KYOCERA Fastening Solutions

KYOCERA Fastening Solutions EMEA B.V.
Poseidonweg 12
8239 DK Lelystad, The Netherlands

General Terms and Conditions of Sale KYOCERA Fastening Solutions EMEA B.V. and its subsidiary companies (version June 2026) ("GTC")

1. General

1.1. In these GTC, the following capitalised definitions apply:
Agreement: the (written) agreement between the Seller and the Buyer for the sale of the Products. The Agreement could for example be concluded upon the signing of a written contract by the Parties or by express acceptance (in writing) by the Seller of an Order from the Buyer (by way of sending an order confirmation) or by express acceptance (in writing) by the Buyer from Seller's quotation;
Article: the relevant article in the GTC;
Business Day: any day except any Saturday, any Sunday or national holiday in the country in which Seller has its statutory place of business;
Buyer: means the company with whom the Seller concludes the Agreement;
Direct Damage: exclusively: (i) the reasonable costs that Buyer would have to incur to have the Products Seller has sold and delivered to Buyer conform to the Agreement; (ii) the reasonable costs incurred in order to determine the cause and the extent of the loss referred to under (i); and (iii) the reasonable costs incurred to prevent or limit the loss referred to under (i) in so far as these costs have actually resulted in prevention or limitation thereof;
Force Majeure: a situation of force majeure under the applicable law, which includes, but is not limited to, extreme weather conditions, earthquakes and the consequences thereof, fire, flood, war, danger of war, terrorism, loss or theft of working material, strikes, roadblocks, work interruptions, lockouts, accidents, breakdowns of plant or machinery, difficulties in obtaining workmen or materials, import or trade restrictions, trade disputes, other government measures that hinder the work of Seller, transport difficulties and (whether or not attributable) failures in the performance by suppliers and/or subcontractors of Seller;
Parties: Seller and Buyer, each individually or together;
Products: the products to be sold and delivered by or on behalf of Seller in accordance with the Agreement;
Order: an instruction from Buyer to Seller to sell and deliver the Products to Buyer;
Seller: KYOCERA Fastening Solutions EMEA B.V. or any of its subsidiary companies, also trading under the brand names CAMO, STINGER, EXPANDET, SENCO and TJEP.

1.2. Unless otherwise provided in the GTC or in the Agreement: words indicating the singular also include the plural and vice versa.

1.3. In case of any conflict between the provisions in the GTC and the Agreement the provisions in the Agreement prevail.

2. Applicability

2.1. The GTC form part of the Agreement, written contracts, order confirmations and of all offers and quotations made by the Seller to Buyer in respect of the sale and the delivery of the Products irrespective of whether reference therein is made to the GTC.

2.2. Any reference by the Buyer to and the application of any general (purchase) conditions or clauses of the Buyer, however described, are expressly rejected by the Seller, unless the Parties have agreed to the application thereof in writing.

2.3. No amendment and/or addition to the GTC shall be binding unless agreed in writing between the authorised representatives of the Parties. The amendment and/or addition only applies or apply to the agreement for which the amendment and/or addition is stipulated explicitly.

2.4. Should one or more of the provisions of these GTC be void or nullified, the remaining provisions will remain fully applicable. In such an event, the Parties will enter into consultation to agree to new provisions as a replacement of the void or nullified provisions, duly observing as much as possible the aim and the purport of the original provision.

3. Quotations

3.1. All quotations of the Seller are revocable and without obligation.

3.2. If the Seller has included a period of validity in its quotation, the Seller can alter or revoke the quotation during this period of validity in case a situation of force majeure prevents the Seller to carrying out its business in its usual way or otherwise circumstances appear as a result of which Seller cannot reasonably be hold to the quotation.

3.3. Devices, drawings, models, samples, descriptions, images and such, as well as possible appendices and records may be part of the quotations of the Seller. All this remains, as well as tools made in this respect by the Seller, the property of the Seller, must be returned on request to the Seller and cannot without the explicit written approval of the Seller be copied and/or are delivered to third parties.

3.4. When preparing a quotation, the Seller may assume that the information provided by the Buyer, such as calculations and drawings, is correct and that it may base its quotation on this information.

3.5. If the Buyer does not accept a quotation, the Seller will have the right to charge the Buyer all costs it has incurred in connection with the preparation of the quotation.

4. Agreement

4.1 The agreed quantity, quality and description of any for the Products shall be those set out in the quotation, written contract, Seller's order confirmation, or the invoice.

4.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Products within a sufficient time to enable the Seller to perform the agreement in accordance with its terms.

4.3 Any additional agreements, alterations and/or promises made in respect thereof with the Seller after the conclusion of the Agreement will only be binding on the Seller if the Parties have agreed these in writing.

4.4 The Seller's employees or agents are not authorized to make any representations concerning the Products unless confirmed by the executive management of the Seller in writing. In entering into an Agreement, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

4.5 The Seller reserves the right to alter the construction design of the Product without prior notice (a) if this is required to conform with any applicable safety or other statutory or regulatory requirements or (b) for any other reason provided that such an alteration does not materially affect the agreed function of the Product.

4.6 If during the performance of the Agreement it appears that for a proper performance thereof it is necessary to, in whole or in part, alter or supplement the Agreement, the Parties will promptly enter into negotiations on that subject and seek to alter the Agreement accordingly in joint consultation. Should the Parties fail to reach an agreement, Seller is entitled to terminate the Agreement, in whole or in part, with immediate effect.

5. Price

5.1. The prices payable by the Buyer for the Products are set out in the written contract, the quotation, the order confirmation, price list or the (pro forma) invoice. Only costs for standard packaging and transport (insofar transport is executed by Seller) are included in the price of the Products, unless specified otherwise by Seller. Any other costs are not included in the price unless Parties agreed otherwise in writing. The price is exclusive of (non-exhaustive) any assembly costs, operational costs, import-export- and stamp duties, clearance costs, applicable Value Added Tax and/or any other legitimate levies, which will be charged additionally to Buyer if and when applicable regardless of the Incoterm agreed upon.

5.2. A composite quotation will not oblige the Seller to perform part of the Agreement at a corresponding part of the price quoted.

5.3. The Seller will increase the price to reflect any increase in the cost to the Seller which is due to (a) any change in delivery dates, quantities or specifications for the Products which is requested by the Buyer or (b) any delay caused by any instructions of the Buyer or (c) failure of the Buyer to give the Seller adequate information or instructions.

5.4. If after
- express acceptance (in writing) by the Buyer from Seller's quotation; or;
- dispatch of the order confirmation; or;
- the conclusion of written contract or;
- sending the (pro forma) invoice

and before the Agreement has been fully complied with, the price of the cost determining factors included in the agreed price has increased by more than 10% then the Seller may pass this difference on to the Buyer. This will also apply if the increase is the result of unforeseen circumstances. This price increase will be paid by the Buyer with the first following (instalment) payment.

5.5. The Seller has the right to increase/adjust price lists with a prior notification of 30 (thirty) calendar days.

6. Terms of payment

6.1 Unless the Parties have agreed otherwise in writing, payment will be made by bank transfer to an account designated by the Seller as indicated on the (pro forma) invoice.

6.2 The Seller shall be entitled to invoice the Buyer for the price of the Products on or at any time after the delivery of the Products or, if the Buyer wrongfully fails to take delivery of the Products, or after the Seller has tendered delivery of the Products. In case the Parties agreed on collection of the Products by the Buyer, the Seller will be entitled to send an invoice after Seller has notified Buyer that the Products are ready for collection.

6.3 The Seller is allowed to invoice and require payment by the Buyer in advance (before the delivery of the Products). In that case, the Seller will send an pro forma invoice and delivery will only take place after payment of the pro forma invoice.

6.4 Unless the Parties have agreed otherwise in writing, payment of the total price will be received within 30 (thirty) calendar days after the invoice date. Receipts for payment will be issued only upon request. Advance payment has to be made as soon as possible (within the pro forma invoice date) and Delivery will only take place after payment of the pro forma invoice.

6.5 Objections to the amount of an invoice sent by the Seller and/or the (manner of) performance of the Agreement by or on behalf of the Seller do not entitle the Buyer to suspend its payment obligation.

6.6 The Buyer will not be entitled to set off any payment under the Agreement with an (alleged) claim against the Seller.

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6.7 In case of late payment, the Seller will with immediate effect, without notice of default and without prejudice to any other right or remedy available to the Seller, be entitled to:
a. terminate the Agreement or suspend any further deliveries to the Buyer;
b. charge contractual interest of 6 % above the Euribor rate per year on the outstanding amount from the due date of the instalment up to and including the date of payment. If the statutory (commercial) interest rate exceeds the aforementioned rate, this higher rate will apply. For the purpose of calculating the interest, part of a month is considered to be a whole month.

6.8 Without prejudice to any other right or remedy available to the Seller, the entire claim of the Seller under the Agreement will be immediately and fully due and payable when:
a. the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or being a company goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
b. an encumbrancer takes repossession of any of the property or assets of the Buyer, or a receiver is appointed;
c. the Buyer ceases, or threatens to cease, to carry on business;
d. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly.

6.9 All extrajudicial costs that the Seller reasonably incurs to obtain payment of its claim against the Buyer will be borne by the Buyer.

7. Delivery

7.1. Delivery of the Products takes place during Business Days Delivered at Place (DAP, named place of destination: Buyer's address as included in the Agreement, Incoterms 2020), unless Parties have agreed that the Products will be collected by the Buyer at the Seller's premises Ex Works (EXW, Incoterms 2020) or have otherwise agreed in the Agreement. The Buyer is responsible to inform Seller correctly regarding the place of delivery. In case an incorrect place of delivery is mentioned by Seller to Buyer in the Agreement, on the order confirmation (or on any other written documentation) Buyer must immediately inform Seller regarding the correct place of delivery. If the Buyer does not inform Seller correctly or in time any additional costs connected to (incorrect) delivery shall be borne by Buyer.

7.2. Any dates quoted for delivery of the Products are estimates only and Seller shall not be liable for any delay in delivery of the Products howsoever caused. If the Seller is unable to deliver the Products at the estimated delivery date, the Buyer must send a written notice of default to the Seller giving the Seller a reasonable period for performance of at least 14 (fourteen) calendar days. The Products may be delivered by the Seller in advance of the estimated delivery date upon giving reasonable notice to the Buyer.

7.3. In case the Products are to be delivered in instalments and a defect occurs in a partial delivery in respect of which the Buyer can prove that the requirements for dissolution have been met, the Buyer shall only be entitled to dissolve the part of the Agreement that relates to the partial delivery in question. The Buyer shall not be entitled to dissolve the Agreement as a whole.

7.4. If the Buyer fails to take delivery of the Products, not pick up the products or fails to give Seller adequate delivery instructions, Seller will with immediate effect, without notice of default and without prejudice to any other right or remedy available to Seller, be entitled to:
a. store the Products for account and risk of the Buyer until actual delivery. Other costs, resulting from not taking delivery or failing to provide delivery instructions, including but not limited to insurance costs, will also be for the account of the Buyer; or
b. sell the Products to a third party and – after deducting all storage and selling expenses – pay out to the Buyer the excess above the agreed price or charge the Buyer the shortfall below the agreed price.

8. Risk and retention of title

8.1. Risk of damage to or loss of the Products shall pass to the Buyer:
a. in the case of Products to be collected at the Seller's premises/EX Works: at the time when the Seller notifies the Buyer that the Products are available for collection; or
b. in the case of Products to be delivered otherwise than at the Seller's premises: at the time of delivery DAP Incoterms 2020 or, if the Buyer wrongfully fails to take delivery of the Products, at the time when the Seller has tendered delivery of the Products.

8.2. Seller reserves the ownership of a delivered Product. This concerns a retention of title whereby the ownership of the Product only passes to the Buyer if everything the Buyer owes the Seller under any agreement, including interest and costs, has been fully paid to the Seller.

8.3. As long as the retention of title of the Seller rests on a Product, the Buyer shall keep the Product separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Products only in the ordinary course of its business but shall account to the Seller for the proceeds of sale, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

8.4. If the Seller invokes its retention of title, it may repossess the Products in question from the Buyer. The Buyer will fully cooperate with the repossession, including any disassembly required in this respect. In the context of the aforementioned repossession, the Buyer hereby gives as its unconditional and irrevocable permission to the Seller or third parties to be designated by the Seller, to enter all the locations where its properties are located.

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8.5. As long as the retention of title of the Seller rests on a Product, the Buyer is not authorized to encumber this item.
8.6. In the event that third parties attach the Product delivered under retention of title or wish to create or exercise rights thereto, the Buyer must inform Seller thereof as soon as possible.
8.7. If and as soon as the Seller no longer can invoke its retention of title due to confusion or accession of the delivered Product, the Buyer must pledge the newly created goods to the Seller and must pledge to the Seller (in advance) the claims the Buyer has acquired or will acquire from the resale of the newly created goods.

9. Warranties

9.1 Unless the Parties have agreed otherwise in writing, the Seller warrants that the Products will be free from defects in construction, material and workmanship for a period of 12 months from (a) delivery or, (b) if the Buyer wrongfully fails to take delivery of the Products, the time the Seller has tendered delivery of the Products or, (c) if the Parties have agreed on collection by the Buyer, the time when the Seller notifies the Buyer that the Products are available for collection, unless the manufacturer of the Products has issued a more limited warranty. In the latter case, the manufacturer's warranty will prevail.
9.2 The warranty only covers defects in Products or their parts that are not observable at the time of delivery thereof.
9.3 The Buyer may make a claim under the warranty only if it proves that the defects have originated exclusively or predominantly from the Seller and have not occurred in, and are not wholly or partly the result of:
a. any drawing, design, instruction or other specification supplied by the Buyer;
b. the failure to store the Products in accordance with the Seller's instructions or storing the Products in commonly considered unsatisfactory or humid conditions;
c. normal wear and tear -of parts- of the product;
d. improper use which includes, but is not limited to, non-compliance with the Seller's (oral or written) instructions;
e. operation at other than recommended speeds or voltage (electric units only);
f. or has evolved from the fact that there has not been used clean, dry regulated compressed air and/or the air pressure applied has exceeded the maximum indicated on the tool casting (pneumatic tools);
g. alteration or repair of the Products without the Seller's approval;
h. wilful damage or negligence on the side of the Buyer;
i. abnormal working conditions on the side of the Buyer;
j. incorrectly performed maintenance or installation, or non-maintenance.
9.4 Upon delivery of a defective Product, the Seller will have the choice to:
a.repair the Product; or
b.replace the Product.
9.5 All costs exceeding the sole obligations as referred to in 'a' and 'b' of the previous paragraph, including but not limited to transport costs, special packaging requirements, costs of disassembly and assembly/installation, will be borne by the Buyer.
9.6 If the Seller establishes that a complaint is unfounded, all costs incurred thereby, including (non-exhaustive) handling, inspection, shipping and administrative costs on the side of Seller, will be compensated by the Buyer.
9.7 The repair or replacement of Products or their parts under warranty, does in no case lead to prolongation of the warranty period. For every replacement product or part, the remaining warranty period of the replaced product or part is applicable.
9.8 If the Seller performs work to meet its warranty obligations under this Article, the Buyer must fully cooperate with the Seller. Seller is not obliged to do any repairs or replacements on any Products or their parts on site.
9.9 If the Seller replaces parts and/or products to meet its warranty obligations, the Buyer will transfer the ownership of the old, replaced parts and/or products to the Seller, without being obligated any compensation in this matter.
9.10 The Buyer will only be entitled to make a claim under any warranty after having fulfilled all its obligations to the Seller properly according to the Seller.
9.11 If the Buyer without prior written permission from the Seller proceeds to modification, (dis)assembly, reparation or other activities in that regard in connection with the Product, any claim under the warranty will lapse.
9.12 A warranty claim that is received after the warranty period ended, will not be taken into account.

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10. Limitation of liability

10.1. The Seller's liability due to an attributable failure to perform the Agreement, a wrongful act or on any other basis (expressly including any warranty obligation of the Seller) is limited to the warranty commitments of the Seller as mentioned in Article 9.

10.2. In the event that a further-reaching liability is assumed than agreed upon in Article 10.1, the Seller's liability is limited to the amount or the amounts that will be paid out, where relevant, by the Seller's insurance company. If for any reason whatsoever, no payment has been made within the meaning of the first sentence of this paragraph, the Seller's total liability is limited to the amount the Buyer paid Seller in the 12 months preceding the fact giving rise to damage for the performance of the Agreement, or an amount of 10% of the price agreed between the Parties under the Agreement in accordance with Article 5 if this amount is less than the aforementioned paid amount by the Buyer.

10.3. The aforementioned limitations of liability are applied to the total of a series of events based on the same fact giving rise to damage.

10.4. The Seller's liability for damage other than Direct Damage is expressly excluded. The aforementioned limitations of liability are not applicable in case of intent or deliberate recklessness on the Seller's side.

10.5. The Buyer indemnifies the Seller against any claims from third parties for compensation for (alleged) damage incurred, caused by or otherwise related to the performance delivered by the Seller under the Agreement, unless in case of intent or deliberate recklessness on the Seller's side.

10.6. Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Products which is not so confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk.

10.7. If the assembly and/or the installation of the Product is not part of the Agreement or any other agreement between the Parties, but the Seller does provide help and assistance of any nature whatsoever during assembly and/or installation, this shall be at the risk of the Buyer.

11. Duration of the Agreement

11.1. In principle, a written contract has the duration as stipulated in the contract. If the written contract (or any long-term business relationship between the Parties) qualifies as a continuing performance contract and the duration has not been stipulated in the contract, the contract will be concluded between the Parties for an indefinite period of time provided that the Parties each have the right to terminate the contract at any time with due observance of a period of 2 (two) months.

11.2. The Agreement may not be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss, costs, damages, charges and expenses incurred by the Seller as a result of the cancellation.

11.3. All provisions in the quotation, written contract, order confirmation, (pro forma) invoice or the GTC which by their nature are intended to have effect between the Parties after expiry of the Agreement, remain in force between the Parties even after the duration of the Agreement has expired.

11.4. The Buyer is not authorized to suspend its obligations, if the Buyer is of the opinion that the Seller fails to fulfil its obligations, or insufficiently fulfils its obligations, arising from the Agreement.

11.5. In the event that the Seller is unable to perform the Agreement, in whole or in part, due to Force Majeure, the Seller is entitled, without any judicial intervention and without being liable to pay compensation:
a. to suspend the performance of the Agreement for the duration of the Force Majeure; or
b. to terminate the Agreement, in whole or in part, with immediate effect.

11.6. The Parties have the right to terminate the Agreement, in whole or in part, with immediate effect:
a. if the other Party applies for a (provisional) moratorium, if for the other Party a (provisional) moratorium is applied for or if a (provisional) moratorium is granted to the other Party;
b. if the other Party files a petition for liquidation, the liquidation of the other Party is petitioned for, or if the other Party is declared to be in liquidation;
c. in the event of a failure of the other Party to perform an essential obligation which – if default has not already occurred by operation of law – has not been remedied by the other Party within a reasonable period of at least 14 (fourteen) Business Days after a written notice of default. The payment obligation of the Buyer is in any case always considered to be an essential obligation.

11.7. In case the Agreement is dissolved or terminated no obligation arises to return delivered performances. The Buyer remains obliged to pay for all Products delivered by the Seller, without prejudice to the other rights of the Seller such as, but not limited to, the right to claim compensation for damages.

12. Intellectual property

12.1. The offer submitted by the Seller, the drawings, designs, calculations, software, descriptions, models, tools and the like, made or provided by the Seller will remain the property of the Seller, even if for these costs were charged to the Buyer.

12.2. The intellectual property rights to the manufacturing and construction methods of the Seller, its Products and other intellectual property rights that rest on documents, information and other material Seller provided to the Buyer, will remain the property of the Seller, even if for these costs were charged to the Buyer.

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13. Applicable law and disputes

13.1. The GTC and the Agreement shall be governed by the laws of the country of Seller. The applicability of the Vienna Sales Convention is expressly excluded.

13.2. Any dispute arising from or related to the GTC, or the Agreement shall solely be referred to a competent court of the statutory place of business of Seller.

14. Miscellaneous

14.1. Any notice from one Party to the other Party must be in writing (including e-mail).

14.2. The Buyer can no longer invoke a defect in a Product if it has not informed the Seller in writing of the defect within 30 (thirty) calendar days after discovering the defect or after it reasonably should have discovered the defect.

14.3. Every claim the Buyer may bring against the Seller will lapse by the mere lapse of a period of three years after the Buyer protested against the defect in question, unless in this case beforehand a legal action has been instituted against the Seller.

14.4. No waiver by the Seller of any breach of the Agreement by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.5. Any typographical, clerical or other error or omission in websites, any written contract, order confirmation, quotation, price list, (pro forma) invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

14.6. The Parties must maintain confidentiality of all information they receive from each other in the context of the performance of the Agreement and the confidential nature of which they are aware of or reasonably should be aware of, on the understanding that a violation of this provision as a result of an obligation arising from a legal provision or a court decision does not give rise to a claim for damages or dissolution for the benefit of the other Party.

14.7. Unless the Parties agreed otherwise in writing, the Buyer is not permitted to transfer or outsource its rights or obligations under the Agreement, in whole or in part, to a third party without the Seller's prior written permission. In case the Parties did agree otherwise in writing, the Buyer is obliged to declare the GTC to apply to the relationship with that third party and, if necessary, invoke the GTC in respect of that third party.