TERMS OF DELIVERY OF METACON-NEXT B.V.

These Terms and Conditions of Delivery are made available to the Client prior to or upon the conclusion of the agreement and can also be viewed on the Metacon-Next B.V. website. Metacon-Next - Terms and Conditions of Delivery

ARTICLE 1 – APPLICABILITY

1.1 The Metacon-Next B.V. Terms and Conditions of Delivery (**"the Metacon Terms"**) apply, in addition to the applicable Metaalunie Terms and Conditions 2025 ("**Metaalunie Terms**"), to all agreements concluded with Metacon-Next B.V. ("**Metacon**") regarding the sale and delivery of goods and services by Metacon, where delivery on a DAP basis has been agreed upon between the parties .

1.2 In the event of any conflict between the Metacon Terms and Conditions and the Metaalunie Terms and Conditions, the text of the Metacon Terms shall prevail.

1.3 The applicability of the Client's general terms and conditions is hereby rejected, unless Metacon has expressly accepted the Client's general terms and conditions in writing prior to the conclusion of the agreement.

ARTICLE 2 – PRICES, INVOICING, AND PAYMENT

2.1 Unless otherwise agreed in writing, the prices stated in the purchase agreement are:

a. Excluding VAT;
b. based on DAP (Delivered At Place) (unloaded) delivery in accordance with Incoterms® 2020;
c. inclusive of the costs of packaging/shipping materials, loading, and transportation. The costs of unloading shall be borne by the Client;
d. The Client shall bear the costs of customs clearance (import duties, VAT, and other taxes, levies and duties).

2.2 Metacon is entitled to take out cargo insurance. Any cargo insurance taken out by Metacon is concluded solely for the purpose of protecting its own interests. The Client may not derive any rights from the existence of such insurance.

2.3 Unless otherwise agreed in writing, Metacon is entitled to invoice the agreed price as soon as the goods are ready for shipment.

If shipment or delivery is postponed at the Client's request after the goods are ready for shipment, Metacon is entitled to store the goods at the Client's expense and risk. In that case, Metacon is also entitled to invoice the agreed-upon price immediately, without prejudice to its right to charge the Client for storage, transportation, and other resulting costs.

The payment term begins on the invoice date and is not dependent on the time of actual delivery of the goods, nor on any delay during transport, customs clearance, or delivery.

ARTICLE 3 – SERVICES AND DELIVERY

3.1 Notwithstanding Article 6.1 of the Metaalunie Terms and Conditions, delivery shall be made DAP in accordance with Incoterms® 2020.

3.2 Delivery takes place as soon as the goods have been made available to the Client at the agreed delivery address, ready for unloading in accordance with DAP (Incoterms® 2020). From that moment on, the risk of loss, damage, or destruction of the goods passes to the Client. The place of delivery will be specified in the order confirmation.

3.3 The Client is responsible for providing the correct information related to the delivery. “Correct information” includes, but is not limited to, the following:

a. the name of the contact person, including phone number and email address for scheduling the shipment;
b. the name of the contact person, including the phone number and email address of the on-site recipient;
c. the delivery address;
d. the business/opening hours of the delivery address;

The Client guarantees the timely provision of all documents, permits, certificates, and other information necessary for import, customs clearance, and other local formalities in the country of destination. Any delays, costs, or damages resulting from the failure to provide such information, or from providing it incorrectly or late, shall be entirely at the Client’s expense and risk.

If the required documents, permits, certificates, or other information are not provided in a timely manner, Metacon is entitled to suspend delivery without being liable for any resulting damages, costs, fines, levies, or delays. All additional costs resulting from this suspension shall be borne by the Client.

3.4 Any (additional) costs incurred as a result of the Client providing incorrect information shall be borne by the Client.

3.5 Notwithstanding Article 6.2 of the Metaalunie Terms, the Client is responsible for unloading on site. The Client is also responsible for notifying the contact person at the delivery address. In the event that unloading cannot take place at the delivery address, all additional costs resulting therefrom shall be borne by the Client. Additional costs include, but are not limited to, costs due to waiting times, demurrage, rescheduling of delivery, temporary storage, return transport, rerouting of transport, and other costs arising from the inability to deliver or unload the goods on time. Metacon is never liable for damage occurring during unloading, unless such damage results from Metacon’s willful misconduct or gross negligence.

3.6 In the event of refusal to accept or failure to take delivery of the goods, Metacon shall be entitled to take photographs on-site of the order number, the pallets to be delivered, and the delivery location. If the Client refuses to accept the goods without a valid reason, the delivery shall be deemed to have taken place at the moment the goods were made available at the agreed delivery address. All resulting costs shall be borne by the Client.

ARTICLE 4 – INSPECTION OF THE GOODS

4.1 The Client is obligated to inspect the goods immediately upon delivery for any defects (including damage), discrepancies, shortages, or other shortcomings. Without prejudice to the obligation to file a complaint as set forth in the Metaalunie Terms, the Client must also immediately report any damage to the driver who delivered the shipment and have this noted on the waybill or delivery document.

ARTICLE 5 – LANGUAGE

5.1 The Terms and Conditions are available in four languages: Dutch, English, German, and French. In the event of any inconsistencies, the Dutch text shall prevail.

ARTICLE 6 – GOVERNING LAW AND JURISDICTION

6.1 Without prejudice to the provisions of the Metaalunie Terms, all legal relationships between Metacon and the Client shall be governed exclusively by Dutch law. The Vienna Convention on Contracts for the International Sale of Goods (CISG) is excluded.

6.2 All disputes shall be submitted exclusively to the competent court in the judicial district where Metacon is located.