



General terms 2009

These general terms and conditions have been prepared using model terms and conditions. As a result, they contain provisions for different types of agreements and situations that do not all occur in every ASK-Solutions activity. The terms and conditions do not constitute a description of the foundation, its objectives or its day-to-day activities. They may, among other things, apply to sales, delivery and paid work. Which provisions apply in a specific situation depends on the relationship concerned, the nature of the agreement and the arrangements made in connection with it.

Table of Contents

History.....	2
Article 1 – Validity.....	2
Article 2 – Quotations and offers.....	2
Article 3 – Creditworthiness.....	3
Article 4 – Delivery.....	3
Article 5 – Delivery on demand.....	3
Article 6 – Retention of title.....	4
Article 7 – Payment.....	4
Article 8 – Force majeure.....	4
Article 9 – Freight, transport and packaging.....	5
Article 10 – Complaints.....	5
Article 11 – Disputes.....	5
Article 12 – Applicable law.....	5



History

Revision	Date	Change
R1.0	October 20, 2009	Initial version
R1.1	February 23, 2019	Updated trade name
R1.2	January 15, 2020	Updated logo
R1.3	August 20, 2026	Updated logo, applicability clarified, minor errors corrected

Article 1 – Validity

To the exclusion of the conditions of third parties, these terms and conditions apply to agreements to which these terms and conditions have been declared applicable, hereinafter collectively referred to as "products" of ASK-Solutions, to the customer, as well as to all agreements relating thereto and all related acts, both of a preparatory and of an executive nature, such as quotations, order confirmations and deliveries, all insofar as not expressly deviated from in any framework agreement and/or Additional Agreement(s).

In the following, "customer" means the person to whom ASK-Solutions makes an offer to deliver products, as well as the person with whom ASK-Solutions concludes an agreement for the delivery of products. "Agreement" means any agreement to which these terms and conditions have been declared applicable.

Deviating terms and conditions only apply insofar as they have been expressly accepted in writing by ASK-Solutions and only apply to the relevant agreement(s).

If any definition of these terms and conditions is invalid for any reason, the remainder of these terms and conditions will remain in effect. The parties will negotiate the content of a new definition, which definition will approximate the content of the original definition as closely as possible.

ASK-Solutions reserves the right to change or supplement these general terms and conditions. Changes and additions will be communicated to the customer in writing. If the customer is in a less favourable position as a result of the change, he can cancel the agreement within 14 days after notification of the change, with effect from the date on which the new terms and conditions come into effect.

Article 2 – Quotations and offers

All quotations and price lists of ASK-Solutions are without obligation unless a term for acceptance has been set in the quotation. Any desired special qualities must be explicitly stated with orders. A quotation or offer lapses if the product to which the quotation or offer relates is no longer available in the meantime.

Images, descriptions, measurements and weights which appear in quotations and price lists are not binding for ASK-Solutions.

All documents provided by ASK-Solutions, in particular drawings, plans and work descriptions, remain the property of ASK-Solutions and must be returned to ASK-Solutions on first request, while neither these documents nor the information contained therein shall be copied or made available to third parties without written permission from ASK-Solutions. Orders are considered accepted when they have been confirmed in writing by ASK-Solutions.

The prices stated in a quotation or offer are exclusive of VAT and other government taxes, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless indicated otherwise.

If the payment term of 30 days referred to in Article 7 is exceeded, the customer will owe ASK-Solutions a credit overrun surcharge of 2% of the invoice amount, which surcharge will already be stated on the first payment reminder.



For goods that ASK-Solutions sells in the future or on demand and for goods that ASK-Solutions does not have in stock or only partly in stock upon receipt of the order and that ASK-Solutions delivers as soon as possible, ASK-Solutions reserves the right to charge, without further notice, the prices applicable at the time of delivery, regardless of our prior confirmation.

Article 3 – Creditworthiness

If ASK-Solutions has taken note of an order in whole or in part, the customer is obliged – which obligation forms an integral part of the purchase agreement – to provide ASK-Solutions on request, to prove its creditworthiness, either before delivery or afterwards for the fulfilment of all its obligations and to ASK-Solutions' satisfaction by: deposit of cash, provision of bank guarantee, cession, pledge, mortgage or transfer of ownership as security. If the customer fails to do so, ASK-Solutions is not obliged to fulfil or further fulfil its obligations towards the customer under current agreements, without prejudice to ASK-Solutions' right to compensation.

Article 4 – Delivery

All deliveries are made subject to retention of title as further described in article 6.

Unless otherwise stated in the quotation or agreement, delivery takes place by making the products available to the customer, or to the person who is deemed to represent the customer. The time of delivery is the time when the ordered products have been received.

The customer is obliged to cooperate with the delivery, as well as to accept the delivery. Purchase is deemed to have been refused if the ordered products have been offered for delivery, but delivery has proved impossible for whatever reason. In that case, the day on which acceptance is refused will count as the day of delivery.

If a refusal of purchase as described above occurs, the customer is legally in default, without a further notice of default being required by ASK-Solutions. In that case, ASK-Solutions can, at its own discretion, dissolve the agreement or demand compliance by the customer.

If the customer refuses to accept the delivery, ASK-Solutions reserves the right to pass on any associated costs (including the costs of storage and transport) to the customer.

From the moment of delivery, the delivered goods are at the expense and risk of the customer.

Stated delivery times can never be regarded as a strict deadline, unless it follows from the nature of the products to be delivered that the stated delivery times must be regarded as a strict deadline. In the event of late delivery of products for which the stated delivery times should not be regarded as a strict deadline, ASK-Solutions must be given written notice of default, whereby ASK-Solutions must still be offered a reasonable term for delivery.

If it is suspected that the customer cannot fulfil its payment obligations, ASK-Solutions reserves the right to deliver orders cash on delivery, or to postpone the delivery of the products until the customer has sufficient security in another way. provided for payment.

Article 5 – Delivery on demand

The following conditions apply in addition to the provisions of Article 4 for goods that ASK-Solutions sells on demand.

The goods sold on demand must be divided as much as possible in equal parts and in installments over the time set for the purchase.

The latest specification must reach ASK-Solutions no later than two weeks before the expiry of this time. If this is not the case, the customer will be in default by the expiry of the aforementioned deadline, without any notice of default being required.



In that case, ASK-Solutions is entitled to: Consider the agreement dissolved without notice of default from the customer and without judicial intervention, while retaining the right to compensation; To claim dissolution of the agreement in court, in accordance with art. 1302 and following the Civil Code, with the right to compensation for loss of profit, costs incurred and any price decrease.

Article 6 – Retention of title

Even after delivery as prescribed, the goods not yet processed or delivered to third parties, wherever they may be, remain the property of ASK-Solutions and the customer is expected to hold the goods for ASK-Solutions until the customer has paid in full. to all its payment obligations towards ASK-Solutions under any agreement whatsoever, including the payment of interest and costs as described in more detail in Article 7.

the customer is not authorized to pledge the goods in whole or in part to third parties or to transfer the ownership thereof, other than in accordance with his normal business or the normal destination of the goods, which does not include the delivery of the goods to a third party by supply on the premises of this third party.

Article 7 – Payment

Payment, either for the entire order or in the case of delivery in parts, of the delivered goods must be made immediately upon delivery, except for deviations to be approved by the customer.

Our disposition does not change this. The customer will be in default by the mere expiry of a term of 30 days after the invoice date; notice of default is not required for this. The customer expressly waives his right to compensation for any recovery or counterclaim on his part. In the event of late payment of the purchase price or part thereof, the customer owes – in addition to the credit overrun surcharge referred to in Article 2 – an interest of 1.5% per month, or part of a month, from the moment on which payment was due. must be done.; in this case, as well as in the event of cessation of payment, application for suspension of payments or bankruptcy or liquidation of the business of the customer, obliged to make available the unpaid goods still in its possession on the first request of ASK-Solutions to ASK-Solutions and ASK-Solutions is entitled to take back these goods without any reminder, demand or notice of default and without any judicial intervention; ASK-Solutions is then entitled to take possession of these goods, wherever they may be located and to enter the property of the customer if necessary; this does not affect the right of ASK-Solutions to claim compensation. ASK-Solutions is then entitled to cancel all current contracts with the customer without any judicial intervention and the customer is obliged to compensate the costs and damage incurred for ASK-Solutions from this; moreover, any credit granted will lapse and all amounts owed will be repayable at once.

All costs incurred in and out of court for the collection of the purchase prices owed and interest thereon, including: reminder, exchange or legal costs, costs of writs, etc., as well as the costs of the lawyer or institution charged with the collection. Furthermore, the customer is obliged to pay the extrajudicial and judicial collection costs if ASK-Solutions has handed over its claim; whether this is done is entirely at the discretion of ASK-Solutions. The extrajudicial costs amount to 15% of the principal plus interest, with a minimum of €250.00 if increased with advances made and tax due. If, however, the subdistrict court judge takes into account the collection costs owed when determining the authorized salary, for example by considering that they are deemed to form part of the authorized authorized salary, then the customer will also owe the difference in addition to the amount already indicated in extrajudicial costs. between the normal and the assigned authorized salary. If ASK-Solutions applies for the bankruptcy of the customer, the customer will also owe the costs of the bankruptcy application in addition to the principal sum, interest and extrajudicial collection costs.

Article 8 – Force majeure

In the event of force majeure, ASK-Solutions is entitled to cancel the purchase agreement for the part or in part that has not been performed, or to suspend the execution for a maximum of 6 months.



Force majeure includes: fire, strike, lockouts, sabotage, riots, riots, mobilization, war, danger of war, state of war, state of siege, congestion, blockage of traffic on land, at sea or in the air, flooding, ice conditions and other delays of the means of transport, government measures, without ASK-Solutions being obliged to demonstrate the influence thereof on the impediment or on the delay. Force majeure also applies in the event that ASK-Solutions orders goods to be delivered from a third party and this third party, for whatever reason, fails to deliver.

Article 9 – Freight, transport and packaging

The shipment and possible customs clearance of goods is taken care of by ASK-Solutions as agents of the customer.

The freight costs of shipments with a value higher than €200.00 are for the account of ASK-Solutions, provided the destination is accessible by a paved road and is located within the Netherlands with the goods unloaded next to the means of transport, with the exception of exceptionally large weights or dimensions; these are charged with the actual freight costs.

For shipments with a value up to €200.00, €7.00 will be charged for handling and administration costs, except for exceptionally large weights or dimensions, which will be charged with the actual freight costs.

Article 10 – Complaints

All complaints related to the delivery can only be accepted by ASK-Solutions, provided that they are submitted in writing and by registered letter to ASK-Solutions within 14 days after dispatch. Proof of timely complaint rests with the customer. The customer will only be able to prove the correctness of his complaint on the basis of the goods, while the customer also bears the burden of proof that these goods are the same as those delivered by ASK-Solutions and are in the same condition as at the time of delivery. leaving the warehouse of ASK-Solutions or the warehouses or factory of third parties.

Only goods that have been returned as a result of our order – after a valid complaint – will be credited by us. The return shipment is at the expense and risk of the customer. In the event of a justified complaint by the customer, ASK-Solutions can, at its discretion, replace the parts or articles to which the complaint relates, or reimburse the customer, to the exclusion of any other right of the customer to compensation. If ASK-Solutions is obliged to pay compensation on the basis of late or defective fulfilment of its obligations under the agreement, this amount of compensation will be limited to a maximum of the invoice amount with regard to the agreement. Goods from third parties that have not been collected and for any other reason have been in our warehouses for 1 month, will be added to our stock after the end of this month, without this third party having any right against ASK-Solutions.

Article 11 – Disputes

All disputes will be settled amicably or, if this proves impossible, via the Dutch civil court that has jurisdiction in ASK-Solutions place of business. ASK-Solutions may deviate from this jurisdiction rule and apply the legal jurisdiction rules.

Article 12 – Applicable law

The agreement to be concluded by ASK-Solutions under these conditions is always exclusively governed by Dutch law.