



General terms and conditions

van Houdt QC Service - an automobile industry partner - is based in D-47929 Grefrath, Dunkerhofstraße 1 and is a certified service company according to DIN EN ISO 9001:2000. It deals with quality control and supports the quality management of the automobile industry and of its subcontractors.

We exclusively execute the concluded agreements on the basis of our general terms and conditions. Our customers accept these terms and conditions by a written order confirmation. The terms and conditions are valid after the conclusion of the agreement for the duration of the business connection and do not require a renewed agreement. Modifications and deviations have to be formulated in a written way and require an agreement. Without any differing written agreement, our general terms and conditions have priority over our contractual partners' terms and conditions.

Conclusion of the contract

The ordering party of van Houdt QC Service is bound by signing the order or by any other written or oral placing of the order. Van Houdt QC Service may accept this offer at its own option immediately after the placing of the order by sending a confirmation or by starting the work. The ordering party accepts the confirmation if it does not immediately file an objection. Van Houdt QC Service is not responsible for mistakes in regard of documents or other data submitted by the ordering party. Our offers shall be subject to change and are non-binding.

Terms of payment

We make up our ordering party's accounts based on the contractual agreement. The ordering party shall also reimburse waiting periods due to delayed material provision or other delays that are not caused by van Houdt QC Service. Payment is due without any deduction within a delay of 10 days upon receipt. After these 10 days, legal interests for delays as well as other claims due to delays have to be paid to van Houdt QC Service. van Houdt QC Service is entitled to charge interim bills in regard of orders with a running time of more than four weeks. These interim bills are charged weekly after the commencement of the operations. The regulations mentioned above shall also be applied to these claims.

Delay in delivery, warranty and liability

Van Houdt QC Service is anxious to perform the assigned job according to the contractual agreement and in time. Van Houdt QC Service is entitled to withdraw from a contract if delays in delivery or service occur due to sovereign measures or if events, force majored or other coincidences like strike, lockout or other events occur for which van Houdt QC Service is not responsible for. In these cases, duty of replacement is excluded.

Possible warranty claims of the ordering party shall immediately be announced to van Houdt QC Service. At first, these claims are restricted to the right to subsequent improvement or replacement. The ordering party is entitled to withdraw from the contract or to claim an appropriate deduction of the compensation if the remedy of defects fails or if van Houdt QC Service is not willing or able to remedy these defects, especially in regard of delays beyond appropriate terms, and for reasons van Houdt QC Service is not responsible for. Further claims of the ordering party, especially claims for damages including lost profits or claims due to other financial losses, are excluded independent from the legal ground they are based on. Only the ordering party is entitled to warranty claims versus van Houdt QC Service. These warranty claims shall be non-negotiable. The liability of van Houdt QC Service for damages resulting from its services shall be excluded if these damages are not caused in a grossly negligent or intentional way. If a contractual obligation is violated in a negligent way, van Houdt QC Service shall only be responsible for foreseeable damages. As far as the liability of van Houdt QC Service is excluded or restricted, the personal liability of the employees and servants shall also be excluded or restricted.

Place of jurisdiction

The Federal Republic of Germany is place of jurisdiction in regard of business connection and privity of contract between van Houdt QC Service and the ordering party.

The appropriate court with jurisdiction for Kempen shall be competent to resolve any disputes arising out of or as a result of this contract as far as the ordering party is a tradesman according to the commercial code, legal entity under public law or subject to special assets regulated by public law.

Final clause

Shall one clause of these general terms and conditions become invalid, effectiveness and feasibility of the other clauses shall remain unaffected.