

General Terms and Conditions T-Rex Rubber International B.V.

ARTICLE 1 - APPLICABILITY

1. These general terms and conditions, referred to below as the "general conditions", are applicable to any offer/tender and agreement and its performance, between T-Rex Rubber International B.V., referred to below as "the supplier", and the party whom the supplier has declared these conditions to be applicable to, referred to below as "the other party".
2. In these terms and conditions, the term "other party" is defined as any natural person or legal entity with which supplier has entered into an agreement or intends to do so and its representative(s), agent(s), assignee(s) and heirs.
3. The applicability of any general terms and conditions of the other party is expressly rejected by the supplier and therefore, shall not bind the supplier in any way.
4. Oral promises or agreements with employees of the supplier, insofar as they derogate from written agreements or from these general conditions, shall only be binding when confirmed in writing by an authorized signatory staff member of the supplier.
5. Invalidity or inapplicability of one or more of the provisions or part of a provision in these general conditions, in a general sense or in a specific case, shall not affect the force and validity of the remaining provisions.
6. If there is a lack of clarity regarding the interpretation of one or more provisions of these general conditions, the interpretation must be in accordance with the spirit of these provisions.
7. If a situation arises that is provided for in these general conditions, this situation should be assessed in the spirit of these general conditions.
8. If the supplier does not demand strict compliance with these terms and conditions, this shall not mean that said provisions do not apply, or that the supplier would lose the right to demand strict compliance with the provisions of these general conditions in other cases.

ARTICLE 2 - OFFERS

1. All offers/invitations to treat of the supplier, in whatever form, are without obligation, even if the offer contains an acceptance term and acceptance occurs within that period, unless expressly stated otherwise. Revocation of offers or invitations to treat may be done by the supplier in writing immediately following acceptance.
2. All the offers/invitations to treat made by the supplier to another party, shall only be applicable to this other party. These offers/invitations to treat may not be reproduced and/or made available or disclosed to third parties otherwise without permission from the supplier.
3. Dispatch of offers/invitations to treat and/or documentation shall not oblige the supplier to accept an order.
4. Information contained in catalogues, such as images, drawings, models, size and weight specifications are indicative only and shall not bind the supplier unless otherwise specified in the order confirmation.
5. A compound quotation shall not oblige the supplier to execute part of the assignment against a corresponding part of the given quotation. Offers and invitations to treat shall not apply automatically to future orders.

ARTICLE 3 - AGREEMENT

1. Subject to the following provisions, an agreement with the supplier shall only become binding after the supplier has accepted an order in writing or the supplier has confirmed the acceptance of an offer/invitation to treat by the other party, for which the date of order confirmation is the decisive factor. The order confirmation is deemed to represent the agreement correctly and completely, unless the other party immediately protested against it in writing.
2. If the agreement is amended or added to, the supplier may only implement the new provisions after they have been confirmed in writing by the competent person within the organization of the supplier and the other party did not object in writing within 5 working days with the specified price and other terms and conditions for performance, including the time for performance to be determined. Whether or not the amended agreement is immediately executed shall not result in a breach of contract by the supplier and shall not constitute ground for the other party to terminate the agreement. Without being in default, the supplier may refuse a request to amend the agreement, if this could have consequences in terms of quality or quantity for, for example, the work to be performed or goods to be delivered within that context.
3. For agreements under which by their nature and scope no written offer or order confirmation is sent, the work slip or delivery note shall be deemed to represent the agreement correctly and in full, unless other party immediately protested against it in writing. In the absence of a written offer, order confirmation, work slip or delivery note, the invoice is deemed to represent the agreement correctly and in full, unless a written objection is filed within 5 days after the invoice date.
4. Each agreement is entered into by the supplier subject to the resolutive condition that the other party proves to be sufficiently creditworthy for the financial performance of the agreement. The creditworthiness of the other party shall be determined by the supplier. Only the supplier may rely upon the resolutive condition. In such an event the supplier shall notify the other party without delay.
5. The supplier shall be entitled upon or after entering into the agreement, prior to (further) performance, to demand from the other party a guarantee that both payment obligations and other obligations will be fulfilled. Moreover, the supplier shall be entitled to demand a deposit, yet to be determined, from the other party for the goods provided on lease and/or made available.
6. The supplier shall be authorized, in order to achieve proper performance of the agreement, without consulting the other party, to engage third parties, the cost of which shall be charged to the other party in accordance with the quotations provided.
7. Drawings, technical descriptions, images, colours, sizes, weight specifications, material specifications, schedules, activities, directions and so forth, which are included in the agreement or which are expressly referred to by the supplier, are to be provided in good faith and as accurately as possible. Minor deviations should be accepted, unless the agreement explicitly includes a smaller margin for deviations.
8. Deviations that are considered common and/or reasonable within the sector shall not give the other party the right to complain, to replacement, damages or any other right.
9. If the supplier has made an item available to the other party pursuant to a lease or otherwise, the other party should use this item only in the Netherlands. If the other party uses the items of the supplier abroad, the supplier will not be liable for any (consequential) damage that may arise abroad. Moreover, in that case the other party shall forfeit without any notice of default being required, an immediately payable penalty of 150% of the daily rental rate until the leased items are in the Netherlands, irrespective of the supplier's right to compensation.
10. The other party shall treat the items made available and/or leased to him by the supplier with due care.

ARTICLE 4 - PRICES

1. The prices and quotations set out in the supplier's price lists, circulars or otherwise are without obligation and shall not bind the supplier. They are subject to changes and errors.
2. The prices quoted in an offer/tender are excluding VAT and other government levies, any costs incurred as part of the contract, including transportation and shipping costs and insurance, unless otherwise expressly agreed.
3. The supplier reserves the right to pass on any price increases resulting from increases or surcharges of freight rates, wages, and/or exchange rates that came into effect prior to the delivery or in case of an increase in existing or an introduction of new taxes, fees, levies or duties, to the other party in an equitable fashion.

ARTICLE 5 - DELIVERIES

1. If for the completion of certain work or for the supply of certain items a period has been agreed or specified, this shall never be a deadline. In the event of exceeding a term, the other party should give the supplier notice of default in writing. The supplier shall be offered a reasonable term in order to still be able to perform the agreement.
2. If the supplier requires information from the other party for the performance of the agreement, the execution period shall not commence until after the other party has made these available to the supplier correctly and in full.

3. Unless otherwise expressly agreed in writing, delivery of goods shall occur ex warehouse of the supplier. The other party is obliged to purchase the goods when they are being offered. If the other party refuses purchase or neglects to provide information or instructions necessary for the delivery, the supplier shall be entitled to store the goods at the expense and risk of the other party.
4. In case of delivery ex warehouse, the goods shall be at the risk of the other party once the goods have left the warehouse of the supplier. From that moment, the risk of loss, damage of value reduction shall be transferred to the other party. If goods are stored by the supplier for the other party, the goods shall be at the risk of the other party from that moment. If in derogation from the provisions of paragraph 3, delivery free domicile has been agreed, the goods shall be at the risk of the other party once the goods are offered to the other party at the agreed location. In that case, the supplier shall bear the risk and costs, including the duties, taxes and other charges associated with the delivery of the goods there.
5. In case of performing work, the work shall be considered completed when:
 - A. The other party has approved the work;
 - B. the other party has started using the work.
6. If during the execution of the agreement it becomes evident that for proper performance it is necessary to amend or supplement the agreement, the parties shall proceed to amend the agreement in a timely manner and through agreement. If the nature, scope or contents of the agreement, whether or not at the request or indication of the other party, the competent authorities et cetera, is or are modified and as a result, the agreement would be changed in terms of quality and/or quantity, this may also have consequences for what was originally agreed upon. As a result, the amount initially agreed upon may be increased or decreased. The supplier will provide a quotation regarding this beforehand wherever possible. Furthermore, an amendment of the agreement may also change the initially specified period of execution. The other party accepts the possibility of amending the agreement, including the change in price and term of execution.
7. The parties may agree that the supplier shall install the goods to be supplied. If the parties agree that the supplier installs the goods to be supplied, the installation shall only include the work that form part of its sector and that has been specified in the order confirmation. The other party shall be responsible for all deliveries and other work, including electricians, carpenters, masons, painters, plasterers, blacksmiths and the like, which are not expressly specified in the order, at its own expense.
8. If a delay in the delivery occurs on the part of the supplier due to failure by the other party to fulfil any obligation arising under the agreement or the other party fails to cooperate with the performance of the agreement, the delivery time shall also be extended by at least the duration of this delay.
9. Except in the event of gross negligence on the part of the supplier, late delivery due to any cause whatsoever, shall not give the other party the right to compensation for direct or indirect damages or compensation for any costs, nor the right to perform work or have work performed in order to execute the agreement, whether or not with judicial authorization.
10. The supplier shall be entitled to execute the agreement in several phases.
11. If the agreement is executed in phases, each part, insofar as no provision in these general conditions proves the contrary, shall be considered as if it were a separate agreement, in particular with respect to the provisions regarding payment and warranty. Furthermore, the supplier may suspend the execution of the parts that belong to a following phase until the other party has approved the results of the preceding phase in writing.

ARTICLE 6 - FORCE MAJEURE

1. In these general conditions, force majeure, in addition to the meaning in the law and jurisprudence, shall mean: each circumstance independent of the will of the supplier - even if at the time the agreement was entered into this could be foreseen - that permanently or temporarily interferes with the performance of the agreement, and, where not already included, war, war risk, civil war, riots, strikes, lockouts, transport difficulties, fire or other serious disruptions in the company of the supplier or its suppliers.
2. If such a force majeure situation arises with a (legal) person engaged by the supplier and said person invokes force majeure against the supplier, this will also be deemed as force majeure present at the supplier that has an effect with respect to the other party.
3. If in the opinion of the supplier the force majeure will be of a temporary nature, the supplier shall have the right to suspend the execution of the agreement until the circumstance that causes the force majeure, no longer exists.
4. If in the opinion of the supplier, the force majeure situation is of a permanent nature, the parties may reach an agreement on the termination of the agreement and the related consequences. This agreement shall be in writing. Furthermore, in the event of a permanent force majeure situation each party shall have the right to terminate the agreement in whole or in part. Invoking dissolution in case of force majeure of a permanent nature must be communicated by registered letter.
5. Insofar as the obligations of the supplier under the agreement have been partially fulfilled at the time the force majeure occurs or the supplier will be able to fulfil these and independent value is attributed to the part that has been fulfilled or will be fulfilled, the supplier shall be entitled to issue separate invoices for the parts already fulfilled or to be fulfilled. The other party shall be bound to pay such invoice as if it were a separate agreement.
6. When the performance of a contract is suspended due to force majeure or in case of a force majeure situation of a permanent nature and the supplier or the other party call for the termination of the agreement, the supplier shall not be bound to pay damages to the other party.

ARTICLE 7 - CANCELLATION

1. If the agreement is terminated prematurely by the supplier, the supplier shall, in consultation with the other party arrange for transfer of the work yet to be performed to third parties, following payment for all the work already performed. Unless the termination is attributable to the other party and/or it concerns one of the cases as referred to in article 12.8. If the transfer of work incurs additional costs for the supplier, these shall be charged to the other party. Other party shall be bound to pay these costs within the specified term, unless the supplier states otherwise.
2. Full or partial cancellation by the other party of an order placed is not possible, unless the supplier agrees in writing with the cancellation under conditions to be determined. In any case, the supplier shall reserve the right to fully charge the other party for goods ordered or prepared for the relevant order, plus any costs for supply, removal or delivery and the reserved working hours for the performance of the agreement.

ARTICLE 8 - OWNERSHIP

1. All goods delivered by the supplier under the agreement shall remain its property until the other party has properly fulfilled all its obligations under the agreement(s) entered into with the supplier, including interest, costs and any damage found.
2. Goods delivered by the supplier that pursuant to the first paragraph are subject to retention of title may not be resold otherwise than in the ordinary course of business and must never be used as currency. The other party is not authorized to pledge or otherwise encumber the goods subject to retention of title.
3. The other party should always do all that can be reasonably expected to secure the proprietary rights of the supplier.
4. If third parties seize goods delivered under retention of title or wish to establish or assert rights to these goods, the other party shall be obliged to immediately notify the supplier thereof.
5. The other party shall undertake to insure and continue to insure goods that have been delivered under retention of title against fire, explosion and water damage and theft and, at the request of the supplier, shall make the insurance policy available for inspection. In case of any payment of the insurance the supplier shall be entitled to these funds. Insofar as necessary, the other party undertakes in advance to cooperate with the supplier regarding all that should or appears to be necessary or desirable within that context.

6. The other party gives the supplier irrevocable and unconditional permission to enter all places where the property of the supplier is located and to take back said goods, after the supplier has revoked its retention of title. Furthermore, the other party, when in default with respect to obligations arising from the contract, shall be bound to return, at the request of the supplier, the goods under retention of title at his expense and in good condition. For each day that the other party remains in default, the other party shall forfeit a penalty to the supplier equal to 5% of the invoice value of the relevant item or items. This penalty does not affect any other rights of the supplier and shall in no case replace the main claim of the supplier against the other party. Following repossession, the other party shall be credited for the market value, which in no case shall exceed the original invoice value, less the penalties, interest and costs included in the repossession.
7. If the supplier cannot rely on its retention of title because the delivered goods have been mixed, distorted or checked, the other party shall be obliged to pledge the newly formed goods at the request of the supplier.
8. Notwithstanding said retention of title of the supplier, the goods shall be at the risk of the other party immediately after delivery.

ARTICLE 9 - INTELLECTUAL PROPERTY

1. The supplier reserves the rights and powers it is entitled to under the Copyright Act and other intellectual property legislation to all materials made available or manufactured by the supplier as part of the performance of the agreement, including designs, (technical) descriptions, drawings, catalogues, illustrations, samples, models, procedures, schedules and anything else related to this. The other party shall exclusively use this material internally and strictly confidentially if and insofar as this is required within the scope of the agreement. At the request of the supplier, the other party shall immediately return the said material.
2. The other party shall be responsible for ensuring that said material is not copied, reproduced and/or provided or given for inspection to third parties.
3. In case of a violation of the provisions in the first and/or second paragraph, the other party shall pay a penalty of € 25,000 for each violation of this provision and, in addition, a penalty of € 1,000 for each day the violation continues, without prejudice to the right of the supplier to compensation for costs, damages and interest.

ARTICLE 10 - LIABILITY

1. The supplier or third parties engaged by or on behalf of the supplier for that purpose shall endeavour to fulfil the obligations arising from the agreement. Should the supplier be liable, said liability shall be limited to the provisions of this article.
2. The supplier shall not be liable for damage, of whatever nature, caused by the supplier making decisions based on incorrect and/or incomplete information provided by the other party. The other party shall at all times guarantee the supplier the accuracy of information provided by the other party, so that the supplier will not act contrary to legal requirements or rights of third parties. The other party indemnifies the supplier against any claims by third parties suffering damage in connection with the performance of the agreement, the cause of which is attributable to parties other than the supplier. Should the supplier be sued by third parties for that reason, then the other party shall be bound to assist the supplier both judicially and extrajudicially and without delay do all that may be expected from him in that case. Should the other party remain in default in taking adequate measures, the supplier shall be entitled to do so himself, without notice of default. All costs and damages on the part of the supplier and third parties arisen as a result, shall be fully at the account and risk of the other party.
3. If the supplier is liable for any damages, the liability of the supplier shall be limited to the value of the invoice of the order, or at least that part of the order to which the liability relates.
4. In any case, the liability of the supplier shall always be limited to the amount of the payment of its insurer, if appropriate. Compliance with applicable warranty obligations and payment of damages as determined and approved by the insurers of the supplier is regarded as sole and complete compensation, unless mandatory law precludes this.
5. The supplier shall only be liable for direct damage. Direct damage shall only include the reasonable costs of establishing the cause and extent of the damage, insofar as ascertaining relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of the supplier conform to the agreement, insofar as these can be attributed to the supplier and the reasonable costs incurred to prevent or mitigate damage, insofar as the other party demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these general conditions.
6. The supplier shall never be liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business interruption, loss due to the functioning or non-functioning of the goods delivered and/or processed and/or work performed by the supplier or damage caused by persons engaged for that purpose or persons who are at the risk of the supplier, inflicted on persons of the other party or third parties, personal accidents and/or damage to objects, machinery, installations, vehicles and buildings, business interruption, delays and/or impairment, damage to the environment or any other (business) loss, for whatever reason and/or of any nature whatsoever.
7. The limitations of liability included in this article shall not apply if the damage is due to intent or gross negligence by the supplier or by those within the company of the supplier in charge of executing the agreement.
8. In case of improper use of goods supplied or use by the other party other than for which the goods have been supplied as agreed, each claim for liability of the supplier for damages arising therefrom shall be voided.

ARTICLE 11 - WARRANTY AND COMPLAINTS

1. The supplier warrants that the goods meet the usual requirements and standards which at the time of delivery could be reasonably expected and for which they are intended for normal use in the Netherlands. The warranty mentioned in this article applies to items that are intended for use within the Netherlands. When used outside the Netherlands, the other party needs to verify whether the use thereof is suitable for use there and whether it meets the conditions that have been stipulated. If the agreement consists of performing work, the supplier guarantees the sound condition of the delivered construction and the materials used, provided it was free in the selection thereof.
2. The warranty specified in paragraph 1 of this article shall apply for a period of 1 year after completion/delivery, unless it otherwise follows from the nature of the items delivered or parties have agreed otherwise. If the warranty provided by the supplier relates to an item which was produced by a third party, said warranty shall be limited to the warranty provided by the manufacturer of such item, unless otherwise indicated.
3. Any type of warranty will lapse if a defect is caused by or resulting from improper or inappropriate use or use contrary to the instructions of the supplier or the manufacturer of the item, use after the expiry date, improper storage or maintenance performed by the other party and/or third parties when, without the written permission from the supplier, the other party or third parties have carried out or have tried to carry out changes to the item, other items have been attached that should not have been attached or if they were processed or modified in a manner other than the prescribed manner. Nor shall the other party be entitled to the warranty if the defect is caused by or results from circumstances beyond the control of the supplier, including weather conditions (such as for example, but not limited to, extreme rainfall or temperatures), damage, normal wear and tear and defects that are the result of amended government regulations and so on. Furthermore, each type of warranty shall lapse if and as long as the other party has not fully met its obligations with respect to the item to which the warranty may apply.
4. The other party is obliged to immediately inspect the goods delivered or work completed. Furthermore, the other party needs to check whether the quality and/or quantity of the product delivered corresponds with what has been agreed and meets the requirements the parties have agreed to this effect. Any visible defect needs to be immediately indicated on the form of delivery or receipt. Should a form of delivery or the receipt be missing, the other party should report any visible defects to the supplier within 10 business days following delivery or completion. After expiry of the period of 10 business days the other party is considered to have approved the goods delivered or work completed, including the invoice.

5. The other party must immediately notify the supplier of any non-visible defects with respect to the goods delivered, but in any event within 10 business days after the hidden defect was discovered or reasonably could have been discovered. The other party must immediately notify the supplier of any non-visible defects with respect to the work completed, but in any event within 10 business days after the hidden defect was discovered or reasonably could have been discovered.
6. The notification must be done in writing by registered letter and include a detailed description of the defect, thus allowing the supplier to respond adequately. The other party needs to give the supplier the opportunity to investigate a complaint or have this investigated.
7. If the other party complains in a timely manner, this shall not suspend its payment obligation. In that case, the other party shall be bound to accept and pay for other items ordered.
8. If a defect notification is made at a later stage, the other party shall no longer be entitled to repair, replacement or compensation.
9. If it is established that a new item is defective and a timely complaint to that effect has been filed, the supplier shall replace the defective item within a reasonable period after the return receipt thereof or, if return is not reasonably practicable, after written notification regarding the defect by the other party, at the discretion of the supplier replace parts which proved to be defective, free of charge and make the necessary parts available to the latter or make a replacement payment to the other party. In case of replacement, the other party shall be obliged to return the replaced item(s) and the ownership thereof to the supplier, unless the supplier indicates otherwise.
10. If it becomes evident that a complaint is unfounded, the costs resulting from that, including the costs of investigation, for the supplier, shall be fully at the expense of the other party.
11. After expiry of the warranty period, all costs for repair or replacement, including administration, shipping costs and call-out charges, will be charged to the other party.
12. In derogation from the statutory limitation periods, the limitation period for all claims and defences against the supplier and the third parties engaged by the supplier for the performance of an agreement, shall be one year.

ARTICLE 12 - PAYMENT

1. Unless otherwise agreed, the invoices must be paid into a bank or giro account designated by the supplier within 14 days after the invoice date, all without any deduction or setoff. The value date shown on the bank or giro statements of the supplier is decisive and is therefore considered as payment date. The supplier is entitled to invoice periodically.
2. Unless expressly agreed otherwise, payment shall be in Euros.
3. If the supplier has one or more claims against the other party that do not arise from items delivered or to be delivered or with respect to work performed or to be performed on behalf of the other party, including a claim for failure under such an agreement, the payment received from the other party shall first be applied to the payment of those claims.
4. Notwithstanding the provisions in article 12.3, all payments made by the other party shall primarily be applied to settle any interest and any collection costs incurred by the supplier and subsequently to settle the oldest outstanding invoices. The supplier may, without being in default, refuse an offer for payment if the other party selects a different order for the allocation of the payment.
5. When special discounts or other conditions favourable to the other party that are generally not common have been agreed, these shall expire by operation of law in the absence of payment within the applicable payment term.
6. The supplier shall reserve the right, without giving reasons, to demand whole or partial payment before the items are delivered or upon completion of the work, before continuing to fulfil its obligations under the agreement and to deliver the goods to the other party. If the supplier insists on cash payment, the supplier will not be required to deliver in case of failure of cash payment and the supplier will have a right of retention in respect of items to which they have performed work.
7. Suspension of the payment obligation is excluded, even if the other party has objected against the amount of an invoice.
8. In case one or more of the following circumstances arise, the supplier shall have the right to suspend the performance of its obligations or to (partially) dissolve or terminate the agreement, or to demand any amount owing by the other party on the basis of work performed by the supplier, immediately and without any warning, notice of default or judicial intervention being required, in its entirety, without prejudice to the right of the supplier to compensation for costs, damages and interest, and without the obligation to pay any compensation or provide any guarantee.
- These circumstances shall in any case be, if:
- A. The other party is declared insolvent or is granted a moratorium, or a request to that effect has been submitted, the business of the other party is closed down, liquidated or wholly or partially transferred, or when attachment is made against the other party, which will not have been lifted within 30 days after attachment;
- B. The other party dies or is placed under guardianship;
- C. The other party fails to fulfil fully or in a timely manner any of its obligations by law or pursuant to this agreement.
- D. following conclusion of the agreement, circumstances the supplier has learnt of give sound reason to fear that the other party will not fulfil any of its obligations by law or pursuant to the agreement;
- E. upon conclusion of the agreement, the other party was requested to provide security for the fulfilment of his obligations under the agreement and this security is not forthcoming or is insufficient;
- F. if due to the delay on the part of the other party, the supplier can no longer be required to perform the agreement against the originally agreed conditions.
9. If the supplier decides to suspend or terminate the agreement, he shall not be held liable for damages and costs incurred in any way.

ARTICLE 13 - INTEREST AND COSTS

1. If payment has not been made within the period specified in the previous article, the other party shall be in default by operation of law and shall be owing interest of 1.5% per (part of a) month on the outstanding amount from the due date until payment of the amount due has been made.
2. All judicial and extrajudicial expenses incurred shall be borne by the other party. The judicial expenses also include all actual costs of legal and procedural assistance during legal proceedings, including those that exceed the liquidation rate. The extrajudicial collection costs shall at least be 15% of the invoiced amount, with a minimum of € 50 of the amount owing by the other party, including aforementioned interest.

ARTICLE 14 - APPLICABLE LAW

1. All obligations and agreements entered into by the supplier with the other party and third parties are exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention is excluded.

ARTICLE 15 - DISPUTES

1. All disputes, including those which are considered as such by one party only, arising from or related to the obligations to which these terms and conditions apply or the relevant terms and conditions themselves and their interpretation or implementation, both of factual and legal nature, will all and only be decided by the competent Dutch court of the domicile of the supplier, unless otherwise legally prescribed. Nevertheless, the supplier shall be entitled to submit the dispute to the competent court according to law.
2. Unless expressly agreed otherwise, all legal claims of the other party to which these general conditions give rise shall lapse one year after the delivery date.

ARTICLE 16 - FINAL PROVISION

1. These general conditions apply with effect from 1 January 2012 and are available for inspection at the offices of the supplier. They shall be handed over to the other party prior to or upon conclusion of the agreement, or if this is not reasonably possible, they shall be forwarded free of charge to the other party at his request.
2. The Dutch text of the general conditions shall always be decisive for the interpretation.