

PO acceptance.

By accepting the PO the additional terms and conditions will apply. The order must be confirmed with one (1) week after receipt.

1. After this period QE assumes the PO including all its conditions and attachments are confirmed and agreed. These cannot be modified unless the written approval of QE international BV. These conditions do not replace the conditions stated in the PO itself. Both apply.

2. Prices.

The prices specified in the PO are binding. Any modification shall be written approved by QE International BV. The prices are always including VAT when applicable.

3. Drawings, Procedures and other documents.

After issuing the PO and during the whole fabrication process the correct drawings with latest revision will be supplied by Q.E. International BV. The manufacturer is responsible for having the latest drawings available in the workshop. In case drawing revisions will result in any additional costs whatsoever, the manufacturer must notify QE within two weeks in writing. Later reply may result in rejection of additional costs. QE supplied drawings may only be used for the fabrication of the PO number and number of goods. It is strictly forbidden to supply the drawings or a part of it to third parties without the written approval of QE. The supply and or copy of QE drawings, designs and or products other than agreed within the PO will be fined up to the amount of 50.000 Euro per occasion and or item. All supplied drawings and documents remain always the property of QE International BV.

The design code mentioned on the supplied QE drawings must be respected and used. Deviation is may only be acceptable after the written approval of QE International BV. QE International BV may reject the products when in case the required specifications/ design – and fabrication codes are not respected.

4. Materials.

QE will supply free of charge the materials which have been agreed within the purchase order. QE is responsible to supply these materials in time and must inform the manufacturer accordingly. The manufacturer reserves the right to adjust delivery times in case materials have been supplied incorrect or late. The manufacturer must check the materials upon receipt for completeness, correctness and damages and shall inform QE accordingly.

5. Quality.

Quality is an important issue for QE. To ensure the best quality possible QE shall supply, when necessary, all required specifications and procedures. In case welding procedures are requested the manufacturer must have up to date welding procedures and qualifications. Incomplete or missing procedures shall be made or remade by the manufacturer at their own costs when these have been agreed with the PO. The applicable welding documents must be available in the workshop at any time and must be up to date and valid. Procedures for handling and storage of welding consumables shall be followed continuously and records shall be immediately available whenever requested by QE. In case the manufacturer has an ISO 14001, ISO 9001 and or OHSAS 18001 the certificates must be valid, procedures must be followed and the procedures shall be available and up to date any time when necessary or requested by QE. In case it appears that the manufacturer does not or cannot comply with the certifications, QE Reserves the right to carry out all necessary actions in order to correct and ensure conformity. In case any costs might be involved QE reserves the right to back charge these for a period of maximum five years.

Note: QE International BV may hold (advance) payments at any time in case procedures are not sent, not complete, according the wrong code, out of range or missing. Only after the receipt and approval of QE International BV the payments can be released. This subject will overrule made payment agreements.

6. Delivery times.

The delivery times shall be met as indicated onto the purchase order. In case QE fails to supply the agreed materials in time the manufacturer reserves the right to change the delivery date accordingly. Delays must always be notified to QE International BV in due time. Late information will result in applying the penalty clause.

7. Inspections.

QE reserves the right to visit and inspect the products and progress on fabrication any time. However, QE must notify the manufacturer at least one day in advance. In case of a final inspection the manufacturer must notify QE at least 10 working days in advance. This provides QE the ability to invite third parties or their clients in time if required. In case products are not completed or not in compliance with the PO and/ or its specifications which require a new inspection QE reserves the right to invoice the costs for additional inspection to the manufacturer. QE International BV shall notify this upfront.

8. Packing.

All silencers are to be packed on a proper pallet fitting the size of the goods and which are suitable for road transport unless otherwise agreed. Flange facings must be covered with wooden- or metal plates with rubber gasket in between. This is always a part the quotation and PO. Cardboard flange covers are not accepted unless otherwise agreed. In case the packaging is not as indicated or missing QE might repack and the cost will be forwarded to the manufacturer. If damage during loading and or transport is caused by improper packaging QE can forward the repair cost regardless the delivery terms.

9. Storage.

When necessary or required the goods may be stored free of charge for one month.

10. Bankruptcy.

In case of bankruptcy or whatsoever QE is entitled to remove the (unfinished) products and/ or materials related to the affected PO('s).

The payable amount of the finalized work will be determined by QE International BV and shall rate to the percentage of completion and will never exceed the PO amount. The agreed amount is non-negotiable and will have the same payment conditions as in the agreed PO. Holding the materials or goods without the written approval of QE international BV may result in a penalty of 2.500 Euro per day.

11. Delays.

In the event of a delay caused by the manufacturer QE may apply a penalty clause. This penalty will be 1% per day with a maximum of 10% of the total purchase order amount. QE shall notify upfront in case the penalty clause will be affective. QE shall be notified two (2) in advance in case a delay occurs. Documents shall be send in accordance with the document sheet. Late supply may be penalized with 0,5% per day with a maximum of 5% of the total PO amount.

In case of an unacceptable delay or the manufacturer is not capable to fabricate or finalize the goods agreed in the PO QE International BV has the right to remove and replace the affected materials and already fabricated parts at any time. The payable amount of the finalized work will be determined by QE International BV and shall rate to the percentage of completion and will never exceed the PO amount. The agreed amount is non-negotiable and will have the same payment conditions as in the agreed PO. Holding the materials or goods without the written approval of QE international BV may result in a penalty of 2.500 Euro per day.

12. Payments.

Payment terms are 60 days after receipt of invoice and acceptance of the goods and final documentation unless otherwise agreed or in case of a commercial agreement between the supplier and QE international. In the event of a penalty QE reserves the right to deduct the amount from the last payment.

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13. Health- and safety regulations.

The manufacturer must guarantee the safety in the workshop and its employees. Safety is a number one concern of QE and must be ensured all the time. The employees in the workshop must be equipped with proper and safe working gear and tools. At least safety boots, overall, ear- and eye protection are mandatory. In case the manufacturer has a ISO 14001 and or OHSAS 18001 certificates these must be up to date and their regulations must be respected. In the event the safety cannot be ensured or QE spots unsafe conditions in the workshop, QE reserves the right to stop all activities until the required safety level has been achieved. Any cost resulting out of this will be for the account of the manufacturer.

14. Applicable law.

All legal relations between QE and manufacturer shall be governed by the prevailing Dutch law.