

TRIUMPH SERVICES GENERAL TERMS AND CONDITIONS OF SALE & DELIVERY

Article 1 – Definitions

- 1.1 The term “Triumph Services” refers to Triumph Services B.V., headquartered in Rotterdam (the Netherlands), or any subsidiary identified in the agreement as a contracting party.
- 1.2 The term “Subsidiary” denotes a legal entity within the Triumph Services group.
- 1.3 The term “Customer” encompasses individuals, legal entities, partnerships, or other entities engaging in or negotiating agreements with Triumph Services for services, products, or other performances.
- 1.4 The term “Parties” denotes Triumph Services and the Customer.
- 1.5 The term “Agreement” encompasses any contract, including its amendments, between Triumph Services and the Customer, as well as all actions taken to execute it.
- 1.6 The term “written” or “in writing” includes communication via email in these terms and conditions.
- 1.7 The term “Website” refers to www.triumph-services.com.

Article 2 – Applicability

- 2.1 These General Terms and Conditions of Sale and Delivery, hereinafter referred to as “the Conditions,” apply to all quotations, offers, order confirmations, invoices, and Agreements between Triumph Services and the Customer regarding service or product supply.
- 2.2 Customer’s general purchasing terms and conditions, and any other terms, are expressly rejected.
- 2.3 Any deviations or amendments to these Conditions require explicit written confirmation by Triumph Services and apply solely to the specific quotation/engagement/agreement.

Article 3 – General Provisions

- 3.1 Trade terms and Incoterms shall follow the version published by the International Chamber of Commerce (ICC) at the time of Agreement formation.
- 3.2 In case of conflict between written provisions in an Agreement and these Conditions or applicable Incoterms, the Agreement prevails.

Article 4 – Agreements

- 4.1 Agreement formation occurs upon Triumph Services’ written confirmation through order confirmation or performance.
- 4.2 Offers, quotations, and communications from Triumph Services are non-binding unless expressly agreed otherwise in writing. Oral commitments or amendments are binding only if confirmed in writing by Triumph Services. In case of conflict, Triumph Services’ order confirmation prevails.
- 4.3 Triumph Services may request immediate payment or security if the Customer’s financial situation warrants, with the right to suspend Agreement performance until fulfilled.

Article 5 – Secrecy

- 5.1 Parties must maintain confidentiality regarding all obtained confidential information, including know-how, prices, and commercial arrangements, using it solely for Agreement performance.

Article 6 – Force Majeure

- 6.1 If force majeure prevents Triumph Services’ timely performance, delivery deadlines extend accordingly.
- 6.2 Force majeure includes events beyond reasonable control, such as power outages, strikes, and non-performance by third-party suppliers.
- 6.3 If force majeure exceeds three months, either Party may rescind the Agreement in writing for unperformed obligations without claiming rescission-related damages.
- 6.4 Triumph Services may invoice for performed obligations during force majeure.

Article 7 – Warranty

- 7.1 Products comply if meeting agreed specifications; deviations customary in the industry do not constitute failure to perform. Warranty period is 12 months unless otherwise agreed in writing.
- 7.2 Warranty on third-party products extends only to warranties given to Triumph Services.
- 7.3 Warranty invocation is subject to meeting payment obligations.

Article 8 – Delivery

- 8.1 Unless agreed otherwise, delivery is ex works. Agreed delivery times are indicative; missing deadlines doesn't entitle rescission or compensation.
- 8.2 Triumph Services may make partial deliveries if unable to deliver in time; Customer must allow reasonable extension.
- 8.3 Customer must accept immediate delivery notification; failure entitles Triumph Services to store at Customer's expense.
- 8.4 Customer must promptly unload products; failure subjects to additional charges.

Article 9 – Prices and Payment

- 9.1 Prices are ex works, exclusive of VAT, other levies, and packaging, based on provided information.
- 9.2 Triumph Services may adjust prices if cost factors increase before delivery.
- 9.3 Payment within thirty days from invoice date; alternate arrangements in writing. Setoff against claims not allowed.
- 9.4 Default occurs immediately for poor financial status or insolvency.
- 9.5 Late payment incurs statutory interest and collection costs borne by Customer.
- 9.6 Triumph Services may suspend or rescind Agreement for Customer's non-compliance.

Article 10 – Complaints and Liability

- 10.1 Customer must notify Triumph Services of product deviations immediately upon delivery and invisible defects within ten working days.
- 10.2 Failure to report defects within specified time waives performance claims.
- 10.3 Triumph Services' liability for defects limited to repair, replacement, or credit.
- 10.4 Triumph Services not liable for indirect, consequential, or force majeure-related damages.
- 10.5 Performance benefits Customer only; indemnification against third-party claims.
- 10.6 Customer's right to invoke defect lapses under specific circumstances.
- 10.7 Legal claims expire after one year.
- 10.8 Liability limited to 15% of total engagement sum or delivery.
- 10.9 Limitation of liability applies to Triumph Services' employees and third parties.
- 10.10 No provision aims to exclude liability for intentional acts by Triumph Services management.

Article 11 – Title and Retention of Title

- 11.1 Products remain Triumph Services' property until all payment obligations met.
- 11.2 Triumph Services may repossess products if Customer fails to fulfill obligations.
- 11.3 Customer may not sell or encumber products until all claims fulfilled.

Article 12 – Laws and Regulations

- 12.1 Customer must comply with applicable laws and regulations, including international trade and labor laws.

Clause 13 – Termination

- 13.1 Triumph Services may terminate Agreement immediately in certain circumstances without liability.

Clause 14 – Disputes

- 14.1 All Agreements governed by Dutch law; disputes adjudicated by Dutch courts.
- 14.2 Dutch version of these Conditions prevails in case of discrepancies.

Filed with the Chamber of Commerce by Triumph Services BV.