

GENERAL TERMS AND CONDITIONS FOR SALES AND DELIVERY (September 2026)

Article 1 – General

1. In these General Terms and Conditions:
 - a. **"Agreement"** means: any commitment between Parties, including but not limited to an assignment, purchase agreement, rental agreement or Order Confirmation.
 - b. **"Mavitec"** means: Mavitec B.V. (Chamber of Commerce No. 37102725), with its registered office at Galileistraat 32, 1704 SE Heerhugowaard, the Netherlands;
 - c. **"Buyer"** means: any Party entering into an Agreement with Mavitec concerning the products and / or services delivered pursuant to an Agreement or Order Confirmation these General Terms and Conditions;
 - d. **"Order Confirmation"** means: a written confirmation of a Quotation issued by Mavitec to Buyer;
 - e. **"Party" or "Parties"**: Mavitec and/or Buyer;
 - f. **"Quotation"** means: any offer made by Mavitec to Buyer;
 - g. **"Work"** means: all work commissioned under an Agreement or otherwise carried out by Mavitec directly or indirectly in connection with an Agreement
2. These General Terms and Conditions shall apply to all Quotations, Order Confirmations, deliveries and Agreements whereby Mavitec delivers products and / or services of any nature whatsoever to Buyer, even if these products and/or services are not explicitly described in these General Terms and Conditions.
3. In case of any contradiction between these General Terms and Conditions and the Agreement, the relevant provisions of the Agreement shall prevail.
4. Any general terms and conditions or other conditions used by Buyer do not apply and are hereby explicitly rejected.
5. If any stipulation of these General Terms and Conditions should be void or nullified, the other stipulations shall remain in full force and Parties shall discuss in good faith to replace any void clauses with new clauses as much as legally possible in line with the purpose of the void clauses.
6. Any variations and/or additions to the stipulations of these General Terms and Conditions shall only be valid if agreed in writing by Parties.
7. Where the wording of these General Terms and Conditions uses the singular, this shall also include the plural, and vice versa.
8. If, whether knowingly or not, Mavitec chooses not to invoke or strictly enforce any provision of these General Terms and Conditions at any given time, this shall not constitute a waiver of the right to do so at a later stage.
9. For the interpretation of these general terms the Dutch text shall prevail over any translations.

Article 2 – Offers/Quotations

1. All Quotations from Mavitec are non-binding, unless otherwise stated in writing in the Quotation concerned.
2. The prices stated in Quotations are valid for 90 days of the date of dispatch of the Quotation. Insofar as the prices stated in Quotations relate to spare parts, they are valid for no more than 30 days of the date of dispatch. Where Buyer has submitted any data, drawings, etc. with its inquiry, Seller can rely upon the correctness and completeness of data, drawings, etc. provided by Buyer.
3. Drawings, photos, models, designs, catalogs, folders and brochures, pictures and the like are only meant to give Buyer an idea of and provide general information about the range of products offered by Mavitec. Buyer cannot derive any rights from these.
4. Mavitec expressly reserves the right to withdraw any Quotation, even after it has been accepted by the Buyer, within seven (7) working days of such acceptance and the resulting Agreement, without the need to provide justification.
5. With regard to acceptance of the Quotation, oral undertakings, amendments to and supplements of existing Agreements, and the content of any price lists, brochures or other materials provided with the Quotation, Mavitec shall only be deemed bound once and insofar as such items have been confirmed in writing per letter or per e-mail by the authorized representative of Mavitec, or once Mavitec has commenced performance.
6. All Quotations are based on the information known to Mavitec at the time of issuing the Quotation. In case such information is adjusted, Mavitec is entitled to its own discretion to either amend the Quotation accordingly or to withdraw the Quotation.

Article 3 - Prices

1. All prices are exclusive of additional costs, including but not limited to travel and accommodation expenses, transport costs, postage, minor materials, travel hours, fuel, cleaning, import duties, levies, packaging, VAT and other government-imposed charges, unless expressly agreed otherwise in writing. If no fixed fee has been agreed, the final fee shall be based on actual hours worked and the applicable hourly fee.
2. If VAT has not been charged by Mavitec, but it later transpires that VAT was legally due, Mavitec reserves the right to invoice the VAT retrospectively. Buyer shall promptly pay the VAT upon receipt of the (corrected) invoice and shall indemnify Mavitec against any resulting loss or damage, including fines.
3. Price fixing agreements proposed in a counteroffer from Buyer shall only apply if explicitly accepted in writing per e-mail by the authorized representative of Mavitec.
4. Where certain costs or cost items could not be estimated at the time the budget was prepared—such as costs dependent on project progress, third-party quotations, or other uncertainties—these may be provisionally included as "pro memoria". Final billing for such items shall be based on post-calculation, with a reasonable profit margin.
5. Mavitec is entitled to reasonably increase the prices agreed upon in case of increases in costs of whatever nature, including but without limitation: those due to rises in materials or feedstock prices, (amended) laws and regulations rising after conclusion of the Agreement, general pay rises, corrections for inflation, transport costs.
6. The currency stated in the invoice shall be specified in the order confirmation provided by Mavitec. If conversion of various currencies is required, this shall be done in accordance with the official rates of exchange prevailing on the date when the order is placed. Any levies and taxes required between countries are fixed at the date of the order. In the event of changes in said levies and taxes, however, Mavitec shall have the right to pass these changes to the invoices. Any costs involved in conversion of foreign currency into Euros shall be at Buyer's costs.
7. The prices relate to the products and services as specified by Mavitec in the order confirmation. If the agreed products and services specified in the order confirmation are changed at the request of Buyer, Mavitec shall inform Buyer in advance of the financial consequences and possible changes in the delivery dates of that additional Work or performance is entitled to modify the agreed price and (estimated) delivery dates accordingly. Such modifications shall be confirmed in writing. If additional Work is required in the course of performing the agreement that could not have been foreseen at the time of its conclusion and insofar it is not attributable to Mavitec, or if such Work arises due to the actions, omissions, or unclear/inaccurate information provided by Buyer or any other circumstance that is at Buyer's risk, such Work will be charged at Mavitec's standard rates. Additional Work in this context includes, but is not limited to, waiting time, travel time, and other delays attributable to Buyer.
8. Where producers or brands of components have not been named and confirmed in the Order Confirmation drawn up by Mavitec, Mavitec is allowed to charge extra costs in case Buyer yet prefers a specific producer or brand. Where detailed designs such as electrical circuit diagrams etc. are not specified in the Order Confirmation, Mavitec is also entitled to charge extra costs in case Buyer requires more detailed information.
9. If Buyer and Mavitec agree in writing that Mavitec will perform the activities mentioned in Article 4 paragraph 4, Buyer shall pay Mavitec for these activities at the current rate applying at the moment of performance.
10. In accordance with the Agreement, Mavitec is entitled to full or partial payment from Buyer prior to carrying out any of the agreed Work or services or performing the Agreement. Mavitec is not obliged to perform or deliver until such payment, instalment, or advance payment has been received.

Article 4 – Mavitec's obligations / service

1. Mavitec undertakes to deliver a good and reliable product. Unless specific results have been explicitly agreed in writing, Mavitec shall perform the services and Work to the best of its knowledge and ability, and in accordance with accepted standards of professional practice. This constitutes a best-efforts obligation only.
2. Mavitec is obliged to provide Buyer with information and documentation about the use of the products and services delivered.
3. Mavitec ensures that its staff has sufficient experience, knowledge and know-how regarding the installation, testing and repair of its products.
4. Mavitec is only obliged to install, test and repair the products sold and delivered to Buyer if such has been explicitly agreed. In any other event the installation and setup, the operationalization, the compliance with safety instructions and regulations and the maintenance of the products shall be entirely Buyer's responsibility.

Article 5 – Buyer's obligations / purchase commitment

1. Upon first request of Mavitec Buyer shall submit all information and documentation that Mavitec requires for its performance and shall put its best efforts to cooperate with Mavitec.
2. Buyer shall provide full cooperation and shall make available to Mavitec everything that Mavitec considers necessary and/or useful for the proper execution of the assigned Work and performance of the Agreement. This includes, but is not limited to:
 - a. ensuring that Buyer's employees are available during the agreed times;
 - b. granting access to all documents and data that Buyer considers relevant;
 - c. providing, in a timely manner, all information and instructions that Mavitec deems necessary or useful;
 - d. providing, upon request, (office) facilities with suitable amenities
3. Buyer is obliged to accept delivery of the products purchased. Purchase shall be deemed to have been refused if goods ordered have been presented for delivery to Buyer and delivery has appeared to be impossible, or if Buyer has refused to take receipt of the products. In these events Buyer shall be in default without further notice of default, which also implies that the risk of loss or damage has passed to Buyer.
4. Any costs arising from the refusal to purchase shall be for the account and risk of Buyer, without prejudice to any other rights of Mavitec to claim compensation with respect to this failure of Buyer. Said costs shall explicitly include the full costs of storage, in accordance with the customary rates charged locally, and the costs of insurance, if any.
5. Buyer warrants that all information it provides is accurate, reliable, and complete, and acknowledges that Mavitec is not required to verify the information independently. Buyer also confirms it is authorized to provide such information to Mavitec and shall indemnify Mavitec against any claims by third parties in this regard.
6. Buyer is not permitted to transfer any rights or obligations arising from or related to the Agreement to third parties without Mavitec's prior written consent.
7. Mavitec is reasonably entitled to deliver products which vary in minor respects from the description in the Agreement if and insofar it does not have a negative influence on the agreed performance of the products.

Article 6 – Delivery, transfer of risk, Retention of title

1. All products shall be transported, unless agreed otherwise in the Agreement, in accordance with F.C.A. (Incoterms 2020). The risk of these will transfer upon delivery in accordance with F.C.A. (Incoterms 2020). Unless otherwise agreed in writing, Mavitec has the right to designate the carrier and the insurance company and to determine the terms and conditions applicable in this context all at the expense of Buyer.
2. Mavitec shall use all reasonable efforts to meet delivery times. These delivery times shall never be regarded as firm dates but are only indications, unless expressly agreed otherwise in writing. Mavitec cannot be held liable for late delivery unless caused by willful misconduct of Mavitec's directors.
3. If a different arrangement is agreed in writing, ownership (exclusive of intellectual property rights) shall only transfer to Buyer once all amounts due to Mavitec have been paid in full, including any damages, penalties, and claims arising from Buyer's failure to comply with one or more Agreements.
4. Buyer is not authorized to sell, pledge, or otherwise encumber the products subject to retention of title. The Buyer shall store such Items with due care and in a clearly identifiable manner. If Mavitec wishes to exercise its ownership rights under this section, Buyer hereby grants Mavitec—or any third parties appointed by Mavitec—unconditional and irrevocable permission to enter any premises where Mavitec's property is located and to remove those Items at Buyer's expense. |

Article 7 – Insurance and security deposit

1. Buyer declares that they have taken out, and shall produce upon first request, insurance coverage for products, equipment and materials delivered by Mavitec of which the ownership has not yet been fully transferred to the Buyer. This insurance shall cover potential damages resulting from fire, theft, external calamities, and third-party claims. All costs associated with this insurance shall be borne by the Customer.
2. All costs incurred by Mavitec in connection with damage caused by the Buyer to products delivered by Mavitec of which ownership has not yet been fully transferred to the Buyer, shall be borne by the Buyer and must be paid upon first request of Mavitec.

Article 8 – Liability and Indemnities

1. The liability of Mavitec shall be restricted to fulfillment of the guarantee obligations as described in [Article 9](#) of these Terms and Conditions.
2. In case Parties agree to apply liquidated damages related to the performance or delivery, payment of such liquidated damages shall be the only compensation.
3. Insofar there is any liability on whatever ground, Mavitec shall only be liable for direct damages subject to the limitations in this Article 8. Mavitec shall expressly not be liable for consequential damages, loss due to delay, loss of profits or revenue, business interruption, fines or compensation owed to third parties, Buyer's internal personnel costs, loss of goodwill and any other indirect losses, unless mandatory law requires otherwise.
4. This disclaimer of Mavitec's liability extends also to:
 - a. infringement on industrial property rights, copyrights and patent rights, licenses or any other rights of third parties by Buyer;
 - b. damage to or loss of raw materials, semi-manufactures, models, tools and other things made available by Buyer, irrespective of the cause of such damage or loss.
5. Any liability of Mavitec on whatever ground will at all times be limited to (a) the amounts paid under the liability insurance or (b) the amounts paid or payable under the Agreement but with a maximum of EUR 2.500.000, whichever is the lowest, unless mandatory laws require otherwise or in the event the damages have been caused due to willful misconduct or intent by Mavitec's directors.
6. Any damage for which Mavitec may be liable under the foregoing shall only be eligible for compensation if the Buyer has taken all reasonable steps to minimize it and notifies Mavitec in writing within (5) business days of its occurrence, unless the Buyer can demonstrate that earlier notification was not reasonably possible. Any claim against Mavitec shall expire after a period of twelve (12) months from the date on which the claim arose.
7. Mavitec shall not be liable for: (a) any damage resulting from reliance on incorrect or incomplete data or information provided by or on behalf of the Buyer, (b) for any infringement of patents, licenses and/or other third-party rights resulting from the use of data provided by or on behalf of the Buyer, or (c) any advice or recommendations provided to the Buyer as such will be non-binding and provided without any guarantee.
8. If Mavitec exercises a right of suspension or termination based on the facts and/or circumstances known to it at the time, and it is subsequently determined that such exercise was unjustified, Mavitec shall not be liable for any resulting damage and shall not be obliged to pay any compensation.
9. Buyer is obliged to indemnify Mavitec against, and, if necessary, compensate Mavitec for, any claims from third parties for compensation of loss or damage for which Mavitec's liability in its relationship with Buyer has been excluded in these Terms and Conditions.

Article 9 – Guarantees

1. Mavitec warrants that the products supplied under the Agreement shall, at the time of delivery, conform to the agreed specifications and shall be manufactured using materials of suitable quality and in accordance with generally accepted industry standards. This shall only apply in so far as this involves non-observable defects to the product, which Buyer is able to prove that these occurred within 12 months after the delivery in accordance with [Article 6](#). The defect should exclusively or predominantly be a direct consequence of an incorrectness in the construction as applied by Mavitec or of faulty workmanship or the use of faulty material.
2. The guarantee period shall commence at the moment that the products leave Mavitec's factory site for transportation to Buyer. If the assembly and installation is to take place through Mavitec, the guarantee period shall commence on the first day after completion of said installation / assembly, or 240 days after arrival of the products on site, whichever comes first.
3. Anything to the contrary notwithstanding, Mavitec's guarantee shall be in force and effect in favor of Buyer if:
 - a. the products are used in conformity with Mavitec's instructions and with generally accepted directions for use; and
 - b. any repairs, changes and / or replacements other than ordinary and regular maintenance as set forth in Mavitec's Operation Manual have been carried out as set forth in such Operation Manual; and
 - c. those repairs, changes and / or replacements as set forth in sub 9.3(b) have been carried out with Mavitec's prior written permission.

4. Components which are claimed to be out of order or claimed to show any defects shall be returned to Mavitec by Buyer for inspection. If the components concerned are indeed out of order or show any defects, they shall be repaired or replaced free of charge by the Mavitec, provided the defect is detected and communicated to Mavitec within the guarantee period. In the latter case the forwarding, both for the defective or faulty components returned by Buyer and for the replacements sent by Mavitec, shall be borne by Mavitec.
5. Components which are claimed to be out of order or to show any defects, yet which are not simply removable, Mavitec may decide to inspect these on the spot. If the components are indeed out of order or show any defects, they shall be repaired or replaced free of charge, provided these defects are detected and communicated to Mavitec within the guarantee period and subject to the conditions of this Article 9. Any costs related to the inspection will be at Buyer's expense.
6. No guarantee shall be given by Mavitec on any products or parts of products which have not been produced by Mavitec itself. These products or parts of products shall be sold by Mavitec under such guarantee as given by the manufacturer / Mavitec of these products or parts of products to Mavitec and only in so far as Mavitec is able to invoke the guarantee of said manufacturer / Mavitec.
7. In so far as this involves products manufactured and sold by Mavitec which on Buyer's request or in accordance with Buyer's design are used in combination with any other products, whether manufactured by Mavitec or not, the guarantee given by Mavitec shall not extend to the combined use of the aforementioned products or to any products which have been combined with Mavitec's products.
8. The guarantee period shall not be extended after repairs have been carried out under guarantee.
9. The aforementioned guarantee stipulations shall replace any other guarantees explicitly or implicitly accepted.

Article 10 – Intellectual Property

1. All intellectual property rights in and to the Goods and any designs, drawings, calculations, specifications, software, documentation, know-how, inventions, developments, modifications and other materials created, developed or supplied by Mavitec shall remain exclusively vested in Mavitec. No intellectual property rights are transferred to Buyer, except for a non-exclusive, non-transferable right to use the Goods and related documentation solely for their intended purpose. Buyer shall not copy, modify, reproduce, reverse engineer, disclose or make available any such materials to third parties without Mavitec's prior written consent. If Mavitec deems it necessary, the Buyer shall include the copyright symbol, Mavitec's name, and the year of initial publication on any product or work that is made public and/or reproduced.
2. Mavitec may mention the names of its Buyers on its websites, LinkedIn or commercial announcements or advertising, and will inform the Buyer upfront, unless otherwise agreed in writing or unless the Buyer raises a principled objection.

Article 11 – Payment

1. Payment by Buyer to Mavitec shall be effected in advance by transferring the purchase amount to a bank account in the name of Mavitec.
2. Any set-off, deduction, discount or suspension of the payment obligation shall not be allowed, unless Mavitec has unconditionally and unequivocally acknowledged the counterclaim in writing.
3. If Buyer fails to pay within the agreed term, Mavitec has the right to charge 1% interest per month on the full outstanding amount of the invoice as from the invoice due date.
4. Any extrajudicial collection costs incurred by Mavitec in order to effect fulfillment of Buyer's obligation shall be borne by Buyer. These costs shall at any rate be fixed at no less than 15% of the amount due, without prejudice to Mavitec's right to claim the higher actual loss, including (without limitation) the legal costs actually incurred by it, based on the rates of the Dutch National Bar.
5. Any complaints on invoices shall be submitted in writing within 10 working days of the date of receipt of the invoices.
6. Buyer is obliged, upon Mavitec's first request, to immediately provide security for the payment of one or more outstanding invoices or orders. Mavitec explicitly reserves the right to demand either an advance payment, a letter of credit (documentary credit) or any other form of payment bond or security (i.e. a pledge), all of this exclusively at Mavitec's discretion. Any costs involved in the provision of security shall be borne by Buyer.
7. Also in connection with the stipulations of Article 6, Mavitec shall be entitled, subject to a notice of default with a final request to pay the outstanding amount, interest and costs, to suspend / postpone the transportation of its products to Buyer, if the purchase amount has not, or not yet, been paid in full or if no security is provided in good time. Any storage costs and any other costs ensuing therefrom shall be borne by Buyer.

Article 12 – Early termination

1. If Buyer fails to fulfill any obligation ensuing from any Agreement with Mavitec, particularly its obligation to pay, Mavitec shall be entitled to suspend or terminate its obligations ensuing from the Agreement referred to without any warning or notice of default.
2. Without prejudice to the stipulations set out elsewhere in these General Terms and Conditions and without any judicial intervention or notice of default being required, the Agreement concluded between Parties shall be dissolved at the moment that Buyer is declared bankrupt, has applied for a provisional suspension of payment or, on account of an attachment or tutelage order or otherwise, loses the power to dispose of its property or parts thereof and / or the legal capacity to contract in respect of its property or parts thereof.

Article 13 – Force majeure

1. Neither of the Parties shall be obliged to fulfill any obligation other than the obligation to pay any sum when due or to provide security, if it is prevented from doing so as a result of Force Majeure, which means any circumstance beyond the affected Party's reasonable control which prevents, delays or materially hinders the performance of its obligations, including, without limitation, acts of God, fire, flood, extreme weather, war, terrorism, civil unrest, epidemics or pandemics, strikes or other labour disputes, shortages of labour, raw materials, components, energy or transport, supply chain disruptions, failure or delay of suppliers or subcontractors, cyber incidents, governmental measures, import or export restrictions, sanctions, embargoes and changes in applicable laws or regulations.
2. If the Force Majeure situation has exceeded a period of ninety days, either Party shall have the right to terminate the Agreement by dissolution in writing. In that event, all that has already been performed pursuant to the Agreement shall be settled proportionally, without one Party owing any damages to the other Party.

Article 14 – Compliance with Trade and Sanctions Laws

Each Party shall comply with all applicable export control, import control, customs, trade sanctions, anti-boycott and other international trade laws and regulations. Buyer shall not, directly or indirectly, sell, export, re-export, transfer, supply or otherwise make available any Goods, software, technology or services supplied by Mavitec to any country, territory, person, entity, end-user or end-use where this would violate such laws or regulations, nor shall it engage in any transaction intended to circumvent them. Mavitec may suspend or refuse performance, cancel any affected order or terminate the Agreement with immediate effect, without liability, if performance is prohibited or if Mavitec reasonably believes that performance may expose it or any of its affiliates to a violation of applicable trade or sanctions laws. Buyer shall promptly provide all information and documentation reasonably requested by Mavitec to verify compliance with this Clause and shall immediately notify Mavitec of any actual or suspected violation. Upon first request of Mavitec Buyer will promptly provide an end-user statement with regard to the subject of this Clause 14.

Article 15 – Governing law and disputes

1. The Agreements between Parties shall be exclusively governed by Dutch law. Any international treaty concerning the sale of tangible movable property (including the Vienna Sales Convention 1980) is explicitly excluded.
2. All disputes arising out of or in connection with the Agreement shall be submitted exclusively to the competent court of Noord-Holland (location Alkmaar), the Netherlands, unless Parties agree to apply arbitration. In case of arbitration the dispute will be finally settled by the Netherlands Arbitration Institute (NAI) in accordance with their arbitration rules. The arbitral tribunal shall consist of one arbitrator, unless Parties agree to a proceeding with three arbitrators. The place of arbitration shall be Amsterdam, the Netherlands. The arbitration proceedings shall be conducted in the English or Dutch language, unless agreed otherwise.