

General conditions of purchase Econvert Water & Energy



ARTICLE 1. APPLICABILITY OF CONDITIONS

1. These General Conditions of Purchase apply to all requests for quotations, orders and agreements wherein Econvert Water & Energy b.v. (hereinafter referred to as Econvert) acts as requesting/purchasing party and as such by Econvert has been declared applicable.
2. Any deviations from or additions to these conditions require express written consent.
3. General Conditions, however described, of the Counterparty of Econvert (hereinafter referred to as "the Counterparty") shall not apply.
4. For the application of the conditions, one should be aware that staff of the Counterparty also contains third parties involved by the Counterparty for the execution of the agreement.
6. If Econvert requests the Counterparty to postpone the work, the agreement remains unchanged.
7. Delivery also includes the delivery of all associated resources as referred to in Article 7 and all associated documentation like drawings, quality-, inspection- and warranty certificates, maintenance- and instruction books with manuals.
8. The Counterparty is not authorized to make partial deliveries, or partial works. If the conducting of partial deliveries or partial works is nonetheless agreed upon in writing, for the purpose of these conditions delivery shall also include a partial delivery.
9. Inspection of matters in accordance with Article 13 involves delivery nor purchase.

ARTICLE 2. ORDERS, AGREEMENTS

1. Written orders of Econvert must be confirmed by the Counterparty by sending a signed order confirmation.
2. Implementation of a verbal order can only take place after a written confirmation by Econvert.
3. If and to the extent the procedure as intended in the paragraphs 1 to 4 of this article takes place electronically (Electronic Data Interchange) or fax, these will be equated to written documents.
4. If during the execution of the agreement drawings, models, specification, instructions, inspection requirements and similar, provided or approved by Econvert, are used, these are part of the agreement, unless written otherwise agreed.

ARTICLE 3. PRICES

1. The agreed prices and rates are fixed and cannot be offset, and are in Euros, excluding VAT, unless otherwise specified in the application letter.

ARTICLE 4. DELIVERY

1. For the interpretation of delivery conditions the "Incoterms", edition 2010, published by the International Chamber of Commerce, Paris will apply.
2. Delivery shall be unloaded at the delivery location, exactly at the agreed place and time, or within the agreed period.
3. As soon as the Counterparty knows or should know that they will fail in the fulfillment of the agreement are they obliged to do immediately written notification thereof to Econvert stating the reasons. Without prejudice to the right of Econvert in accordance with Article 9, the parties discuss whether, and if so, in what way the arisen situation can still be arranged to the satisfaction of Econvert.
4. If Econvert applies a penalty clause in an agreement, it allows the right of Econvert to claim fulfillment and/or compensation unimpeded.
5. If Econvert requests the Counterparty to postpone the delivery, the Counterparty will properly pack the goods and store them recognizable destined for Econvert, secure and insure, against a compensation to be agreed on in writing.

ARTICLE 5. PACKAGING, TRANSPORTATION AND STORAGE

1. The goods must be packaged and labeled properly in compliance with the legal requirements and other government regulations, as these apply in the countries of production, shipment, transit and destination of the goods, this to the extent that these countries are known to the Counterparty or may reasonably be assumed to be known.
2. The Counterparty is responsible for the transportation including any hoisting and storage of the goods until the time of delivery on the destination.
3. The Counterparty is responsible for the removal of its enclosed packaging and waste, and should dispose these in accordance with regulations established by law.
4. The Counterparty shall provide the goods to be delivered with a clearly visible packing list and/or invoice copy which shall always mention: name and address of supplier, order number, net weight, country of origin, invoice value of the delivery, VAT number Counterparty, commodity code, mode of transport and delivery location.

ARTICLE 6. OWNERSHIP

1. The ownership of the materials is transferred from the Counterparty to Econvert at the time of delivery, or as otherwise agreed in writing.
2. The ownership of installations, or part of an installation, will be transferred from the Counterparty to Econvert at the time of written acceptance by Econvert, by means of a delivery report.

ARTICLE 7. AUXILIARIES

1. Purchased or manufactured materials, drawings, model, templates, tools, instruction, specifications and other tools made available by Econvert or procured by the Counterparty for the purpose of the delivery to Econvert, remain the property of Econvert or become the property of Econvert at the time of purchase or manufacture.
2. The Counterparty is obliged to mark the auxiliaries referred to in the preceding paragraph as recognizable property as holder for Econvert, to keep them in good condition and insure them for its account against all risks as long as they act as holder with respect to these auxiliaries.
3. The Counterparty is not allowed to remove or change any reference on the auxiliaries concerning property rights of Econvert.

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4. The auxiliaries will be made available to Econvert on first request or simultaneously with the last delivery of the goods to which the auxiliaries relate.
5. Auxiliaries used by the Counterparty for the implementation of the agreement will be submitted for approval to Econvert on first request.
6. Changes to or deviation from the by Econvert made available or approved auxiliaries is only permitted after prior written approval by Econvert.
7. The Counterparty will not (let) use the auxiliaries for or in relation with any purpose other than the delivery to Econvert.
8. The Counterparty should at first request of Econvert inform Econvert by means of a status overview about the number and quality of the auxiliaries of Econvert that the Counterparty has in its possession.
9. Econvert is authorized to let the Counterparty sign ownership statements regarding the auxiliaries. The Counterparty shall cooperate to this.
3. Payment by Econvert implies in no way waiver of rights.
4. Econvert is at all times authorized to offset claims of the Counterparty on Econvert with claims that Econvert, for whatever reason, has on the Counterparty or on companies belonging to the same concern as the Counterparty.
5. In quantity or quality deviating deliveries will only be paid by Econvert when and insofar agreed upon in writing beforehand.

ARTICLE 11. LIABILITY

ARTICLE 8. APPROVAL, PERMISSION

1. The approval or permission granted by Econvert in respect of any fact to the Counterparty, as referred to in these conditions, does not release the Counterparty of its obligations from the agreement.

ARTICLE 9. MODIFICATIONS

1. Econvert is entitled to require that the quantity and/or quality of the goods to be delivered is/are changed. Econvert is authorized to make modifications in the drawings, models, instructions, specifications and the like with respect to the goods to be delivered. Econvert makes a timely written notification of the requested and/or made changes and/or modifications.
2. If such a change in the opinion of the Counterparty has consequences for the agreed fixed price and/or delivery time they will inform in writing, before giving effect to the modification, Econvert about this matter as quickly as possible, but no later than 8 days after the notification of the requested change.
3. If the, by the Counterparty in accordance with the preceding paragraph indicated, consequence for the price and/or delivery time are unreasonable in the opinion of Econvert with respect to the nature and extent of the change, Econvert has the right to terminate the agreement by means of a written notification to the Counterparty, unless this would be manifestly unreasonable considering the circumstances. A termination based on this paragraph gives neither party a right to compensation for any damage.
4. The Counterparty is only authorized to make changes in the implementation of the agreement or to carry out after preceding written permission of Econvert. Requests for change must be submitted in writing by the Counterparty.

ARTICLE 10. PAYMENT, INVOICE

1. Payment takes place 30 days after delivery and receipt of the invoice that meets the conditions mentioned in Article 5.4, provided the approval of the delivery and receipt of all corresponding documentation.
2. Econvert is authorized, in order to ensure the fulfillment of the obligations of the Counterparty arising from the agreement, in cases to be determined by Econvert to demand that the Counterparty delivers an unconditional and irrevocable bank guarantee by a bank acceptable to Econvert. The cost of the bank guarantee shall be charged to the Counterparty.

1. Econvert is not liable for damage on the side of the Counterparty and its employees, unless the damage is caused by gross misconduct, gross negligence or intent on the side of Econvert.
2. The Counterparty is liable for all damages suffered by Econvert as a result of the acts or omissions of the Counterparty and the acts or omissions of staff of the Counterparty.
3. The Counterparty is liable for all damage as referred to in Title 6.3.3 of the Dutch Civil Code, that is suffered by Econvert and/or third parties as a result of defects of goods delivered by the Counterparty so that it does not provide the safety which one is entitled to expect. This liability covers the damage as a result of lack of a part of the case, which originates from a third party (like components, raw materials etc.).
4. The Counterparty will ensure themselves sufficient against the liability as referred to in this article and provides Econvert insight into the policy if desired.

ARTICLE 12. QUALITY, WARRANTY

1. The Counterparty guarantees that the goods delivered:
 - a. meet the agreement;
 - b. possess the properties that have been promised;
 - c. are free from defects and rights of third parties;
 - d. meet the legal requirements and other governmental regulations such as in the field of quality, health, safety and environment, all as applicable in the countries of manufacturing, shipment, transit and destination of the goods on the time of delivery, this to the extent that these countries are known to the Counterparty or it may reasonably be assumed known.
2. If the goods, regardless the results of any inspection, do not appear to comply with the provisions of paragraph 1 of this article, the Counterparty will for its own account repair or replace the goods at the choice and at first written notice of Econvert, unless Econvert prefers termination of the agreement, in accordance with Article 9 paragraph 3 and further.
3. In urgent cases and if after consultation with the Counterparty must reasonably be assumed that they will not or cannot, not timely or not properly provide repair or replacement, Econvert has the right to perform reparation or replacement, or to have it carried out by third parties for the account of the Counterparty. This does not release the Counterparty of its obligations from the agreement.
4. The Counterparty guarantees Econvert confidentiality towards third parties of all business information originating from Econvert, which has come or brought in any way to her knowledge.
5. Staff of the Counterparty must comply with the general requirements of competence and expertise. If, in the opinion of Econvert, there is not sufficiently qualified staff, Econvert is authorized to order removal of the staff concerned and the Counterparty is obliged to take adequate measures and to implement these in consultation with Econvert.

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ARTICLE 13. INSPECTION, INCOMING CONTROL

1. Inspection of the goods by Econvert or persons designated by Econvert or organizations can take place both before and after delivery.
2. The Counterparty shall provide access to the places where the goods are produced, or stored and shall cooperate with the desired inspections and provides for its account the required documentation and information. The Counterparty shall also make every effort in order to enable Econvert or third parties on behalf of Econvert to carry out inspections at the contracting party(ies) of the Counterparty, some things if and as far this relates to the agreement.

3. If cases are disapproved completely or partly, Econvert will let this know as early as possible by writing to the Counterparty, which should be considered as a notice of default within the meaning of the law.

ARTICLE 14. APPLICABLE LAW, DISPUTES

1. Only Dutch law applicable on the agreement and all agreements arising therefrom is.
2. Any disputes arising from the agreement or that shall arise in association with that, if and as far the parties do not come amicably to a solution possibly after the intervention of an independent mediator, shall be submitted to a competent court.