

GENERAL TERMS AND CONDITIONS

RAP Clean Vehicle Technology

Art 1. General

1. These terms and conditions shall apply to each sale and delivery of goods and services to third parties (clients) by RAP Clean Air Products, also trading under the name RAP Clean Vehicle Technology. Everywhere where this documents says "RAP Clean Air Products" also "RAP Clean Vehicle Technology" or can be read, or visa versa. All parties declare that these terms and conditions shall also apply to any contracts between parties to be concluded in future.
2. Deviations from these terms and conditions shall only apply if and insofar as these are confirmed by RAP Clean Air Products in writing. Terms and conditions put forward by clients are not applicable unless expressly accepted in writing by RAP Clean Air Products.
3. RAP Clean Air Products reserves the right to change these terms and conditions. RAP Clean Air Products may also implement the above changes to contracts concluded prior to the change if and insofar as the change does not restrict the rights the client would derive from the relevant contract(s) and RAP Clean Air Products has informed the client of this in writing.

Art 2. Pricing

1. All offers and quotations made by RAP Clean Air Products in whatever form are free of commitment and are based on information available at the time of the offer or quotation. The price stated in the order confirmation (which may contain a reference to a quotation) shall determine the amount to be invoiced.
2. All quotations are made in Euros exclusive of any applicable VAT.

Art 3. Accepting orders

1. Clients are required to submit orders to RAP Clean Air Products in writing. If a client only makes a verbal order, RAP Clean Air Products can confirm the order unilaterally by means of a written order confirmation. The client is deemed to have agreed to the order if he does not reply to the order confirmation in writing within 8 working days.
2. RAP Clean Air Products shall send a written confirmation to confirm acceptance of the order. This shall contain a clear description of the order together with the date of execution (possibly referring to a quotation or order from the client). Acceptance of an order by RAP Clean Air Products shall constitute a contract. Additionally, if RAP Clean Air Products does not send a confirmation of acceptance to the client but nevertheless carries out the order, it shall be assumed that RAP Clean Air Products has accepted the order and that this constitutes a contract.

Art 4. Execution of contracts

1. RAP Clean Air Products reserves the right to allow contracts to be executed in whole or in part by third parties. If personal appearances (giving lectures, training, etc) are to be carried out by third parties, clients will be sent prior notification, which will include the CV of the person taking over the task.
2. RAP Clean Air Products cannot in any way be held liable for any failings on the part of these third parties.
3. RAP Clean Air Products reserves the right to allow the execution of contracts to deviate slightly from the original contract. If the execution deviates significantly, RAP Clean Air Products shall inform the client of this beforehand. The existing contract may be cancelled and replaced by, or converted into, a new contract.

Art 5. Cancellation of contracts

1. If the client cancels the contract between the time that the order is submitted and a maximum of five working days prior to commencement of the order's full execution, RAP Clean Air Products shall charge the client for losses it has incurred, including internal and external expenses already incurred and services already (partially) carried out. RAP Clean Air Products will pass on the costs of the losses incurred, expenditures and services (partially) carried out on the basis of a summary of the same.
2. If the client cancels the contract within five working days prior to commencement of the full execution of the order, RAP Clean Air Products shall charge the full amount for the service that would have become due if the order had been executed in full.
3. Articles 5.1 and 5.2 also apply if RAP Clean Air Products has not yet sent a written confirmation of order acceptance to the client, but the client has sent a written order to RAP Clean Air Products.

Art 6. Payment

1. Payment shall be made without deduction or discount after receipt of the invoice sent by RAP Clean Air Products to the client. The payment details will appear on the invoice.
2. The payment term will be agreed in advance (in a quotation) and will be stated on the invoice. On occasion, payments may (partially) fall due prior to the actual delivery of the goods or services.
3. If (partial) payments are not made within the payment term, RAP Clean Air Products reserves the right to take measures to collect payment (possibly using the services of third parties) and to charge statutory interest. Any costs arising from these measures shall be charged to the client.
4. If (partial) payments are not regularly made and the contract has not yet been completed, RAP Clean Air Products reserves the right to postpone further execution of the contract after notifying the client. If (partial) payments remain due and unpaid, RAP Clean Air Products can decide, after notifying the client, to cancel the order. This method of cancellation shall be deemed to be a cancellation by the client and Articles 5.1 to 5.3 will therefore apply. Expenses for any losses incurred and (partially) executed but not invoiced services shall be charged to the client as stipulated in Article 5.



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5. Supplied goods, including training material, shall remain the property of RAP Clean Air Products until full payment, including any costs as mentioned in Art. 6.3, has taken place. Partial payments do not automatically result in fractional ownership by the client.

Art 7. Liability

1. RAP Clean Air Products cannot in any way be held liable for losses incurred by the client resulting from failings on the part of RAP Clean Air Products. These losses include, but are not limited to, losses incurred by the client as a result of inaccurate, wrongful or incomplete information, or outdated information, in the broadest sense of the word.
2. Any liability on the part of RAP Clean Air Products shall be limited to an amount equal to the agreed payment and in any case to a maximum of EUR 5,000.
3. Any claims by the client must be submitted to RAP Clean Air Products in writing, stating the reasons, within twelve (12) months after the facts on which the claims are based became known to the client, or could reasonably be expected to have become known to the client.

Art 8. Force majeure

1. In the event that RAP Clean Air Products is hindered in or prevented from execution of a contract as a result of force majeure, RAP Clean Air Products is entitled, insofar as the contract has not been executed, to postpone execution of the contract for at least six months or to terminate the contract by means of a written declaration, informing the client of the circumstances hindering or preventing further execution of the contract, without RAP Clean Air Products being liable towards the client for any compensation. During the six-month postponement period, RAP Clean Air Products shall be authorised and at the end of the period obliged to choose whether to execute or terminate the contract.
2. Force majeure shall include the following circumstances: (civil) war and unrest, also outside the Netherlands, epidemics, disasters, theft or loss of materials needed to execute the services, sickness or accident suffered by specialists due to execute the service, as well as any other circumstance as a result of which RAP Clean Air Products could not reasonably be expected to comply with the contract.

Art 9. Copyright

1. All presentation materials (training courses, presentations etc.) produced by RAP Clean Air Products shall remain the property of RAP Clean Air Products, unless agreed otherwise with the client.
2. All presentation materials (training courses, presentations etc.) produced by RAP Clean Air Products are protected by copyright and are therefore not permitted to be used, copied or duplicated (in whatever manner or form) in part or in full without prior permission from RAP Clean Air Products and/or the client for whom these materials were produced, unless otherwise agreed with the client in writing.
3. RAP Clean Air Products may use material (digital or hardware) provided by the client for the purpose of executing the contract, at its own discretion and in the manner it determines.

Art 10. Complaints

1. Complaints arising from goods and/or services supplied by RAP Clean Air Products must be submitted in writing to RAP Clean Air Products within a reasonable period of time and in any case no later than 20 working days after the fault was detected, on pain of forfeiture of any claims.
2. If RAP Clean Air Products acknowledges a complaint as well-founded, the client shall allow RAP Clean Air Products the opportunity to remedy the fault within a reasonable period of time, but in any case within a maximum of two months.
3. In the case of verbal agreements, the risk of errors rests exclusively with the client.

Art 11. Applicable law

1. All contracts and execution thereof shall be governed exclusively by Dutch law.

Art 12. Disputes

1. Any disputes relating to or arising from contracts entered into with clients shall be settled by the competent court or - if RAP Clean Air Products so chooses - the competent court in NL-Arnheim.

Revisie 3-1 (English)
NL – Toldijk, 15-08-2010