

SPRINGMASTERS

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SpringMasters BV
Kampenstraat 10
7575 EK Oldenzaal
The Netherlands

P.O. Box 300
7570 AH Oldenzaal
The Netherlands

Chamber of Commerce nr.: 54995639
VAT: NL851521587B01
IBAN: NL85 RABO 0156 7670 15
SWIFT/BIC: RABONL2U

General Terms and Conditions of:

SpringMasters B.V.
Kampenstraat 10
7575 EK Oldenzaal
The Netherlands

Chamber of Commerce No.: 54995639

Article 1: Applicability, definitions

1. These General Terms and Conditions apply to any offer and to any agreement of sale and purchase and to each agreement of assignment to carry out work of Springmasters B.V., established in Oldenzaal, hereinafter to be referred to as "Springmasters".
2. The buyer/principal is hereinafter referred to as "the Other Party".
3. Various provisions in these General Terms and Conditions refer to a natural person who acts outside his trade, business or profession. In these provisions the Other Party is indicated by the term "the Consumer".
4. "Offer" shall mean: any offer from Springmasters, whether or not in the form of a written quotation.
5. "In writing" shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
6. "Documents" shall mean: advice, calculations, drawings, reports, designs and suchlike to be created or submitted by Springmasters and/or Other Party. This may concern both physical and digital documents.
7. "Information" shall mean: both the aforementioned documents and other (oral) data (to be) submitted by Springmasters and/or the Other Party.
8. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
9. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
10. These General Terms and Conditions shall also apply to repeat or part orders, follow-up or partial assignments flowing from the agreement.

Article 2: Offer, prices and rates

1. Unless a period of validity is stated in/for an offer, this concerns an offer without obligation and Springmasters may withdraw this offer within a period of no more than 2 working days after receipt of the acceptance.
2. The prices and rates stated in an offer, price- or rate list are exclusive of BTW (Dutch VAT) and possible costs, such as transport costs, shipping costs, travelling and accommodation expenses, administrative costs and expense claims of third parties engaged.
3. A composite offer does not oblige Springmasters to deliver part of the offered items/performance against a corresponding part of the price or the rate.
4. If the offer is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, Springmasters may adjust the quoted prices,

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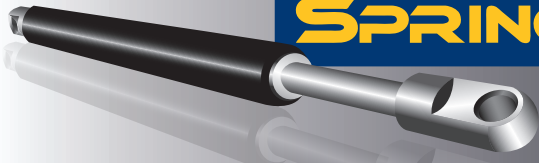
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rates and/or delivery or completion terms.

5. The offer, prices and/or rates do not automatically apply to repeat orders or follow-up assignments.
6. Models that are displayed as well as (technical) specifications, characteristics, dimensions, proportions, serial numbers and other descriptions in brochures, promotional material and/or on the website of Springmasters shall be as accurate as possible but shall only be intended as a guide. The Other Party may derive no rights from these.
7.
 - a. If (cost) price increasing circumstances occur at the expense of Springmasters between concluding the agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations or price changes of the required materials or raw materials, Springmasters may increase the agreed prices and rates accordingly and charge these to the Other Party.
 - b. In the event of price increases within 3 months after the agreement was concluded, the Consumer may terminate the agreement by means of a written statement. Unless the Consumer notifies Springmasters within 14 days after the price- or rate change was announced that he wants to use his right of termination, Springmasters may assume that the Consumer agreed to the change.

Article 3: Establishing agreements

1. The agreement is established after the Other Party has accepted the offer of Springmasters, also if this acceptance deviates on secondary issues from this offer. However, when the acceptance shall deviate in essential issues, the agreement shall only be concluded after Springmasters has explicitly agreed with these deviations in writing.
2. Springmasters shall only be bound to:
 1. an order without prior offer thereto;
oral arrangements;
additions to or changes of the General Terms and Conditions or agreement;
after written confirmation to the Other Party or as soon as Springmasters - without objection of the Other Party - has started the performance of the order or arrangements.

Article 4: Engaging third parties

If Springmasters deems this necessary, she shall have the right to have specific deliveries and work carried out by third parties.

Article 5: Obligations Other Party, providing information for the benefit of consultancy

1. The Other Party ensures that:
 - a. it makes all information required for the execution of the agreement available to Springmasters in time and in the manner required by Springmasters;
 - b. it informs Springmasters in time concerning all developments within its organisation that are relevant for the consultancy;
 - c. any information carriers, files and suchlike possibly provided by the Other Party to Springmasters are free from viruses and defects.
2. The Other Party ensures that the provided information is correct and complete and it shall indemnify Springmasters against any claims from third parties arising from the incorrectness and/or

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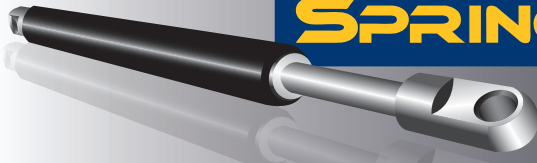
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incompleteness of this information.

3. Springmasters shall treat the information provided by the Other Party in confidence and only provide it to third parties insofar as necessary for the execution of the agreement.
4. If the above obligations are not fulfilled (on time) by the Other Party, Springmasters may suspend the execution of the agreement until the Other Party has fulfilled his obligations. The costs and the other consequences arising from this shall be at the expense and risk of the Other Party.
5. The Other Party may only sell on items delivered from the product range by Springmasters in the original packaging from Springmasters or her supplier. The Other Party may make no changes to the original packaging and shall prevent any damage.
6. Unless otherwise agreed, the Other Party shall forfeit a penalty of 500.00 immediately due and payable for each infringement to Springmasters for the infringement of the provisions referred to in paragraph 5. This is without prejudice to the right of Springmasters to demand full compensation of damages.
7. If the Other Party does not fulfil his obligations and Springmasters does not require immediate compliance, this will not affect the right of Springmasters to require compliance at a later date.

Article 6: Delivery, delivery or completion deadlines, execution of agreement

1. The agreed terms shall never be final deadlines. If Springmasters fails to meet her obligations (on time), the Other Party must give notice of default to her and grant reasonable time to meet these obligations at a later date.
2. An agreed term will take effect at the moment that Springmasters has received all information required for the delivery/work and the possible agreed (advance) payment of the Other Party. If delay arises from this, the term shall be extended accordingly.
3. Springmasters may execute the agreement in phases and invoice each partial delivery or performance separately.
4. The risk of items to be delivered transfers to the Other Party the moment these leave Springmasters's premises or Springmasters informed him that the items are ready for collection.
5. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by Springmasters. Springmasters is not liable for any damage of whatever nature that is related to the dispatch or the transport.
6. Unless parties agree on another term, deliveries to the Consumer will be carried out within a period of up to 30 days after concluding the agreement. In this case the risk will transfer to the Consumer the moment the items are physically available to him/a third party appointed by him (not being the transporter). If the Consumer appoints the transporter himself (not being a transporter suggested by Springmasters), the risk transfers to him on receipt of the goods by this transporter. Dispatch or transport is at the expense of the Consumer. The delivery time for consumers included here arises from the law.
7. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the agreed performance or items (in the agreed manner) to the Other Party or if these are not collected, Springmasters may store the items and/or any materials purchased for the execution of the agreement at the expense and risk of the Other Party. The Other Party shall then give Springmasters the opportunity, within a reasonable period set by Springmasters, to deliver the performance or the items at a later stage or collect these items at a later stage.
8. If the Other Party still fails to meet its obligations after the aforementioned reasonable period, it shall be immediately in default. Springmasters may then, either fully or partially, terminate the agreement with

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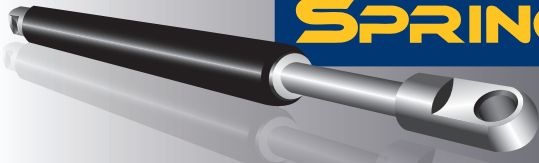
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immediate effect by means of a written statement, sell the items and/or materials to third parties and destroy all documents already created without being obliged to pay compensation for damages, costs or interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage or loss of profits of Springmasters and/or the right of Springmasters to demand compliance at a later date.

9. Springmasters shall inform the Other Party about the consequences for agreed prices, rates and terms:
 1. in the event of changes in the agreed work requested by the Other Party;
 2. if it appears during the execution of the agreement that it cannot be executed in the agreed manner due to unforeseen circumstances. In this case, Springmasters shall first discuss the changes to the execution with the Other Party. If the execution of the agreement has become impossible as a result, Springmasters shall in any case be entitled to full compensation for any work already carried out and/or any deliveries already made.
10. Additional and reduced work shall be agreed in writing between Springmasters and the Other Party. Additional work shall mean: all additional work and deliveries at the request of the Other Party or necessarily arising from the work agreed, which has/have not been included in the offer or the assignment. Springmasters shall be allowed to charge the costs involved with this to the Other Party separately.

Article 7: Complaints

1. The Other Party shall check the delivered items immediately on receipt and state any visible failures, defects, damage and/or anomalies in quantities on the consignment note or accompanying note or, in their absence, reports these to Springmasters in writing within 2 working days. If such complaints are not reported in a timely manner, the items are deemed to have been received in good order and to conform with the agreement.
2. Other complaints on the items delivered are reported to Springmasters in writing immediately after discovery - but at least prior to assembly and further transport and at the latest within 2 weeks after receipt - by the Other Party, and the Other Party shall bear all risks of failing to report directly.
3. The Other Party shall also report complaints on the work carried out in writing to Springmasters immediately after discovery - but no later than within a (guarantee) period set by Springmasters after completion. The Other Party shall bear all risks of failing to report directly. In the absence of a timely report the work is deemed to have been carried out in accordance with the agreement.
4. If a complaint is not reported in a timely manner, it is not possible to make a claim under the agreed guarantee.
5. If the ordered items can only be delivered in (wholesale) packaging and/or minimum quantities/numbers Springmasters has in stock, the items may show slight anomalies that are acceptable in the industry, as regards stated quantities. These anomalies are not classed as shortcomings on the part of Springmasters and claims under the guarantee regarding these shall not be possible.
6. Complaints shall not suspend the Other Party's payment obligations.
7. The previous paragraph does not apply to the Consumer.
8. The Other Party shall give Springmasters the opportunity to investigate the complaint and provide all relevant information. If it is necessary for the items to be returned for investigation or if Springmasters has to investigate the complaint on site, this shall take place at the expense of the Other Party, unless the complaint proves to be justified. The transport risk will always be borne by the Other Party.
9. Returning the items shall take place in a manner to be determined by Springmasters and in the original

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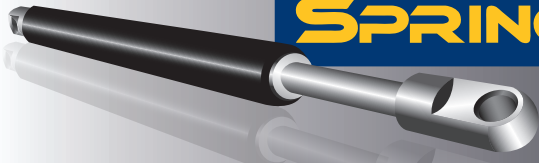
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packaging or deposit packaging.

- 10 No complaints can be lodged about items that have changed in nature and/or composition or that have been fully or partially treated or processed after receipt.

Article 8: Guarantees

1. Springmasters shall execute the deliveries and work in a proper manner and in accordance with standards applicable in the industry, but shall never provide a more extensive guarantee than has been agreed.
2. Springmasters shall be responsible during the guarantee period for the usual quality and reliability of the items delivered. Unless the parties agree otherwise, a warranty period of 1 year after (final) delivery shall apply - under normal use. "Normal use" is understood to mean: use in accordance with the usual objective of the (final) deliverable and in accordance with the applicable instructions, user manuals, manuals, etc.
3. If the manufacturer or supplier provides a warranty for the items delivered, this warranty applies in the same manner between the parties. Springmasters shall inform the Other Party in this regard.
4. If the purpose for which the Other Party wishes to treat, process or use the items differs from the customary use of these items, Springmasters shall only guarantee that the items are suitable for this if she has confirmed so in writing to the Other Party.
5. No claim can be made under the guarantee if failures, defects, loss of quality or impairment of the items is caused by obsolescence of these items during storage thereof by or on behalf of the Other Party before taking these items into use.
6. No claim can be made under the guarantee until the Other Party has paid the price agreed for the items.
7. The previous paragraph does not apply to the Consumer.
8. In the case of a justified claim under the guarantee Springmasters will arrange - at her discretion - for a repair or replacement of the items, to have the work carried out in the correct manner at a later date free of charge or a repayment or discount on the agreed price. If there is any additional damage, the provisions set out in the Liability Article shall apply.
9. The Consumer may always opt for repair or replacement of items free of charge or for having the work carried out in the correct manner at a later date, unless this may, in all reasonableness, not be demanded from Springmasters. In the latter case the Consumer may terminate the agreement by means of a written statement or demand a discount on the agreed price.

Article 9: Liability

1. Springmasters shall accept no liability other than the guarantees explicitly agreed or given by Springmasters.
2. Springmasters is only liable for direct damage. Any liability for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party takes all measures needed to prevent or limit the damage.
4. If Springmasters is liable, the liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by Springmasters, the liability for compensation shall be limited to the invoice amount of the delivered items/work carried out.

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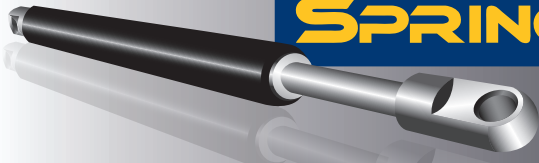
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5. The Other Party must sue Springmasters for any damage suffered by him within 6 months after he became or could have become aware of it.
6. Contrary to the previous paragraph, a period of 1 year applies to the Consumer.
7. Springmasters is not liable - and the Other Party cannot make a claim under the applicable guarantee - if the damage has arisen due to:
 - a. improper use or use contrary to the purpose for which the items delivered were intended or use contrary to the directions, advice, operating instructions and suchlike provided by or on behalf of Springmasters;
 - b. incompetent safekeeping (storage) or maintenance of the items;
 - c. errors or incompletenesses in the information provided to Springmasters by or on behalf of the Other Party;
 - d. instructions or directions from/on behalf of the Other Party;
 - e. or due to a choice of the Other Party, which deviates from Springmasters's advice and/or what is customary;
 - f. or due to the fact that the Other Party or third parties on his behalf carried out (repair) work or adjustments to the delivered items, without Springmasters's explicit prior permission.
8. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies Springmasters against any claims from third parties.
9. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or wilful recklessness by Springmasters or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall Springmasters indemnify the Other Party against any third party claims.

Article 10: Payment

1. Springmasters may require (partial) advance payment or other security for payment at all times.
2. Payment must take place within an expiry period of 30 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if no objections have been made within the payment term.
3. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph or if it was not possible to pay the amount by direct debit, the Other Party is due to Springmasters a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
4. In the aforementioned situation a default interest of 6% on an annual basis applies to the Consumer, unless the statutory interest is higher. In this case the statutory interest applies.
5. If payment is not forthcoming after notice was given, Springmasters may charge the extrajudicial collection costs to the Other Party at 15% of the invoice amount with a minimum of € 40.00.
6. In the above-mentioned notice, Springmasters shall give the Consumer a term of at least 15 days to make a payment. If payment is again not forthcoming, the extrajudicial collection costs for the Consumer will be:
 - a. fifteen percent of the amount of the principal sum for the first € 2,500.00 of the demand (with a minimum of € 40,00);
 - b. ten percent of the amount of the principal sum over the next € 2,500.00 of the demand;
 - c. five percent of the amount of the principal sum over the next € 5,000.00 of the demand;
 - d. one percent of the amount of the principal sum over the next € 190,000.00 of the demand;

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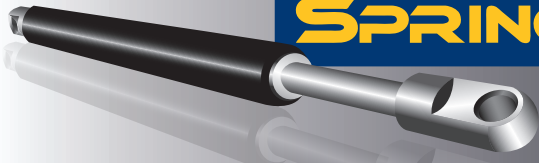
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- e. half a percent of the surplus of the principal sum.
All this with an absolute maximum of € 6,775.00.
7. For the calculation of the extrajudicial collections costs Springmasters may, after 1 year, increase the principal amount by the default interest accrued in that year.
 8. In the absence of full payment, Springmasters may terminate the agreement without further notice of default by a written statement or to suspend her obligations under the agreement until payment is received or provided appropriate security. Springmasters shall also have the aforementioned right of suspension if she has legitimate grounds to doubt the Other Party's/the Consumer creditworthiness even before the Other Party/the Consumer enters into default regarding payment.
 9. Springmasters will initially deduct payments received from all interest and costs due and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
 10. The Other Party may not deduct any claims of Springmasters from any reclamations that it has on Springmasters. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.
 11. The previous paragraph does not apply to the consumer.

Article 11: Retention of title

1. All items supplied/to be supplied under the Agreement shall remain the property of Springmasters until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with that delivery and claims due to shortcomings attributable to the Other Party, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. On the delivery of identical, non-individualized items, the consignment relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock, in the shop and/or form a part of the inventory and equipment of the Other Party on invoking retention of title.
4. The Other Party may resell the items during his normal business operations, provided he stipulates that his customers recognize an identical retention of title on these items.
5. As long as the title is retained in the items, the Other Party may not pledge the items in any manner or bring items under the actual control of a financier.
6. The Other Party informs Springmasters immediately in writing if third parties claim to have ownership or other rights to the items.
7. As long as the Other Party holds the items, it shall carefully store them as identifiable property of Springmasters.
8. The Other Party arranges a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy. Immediately on Springmasters's request he will give access to the insurance policy and any included proof of premium payments.
9. If the Other Party contravenes this article or if Springmasters claims retention of title, Springmasters and her employees may enter the Other Party's site and take possession of the items. This does not affect Springmasters's right to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

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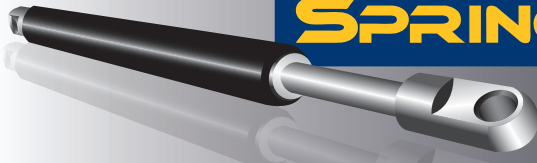
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Article 12: Bankruptcy, loss of power to dispose of property, etc.

1. Springmasters may terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) its assets.
2. The Other Party shall always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

Article 13: Force majeure

1. In the event of force majeure of the Other Party or Springmasters, the latter may terminate the agreement by means of a written statement to the Other Party or suspend compliance with her obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to Springmasters shall include: a non-culpable shortcoming by Springmasters, a non-culpable shortcoming of third parties or suppliers engaged by Springmasters or other serious grounds on his part.
3. In any case force majeure applies to Springmasters in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of Springmasters or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, import and export hindering measures.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall be obliged to fulfill its obligations towards Springmasters until that moment.

Article 14: Cancellation, suspension

1. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, Springmasters may require fixed damages from the Other Party to cover all expenses incurred and damage suffered due to termination, including any lost profit. At the option of Springmasters and dependent on all deliveries made and/or work already performed these damages shall amount to 20 to 100% of the agreed price.
2. The Other Party shall indemnify Springmasters against any third-party claims resulting from the cancellation.
3. Springmasters may set off the damages due against all amounts already paid by the Other Party and possible counterclaims from the Other Party.
4. Should the delivery (deliveries) or work be suspended at the request of the Other Party, the costs incurred for the deliveries/work that are carried out, shall be immediately due and payable and

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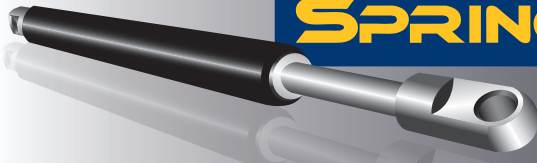
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Springmasters will have the right to charge these to the Other Party. This also applies to all costs incurred or costs resulting from the suspension.

5. Costs Springmasters incurs as a result of resumed delivery (deliveries)/work, are at the expense of the Other Party. If the execution of the agreement cannot be resumed after the suspension, Springmasters may terminate the agreement by means of a written statement to the Other Party.

Article 15: Applicable law, jurisdiction

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes will be submitted to the competent court in the place where Springmasters is established, although Springmasters shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. Irrespective of the choice of Springmasters, the Consumer will always retain the right to submit the dispute before the legally competent court. The Consumer must notify his choice to Springmasters within a month after receipt of the summons.
5. If the Other Party is established outside the Netherlands, Springmasters shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

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