

MATRADA / DOCUMENTS

Sales and Delivery Terms of Matrada

Version 2026

Article 1. General

1. These terms and conditions apply to every quotation, contract or other agreement concerning orders placed with Matrada.
2. These terms and conditions take precedence over those of the other party. By entering into an agreement with Matrada, the other party waives the application of its own delivery terms and conditions.
3. The sales and delivery terms and conditions are sent to the other party by email and are thereby deemed to have been read.

Article 2. Quotations and contracts

1. All price quotations and delivery times are non-binding unless otherwise agreed.
2. All orders placed with Matrada must be confirmed in writing by the other party. Only then is Matrada bound by the order.

Article 3. Delivery and performance

1. Exceeding the delivery time does not entitle the other party to terminate the order or to claim damages, including consequential damages suffered by anyone.
2. In the event of partial delivery, Matrada is entitled to issue interim invoices.

Article 4. Transfer of ownership and payment

1. Delivered goods remain the property of Matrada until the buyer has fully fulfilled its obligations.
2. Ownership of and risk in the goods pass at the time of delivery.
3. Matrada has the right to repossess the goods at any time if the buyer fails to fulfil its obligations.

Article 5. Payment

1. Payment must be made within the period agreed in writing.
2. All costs arising from non-payment or late payment, whether legal or extrajudicial, shall be borne by the buyer.

Article 6. Complaints

1. Complaints concerning quantities or defects in the delivered goods must be reported by the buyer within 48 hours of delivery.
2. Any other complaints, of whatever nature, must be reported within 14 days of delivery.
3. If the periods referred to in paragraphs 1 and 2 are not observed, the buyer forfeits all rights in this respect.
4. Following justified complaints, Matrada will fulfil its obligations in consultation with the producer.
5. In the event of a complaint, delivery of the goods will first be completed. If that is no longer possible, Matrada's liability is limited to the invoiced amount for the delivery concerned.

Article 7. Liability

1. Upon transfer of ownership of the goods, the buyer is no longer entitled to claim consequential damages arising from complaints relating to delivery by Matrada.

Article 8. Force majeure

1. If Matrada is unable to fulfil its obligations, wholly or in part, due to force majeure, Matrada has the right to suspend the agreement for as long as the force majeure continues.
2. In these terms and conditions, force majeure means any circumstance or event that is not attributable to Matrada and that makes fulfilment of the delivery obligation difficult, or on the basis of which performance cannot reasonably be required. Such circumstances or events may occur in the Netherlands or abroad.