

GENERAL TERMS AND CONDITIONS OF IMPULSE PUMPS B.V.

Registered at the Chamber of Commerce of Central Gelderland under dossier number 09163688

Article 1 Definitions

1. The following terms are defined as listed below - unless stated otherwise - in these general terms and conditions:

Impulse Pumps B.V.: user of the general terms and conditions, hereinafter referred to as Impulse;

Buyer: the other party vis à vis Impulse, acting in the exercise of his profession or business;

Contract: the contract between Impulse and the buyer

Article 2 General

1. The stipulations of these general terms and conditions apply to every quotation and every contract between Impulse and a buyer to which Impulse has stated that these terms and conditions apply, to the extent that these terms and conditions are not specifically deviated from in writing by parties.

2. The present terms and conditions also apply to all contracts with Impulse for the implementation of which third parties must be involved.

3. The general terms and conditions of the buyer are only applicable if it is specifically agreed, in writing, that those terms and conditions apply and the present terms and conditions do not apply. In that case any possible stipulations regarding which there may be any dispute in the general terms and conditions of Impulse and the buyer only apply between parties if and to the extent that they comprise a part of the terms and conditions of Impulse.

4. If one or more stipulations in these general terms and conditions are invalid or may become invalid, the remaining stipulations of these general terms and conditions continue to apply. If this occurs, Impulse and the buyer shall consult in order to agree upon new stipulations to replace the stipulations that are or become null and void, with regard to which the objective and purport of the original stipulation(s) must be borne in mind as far as possible.

Article 3 Quotations and offers

1. All quotations are non-binding, unless something to the contrary is specified in writing in the contract.

2. The quotations issued by Impulse are non-binding; they are valid for thirty days, unless specified otherwise. Impulse is only bound to quotations if the buyer has confirmed their acceptance in writing within thirty days.

3. Delivery times in quotations issued by Impulse are indicative and, should they be exceeded, give the buyer no right to dissolve the contract or claim damages, unless something to the contrary is specifically agreed.

4. The prices in the above-mentioned quotations and offers are exclusive of VAT and other levies by the government authorities, and of possible shipping, transport and packaging costs, unless something is specifically stated to the contrary.

5. If acceptance (on subordinate points) by the buyer differs from that which is offered in a quotation, Impulse is not bound to such a quotation. In that case, a contract is not established based on such acceptance subject to deviating points, unless Impulse states otherwise.

6. A price quotation consisting of various factors does not commit Impulse to deliver part of the goods comprised in the quotation or offer for a corresponding part of the specified price.

7. Quotations or offers do not automatically apply to repeat orders

Article 4 Fulfilment of the contract

1. Impulse shall fulfil the contract to the best of its understanding and capacity and in accordance with the principles of professional skill.

2. If and to the extent that good fulfilment of the contract demands this, Impulse has the right to have certain tasks carried out by (a) third party(ies).

3. The buyer shall ensure that Impulse is supplied, in good time, with all information that Impulse states is necessary or which the buyer should reasonably comprehend is necessary to the fulfilment of the contract. If Impulse is not provided with the information required in order to fulfil the contract on time, Impulse has the right to suspend fulfilment of the contract and/or invoice the buyer at the usual rates for the extra costs resulting from the delay.

4. Impulse is not liable for loss, of any nature whatsoever, due to the fact that Impulse based its work on incorrect and/or incomplete information provided by the buyer.

5. If it is agreed that the contract shall be carried out in phases, Impulse can suspend the implementation of work that belongs to a subsequent phase until the buyer has approved the results of the preceding phase in writing.

6. If Impulse, or third parties hired by Impulse in the context of the order, carry out work on the premises of the buyer or at a location specified by the buyer, the buyer is responsible for providing the facilities that the employees may reasonably expect to have provided for them, free of charge..

7. The buyer indemnifies Impulse with regard to possible claims from third parties who may incur loss in connection with the fulfilment of the contract and which loss is attributable to the buyer.

Article 5 Delivery

1. Delivery is effected from a location specified by Impulse.

2. If delivery is effected based on Incoterms, the Incoterms that are in effect at the time at which the contract is executed apply.

3. The buyer is obliged to accept goods at the time at which Impulse delivers them to him or has them delivered to him, or at the time at which these are made available to him in accordance with the contract.

4. If the buyer refuses to accept goods or defaults in terms of providing information or instructions that are necessary for the delivery, Impulse is authorized to store the goods at the expense and risk of the buyer.

5. If the goods are delivered, Impulse is authorized to invoice the buyer for any possible delivery costs. These shall then be invoiced separately.

6. If Impulse requires information from the buyer in the context of the fulfilment of the contract, the delivery time commences after the buyer has provided Impulse with this information.

7. If Impulse has specified a date of delivery, this is indicative. A specified delivery time is therefore never a deadline. If a date is exceeded the buyer must give Impulse notice of default in writing.

8. Impulse is authorized to deliver the goods in parts unless something to the contrary is specified in the contract or if a partial delivery would have no value on its own. Impulse is authorized to issue a separate invoice for what was delivered in this manner.

9. If it has been agreed that the contract shall be fulfilled in phases, Impulse can suspend the fulfilment of the parts that belong to a subsequent phase until the buyer has issued a written approval of the results of the previous phase.

Article 6 Samples and models

1. If the buyer has been shown or given a sample or a (demo) model, this shall be considered to have been only an indication, without the object being required to be consistent with specifications unless it has been specifically agreed that the object must indeed be consistent with specifications.

2. With regard to contracts concerning real estate, specifications of the surface area or other dimensions and details shall be understood to be an indication only, without the actual object having to be consistent with these specifications.

Article 7 Inspection, complaints

1. The buyer is obliged to inspect that which is delivered at the time of delivery or in any case as soon as possible, or to have such an inspection carried out. At that time, the buyer must determine whether the quality and quantity of that which has been delivered is consistent with that which has been agreed upon, or whether it in any case fulfils the requirements that would be expected of it in normal (commercial) traffic

2. Possible visible defects or shortcomings must be reported to Impulse in writing within three days after delivery. Invisible defects or shortcomings must be reported within three weeks after they are discovered or in any case at the latest within three months after delivery.

3. If a complaint is made in accordance with the above paragraph, the buyer continues to be obliged to accept and pay for the goods that have been purchased. Should the buyer wish to return defective goods, this shall take place with the prior written agreement of Impulse in the manner as specified by Impulse.

Article 8 Payment, price and costs

1. If Impulse has agreed upon a fixed price with the buyer, Impulse is nonetheless authorized to increase the price.

2. Impulse may, among other things, charge through price increases, if between the moment of quotation and fulfilment of the contract significant price increases have occurred with regard to such matters, for example, as exchange rates, wages, raw materials, semi-manufactured goods, and packaging material.

3. The prices charged by Impulse are exclusive of VAT and possible other levies, as well as any costs that may be incurred in the context of the contract, including shipping and administration costs, unless specified otherwise.

Article 9 Amendments to the contract

1. If, during the fulfilment of the contract, it should appear that proper fulfilment of the contract requires changes and/or additions to the work that is to be carried out, parties shall amend the contract accordingly in mutual consultation and in good time.

2. If parties agree that the contract shall be amended and/or supplemented, the time of completion of fulfilment may be influenced. Impulse shall inform the buyer of this as rapidly as possible.

3. If the amendment and/or supplementation to the contract should have financial and/or qualitative consequences, Impulse shall inform the buyer of this in advance.

4. If a set price has been agreed upon, Impulse shall specify at that time to what extent a revision or supplementation of the contract would result in the fixed price being exceeded.

Article 10 Payment

1. Invoices must be paid within 14 days after the date of invoice, in a manner to be specified by Impulse in the currency in which the invoice is specified. Objections to the amounts of invoices do not affect the obligation to pay them.

2. If the buyer fails to pay an invoice within 14 days, he is legally in default. The buyer is then obliged to pay interest of 1% per month, unless the legally applicable interest rate is higher, in which case the legally applicable interest rate applies. The interest over the collectible amount shall be calculated commencing at the time at which the buyer defaults until the time at which he pays the full amount.

3. In case of the liquidation, bankruptcy, sequestration, or suspension of payments of the buyer, the claims of Impulse against the buyer become immediately callable.

4. Impulse has the right to apply the payments made by the buyer first to cover costs, and subsequently to collect the interest on open invoices, and then, finally, to cover the principal sum and the current interest.

Impulse may refuse an offer of payment without being in default, if the buyer stipulates a different sequence for the payment allocations.

Impulse can refuse full payment of the principal sum if this does not mean that at the same time the incurred and current interest and the costs are also covered.

5. has the option of charging a credit limitation surcharge of 2%. This surcharge is not owed if payment is made within 7 days after date of invoice.

Article 11 Reservation of title

1. All goods delivered by Impulse, including possible designs, sketches, drawings, films, software, (electronic) files etc. remain the property of Impulse until the buyer has fulfilled any subsequent obligations in the context of all contracts established with Impulse.

2. The buyer is not authorized to hypothecate the goods covered by the reservation of title or to pledge them in any other way.

3. If third parties sequester the goods delivered under reservation of title or if they wish to place a lien upon them or enforce such a lien, the buyer is required to inform Impulse of this as quickly as can be reasonably expected.

4. The buyer pledges to insure the goods delivered under reservation of title and to keep them insured against fire, explosion, and water damage as well as against theft, and to present the policy for this insurance for perusal at first request.

5. Goods delivered by Impulse that fall under the reservation of title as stipulated under 1 of this article may only be sold further in the context of normal business operations, and may never be used as a means of payment.

6. Should Impulse wish to exercise its reservation of title as specified in this article, the buyer grants his unconditional and irrevocable permission, nunc pro tunc, to Impulse or a third party to be specified by Impulse to have access to all locations where the property of Impulse is located and to take back the goods.

Article 12 Guarantee

1. Impulse guarantees that the goods to be delivered fulfil the usual requirements and standards that are set for them.
2. The guarantee mentioned under 1. is also applicable if the goods to be supplied are intended for use abroad and the buyer made this known to Impulse clearly and in writing when the contract was established.
3. The guarantee mentioned under 1. is applicable during a period of 3 months after delivery, unless something different has been agreed in writing between parties.
4. If the goods to be supplied do not fulfil these guarantees, Impulse shall replace the goods or have them repaired within a reasonable period of time after receiving them back or, if the return of the goods is not reasonably possible, after having been informed of the defects by the buyer, at the choice of Impulse, either replace them or have them repaired. In case of the replacement of goods the buyer pledges, nunc pro tunc, to return the replaced object(s) to Impulse and to see to it that Impulse has ownership rights to them.
5. The guarantee specified herein does not apply to parts subject to wear or if the defect occurred as a consequence of unprofessional or unauthorized use or if, without the written permission of Impulse, the buyer or third parties have made changes or attempted to make changes in the goods or have used these for purposes other than those for which the goods are intended.
6. If the guarantee issued by Impulse concerns an object that was produced by a third party, then the guarantee is limited to that which is issued by the manufacturer of the object.

Article 13 Collection costs

1. If the buyer defaults with regard to the fulfilment of one or more of his obligations, all reasonable costs of extrajudicial collection are for the account of the buyer. If the buyer continues to default in the timely payment of a sum of money, he incurs an immediately payable fine of 15% over the amount still owed, with a minimum of € 250.00.
2. If Impulse has incurred higher costs, and these costs were reasonably necessary, these are also eligible for reimbursement.
3. The reasonable judicial and executory costs that may have been incurred are also for the account of the buyer.
4. The buyer owes interest over the collection costs that are incurred.

Article 14 Suspension and dissolution

1. Impulse is authorized to suspend its obligations or to dissolve the contract if:
 - The buyer does not, or does not completely, fulfil his obligations in the context of the contract;
 - After the establishment of the contract, circumstances of which Impulse becomes aware exist that give Impulse good reason to fear that the buyer shall not fulfil his obligations;
 - At the time at which the contract was established the buyer was asked to provide a guarantee of the fulfilment of his obligations in the context of the contract, but failed to provide such a guarantee, or the guarantee is insufficient. As soon as a guarantee has been provided, the authorization to with regard to suspension is cancelled, unless said fulfilment is unreasonably delayed because of this.

2. In addition, Impulse is authorized to dissolve the contract or have it dissolved if circumstances occur that are of such a nature that fulfilment of the contract is impossible or, within the bounds of reasonableness and fairness this can no longer be demanded or if some other circumstances arise that are of such a nature that unaltered continuation of the contract cannot reasonably be expected.
3. If the contract is dissolved, the claims of Impulse against the buyer become immediately callable. If Impulse suspends the fulfilment of the obligations, it retains its claims based on law and the contract.
4. Impulse at all times retains the right to claim damages.

Article 15 Return of goods provided

1. If Impulse has provided the buyer with goods during the fulfilment of the contract, the buyer is obliged to return the goods thus delivered, within 14 days in their original condition, free of defects and in full. If the buyer fails to fulfil this obligation then all of the resultant costs are for his account.
2. If after being reminded, the buyer continues to default, for any reason whatsoever, with regard to the obligation specified under 1, Impulse has the right to reclaim the resultant loss and expenses, including the costs of replacement, from the buyer.

Article 16 Liability

1. If goods provided by Impulse are defective, the liability of Impulse toward the buyer is limited to that which is stipulated in these terms and conditions under 'Guarantees'.
2. If Impulse is liable for direct loss, that liability is limited to maximally the amount of the declaration. The liability is at all times limited to maximally the sum of the benefits to be paid by the insurer of Impulse in such a situation.
3. Direct loss can be defined solely as the following:
 - The reasonable costs incurred in order to determine the cause and the extent of the loss, to the extent that such determination applies to loss in the sense of these terms and conditions;
 - The possible reasonable costs incurred in order to make the faulty performance of Impulse fulfil the stipulations of the contract, unless the defect is not attributable to Impulse;
 - Reasonable costs incurred in order to prevent or limit loss, to the extent that the buyer demonstrates that these costs have led to a limitation of direct loss as meant in these general terms and conditions.
4. Impulse is never liable for indirect loss, including consequential loss, missed profit, missed savings, and loss due to stagnation.
5. The limitations included in these terms and conditions of the liability for direct loss do not apply if the loss is the consequence of intent or gross negligence on the part of Impulse or its subordinates.

Article 17 Transfer of risk

1. The risk of loss or damage to the products that are the object of the contract transfers to the buyer at the time at which they are legally and/or actually delivered to the buyer, and thereby are brought under the control of the buyer or a third party to be designated by the buyer.

Article 18 Force majeure

1. Parties are not obliged to fulfil any obligation if they are prevented from doing so because of a circumstance that is not their responsibility and for which they are not liable according to law, legal proceedings, or the conceptions of normal commercial traffic.
2. In these general terms and conditions, force majeure is understood to mean, in addition to that which is comprised in that context under law and jurisprudence, all external causes, envisaged or not envisaged, upon which Impulse can exert no influence, but based on which Impulse is not able to fulfil its obligations. Labour strikes and/or work interruptions in the business of Impulse that cannot be prevented are also included in that context.
3. Impulse also has the right to take recourse to force majeure if the circumstance that prevents (further) fulfilment occurs after Impulse should have already fulfilled his obligations.
4. During the period in which the force majeure continues, parties can suspend the obligations in the context of the contract. If this period continues for longer than two months, each of the parties is authorized to dissolve the contract without any obligation to pay damages to the other party.
5. To the extent that at the time of the commencement of the force majeure, Impulse may already have partially fulfilled its obligations on the basis of the contract or shall be able to fulfil them, and the portion already fulfilled c.q. to be fulfilled has independent value, Impulse is authorized to issue a separate invoice for the part already fulfilled or the part to be fulfilled. The buyer is obliged to pay this invoice as though it were a separate contract.

Article 19 Indemnities

1. The buyer indemnifies Impulse against claims of third parties with regard to rights of intellectual ownership and material or information provided by the buyer that are used during the fulfilment of the contract.
2. If the buyer supplies Impulse with data carriers, electronic files or software etc., he guarantees that the data carriers, electronic files or software are free of viruses and defects.

Article 20 Intellectual ownership and copyrights

1. Without prejudice to that otherwise stipulated in these general terms and conditions, Impulse retains its right to the privileges and authorities based on copyright law
2. The buyer is not permitted to make changes in the goods unless this is logical based on the nature of the goods supplied, or something has been agreed to the contrary and confirmed in writing.
3. Designs, sketches, drawings, films, software and other materials or (electronic) files that Impulse may have created in the context of the contract remain the property of Impulse, irrespective of whether they were supplied to the buyer or to third parties, unless something has been agreed to the contrary.
4. All items that Impulse may have provided such as designs, sketches, drawings, films, software, (electronic) files etc. are solely intended to be used by the buyer and he may not copy them, publicize them, or make them available to third parties without the prior permission of Impulse, unless this follows on the basis of the nature of the items provided.
5. Impulse retains the right to use knowledge that it may have acquired through the execution of the work for other purposes.

Article 21 Confidentiality

1. Both parties are obliged to maintain confidentiality with regard to all confidential information that they receive in the context of their contract from each other or from other sources. Information is considered confidential if this was stated by one party or if this follows, based on the nature of the information.
2. If, on the grounds of a legal stipulation or a court ruling, Impulse is obliged to divulge confidential information to third parties specified by law or the authorized court, and Impulse cannot take recourse in the matter to a right, to claim exemption to give testimony recognized or permitted by the authorized court, Impulse is not obliged to pay damages or redress and the other party is not authorized to dissolve the contract on the basis of any loss thus incurred.

Article 22 No permission to take over personnel

1. During the term of the contract and for a year after its termination, the buyer may not, in any manner whatsoever, except after good business consultation has taken place with Impulse, hire employees of Impulse or of companies that Impulse has used for the fulfilment of the contract and who are/were involved in the fulfilment of the contract, nor allow them to work for him in any other manner.

Article 23 Disputes

1. The court in the legal domicile of Impulse has sole authorization to take cognizance of disputes, unless the county judge court is authorized. Nonetheless, Impulse has the right to present the dispute before the court with legal jurisdiction.
2. Parties shall only appeal to the court after having done their very best to settle a dispute amicably in joint consultation.

Article 24 Applicable law

1. Dutch law applies to every contract between Impulse and the buyer. The involvement of CISG (International Commercial Law) is specifically ruled out.

Article 25 Amendments to, explanation of and location of the terms and conditions

1. These terms and conditions have been deposited at the offices of the Chamber of Commerce in Arnhem.
2. With regard to an explanation of the contents and purport of these general terms and conditions, the Dutch text always takes precedence.
3. The last deposited version of these terms and conditions c.q. the version as this applied at the time of the execution of the contract is always the applicable version.

Article 26 Security and privacy

1. By entering into an Agreement, the buyer gives permission to Impulse to process his Personal Data for the purpose of implementing the Agreement and the administration of Impulse. This Personal Data is only accessible to Impulse and will not be provided to third parties, unless Impulse is required to do so by law or a court decision.
2. Insofar as Impulse processes Personal Data for the benefit of the buyer, Impulse does this as a processor of Personal Data within the meaning of the General Data Protection Regulation (GDPR). The Client shall comply with all obligations incumbent upon him as the controller within the meaning of the GDPR for this data processing and indemnifies Impulse against any action based on non-compliance with these obligations.

3. Impulse implements appropriate technical and organizational measures to protect the Personal Data against loss or any form of unlawful processing. These measures ensure, taking into account the state of the art and the costs of implementation, an appropriate level of security in view of the risks involved in the processing and the nature of the data to be protected.

4. The responsibility for reporting data breaches lies solely with Impulse when it comes to the processing of personal data of the purchaser itself that are stored by Impulse.