3.1. All information provided to the Client by or on behalf of the Contractor, whether oral, written or in any other form, is the property of the Contractor and shall be kept confidential and shall not be disclosed or reproduced unless agreed to with the Contractor in writing.

3.2. The Client will not disclose or reproduce the information received without the written consent of the Contractor.

2.3. The prices stated in the offer are denominated in euros, exclusive of all taxes and duties, unless otherwise stated in the offer. The Client will be responsible for all taxes and duties levied in connection with delivery or transport. The prices include the risk of the goods in transit to the Client.

1.4. These Terms and Conditions may only be applied by Metaalunie members.

1.1. These Terms and Conditions apply to all offers made by a Metaalunie member to the Client for the supply or performance of goods or services.

17.5. Irrespective of whether the Contractor has fully executed the agreement, the Client may not assign or pledge any rights or obligations under any agreement with the Contractor.

17.6. If payment is delayed, the Client will owe interest on that sum.

17.7. The Contractor is entitled to off-set its debts to the Client against claims that companies affiliated to the Contractor have against the Client.

18.1. Dutch law applies.

18.2. If the price depends on the actual costs to be incurred by the Contractor, the Contractor will be entitled to adjust the price within thirty days of the invoice date at the latest.

18.3. The Client must pay the price in accordance with the agreed terms.

19.2. A party is entitled to terminate the agreement with immediate effect if the other party:

19.3. The Client’s right to terminate the agreement with immediate effect as referred to in paragraph 1 will be limited to situations in which:

19.4. The Client is entitled to terminate the agreement with immediate effect if:

19.5. The Contractor is entitled to terminate the agreement with immediate effect if:

19.6. The Client is entitled to terminate the agreement with immediate effect if:

22.1. Dutch law applies.

22.2. If the Contractor is suspended or terminates the agreement in accordance with paragraph 1, the claimant will be entitled to compensation for damage suffered by it, in so far as the claimant proves that the Contractor is responsible for such damage.

22.3. If the Contractor is responsible for third-party claims, the claimant is entitled to off-set those claims against the claims against which the Contractor is covered under an insurance policy in accordance with paragraph 1.

22.4. If the Contractor is responsible for claims related to the use of advice, drawings, calculations, documentation, or other materials and parts delivered and to carry out the contract; and

22.5. Dutch law applies.

22.6. If the Contractor is responsible for work that has been completed, and the Client fails to inform the Contractor in writing and within the payment term, subject to reality, that the work has not been completed in accordance with the agreement, the Client is entitled to off-set its debts to the Client against the rights or obligations (including the (full) material supplied by or on behalf of the Client as a result of the Client’s failure to fulfill its obligations).

Article 14: Performance

14.1. The Client is not entitled to terminate the agreement if:

14.2. The Client is not entitled to terminate the agreement if:

14.5. The Client is responsible for sending parts or materials that are needed for the performance of the contract to the Contractor before the term of delivery.

14.6. The following are for the Client’s account:

14.7. The Contractor is liable to the Client for all losses or costs suffered by the Contractor, in so far as the Client proves that the Contractor is responsible for such losses or costs.

16.2. The Client must cooperate fully and free of charge to enable the Contractor to perform the agreed work or to perform the work in accordance with the agreement,

16.3. If the Client has taken over the work to goods that are being worked on or to a customer of the Client for assembly or finishing, the Client must inform the Contractor in writing and within the payment term, subject to reality, of the agreed performance, everything that the Client owes or will owe to the Customer, and the Client indemnifies the Contractor against all third-party claims related to the Client.

16.4. If the provisions of paragraph 1 or 2 of this article are in conflict with the terms of the agreement, the Client is entitled to terminate the agreement with immediate effect.

16.5. If the provisions of paragraph 1 or 2 of this article are in conflict with the terms of the agreement, the Client is entitled to terminate the agreement with immediate effect.

15.1. The Contractor may not terminate the agreement with immediate effect if:

15.2. The Client must have filed for bankruptcy or suspension of payment.

15.3. If the Client has delivered the goods to it in accordance with the agreement, the Client is entitled to terminate the agreement with immediate effect.

15.4. If the Client has not filed for bankruptcy or suspension of payment, the Client is entitled to terminate the agreement with immediate effect.

15.5. The Client is entitled to terminate the agreement with immediate effect if:

15.6. The Client indemnifies the Contractor against all third-party claims related to the Client.

15.7. The Client indemnifies the Contractor against all third-party claims related to the Client. Further, the Client is entitled to terminate the agreement with immediate effect if:

15.8. The Client indemnifies the Contractor against all third-party claims related to the Client. Further, the Client is entitled to terminate the agreement with immediate effect if:

16.1.1. If the Client has not filed for bankruptcy or suspension of payment, the Client is entitled to terminate the agreement with immediate effect.

17.1. Payment is made at the Contractor’s business address or at another address designated by the Contractor in writing.

17.2. Unless otherwise agreed, payment must be made within 30 days of the invoice date at the latest.

17.3. If the Client fails to fulfill its payment obligation, it is entitled to comply with a request from the Contractor for a tender of the amount due.

17.4. The Client’s right to offset claims against the Contractor or to suspend its fulfillment of the obligation is excluded, unless the Contractor defaults on its obligations or has not delivered the goods or services or has terminated the contract or in bankruptcy or the statutory debt adjustment scheme applies.

17.5. Irrespective of whether the Contractor has fully executed the agreement, the Client is entitled to terminate the agreement with immediate effect if:

17.6. If payment is delayed, the Client will owe interest on that sum.

17.7. The Contractor is entitled to off-set its debts to the Client against claims that companies affiliated to the Contractor have against the Client.

17.8. The Client’s right to terminate the agreement with immediate effect as referred to in the first paragraph of this article is based on the fact that the price has not been paid or has been paid too late.

17.9. If judgment is rendered in favour of the Contractor in legal proceedings, either on the whole or on the most part, the Client shall be liable for all and any costs incurred.

17.10. The Client has the right to suspend or terminate the agreement in accordance with the terms of the agreement. The Client has the right to suspend or terminate the agreement if:

17.11. If the price depends on the actual costs to be incurred by the Contractor, the Contractor will be entitled to adjust the price within thirty days of the invoice date at the latest.

17.12. The Client’s compensation is subject to the terms and conditions of the agreement.

21.2. If the price depends on the actual costs to be incurred by the Contractor, the Contractor will be entitled to adjust the price within thirty days of the invoice date at the latest.

21.3. If the price depends on the actual costs to be incurred by the Contractor, the Contractor will be entitled to adjust the price within thirty days of the invoice date at the latest.

21.4. If the price depends on the actual costs to be incurred by the Contractor, the Contractor will be entitled to adjust the price within thirty days of the invoice date at the latest.