- d. the extra costs of disposal associated with the nature of the material to be removed, such as in the case of hazardous building materials and / or chemical waste risk.

Article 10: Changes to the adopted works

10.1. All changes to the contracted work, whether due to a special assignment from the client, or as a result of a change in the design or caused by the fact that the information provided does not correspond to the actual execution of the construction, or due to deviations from estimated quantities, belong if several costs arise, to be considered as additional work, and to the extent that less costs arise as less work.

10.2. Additional work will be calculated based on the price-determining factors that apply at the time the additional work is performed. Less work will be settled on the basis of the price-determining factors applicable at the conclusion of the agreement.

10.3. If at the final settlement of the work it appears that the total of the deducted and deducted work, exceeds that of the deducted and deducted extra work, the contractor is entitled to an amount equal to 10% of the difference between these totals, unless the request for less work came from the contractor.

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Article 11: Assembly

11.1. Assembly is carried out at the normally applicable rates. The personnel responsible for assembly are required to assemble the material supplied by the contractor and / or the material included in the assignment.

11.2. The contractor is not liable for assembly work that falls outside the assignment.

11.3. The client must ensure that the contractor can carry out his work undisturbed. To this end, the client must ensure, among other things, that gas, water and electricity are present in the room in which the work is to be carried out and that the room is or can be heated, unless the nature of the agreement dictates otherwise.

The client shall ensure at its own expense and risk that suitable accommodation, proper sanitary facilities and provisions required by the Working Conditions Act are present for the contractor's staff and that the necessary lockable dry storage sites for material, tools and other items are present on the construction site.

11.4. If, due to causes not attributable to the contractor, assembly cannot take place regularly and without interruption or is otherwise delayed, the contractor is entitled to charge the resulting additional costs to the client at the rate applicable at that time.

11.5. All possible unforeseen costs are for the account of the client, in particular:

- a. costs incurred because the assembly cannot take place during normal daytime hours;
- b. travel and accommodation costs that were not included in the price.

11.6. The client must be present when the work is completed and check whether the work has been properly completed.

11.7. Complaints after the departure of the assembly staff regarding the execution of the work or the duration thereof will not be processed, unless the client demonstrates that he could not reasonably have discovered a defect when the work was completed. In that case, the client must lodge a complaint with the contractor in writing within eight days of the discovery of the defect and give it the opportunity to repair a defect if the report falls within the guarantee period. The Client must state what the defect is and when and how he has discovered the defect.

Article 12: Delivery

12.1. A work is considered completed:

- a. if the contractor has notified the client either in writing or verbally of the completion of the work and the latter has approved the work;
- b. eight days after the contractor has notified the client in writing that the work has been completed and the client has failed to take up the work within that period;
- c. upon commissioning of the work by the client, on the understanding that the commissioning of a part of the work will be deemed to have been completed.

12.2. Minor defects that can be repaired within 30 days after delivery will not prevent delivery.

12.3. Upon withholding approval for the work that prevents delivery, the client is obliged to notify the contractor of this in writing, stating the reasons.

12.4. If, due to causes not attributable to the contractor, any part cannot be delivered at the same time as the delivery, the delivery will nevertheless be possible. With this, however, the payment and guarantee provisions can be taken into account.

Article 13: Liability

13.1. The contractor is only liable for damage suffered by the client, which is directly and exclusively the result of a shortcoming attributable to the contractor, on the understanding that compensation only qualifies for damage for which the contractor is insured, or reasonably, in view of the industry custom should have been insured. In addition, any liability is limited to the amount that is paid out under our professional liability insurance in the case concerned. The following restrictions must be observed:

- a. Business damage (business disruption, mooring fees and other expenses, loss of income and the like), for whatever reason, does not qualify for compensation. Client must insure itself against damage if desired.
- b. The contractor is not liable for damage (whatever) caused by or during the execution of the work or the assembly of delivered goods or installations to goods that are being worked on or to goods that are located in the vicinity of the place where work is being carried out, unless and insofar as the contractor is insured for this.
- c. Contractor is not liable for damage caused by intent or gross negligence of auxiliary persons.
- d. The damage to be compensated by the contractor will be moderated if the price to be paid by the client is small in relation to the extent of the damage suffered by the client.

13.2. The client shall indemnify the contractor against any claim from third parties for compensation against the contractor with regard to the use of drawings, samples, models or model plates or other items or data sent by the client and is liable for all costs ensuing therefrom.

13.3. The client is liable for all damage as a result of loss, theft, fire or damage to the goods, tools and materials of the contractor as soon as they are on the work, all this to the extent that this cannot be attributed to a contractor.

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Article 14: Warranty

14.1. The contractor is responsible for the proper execution of a contracted work in relation to construction and material insofar as the contractor was free to choose them, on the understanding that it is responsible for all parts which, during a period of six months after delivery due to insufficient construction and / or defective material becomes defective, free new parts will be supplied. The parts to be replaced must therefore be sent carriage paid to the contractor. The contractor becomes the owner thereof. Disassembly or assembly of these parts is at the expense of the client.

If the assignment consisted of the processing of material supplied by the client, the contractor is responsible for the soundness of the performed work.

If during a period of six months after delivery it appears that the operation was defective, the contractor will, at its option: re-perform the operation, provided that the client supplies new material for its own account, repair the defect or credit the client for a proportional part of the invoice. .

14.2. In the event of defective delivery, the contractor has the right to fully credit the defective item to the client or to repair the defective item, or to re-deliver, after carriage paid return of the defective item.

14.3. The client must at all times offer the contractor the opportunity to repair any defect.

14.4. Defects caused by normal wear and tear, improper treatment or improper or incorrect maintenance or those that occur after alteration or repair made by or on behalf of the client himself or by third parties, are not covered by the guarantee.

For machinery, stamps, molds, model plates, instruments, tools, installations, tools or delivered articles with a factory warranty, the warranty stipulations set by the factory apply, contrary to the above. If the factory does not provide a guarantee, the contractor will also not provide a guarantee. No guarantee is given for machinery, stamps, molds, model plates, instruments, tools, installations, tools or other types of delivered items that were (essentially) not new at the time of delivery.

No guarantee is given for machinery, stamps, molds, model plates, instruments, tools, installations or assemblies that have not been assembled by the contractor, nor for those that have been assembled by him but not supplied by him.

14.5. The guarantee only applies if the client has fulfilled all its obligations towards the contractor (both financially and otherwise), or has provided sufficient security for this.

Article 15: Transport

15.1. All goods travel from the moment of shipment at the expense and risk of the client. Even if the contractor is responsible for the transport, the client is liable for all damage related to the transport. Client must take out adequate insurance against this risk.

15.2. Should an appeal be made to the provisions of Article 15.1. if the contractor never assumes any further compensation than the amount that he can obtain in connection with the loss or damage during transport from the carrier and / or insurer and will, at the request of the client, make his claim against the carrier or insurance company. assign the client.

Article 16: Goods not collected

16.1. If the client does not collect goods that the contractor has from the client, despite the fact that they have been made available, against payment of the owed amount, the contractor has the right one month after making the goods available after written notice of default for and on behalf of the client. to sell or have it sold under the obligation to pay the proceeds to the client, minus the claims due to the contractor, including storage costs.

Article 17: Payment

17.1. Payment must be made at the contractor's offices.

17.2. Payment conditions are arranged according to the nature and importance of the delivery or the work to be performed. Unless otherwise agreed, the payment conditions are as follows:

- Normal delivery business with individuals cash.
- Regular delivery of trading partners within 30 days after the invoice date or otherwise if agreed in writing.
- Larger objects and contracting work:
 - 50% of the agreed price upon assignment
 - 50% of the agreed price for delivery.

17.3. Expenses for the account of the contractor advanced by the client are settled with the payment resp. upon payment of the final installment if payment in installments has been agreed.

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17.4. The Contractor is always entitled, prior to delivery or to continue with the delivery or the fulfillment of the assignment, to require security that he deems sufficient for the fulfillment of the payment obligations of the Client.

This provision also applies if credit is stipulated. Refusal by the client to provide the required security gives the contractor the right to dissolve the agreement by means of a written statement to that effect, without prejudice to the contractor's right to reimbursement of expenses and loss of profit.

17.5. The contractor is also entitled, if the client is in default with the fulfillment of his payment obligations, to suspend the work, even if a fixed delivery time has been agreed.

17.6. Regulations of any authority, which prevent the use of the goods to be delivered or already delivered, do not change the financial obligations of the client.

17.7. The right of the client to settle any claims it may have against the contractor is expressly excluded.

17.8. The entire purchase price or contract sum is in any case immediately due and payable in the event of late payment of the agreed term on the due date, when the client is in a state of bankruptcy, applies for a moratorium on payments or if his claim for undercurrence is requested, if any seizure of the goods or claims of the client is laid, and when he dies, goes into liquidation or is dissolved.

17.9. If the payment of a sent invoice has not taken place within one month and after the invoice date, the contractor is entitled to charge the client compensation for loss of interest equal to the statutory interest after the expiry of the said term, but with a minimum of 10% per year if the statutory interest is lower than 10%, with interest for a part of the month being calculated as a full month.

17.10. The contractor is furthermore entitled to claim, in addition to the principal claim and the interest from the client, all extrajudicial costs caused by the non-payment or late payment. Extrajudicial costs are owed by the client, in any case when the contractor is insured for the collection of the help of a third party.

They will be calculated in accordance with the collection rate that is advised by the Netherlands Bar Association in collection cases.

The mere fact that the contractor has assured himself of the help of a third party shows that the size of and the obligation to pay the extrajudicial costs.

If the contractor applies for the bankruptcy of the client, it will owe the costs of the bankruptcy petition in addition to the principal, interest and extrajudicial costs.

17.11. If the contractor is fully or partially upheld in legal proceedings, all costs incurred by the contractor in connection with these proceedings will be borne by the client.

Article 18: Complaints or complaints

18.1. The client can no longer rely on a defect in the performance if, in the guarantee period, he has not complained in writing to the contractor within eight days after he has discovered the defect or should reasonably have discovered it, whereby he must indicate in writing to the contractor what the defect is and when and how he discovered the defect.

18.2. Complaints about invoices must be submitted in writing within eight days after receipt of the invoice.

18.3. The client loses all rights and powers that were at his service on the grounds of defects if he has not complained within the aforementioned periods and / or he has not offered the contractor the opportunity to repair the defects.

Article 19: Price change

19.1. The agreed prices are based on the costs of materials and wages applicable on the day of the offer.

19.2. If and insofar as the period between the date of the offer and the delivery or delivery exceeds a period of six months and the wages, the prices of the materials and the like have undergone changes in that period, the agreed price or the agreed contract sum will be changed proportionally. The payment of any additional price on the basis of this article will be made at the same time as the principal or the last installment thereof.

19.3. If the client makes materials or raw materials and other articles available to the contractor for the execution of the work, the contractor has the right to calculate the contract price or to include in his price calculation a maximum of 10% of the cost price of the items supplied.

Article 20: Retention of title and pledge

20.1. The client will only become the owner of the goods delivered or to be delivered by the contractor under the condition precedent as long as the client has not paid the claims of the contractor for the consideration of the agreement or a similar agreement. The contractor also remains the owner of the goods delivered or to be delivered as long as the client has not paid for the work performed or to be performed under such agreements and as long as the client has not paid claims for failure to comply with such agreements, including claims relating to fine, interest and costs.

20.2. Client is, as long as it has not paid the above claims, not entitled to establish a mortgage, a lien or a lien on the goods supplied by the contractor and undertakes to declare to third parties who wish to establish such a right on the first request of the contractor that he is not authorized to establish a mortgage or lien.

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20.3. In the event that the client fails to fulfill any obligation under the agreement with regard to the goods sold or work to be performed towards the contractor, the latter is entitled to take back the goods, both the originally delivered and the newly formed goods, without notice of default. The client authorizes the contractor to enter the place where these goods are located.

20.4. The contractor provides the client the moment that the client has fulfilled all his payment obligations under these and similar agreements the ownership of the delivered goods subject to the pledge of the contractor, for the benefit of other claims that the contractor has against the client. At the first request of the contractor, the client will lend its cooperation to actions that are required in that context.

Article 21: Termination

21.1. Complete or partial dissolution of the agreement takes place through a written statement from the person entitled to do so. Before the client submits a written declaration of dissolution to the contractor, he will always first give the contractor written notice of default and grant it a reasonable period of time to still fulfill his obligations or to rectify shortcomings, which shortcomings the client must accurately report in writing.

21.2. Client has no right to dissolve the agreement in whole or in part or to suspend his obligations if he himself was already in default with the fulfillment of his obligations.

21.3. If the contractor agrees to dissolution, without there being any negligence on his part, he always has the right to compensation for all financial loss such as costs, lost profit and reasonable costs for determining damage and liability. In the event of partial dissolution, the client cannot claim the cancellation of services already performed by the contractor and the contractor is fully entitled to payment for the services already performed by him.

Article 22: Applicable law

22.1. Dutch law applies to all agreements.

22.2. The provisions of the Vienna Sales Convention are not applicable, nor are any future international regulations on the purchase of movable tangible property whose operation can be excluded by the parties.

22.3. All disputes arising from offers and agreements, whatever the name may be, will be subject to the judgment of the civil court that has jurisdiction at the place of business of the contractor, unless legal provisions dictate otherwise.

Article 23

23. Minor deviations of the products in color, design and quality other than stated cannot be excluded. The right to implement technical changes and versions of the products is ours. All prices are subject to change.