

General Conditions Scafom Group

Article 1 Definitions

In these general terms and conditions the stated terms will have the following meaning:

Scafom: Scafom Holding B.V. and/or any affiliated company;

Contracting party: the party with which Scafom contracts;

Items: all goods delivered or to be delivered by Scafom pursuant to the agreement, or any services or work performed;

Offer: the offer made by Scafom;

Agreement: every agreement concerning the sale, rent, assembly/disassembly and delivery of items, each addition or change with regard thereto.

Article 2 Applicability

1. These general terms and conditions apply to every offer or commitment made by Scafom to the contracting party.
2. Unless specifically accepted by Scafom, Scafom rejects herewith the applicability of general terms and conditions of the contracting party.

Article 3 Formation of the agreement

1. All offers and quotations made by Scafom are without engagement and may be withdrawn or revoked by Scafom at any time. The agreement is binding for Scafom as from the date it has been explicitly accepted by Scafom.
2. If an order is given without a request for a quotation being made, Scafom will carry out this order at a gross catalogue price, as stated in the valid price list.

Article 4 Delivery

1. The delivery period or date stated by or accepted by Scafom is indicative and will not entitle the other party to any claim whatsoever.
2. The goods are deemed to have been delivered in good condition and in accordance with Scafom's standard product specifications, unless the contracting party has notified Scafom in writing of any defect in the delivery without undue delay, but in any case within 5 days. Delivery will always take place ex Scafom's premises, unless agreed otherwise in writing.

Article 5 Prices and payment

1. Prices exclude VAT, levies/surcharges, packaging/wrapping and transport costs.
2. Payment must be made within 30 days after the invoice date, unless otherwise agreed.

Article 6 Ownership, Risk and Retention of title

1. Without prejudice to, the actual delivery title and ownership of the items does not pass over to the contracting party, unless and until he has satisfied all rights and claims of Scafom with respect to the agreement. Until title and ownership has passed over to contracting party, he has to secure and mark the items in such a manner that these are identifiable as Scafom's ownership at all times.
2. Scafom has a right of retention/pledge in respect of the sold and (to be) delivered items, despite any transfer of ownership or title to contracting party, unless and until Scafom has received full payment thereof. Scafom is authorized to register this right of title, retention or pledge.
3. The contracting party is not entitled or allowed to dispose of, pledge, retain the items in any way whatsoever so long as these are the property of Scafom or as long as a retention right or non-possessory pledge is vested therein.
4. If the contracting party does not comply with or does not fulfill its obligations under the agreement or otherwise or if there is a reasonable doubt that it will not do so, Scafom will be entitled to remove the items or have them removed from the contracting party's or third parties premises. The contracting party is obliged to provide all necessary cooperation in this respect for its account.
5. The risk for the items will pass over to contracting party at delivery. The contracting party undertakes to insure and keep insured the items delivered against loss or damage, such as fire, explosion damage, water damage and theft and to allow inspection of the insurance policy on first demand of Scafom.

Article 7 Rental

1. In case of an offer or agreement for renting out items, all terms and conditions as set out in these General Conditions shall apply, except to the extent in this Article 7 a deviation is laid down.
2. The items delivered to the contracting party will remain Scafom's ownership and title and will be clearly marked by the contracting party as such. The goods will have to be returned to Scafom in the same condition at the end of the rental period as they were at the start thereof, wear and tear excluded. The contracting party shall maintain the items in good order. The contracting party is not entitled to sub rent the items to third parties, provided he has ensured that this is done under the same terms and conditions.
3. Scafom shall have an irrevocable right of access to the items and the documentation related thereto wherever they are during the rental period, in case Scafom wishes to reclaim the items in case of a default of the contracting party, leading to a termination of the agreement.
4. The contracting party is liable for any loss or damage to and by the items and shall indemnify and hold Scafom harmless from any claim whatsoever.

Article 8. Assembly/disassembly

1. Any agreed assembly work shall be performed by Scafom on the basis of these General Conditions, unless in this article 8 a deviation is laid down, and on the basis of the data, drawings, specifications and information provided by the contracting party, for the correctness, completeness and sufficiency of which he is responsible.
2. The contracting party shall provide timely and unhindered access to the construction site, shall have applicable and valid permits and licenses, shall have sufficient storage space and crane and forklift facilities and shall ensure that the assembly/disassembly work can be performed unhindered and continuously. Assembly work includes transport to the contracting party's premises and unloading.
3. Scafom will be deemed to satisfactorily have completed the work when the scaffolding is erected in compliance with the drawings, data, specifications and information provided. Disassembly work includes the loading and transport of the items from the premises of the contracting party.
4. Scafom shall not in any way be liable for loss or damage to existing property of contracting party. Contracting party shall indemnify and hold Scafom harmless from any claim whatsoever.

Article 9. Warranty

1. Provided the items are used in a professional way by contracting party, Scafom warrants that the items shall comply with Scafom's standard product specifications. No implied warranties such as fit for purpose, merchantability and latent defects shall apply. This warranty is limited to 2 years after the date of delivery with a one off extension of one year for repaired or replaced items in case of a defect.
2. At the risk of forfeiture of any of his rights or remedies, the contracting party shall have to notify Scafom immediately without undue delay in writing of any defect, such being solely the non-compliance by Scafom of the warranty as set out in 1 above, giving Scafom the right to rectify the defect within a reasonable time.
3. At the risk of forfeiture of any of his rights or remedies, the contracting party must follow in full and within the specified time all directions and/or instructions provided by Scafom with respect to the defective items. The contracting party shall use the items in a professional way c.q. shall ensure that the items shall be used in a professional way, and shall on a regular basis check and inspect the items and may not use the delivered items for any other purpose than for which the items are destined, failing which the contracting party shall be deemed to have waived all his rights and remedies against Scafom.
4. Items delivered may only be returned after Scafom's prior written approval. Return consignments will be at the expense and risk of the contracting party.

Article 10 Liability

1. Scafom shall not be liable for any loss or damage, personal injury or death caused by a defect of the items delivered by Scafom to the contracting party or third parties, except in case of (gross) negligence or willful misconduct of Scafom. Accordingly, the contracting party shall indemnify and hold Scafom harmless from any claim whatsoever.
2. Scafom's liability under the agreement, in tort and at law shall be limited to the relative contract amount.
3. Scafom shall in any case not be liable for indirect damage or loss, including, but not limited to, indirect or consequential loss, such as loss of profits, loss of production, loss of revenue or damage or loss caused by business interruptions.

Article 11. Default

1. In case either party is in default, the other party shall notify the same giving a reasonable time to rectify the default. In case the defaulting party does not comply with this notification, the other party is entitled to suspend or terminate the agreement.
2. As soon as the contracting party is in default with respect to his payment obligations, such outstanding and due payments shall automatically carry an interest of 10% per annum as from the due date on.
3. If Scafom is forced to take collection measures, the contracting party will be obliged to compensate all costs thereof.
4. Scafom is entitled to require at any time from the contracting party a security for the payments to be made.

Article 12. Force Majeure

1. In case of Force Majeure, which are all unforeseen or not-foreseeable circumstances beyond the reasonable control of either party, such party is excused from his obligations, without any right to claim costs or damages by the other party for the duration of the Force Majeure. Parties agree that the contracting party's payment obligation can't be excused by Force Majeure.

Article 13. Remedies.

1. The parties agree that their rights and remedies will be as set out under these General Conditions and that no remedies at law shall apply.

Article 14. Disputes and applicable law

1. The laws of England and Wales shall apply. The applicability of the Vienna Sales Convention is explicitly excluded.
2. Any disputes will be settled by the competent commercial court in London.

Article 15. Entry into force:

1. These General Terms & Conditions entered into force on 1 September 2017 and replace the GTC previously observed by Scafom International dd 1 July 2011.