

1. Applicability

These conditions are applicable to all agreements concluded by Eijkelkamp SonicSampDrill BV (hereunder "Eijkelkamp SonicSampDrill"), to all services to be provided and to all offers made by Eijkelkamp SonicSampDrill, all such with the exclusion of the terms and conditions of purchasers or other parties as indicated and/or stated as having been lodged on their letterheads, order and delivery forms, invoices, etc. Purchasers accept these conditions by the simple act of submitting an order. Variation of these conditions is only possible on a transaction by transaction basis if expressly agreed in writing. Under the term "purchaser" in these conditions shall also be understood "customer".

2. Offers and confirmations

2.1 All offers are without obligation for Eijkelkamp SonicSampDrill unless specifically stated to the contrary in writing. Eijkelkamp SonicSampDrill is not liable for errors or deviations from samples, drawings, indicated measurements, weights, models, colours and/or other data provided by Eijkelkamp SonicSampDrill to the purchaser.

2.2 When placing orders the purchaser must provide all relevant information with regard to invoice instructions, delivery address, import licences (where applicable) transport markings as well as instructions for the route to be followed and the preferred transportation method.

2.3 The equipment used by Eijkelkamp SonicSampDrill is designed for use in a moderate climate. Accuracy is guaranteed for temperatures in the range 0°C to 35°C, unless otherwise specified in the product specification.

2.4 Orders shall only become binding upon Eijkelkamp SonicSampDrill after they have been accepted or confirmed in writing by Eijkelkamp SonicSampDrill. If no previous written acceptance or confirmation of an order has been made, the agreement comes into force as a result of Eijkelkamp SonicSampDrill complying fully or partially with a request for delivery by the purchaser, or on the basis Eijkelkamp SonicSampDrill having sent the purchaser an invoice.

2.5 Obvious errors and misprints in offers, order confirmations and invoices can be rectified by Eijkelkamp SonicSampDrill at any time.

3. Changes and cancellations

Changes to and cancellations of any agreement are not possible unless agreed with and confirmed in writing by Eijkelkamp SonicSampDrill. If the purchaser wishes to change or cancel an agreement or if an agreement is changed or cancelled at the request of Eijkelkamp SonicSampDrill due to reasons attributable to the purchaser, the purchaser is responsible for reimbursing Eijkelkamp SonicSampDrill for all damages, including loss of profits, and all costs arising from such changes or cancellations, subject to a minimum charge of 10% of the invoice value.

4. Prices

4.1 The prices specified by Eijkelkamp SonicSampDrill are "ex factory" (Incoterms 2010) and exclusive of VAT, packaging, freight, postal charges, insurance costs and other costs, port fees, export and import duties and all other fees and taxes.

4.2 The prices specified by Eijkelkamp SonicSampDrill are free of obligation and are dependent on price changes made by suppliers, exchange rates, price swings and other price determinative factors. Eijkelkamp SonicSampDrill is entitled to pass on to the purchaser any price increases that become effective before the order is confirmed.

5. Delivery and delivery time

5.1 Delivery of the agreed goods takes place "ex factory" (Incoterms 2010) without packaging, unless expressly agreed in writing to the contrary and/or expressly stated to the contrary in the price lists. The costs of packaging are charged to the purchaser separately. Eijkelkamp SonicSampDrill retains the right to make a charge for administration costs for the supply of items below an invoice value to be determined by Eijkelkamp SonicSampDrill.

5.2 The delivery times indicated are only approximate. Any exceeding of such delivery times shall not give the purchaser the right to cancel the order or to refuse delivery or payment for the goods, nor shall it oblige Eijkelkamp SonicSampDrill to pay any reimbursement to the purchaser.

5.3 Where goods have not been accepted by the purchaser after the expiry of the delivery period, the goods shall be held at the disposal of the purchaser and shall be stored at the purchaser's own expense and risk. In that case, in addition to the (storage) costs incurred, Eijkelkamp SonicSampDrill will charge a monthly rate of interest of 1% of the invoice value up to the moment of final payment.

5.4 The Incoterms 2010 are applicable to all Eijkelkamp SonicSampDrill deliveries.

6. Transportation, risk and insurance

If transport of the goods has been agreed upon, such transport shall be at the expense and risk of the purchaser. If delivery cannot be made due to reasons beyond the control of Eijkelkamp SonicSampDrill, Eijkelkamp SonicSampDrill shall have the right to store the goods ready for delivery or to arrange for these goods to be stored at the expense and risk of the purchaser and to require payment for the goods as if they had been delivered.

7. Claims

7.1 Claims in regard to deliveries have no effect on other agreements or the contractual relations between the parties. Claims must be made by the purchaser in writing to Eijkelkamp SonicSampDrill directly and must be in the possession of Eijkelkamp SonicSampDrill within fourteen days from the receipt of the goods or, when the purchaser was only able to discover the defects at a later time, within fourteen days of the discovery of such defects (but no later than twelve months following delivery). Claims must be made by means of a precise written statement of the nature and the ground of the complaint, must be accompanied by the packing slip and must quote the invoice number. Claims not made within the aforementioned period of fourteen days at the latest will not be entertained. External transport damage must be reported on the freight note and the purchaser must demonstrate this damage by means of photographs.

7.2 The processing or use of the delivered goods by the purchaser or the placing of such goods by the purchaser under the authority of any third party shall nullify the right of claim. Minor deviations in quality or quantity and deviations that are regarded as tolerable within the sector shall confer no right of claim. If a claim is substantiated, Eijkelkamp SonicSampDrill has the right, in exchange for the return of the faulty goods, to credit the purchaser in full, to repair the faulty goods, or to proceed to re-delivery or reprocessing of the goods in question.

7.3 The purchaser does not have the right to return goods delivered to him under any circumstances, unless Eijkelkamp SonicSampDrill has given its prior approval in writing. If the purchaser should nonetheless return goods in conflict with this stipulation, insofar as such goods are not refused by Eijkelkamp SonicSampDrill, the goods shall be held at the disposal of the purchaser at the purchaser's expense and risk, without acknowledgement of the appropriateness of any later claim against the guarantee being capable of being construed from such course of action.

8. Guarantee and liability

8.1 Eijkelkamp SonicSampDrill provides a guarantee in respect of new goods supplied by Eijkelkamp SonicSampDrill for a period of 12 months following delivery unless expressly agreed to the contrary in writing. All items or components of such items in which defects might arise during this period as a result of faulty construction defects or faulty material defects will be repaired or alternatively replaced by Eijkelkamp SonicSampDrill (at the discretion of Eijkelkamp SonicSampDrill) free of charge, subject to the condition that such defects are brought to the attention of Eijkelkamp SonicSampDrill in writing immediately following discovery of the same, and in all cases within the periods referred to in article 7. Damage caused as a result of inappropriate use of the products and failure to (correctly) comply with the instructions for use is not covered.

8.2 Products shall only be sent back to Eijkelkamp SonicSampDrill for repair or replacement - at the purchaser's own expense - after Eijkelkamp SonicSampDrill has given its prior approval in writing. If a repair or replacement has to be done on site or at the purchaser's premises, any travel hours, travel costs and accommodation expenses or returning / transport costs are for the account of the purchaser.

8.3 If the guarantee relates to a product manufactured by a third party, the guarantee is limited to the guarantee provided by the manufacturer concerned and will be handled directly by that manufacturer.

8.4 If the purchaser carries out repairs or alterations during the guarantee period or has such work being carried out on his behalf without the permission of Eijkelkamp SonicSampDrill, or fails to comply with his payment obligations, all guarantee obligations shall immediately lapse. The purchaser is not entitled to refuse payment on the ground that Eijkelkamp SonicSampDrill has not, not fully or not timely complied with its guarantee obligations.

8.5 Without prejudice to the foregoing, unless there is an instance of deliberate act or omission or deliberate recklessness,

Eijkelkamp SonicSampDrill shall under no circumstances be liable for any direct or indirect damages, such as damages resulting from any stoppage of business operations, delay, disruption or any other form of operational damages under whatever heading or of whatever description, caused to or by products delivered by Eijkelkamp SonicSampDrill, or for damage or injury caused to property and persons. All liability on the part of Eijkelkamp SonicSampDrill under any heading whatsoever shall in all cases be limited to the maximum amount of the cover provided by Eijkelkamp SonicSampDrill's liability insurance. If the liability insurance provides no cover or insufficient cover, the liability of Eijkelkamp SonicSampDrill shall in all cases be limited to a maximum of the amount of the purchase price of the delivered goods already paid by the purchaser at the time of his claim. The purchaser indemnifies Eijkelkamp SonicSampDrill against all liability towards third parties as a result of any defect in the delivered goods.

9. Additional guarantee conditions for Sonic drill rigs with Sonic head and tooling.

9.1 Sonic drill rigs with Sonic head.

The Sonic drill rigs with Sonic head carry a warranty and guarantee for a period of 12 months or 750 engine hours in service (whichever occurs first) which will only apply if the following conditions are met:

The individual driller(s) is/are trained by Eijkelkamp SonicSampDrill and a written certification has been provided indicating successful completion of the training.

(2) The Sonic drill rig with Sonic head has been maintained according to the manuals.

(3) A record of all these maintenance and repair actions has constantly been kept up to date in the logbook(s) provided.

(4) In case of a warranty claim, the logbook(s) needs to be sent in together with the parts claimed. The purchaser shall further provide all information requested by Eijkelkamp SonicSampDrill in order to allow Eijkelkamp SonicSampDrill to verify the reasonableness of the claim (5) Maintenance and repair of the drill head interior was executed by the manufacturer only (Eijkelkamp SonicSampDrill or A-level certified distributor) and that this maintenance was effected in time, according to the maintenance scheme provided. Eijkelkamp SonicSampDrill offers maintenance contracts for this purpose.

(6) Oils and filters have been changed according to the maintenance schedule.

(7) Hour counter(s) were and are operational. It is not allowed to demount an hour counter or to break these.

(8) Parts that directly influence the functioning of the Sonic drill rig and head such as hydraulic pumps, hydraulic oils and oil filters, oil coolers and such have been maintained according to the maintenance schemes provided. Logbooks must be available to prove this.

(9) Foot clamp centre is placed in-line with the drill heads spindle.

(10) The tooling which is used is approved by Eijkelkamp SonicSampDrill.

(11) There is no other sign of mistreatment, abuse or neglect of equipment directly related to the Sonic drill rig and head.

(12) Manuals have been read and fully applied.

(13) This warranty does not apply to leaking hydraulic fittings, burst or leaking hydraulic hoses, replacing loose or missing bolts and hydraulic oil replacement. Repair and/or replacement of such items are considered as normal maintenance obligations of the purchaser.

9.2 Tooling

Due to the variability and uncertainty of field conditions, geologies, experience of the driller and intensity of use and applied maintenance and care the guarantee on tooling only applies for manufacturing and material errors.

If the customer has any doubt regarding the lifetime of a tool (parts), then the customer is required to send in the broken or worn part back, completed with a report how and how much it has been used under which circumstances to Eijkelkamp SonicSampDrill at the purchaser's expense. Eijkelkamp SonicSampDrill will then examine the part to determine the cause of damage or breakage. Eijkelkamp SonicSampDrill has final word of determination of the cause.

10. Retention of title

10.1 Without prejudice to the stipulations of these conditions, all goods delivered by Eijkelkamp SonicSampDrill at any time remain the property of Eijkelkamp SonicSampDrill until the moment of payment of all claims against the purchaser that fall within the framework of article 3:92 BW (Dutch Civil Code), that arise from any cause whatever and without regard to the exigibility of such claims, including interest charges and costs.

10.2 The purchaser is not authorised to pledge or transfer the ownership of the goods to third parties until full payment for the goods has been made. In the case of any infringement of this condition, Eijkelkamp SonicSampDrill has the right to repossess all goods delivered by Eijkelkamp SonicSampDrill or to have such goods repossessed on its behalf from the location in which such goods are to be found, without any authorisation from the purchaser or intervention by a court of law being necessary for this purpose. All other claims of Eijkelkamp SonicSampDrill against the purchaser shall then become immediately due and payable at that time.

10.3 In the event that a third party intends to serve a garnishment order against the goods delivered subject to retention of title or intends to establish or execute rights with respect to such goods, the purchaser has the obligation to notify Eijkelkamp SonicSampDrill as quickly as possible. The purchaser has the obligation to insure the goods delivered subject to retention of title, to keep these goods insured against theft, fire, explosion and water damage and to submit this insurance policy and the insurance payment receipts to Eijkelkamp SonicSampDrill for inspection at the first request of Eijkelkamp SonicSampDrill.

10.4 The purchaser is not entitled to pledge the goods delivered subject to retention of title nor to extend any other right pertaining to such goods to any third party.

11. Payment

11.1 Unless agreed to the contrary in writing, all invoices must be paid within 30 days of the date of the invoice without appeal to any discount, deduction or setoff. Should the purchaser fail to make payment within the agreed payment period, he shall be in default by virtue of the simple expiry of that payment period and without necessity for any further placement in default or warning, whereupon the purchaser shall then become liable for payment of delay interest at the applicable legally permitted trade rate of interest as provided for in article 6:119a BW (Dutch Civil Code) increased by 2%, with interest chargeable over part of a month being calculated as for a full month.

11.2 Eijkelkamp SonicSampDrill is also entitled, in addition to the principal claim and the interest, to claim the full extrajudicial and court costs incurred as a result of non payment or non timely payment. The full extrajudicial costs shall in any case be due and payable by the purchaser where Eijkelkamp SonicSampDrill has secured the services of a third party for the collection of the amounts due.

11.3 If a serious doubt exists on the part of Eijkelkamp SonicSampDrill with regard to purchaser's solvency, Eijkelkamp SonicSampDrill shall then have the right to suspend compliance with its obligations - where a start has already been made with the implementation of these obligations - until the purchaser has provided security for compliance with all his obligations arising under the agreement concerned or other agreements, whether (partly) completed or otherwise, to the satisfaction of Eijkelkamp SonicSampDrill.

12. Default of the purchaser/dissolution of the agreement

In the event that the purchaser fails to comply with any obligation under any agreement with Eijkelkamp SonicSampDrill whatever, if he becomes subject to or is threatened with becoming subject to suspension of payments, is declared to be in a state of bankruptcy, if his bankruptcy is applied for, if he decides to liquidate his business or if Eijkelkamp SonicSampDrill receives information that a high degree of probability exists that the purchaser will be unable to comply with his payment obligations, Eijkelkamp SonicSampDrill shall be entitled to suspend all agreements in existence at that time without necessity for intervention by a court of law, or to dissolve or declare all such agreements to be fully or partly dissolved by means of a registered letter to this effect addressed to the purchaser, to regard all non exigible claims as immediately exigible and to repossess all goods delivered but not yet paid for, without prejudice to the further right of Eijkelkamp SonicSampDrill to claim compensation for damages, lost profits and interest.

13. Force majeure

If Eijkelkamp SonicSampDrill is unable to deliver goods on time due to force majeure, it has the right to suspend delivery or to cancel delivery altogether, depending on the circumstances. Notwithstanding the provision of article 6:75 BW (Dutch Civil Code) force majeure shall apply to all circumstances outside of the control or the field of action of Eijkelkamp SonicSampDrill that are of a nature such that compliance with the agreement cannot reasonably be expected of Eijkelkamp SonicSampDrill, the details of these arrangements being subject to the proviso that Eijkelkamp SonicSampDrill is prepared in such cases to consult with the purchaser regarding measures that might be taken with the intention of preventing damages for both Eijkelkamp SonicSampDrill and the purchaser or at least with a view to limiting such damages as far as possible. The purchaser is not entitled to any reimbursement for damages in the event that an instance of force majeure occurs.

14. General

If any provision of these conditions cannot be invoked, the other provisions will remain in force.

15. Non-transferability

All rights and obligations deriving from any agreement and/or these conditions for the purchaser are personal and cannot be transferred to any third party without the prior written consent of Eijkelkamp SonicSampDrill.

16. Disputes

All disputes that might arise from or in connection with agreements concluded under these conditions and further agreements that arise from such agreements shall be submitted exclusively to the competent court at Arnhem, such to include proceedings for obtaining preliminary injunctions. Eijkelkamp SonicSampDrill is nevertheless entitled in all cases to apply to the competent court in the purchaser's place of residence or to a competent court elsewhere.

17. Applicable legal jurisdiction

All agreements concluded subject to these conditions and all further agreements that arise from such agreements are governed by Dutch law and specifically exclude applicability of the UN Convention on contracts for the international sale of goods (Vienna 1980).

18. Privacy and processing of Personal Data

Eijkelkamp SonicSampDrill processes personal data in accordance with its policy as described in its privacy statement.

19. Translation

The above document is an English translation of the original Dutch version of the Eijkelkamp SonicSampDrill General Conditions of Sale ("Algemene Verkoopvoorwaarden"), that can be found on our website. In case of a dispute with regard to the meaning of any clause of these general conditions of sale, the Dutch text will prevail.