

General terms and conditions of sale and delivery

Nophadrain BV | V.03.2025



General sales conditions

1. General

1.1 The following terms and conditions apply exclusively to our sales. Other conditions of the buyer in reference to its terms and conditions of sale and/or purchasing conditions are hereby excluded.

2. Offers

2.1 Our quotations are without obligation and are not binding. Orders/requisitions are valid only if we have confirmed them in writing. The same applies to additions, amendments, and ancillary agreements. Oral agreements are not valid in any case.

3. Warranty – product liability – complaints

3.1. The seller warrants that the products are free from defects at the time of delivery and comply with the specifications as published in its documents (subject to misprints).

3.2. If a product is defective or does not comply with the specifications, the seller shall replace the product at its own expense. Liability is limited to the replacement of the product, while the warranty is limited to the delivery of goods free from defects. The seller is not liable for any consequential damage.

3.3. The buyer must inform the seller in writing, by registered letter, within eight days of becoming aware of the defect. If this is not done, the right to replacement of the goods ceases to exist.

3.4. The seller does not warrant that the goods are fit for the purpose that the buyer wishes to use them for, not even if this purpose was communicated to the seller, unless the parties have agreed otherwise in writing.

4. Prices

4.1. Prices exclude VAT, transport, and packaging costs, net from Kerkrade. Invoices must be paid within 14 days of the invoice date. The buyer is not entitled to deduct any amount in respect of a counterclaim that it has instituted.

4.2. If the buyer does not punctually comply with its payment obligations and also fails to comply with a notice of default with a one-week deadline, the seller is entitled to either demand specific performance of the agreement or to consider the purchase agreement terminated without judicial intervention. If the seller demands specific performance, the buyer is liable, in addition to the purchase price, for the losses due to the delay of taking late delivery and lost interest. If the seller opts for termination, the buyer is liable for the damage and interest suffered by the seller, including loss of profits, transport costs, and all costs arising from the notice of default.

4.3. If the seller takes legal action because of the buyer's breach of contract, both the judicial and extrajudicial costs are payable by the buyer. These extrajudicial costs amount to 15 % of the invoice amount, subject to a minimum of EUR 1,500.00.

5. Deliveries and delivery period

5.1. Delivery dates are binding only if these have been expressly agreed and confirmed by the seller in writing. The term 'expected' is normally used when stipulating a delivery date in order to indicate the non-binding time factor. A fixed delivery date exists only when the term 'guaranteed' is added. If a 'guaranteed delivery date' is not met, the buyer is entitled to cancel the transaction, but may not lay claim to compensation unless there has been gross negligence. A time on a guaranteed delivery date is given only as an estimate and cannot be guaranteed. No rights can be derived from it.

5.2. Deliveries to building sites are made on condition there are usable roads. Unloading and the associated risks are at the client's expense. Waiting times in excess of 30 minutes may be charged separately. Unless expressly agreed otherwise, the buyer is responsible for unloading.

5.3. If partial deliveries apply, the buyer must confirm the call for the partial delivery in writing at least two working days before the required delivery date. Nophadrain always confirms the entire order first and then confirms calls for partial deliveries with a 'call confirmation'.

6. Force majeure

6.1. The delivery period referred to in Article 5 is to be extended by the period during which the seller is prevented from complying with its obligations by force majeure.

6.2. Force majeure on the side of the seller exists if the seller, after entering into the purchase agreement, is prevented from complying with its obligations under this agreement or from preparing for them as a result of war, a threat of war, civil war, riots, wilful damage, fire, water damage, floods, strikes, factory/office sit-ins, lock-outs, import and export barriers, government measures, machine defects, power cuts, all both in the business of the seller and at third parties, from which the seller must purchase all or part of the required raw and other materials, as well as during storage or transport by the seller itself or otherwise, as well as for all other reasons that arise through no fault of or beyond control of the seller.

6.3. If the delivery is delayed for more than two months due to force majeure, both the seller and the buyer are entitled to consider the agreement terminated. In that case, the seller is entitled only to reimbursement of the costs it has incurred.

7. Compliance and transport

7.1. Our delivery obligation is fulfilled as soon as the goods are handed to the carrier. From this moment, all risks are for the client.

7.2. Transport is at the client's risk in any case. Insurance is arranged only after the client gives a specific instruction for this purpose and is at the client's expense.

7.3. If delivery is not taken of the ordered goods, the supplier is entitled to demand fixed compensation of 40 % of the value of the goods insofar as they have not yet been delivered. Once delivered, goods are not taken back.

8. Taking delivery

8.1. The client must prove manifest defects, damage caused during transport, insured quantities, and incorrect deliveries. If the client does not do so, delivery of the goods is deemed to have been taken in accordance with the order. Rejected goods may not be incorporated or processed.

9. Retention of ownership

9.1. As long as the buyer has not paid the full purchase price and any additional costs, or provided security for that purpose, the seller retains ownership of the goods. In that case, ownership passes to the buyer as soon as the buyer has fulfilled all its obligations towards the seller.

9.2. If the seller has obvious misgivings about the buyer's ability to pay, it may postpone the delivery of the goods until the buyer has provided security for the payment. The buyer is liable for any damage suffered by the seller because of this delayed delivery.

10. Termination

10.1. Notwithstanding the provisions of Article 9, the purchase agreement is terminated, without judicial intervention, after a written statement when the buyer is declared bankrupt or put into liquidation, petitions for a provisional moratorium on the payment of debts, if the court grants a request of the seller for the application of statutory debt management scheme for natural persons, or if the buyer loses the power to dispose of its assets or part thereof because of attachment, a guardianship order or otherwise, unless the receiver/guardian or administrator acknowledges the obligations arising from this agreement as an estate debt.

10.2. Termination results in the parties' claims against each other becoming immediately due and payable. The buyer is liable for the damage suffered by the seller, including loss of profits and transport costs.

11. Applicable law

11.1. Dutch law applies exclusively to all rights, obligations, offers, orders, and agreements to which these Terms and Conditions apply, as well as to these Terms and Conditions.

11.2. All disputes between the parties are to be submitted exclusively to the competent court in the Netherlands.

12. Cancellation of a placed order

12.1. Nophadrain charges 50 % of the order amount if an order that has already been placed, but not yet delivered to the client, is cancelled.

Additional transport and delivery conditions

1. ND Drainage Systems and accessories

Standard deliveries are made by truck. Specific requirements such as loading ramps, unloading aids, entry restrictions, etc., as well as special delivery schedules such as fixed dates, time slots, etc. always have to be requested with the order in binding manner. They also have to be taken into account in the transport conditions and can only be confirmed by Nophadrain BV against additional costs. The delivery by the transport company usually takes place during the day; delivery dates that are precise to the hour cannot generally be promised. Transport from the place of loading is at the risk and expense of the buyer. Nophadrain BV or the transport company assigned by Nophadrain BV always try to meet the agreed delivery date. Furthermore, paragraph 5 of the general sales and delivery conditions of Nophadrain BV applies.

Drainage boards, protective geotextiles and filter geotextiles need to be protected from direct UV radiation and should be covered within 14 days. Please always observe the information in the applicable technical data sheets.

2. ND Substrates / bulk material

Only applicable for Germany and the Netherlands. For other countries please request for information.

1. Bulk material

All substrates supplied under the Nophadrain brand shall meet the local requirements according to the technical data sheets. For each delivery, it must be ensured that the detailed delivery address, the exact place of unloading and the contact person with mobile phone number are known. It also needs to be ensured that the unloading location has sufficient load-bearing capacity (usually 40 tons) and maneuverability (free arrival and departure, sufficient head height of at least 12m for tipping silo, etc.) for truck use. The customer is liable for any damage or towing measures due to inadequate precautions as described above.

General forms of delivery, waiting time included in the price and additional costs in case the standard waiting time is exceeded:

- | | |
|-----------------------|---|
| • per silo-truck: | 3.0 hours - 95,- EUR/started hour |
| • per Kipper (lose): | 0.5 hour - 95,- EUR/started hour |
| • per Big-Bags: | 0.5 hours - 95,- EUR/started hour |
| • per crane plus grab | according to offer and billing according to expenditure |

We trust you will understand that cancellations are generally possible, but only free of charge up to 36 hours before the agreed arrival time. If the waiting time exceeds, the costs actually incurred will be billed. The final settlement of the delivery takes place in accordance with paragraph 5 of the general sales and delivery conditions of Nophadrain BV.

1.1. Delivery by silo trucks

Please note the corresponding turning circle (usually 12-13m), axle loads (max. 11 tons) and support load (approx. 15 tons per support) when requesting a silo vehicle. Silo trucks are usually equipped with a 50-70m long hoses (please check exact length with the order if required). Hose lengths up to 120m are only possible on request and must be coordinated with the appropriate lead time. If there are special requirements for the hose diameter, these must also be checked and coordinated with the appropriate advance notice. Experience has shown that no additional unloading times are required for hose lengths of up to 100m and pumping heights of up to 20m - however, it should always be ensured that the hose is always laid out as short as possible, without tight bends and largely horizontally. Increased hose lengths lead to longer blow-out times due to the loss of pressure. To reduce dust formation or to blow out gravel, we recommend adding water when blowing out. For a smooth process during the unloading, 2-4 employees (at least 3 men for gravel or crushed stone) should be provided on site. The application of the material, including the assembly and dismantling of the associated construction site equipment, is the responsibility of the customer. The machine operator of the silo unit is carried out by the vehicle driver.

3. ND Vegetation

1. Vegetation blankets

Transportation companies usually carry out the delivery. The vegetation blankets are perishable goods. Defects in the delivery, e.g. due to excessively high temperatures or damage, must be reported immediately in the presence of the driver. Later notifications of defects cannot be accepted. Any loss of the filling substrate due to loading from the field onto the pallets is possible and not a defect. The goods are to be offloaded and placed immediately after unloading and without delay.

Vegetation blankets should not be stored on pallets. If installation is not possible within 12 hours, we recommend to lay out the vegetation blankets in a suitable storage location. The storage location should be dry, bright without direct sunlight and as cool as possible. The vegetation blankets should be watered after they have been laid out. In this condition, the vegetation blankets can be stored for another 48 hours. Vegetation blankets are sensitive to pressure and must be protected from unnecessary stress during installation. Always ensure that there is sufficient watering, especially during the growing phase. Please note our general installation instructions.

Also note that both low and high temperatures can influence the harvesting process and the transport of vegetation blankets. Therefore, it can happen that availabilities and delivery times have to be adapted to the weather conditions. Under certain conditions, we can recommend either to prepare the vegetation blankets for transport using vacuum cooling or to carry out the transport using refrigerated transport. The costs for this need to be requested prior to the order and will be charged separately. We therefore always recommend close coordination with our customer service.

2. Plug plants

Transportation companies usually carry out the delivery. Small quantities can be carried out by parcel shipping. Plug plants, such as sedum plants and perennials, are perishable goods. Defects in the delivery, e.g. due to excessively high temperatures or damage, must be reported immediately in the presence of the driver. Later notifications of defects cannot be accepted. It is delivered in a package or on pallets in appropriate trays. Packages are to be opened immediately upon receipt and the plug plants are to be removed from the package. If stored appropriately, plug plants can be stored for approx. 10 days without any loss of quality. The storage location should be dry, bright but without direct sunlight and as cool as possible (maximum 25 ° C). It is important to ensure that the plants are watered regularly, approx. every two days, and that the moisture content of the plug plant is checked accordingly. After installation in accordance with the installation instructions, ensure that there is sufficient watering, especially during the growth phase.

Please note that both low and high temperatures can affect the harvesting process and the transport of plug plants. Therefore, it can happen that availabilities and delivery times have to be adapted to the weather conditions. Under certain conditions, we can recommend either to prepare the plug plants for transport using vacuum cooling or to carry out the transport using refrigerated transport. The costs for this need to be requested prior to the order and will be charged separately. We therefore always recommend close coordination with our customer service.

3. Sedum cuttings

Transportation companies usually carry out the delivery. Small quantities can be carried out by parcel shipping. Sedum cuttings are perishable goods. Defects in the delivery, e.g. due to excessively high temperatures or damage, must be reported immediately in the presence of the driver. Later notifications of defects cannot be recognized. The delivery takes place in a package or on pallets in appropriate, breathable bags. Packages are to be opened immediately upon receipt and the sedum cuttings are to be removed from the package. If stored appropriately, sedum cuttings can be stored for approx. 5 days without any loss of quality. The storage location should be dry, bright but without direct sunlight and as cool as possible (maximum 18 ° C). The cuttings are to be spread out flat (approx. 1-2 cm high) and checked and turned once a day. Sedum cuttings can lose about 30% of their weight without damage. Immediately before the planned application, the sedum cuttings can be watered so that they absorb water again. After installation in accordance with the installation instructions, ensure that there is sufficient watering, especially during the growth phase.

Please note that both low and high temperatures can influence the harvesting process and the transport of sedum sprouts. Therefore, it can happen that availabilities and delivery times have to be adapted to the weather conditions. Under certain conditions, we can recommend either to prepare the sedum cuttings for transport using vacuum cooling or to carry out the transport using refrigerated transport. The costs for this need to be requested prior to the order and will be charged separately. We therefore always recommend close coordination with our customer service.

4. Sedum cassettes

Transportation companies usually carry out the delivery. The vegetation blankets are perishable goods. Defects in the delivery, e.g. due to excessively high temperatures or damage, must be reported immediately in the presence of the driver. Later notifications of defects cannot be accepted. The sedum cassettes are wrapped with foil on the pallet to secure the load. This foil has to be removed immediately after receiving the goods. If possible, sedum cassettes should be stored stacked long-term. If installation is not possible within 36 hours of receipt of the goods, Sedum cassettes should be laid out in a suitable storage location. The storage location should be dry, bright without direct sunlight and as cool as possible.

If possible, the sedum cassettes should be watered after laying out. Vegetation blankets are sensitive to pressure and must be protected from unnecessary stress during installation / storage. Please follow our installation instructions and maintenance instructions.


Also note that both low and high temperatures can influence the harvesting process and the transport of sedum cassettes. Therefore, it can happen that availabilities and delivery times have to be adapted to the weather conditions.

Nophadrain BV

Visiting address
Mercuriusstraat 10
6468 ER Kerkrade
The Netherlands

 +31(0)45 535 50 30

 info@nophadrain.com

 www.nophadrain.com

