



General Terms & Conditions

MHE International Trading B.V. - 2020

1. Article 1: Applicability

- 1.1. MHE International Trading B.V. is referred in the following General Terms & Conditions as MHE.
- 1.2. The following General Terms and Conditions apply to any offer or agreement completed by MHE. with third parties regarding the sale of the goods of whatever nature. Therefore, any offer or agreement will be referred to and completely administrated by these terms and conditions of MHE.
- 1.3. Any derogation from these General Terms and Conditions invoked by the third parties must be agreed in advance by MHE.
- 1.4. In the eventuality of conflict between an agreement concluded between MHE and the customer and the general terms and conditions, the settlement from the set agreement will prevail
- 1.5. No rights from previously agreed derogations from the general terms and conditions are being taken into consideration for future agreements.
- 1.6. Other general terms and conditions which any customer or third party conjures is explicitly rejected.

2. Article 2: Offers & Agreements

- 2.1. All the offers, quotations and price lists are without commitments, unless mentioned otherwise by MHE.
- 2.2. All data provided by MHE, including prices, specifications of the machines, and offers will be as accurately as possible. This will only be binding for MHE if this has been expressly confirmed by MHE.
- 2.3. In the eventuality of any inaccuracy that might occur (textual or verbal), MHE retains a clause, stating that no rights can be derived from the provided content or information. Derogations cannot result in compensation and/or termination.
- 2.4. An agreement will only be valid if it is confirmed in writing by MHE.
- 2.5. Any additional arrangements being made later will only apply as soon as they are accepted in writing together with a confirmation and approval from MHE.

3. Article 3: Price and Payment

- 3.1. All the prices listed on our website, stated in our offers or in the quotations are based on delivery ex works (EXW) and are in accordance with Incoterms 2020. The prices are exclusive of VAT, packaging and any other costs related to the transport of the goods.
- 3.2. The payment must always be made in full before the delivery of the goods.
- 3.3. All the prices are in Euro, while the customer is obliged to make the payments in Euro, unless otherwise agreed.



- 3.4. The customer's rights to set his claims on MHE is exclude, unless the company is going bankrupt.
- 3.5. If the customer does not pay the amount owing or the payment is delayed, the customer will owe 1 per cent interest per month from the outstanding amount, without a need of a demand or notice of default. If the customer fails to make the payment after the demand or notice of default, MHE may hand over the claim, in which case the customer needs to pay the total amount in addition with any judicial and any extra judicial costs that might be required.
- 3.6. Any commission stipulated by any bank needs to be taken into consideration by the customer prior to the purchase, consequently the customer needs to assure the payment of it.

4. Article 4: Delivery

- 4.1. All delivery terms and dates stated or agreed by MHE have been determined according to the best knowledge of the company based on the information already known. MHE will always try as much as possible to comply with the latest terms and dates, however these always have an indicative character, representing target dates. A delay in in delivery, which is beyond MHE International Trading' control which occurred after the entering into agreement cannot be bound to MHE International Trading, therefore will not give the contracting party any right to compensation, suspension or termination of the concluded agreement.

5. Article 5: Transfer of risk

- 5.1. The contracting party is obliged to assess the goods immediately after their arrival. The contracting party is aware prior of the purchasing as well as at the time of the delivery that MHE sells used movable goods.
- 5.2. Delivery is ex works "EXW", unless the parties agree otherwise. Consequently, the risk relating to the goods passes at the time of delivery.
- 5.3. In the case of both parties agreed that MHE will take care of the transport, the risk of storage, loading, transport and unloading will be on the customer.
- 5.4. If goods need to be exchanged and the customer is making use of the goods being exchanged while waiting for the delivery, the risk of the goods to be exchanged remains with the customer until the time the customer has place them in MHE's possession.

6. Article 6: Force majeure

- 6.1. In the event of force majeure that affects MHE and could not be foreseeable at the time the agreement was made, the agreement will be suspended for the respective period without any obligation for MHE.
- 6.2. Force majeure events include: war, threat of war, weather conditions, natural disasters, theft, governments measures, disruptions of internet, electricity or computer network, strikes or transport problems, trade restrictions and global pandemics.

- 6.3. In the case of the force majeure event lasting more than 6 months, any part has the right to terminate the agreement, resulting in no more obligations or entitlements to neither MHE or the customer. An exception exists when the customer needs to pay the agreed amount in case the goods were already delivered by MHE.

7. Article 7: Liability

- 7.1. MHE is not liable for trading loss, decrease in the value of the goods, damage as a result of personal injury, or any type of damage which indirectly resulted from deliveries, work or services of MHE.
- 7.2. MHE's total liability on case of breach in the performance will always be limited to refund of direct damage up to the amount that is agreed upon in the by both parties (excluding VAT).
- 7.3. In the eventuality of MHE still being liable for compensation for damage, this coverage will never exceed the amount stated on the invoice as the price of the goods delivered. Liability will only stand if it can be proved that the goods were correctly and accordingly used by the customer and moreover, it can be settled that there was negligence or intention from MHE.
- 7.4. MHE liability for breach in the performance of the agreement it is only valid if the customer has given immediate notice of default in writing. In that case, MHE will receive a plausible time period for performance. The notice of default must include a full and accurate description, therefore allowing MHE to respond appropriately.

8. Article 8: Goods not taken/delivered

- 8.1. If, at the end of the delivery term, goods were not being taken, they will remain in MHE's possession and will be stored for the customer at his own account and risk, providing the full payment has been made. In the eventuality of full payment not being made and delivery not taken, the goods will be in MHE's free disposal after a period of 30 days. Any partial payment therefore will not be refunded by MHE.

9. Article 9: Retention of title

- 9.1. All goods delivered by MHE remain its property until the customer is paying the full price including interests and cost.
- 9.2. For the time that the goods are still subjects to retention of title, the customer will not be allowed to pledge, transfer goods or grant a third party any other right.
- 9.3. As long as the title has not passed to the customer, the customer is responsible for taking care of the goods, therefore insuring them against loss, damage of any type and theft.
- 9.4. In the eventuality of any obligations from the customer towards MHE not being fulfilled, regarding to the execution of work or sold goods, MHE will be entitled to withdraw the goods without any prior notice.



10. Article 10: Complaints

- 10.1. As the customer is always aware of the nature of used goods being delivered, it is the customer's responsibility to inspect and assess the goods before the purchase. Consequently, there is no right of complaint afterwards. MHE will not accept any complaints on the basis of above mentioned, unless otherwise agreed by both parties. Minor damages that are common in trade as well as technical unavoidable issues will not be subject of complaint.
- 10.2. If a complaint is considered to be well founded, MHE can choose to repair, replace or reimburse the customer, however any other right on the part of contracting party is excluded.
- 10.3. Sending a complaint cannot release the customer from its payment commitment towards MHE.

11. Article 11: Law and jurisdiction

- 11.1. All the agreements between MHE and the contracting party are governed by the Dutch Law.
- 11.2. All disputes that might appear between MHE and any contracting party relating an agreement concluded by the two parties will be submitted at first to the Zeeland West Brabant District Court.