

## Terms & warranty

Please direct your attention to the following

- Online orders are only possible for business customers within the EU. Are you an individual or is your company located outside the European Union (EU)? [Please contact us directly](#).
- All prices quoted do not include VAT.
- The data listed are prepared as accurately as possible, but are not binding. Changes are possible at any time, even without prior notice.
- Deliveries are Ex-Factory.
- Information regarding delivery time (verbal or written) is always without obligation, no rights can be derived from it.
- All our offers, all orders placed with us (Dumeta B.V. / Dumeta GmbH) and all contracts entered into with us are subject to the general delivery and payment conditions issued by the Metaalunie and indicated as the Metaalunie conditions or as the Smecoma conditions, filed with the Clerk of the District Court in Rotterdam.
- Delivery and payment terms can be found below.
- All information (technical data, product colors, etc.) is subject to errors and changes.

[Download our terms and conditions here](#)

[Download our warranty terms here](#)

### METAL UNION CONDITIONS

General conditions issued by Koninklijke Metaalunie (entrepreneurial organization for small and medium-sized enterprises in the metal industry) referred to as METAALUNIE CONDITIONS, filed at the Registry of the District Court of Rotterdam on January 1, 2019.

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#### Article 1: Applicability

1.1. These conditions apply to all offers made by a Metaalunie member, to all agreements concluded by him and to all agreements resulting therefrom, all insofar as the Metaalunie member is a provider or contractor.

1.2. The Metal Union member using these terms and conditions shall be referred to as the contractor. The other party shall be referred to as client.

1.3. In the event of a conflict between the contents of the agreement concluded between the client and the contractor and these terms and conditions, the provisions of the agreement shall take precedence.

1.4. These conditions may only be used by Metaalunie members.

## **Article 2: Offers**

**2.1. All offers are without obligation. The contractor has the right to revoke his offer up to two working days after the acceptance has reached him.**

**2.2. If the client provides information to the contractor, the contractor may assume its accuracy and completeness and will base its offer on it.**

**2.3. The prices stated in the offer are expressed in Euros, exclusive of sales tax and other government levies or taxes.**

**Prices further exclude travel, lodging, packaging, storage and transportation costs as well as costs for loading, unloading and cooperation with customs formalities.**

## **Article 3: Confidentiality**

**3.1. All information (such as offers, designs, images, drawings and know-how) of whatever nature and in whatever form provided by or on behalf of the Contractor to the Client shall be confidential and shall not be used by the Client for any purpose other than the performance of the Agreement.**

**3.2. The information mentioned in paragraph 1 of this article will not be disclosed or duplicated by the client.**

**3.3. If Client violates any of the obligations mentioned in paragraphs 1 and 2 of this article, he shall be liable for an immediately payable penalty of €25,000 for each violation. This penalty may be claimed in addition to damages under the law.**

**3.4. The Client must return or destroy the information referred to in paragraph 1 of this article upon first request, within a period set by the Contractor, at the Contractor's discretion. If this provision is violated, the client will owe the contractor an immediately payable penalty of €1,000 per day. This penalty may be claimed in addition to damages under the law.**

## **Article 4: Advice and information provided**

**4.1. The client cannot derive any rights from advice and information from the contractor that does not directly relate to the order.**

**4.2. If the client provides information to the contractor, the contractor may assume its accuracy and completeness in the performance of the agreement.**

**4.3. The Client shall indemnify the Contractor against any claims by third parties relating to the use of advice, drawings, calculations, designs, materials, trademarks, mon sters, models and the like provided by or on behalf of the Client. The Client shall compensate all damages to be suffered by the Contractor, including all costs incurred to defend against such claims.**

## **Article 5: Delivery time / execution period**

**5.1. A stated delivery time or execution period is indicative.**

**5.2. The delivery period or period of execution will not commence until all commercial and technical details have been agreed upon, all information, including final and approved drawings and the like are in the possession of the Contractor, the agreed (instalment) payment has been received and the other conditions for the execution of the order have been met.**

**5.3. If there is:**

**a. circumstances other than those known to the Supplier when he specified the delivery period or work period, the delivery period or work period will be extended by the time the Supplier, taking into**

account his schedule, needs to perform the engagement under these circumstances;

b. additional work, the delivery time or performance period will be extended by the time that the Contractor, taking into account its schedule, needs to supply (or arrange for the supply of) the materials and parts for this purpose and to perform the additional work;

c. suspension of obligations by the Contractor, the delivery time or performance period will be extended by the time he needs, taking into account his schedule, to perform the order after the reason for the suspension has lapsed.

Barring evidence to the contrary by the Client, the duration of the extension of the delivery time or execution period shall be presumed to be necessary and to be the result of a situation as referred to above under a through c.

5.4. The Client is required to pay all costs incurred by the Contractor or damages suffered by the Contractor as a result of a delay in the delivery time or execution period, as mentioned in paragraph 3 of this article.

5.5. Exceeding the delivery time or execution period shall in no case entitle client to damages or dissolution.

The Client shall indemnify the Contractor against any claims by third parties as a result of exceeding the delivery time or execution period.

#### **Article 6: Delivery and transfer of risk**

6.1. Delivery shall take place at the moment when the Contractor makes the object available to the Principal at its place of business and has informed the Principal that the object is at its disposal. Among other things, the Client shall bear the risk of the item for storage, loading, transportation and unloading from that time.

6.2. The Client and the Contractor may agree that the Contractor shall arrange for transportation. The risk of, inter alia, storage, loading, transport and unloading shall in that case also rest with the Client. Client may insure against these risks.

6.3. If there is a trade-in and the customer holds the good to be traded in pending delivery of the new good, the risk in the good to be traded in shall remain with the customer until he has placed it in the possession of the contractor. If the customer cannot deliver the item to be exchanged in the condition it was in when the agreement was concluded, the contractor may dissolve the agreement.

#### **Article 7: Price Change**

The Contractor may pass on to the Client any increase in cost-determining factors that occurred after the Agreement was concluded. The client shall be obliged to pay the price increase at the first request of the contractor.

#### **Article 8: Force Majeure**

8.1. A failure to fulfill its obligations cannot be attributed to the Contractor if such failure is the result of force majeure.

8.2. Force majeure shall include the circumstance that third parties engaged by the Contractors, such as suppliers, subcontractors and carriers, or other parties on which the Client is dependent, fail to comply or fail to comply on time with their liabilities, weather conditions, acts of nature, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, roadblocks,

strikes or work stoppages  
and import or trade restrictions.

8.3. The Contractor shall be entitled to suspend the performance of its obligations if it is temporarily prevented from fulfilling its obligations to the Client due to force majeure. Once the force majeure situation has lapsed, the Contractor shall fulfill its obligations as soon as its schedule permits.

8.4. If there is a situation of force majeure and performance is or becomes permanently impossible, or the temporary situation of force majeure has lasted for more than six months, the Contractor will be entitled to dissolve the contract in whole or in part with immediate effect. In such cases the client will be entitled to dissolve the agreement with immediate effect, but only for that part of the obligations that have not yet been fulfilled by contractor.

8.5. The parties shall not be entitled to compensation for damages suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this article.

#### **Article 9: Scope of work**

9.1. The Client must ensure that all permits, exemptions and other decisions necessary to perform the work are obtained in a timely manner. The Client shall be obliged to send a copy of the aforementioned documents to the Contractor at the Contractor's first request.

9.2. Unless otherwise agreed in writing, the work does not include:

- a. earthwork, piling, cutting, breaking, foundation, masonry, carpentry, plastering, painting, wallpapering, repair or other construction work;
- b. establishing connections of gas, water, electricity, internet or other infrastructural facilities;
- c. measures to prevent or limit damage to or theft or loss of items present at or near the workplace;
- d. disposal of materials, construction materials or waste;
- e. vertical and horizontal transportation;

#### **Article 10: Additional work**

10.1. Changes in the work shall in any case result in additional work if:

- a. there is a change in the design, specifications, or specifications;
- b. the information provided by the client does not correspond to reality;
- c. estimated quantities vary by more than 5%.

10.2. Additional work shall be calculated on the basis of the price-determining factors applicable at the time the additional work is performed. The Client shall be obliged to pay the price of the additional work at the Contractor's first request.

#### **Article 11: Performance of the work**

11.1. The Client shall ensure that the Contractor can perform its work undisturbed and at the agreed time, and that in the performance of its work it has access to the necessary facilities, such as:

- a. gas, water, electricity and internet;
- b. heating;
- c. lockable dry storage space;
- d. facilities required by the Occupational Health and Safety Act and regulations.

11.2. The Client shall bear the risk and be liable for damage to and theft or loss of property of the Contractor, Client and third parties, such as tools, materials intended for the Work or equipment used

in the Work, located at or near the place where the Work is performed or at any other agreed location.

11.3. Without prejudice to the provisions of paragraph 2 of this article, the client is obliged to take out adequate insurance against the risks mentioned in that paragraph. The Client must also arrange insurance for the working risk of the equipment to be used. The Client must also take out insurance for the work risk of the equipment to be used.

proof of payment of the premium. If there is any damage, the client is obliged to report this immediately to his insurer for further treatment and settlement.

#### **Article 12: Completion of the work**

12.1. The work shall be considered completed in the following cases:

- a. when client has approved the work;
- b. when the work has been put into use by the client.

If client takes a part of the work into use then that part is considered delivered;

c. if the contractor has notified the customer in writing that the work has been completed and the customer has not expressed his disapproval of the work in writing within 14 days of the date of the notice;

d. if the client does not approve the work on the basis of minor defects or missing parts that can be repaired or redelivered within 30 days and do not prevent the work from being put into use.

12.2. If the customer does not approve the work, he shall be obliged to notify the contractor in writing, giving reasons.

Client shall give Contractor the opportunity to still complete the work.

12.3. The Client shall indemnify the Contractor against third party claims for damage to undelivered parts of the Work caused by the use of parts of the Work already delivered.

#### **Article 13: Liability**

13.1. In the event of an attributable failure, the Contractor shall still be bound to fulfill its contractual obligations, subject to Article 14.

13.2. The Contractor's obligation to compensate damages on any basis whatsoever is limited to those damages for which the Contractor is insured under an insurance policy taken out by or on behalf of the Contractor. The extent of this obligation shall, however, never exceed the amount which in the case in question is insured under this insurance.  
is paid out.

13.3. If, for whatever reason, the Contractor is not entitled to invoke paragraph 2 of this article, the obligation to compensate damages shall be limited to a maximum of 15% of the total contract sum (excluding VAT).

If the agreement consists of parts or partial deliveries, this obligation shall be limited to a maximum of 15% (excluding VAT) of the order price for that part or partial delivery. In the case of continuing performance contracts, the obligation to pay damages shall be limited to a maximum of 15% (excluding VAT) of the contract price due over the last twelve months.  
months prior to the damaging event.

13.4. Not eligible for reimbursement:

- a. consequential damages. Consequential damage includes stagnation damage, loss of production, loss of profit, fines, transportation costs and travel and accommodation costs;

**b. supervision damage. By supervision damage is meant, among other things, damage caused by or during the execution of the work to objects on which work is being carried out or to objects in the vicinity of the place where work is being carried out;**

**c. damage caused by intent or deliberate recklessness of auxiliary persons or non-managerial subordinates of the contractor.**

**Client may insure against these damages if possible.**

**13.5. The Contractor shall not be obliged to compensate for damage to material supplied by or on behalf of the Client as a result of improper processing.**

**13.6. The Client shall indemnify the Contractor against all claims by third parties for product liability as a result of a defect in a product supplied by the Client to a third party of which the products or materials supplied by the Contractor form part. The Client shall be obliged to compensate all damage suffered by the Contractor in this connection, including the (full) costs of defense.**

#### **Article 14: Warranty and other claims**

**14.1. Unless otherwise agreed in writing, the Contractor guarantees the proper performance of the agreed performance for a period of six months after delivery or completion, as detailed in the following paragraphs.**

**14.2. If the parties have agreed on different warranty terms, the provisions of this article shall apply without prejudice, unless in conflict with those different warranty terms.**

**14.3. If the agreed performance has not been properly performed, the Contractor shall make a choice within a reasonable period of time as to whether it will still perform it properly or credit the Client for a proportionate part of the contract price.**

**14.4. If the Contractor chooses to still perform properly, it shall determine the manner and time of performance.**

**The customer must in all cases give the contractor the opportunity to do so. If the agreed performance consisted (in part) in the processing of material supplied by the Client, the Client must supply new material at his own expense and risk.**

**14.5. Parts or materials to be repaired or replaced by the contractor shall be sent to him by the client.**

**14.6. For the client's account are:**

**a. all transportation or shipping costs;**

**b. cost of disassembly and assembly;**

**c. travel and subsistence expenses and travel time.**

**14.7. The Contractor shall not be obliged to perform the guarantee until the Client has fulfilled all his obligations.**

**14.8.**

**a. Warranty is excluded for defects resulting from:**

**- normal wear and tear;**

**- improper use;**

**- maintenance not performed or performed improperly;**

**- installation, assembly, modification or repair by client or by third parties;**

**- defects in or unsuitability of items originating from, or prescribed by, Client;**

**- defects in or unsuitability of materials or tools used by the client.**

**b. No warranty is given on:**

**- delivered items that were not new at the time of delivery;**

- inspecting and repairing items belonging to the client;
- parts under factory warranty.

14.9. The provisions of paragraphs 3 to 8 of this article shall apply mutatis mutandis to any claims by the Client based on breach of contract, non-conformity or any other basis whatsoever.

#### Article 15: Duty to complain

15.1. The Client may no longer invoke a defect in the performance if he has not complained about it in writing to the Contractor within fourteen days after he discovered or reasonably should have discovered the defect.

15.2. The Client must have submitted complaints about the invoice to the Contractor in writing within the payment period, under penalty of forfeiting all rights. If the payment period is longer than thirty days, the Client must have complained in writing no later than thirty days after the invoice date.

#### Article 16: Uncollected items

16.1. The Client is obliged to actually take delivery of the item or items that are the subject of the agreement at the agreed place after the delivery time or execution period has expired.

16.2. The Client must cooperate free of charge to enable the Supplier to deliver.

16.3. Uncollected goods shall be stored at the client's expense and risk.

16.4. If the provisions of paragraph 1 or 2 of this article are violated, the Client will owe the Supplier a penalty of €250 per day, with a maximum of €25,000, for each violation after the Supplier has given the Client notice of default. This penalty may be claimed in addition to damages pursuant to the law.

#### Article 17: Payment

17.1. Payment shall be made at the Contractor's place of business or to an account designated by the Contractor.

17.2. Unless otherwise agreed, payment shall be made within 30 days of the invoice date.

17.3. If the Client fails to fulfill his payment obligation, he shall be obliged, instead of paying the agreed sum of money, to comply with a request by the Contractor for a payment in lieu.

17.4 The Client's right to set off its claims against the Contractor or to suspend performance of its obligations is excluded, unless there is a suspension of payments or bankruptcy of the Contractor or statutory debt restructuring applies to the Contractor.

17.5. Regardless of whether the contractor has fully performed the agreed performance, all that the customer owes or will owe him under the agreement is immediately due and payable if:

- a. a payment deadline has been missed;
- b. client fails to fulfill its obligations under Article 16;
- c. bankruptcy or suspension of payments of the principal has been filed;
- d. property or claims of the client are seized;
- e. client (company) is dissolved or liquidated;
- f. client (natural person) applies for admission to legal debt restructuring, is placed under guardianship or has died.

17.6. In the event of delay in the payment of a sum of money, the Client shall owe the Contractor interest on that sum of money from the day following the day agreed as the final day for payment up to and including the day on which the Client has paid the sum of money. If the parties have not agreed on a latest date for payment

interest is due from 30 days after due date. The interest rate is 12% per annum, but is equal to the legal interest rate, whichever is higher. In calculating interest, part of a month is considered a full month. At the end of each year, the amount on which interest is calculated shall be increased by the interest due for that year.

17.7. The Contractor shall be entitled to set off its debts to the Client against debts owed to the Client by companies affiliated with the Contractor. In addition, the Contractor shall be entitled to set off its claims against the Client against debts owed to the Client by companies affiliated with the Contractor. Furthermore, the Contractor is authorized to set off its debts to the Client against claims on companies affiliated with the Client. Affiliated companies shall mean all companies belonging to the same group, within the meaning of article 2:24b

BW and a participation within the meaning of Article 2:24c BW.

17.8. If payment has not been made on time, the Client shall owe the Contractor all extrajudicial costs with a minimum of €75.

These costs are calculated based on the following table (principal amount including interest):

over the first €3,000 15%

on the excess up to € 6,000,- 10%

on the excess up to € 15,000 8%.

on the excess up to € 60,000,- 5%

over the excess from €60,000.00 3%

The actual out-of-court costs incurred are due, if they are higher than follows from the above calculation.

17.9. If the Contractor is wholly or largely successful in legal proceedings, all costs incurred by it in connection with those proceedings shall be borne by the Client.

#### Article 18: Collateral

18.1. Regardless of the agreed payment conditions, the Client is obliged to provide adequate security for payment at the Supplier's first request, at the Supplier's discretion. If the Client fails to do so within the specified period, he shall immediately be in default.

In such a case, the contractor shall be entitled to rescind the agreement and recover its damages from the client.

18.2. Contractor remains the owner of delivered items for as long as Client:

a. has not fulfilled its obligations under any agreement with the contractor;

b. has not paid claims arising from failure to perform the above agreements, such as damages, penalties, interest and costs.

18.3 As long as goods delivered are subject to retention of title, the Client may not encumber or dispose of them outside the scope of its normal business operations. This clause shall have effect under property law.

18.4 After the Contractor has invoked its reservation of title, it may recover the delivered goods. The Client shall cooperate fully to this end.

18.5. If the customer, after the goods have been delivered to him by the contractor in accordance with the contract, has fulfilled his obligations, the retention of title in respect of these goods shall revive if the customer fails to fulfil his obligations under a subsequent contract.

18.6. The Contractor shall have a lien and a right of retention on all goods in his possession or to be in



his possession from the Client for whatever reason and for all claims he has or may have against the Client.

#### **Article 19: Intellectual property rights.**

**19.1. The Contractor shall be regarded as respectively creator, designer or inventor of the works, models or inventions created under the Agreement. The Contractor therefore has the exclusive right to apply for a patent, trademark or model.**

**19.2. The Contractor does not transfer intellectual property rights to the Client in the performance of the Agreement.**

**19.3. If the performance to be delivered by the Contractor consists (in part) of the delivery of computer software, the source code will not be transferred to the Client. The Client will acquire a non-exclusive, worldwide and perpetual user licence to the computer software solely for the normal use and proper functioning of the object. The principal is not permitted to transfer the license or to grant a sublicense. If the client sells the item to a third party, the license passes by operation of law to the party acquiring the item.**

**19.4. The Contractor shall not be liable for damages suffered by the Client as a result of an infringement of intellectual property rights of third parties. The Client shall indemnify the Contractor against any claim by third parties regarding an infringement of intellectual property rights.**

#### **Article 20: Transfer of rights or obligations**

**Client may not transfer or pledge any rights or obligations under any article of these general conditions or the underlying agreement(s), except with the prior written consent of the Contractor. This clause has property law effect.**

#### **Article 21: Termination or cancellation of the agreement**

**21.1. The Client shall not be entitled to terminate or cancel the Agreement unless the Contractor consents thereto. If the Contractor consents, the Principal owes the Contractor an immediately payable compensation in the amount of the agreed price, minus the savings for the Contractor resulting from the termination. The compensation shall be at least 20% of the agreed price.**

**21.2 Where the price is contingent on the actual costs to be incurred by the Contractor (cost-plus basis), the fee referred to in the first paragraph of this Article shall be estimated at the sum of the costs, labor hours and profit, which the Contractor would be expected to have incurred over the entire engagement.**

#### **Article 22: Applicable law and competent court**

**22.1 Dutch law shall apply.**

**22.2 The Vienna Sales Convention (C.I.S.G.) shall not apply, nor shall any other international regulation the exclusion of which is permitted.**

**22.3. The Dutch civil court having jurisdiction in the Contractor's place of business shall take cognizance of disputes.**

**Contractor may deviate from this jurisdictional rule and use the statutory jurisdictional rules.**

#### **WARRANTY CONDITIONS**

Pleasure of work and assurance of your purchase. That's why you choose DUMETA®; for its quality, durability and optimal usability.

DUMETA® is therefore offering a three-year warranty on several new DUMETA® machines\* purchased after Oct. 1, 2015.

This warranty applies only to manufacturing defects and not to wear parts or accessories.

The DUMETA® warranty is not transferable. This 3-year warranty applies to all manipulators, welding roller racks, welding columns, GIROMATIC®, ROT PRO®, Pipe Propulsion Systems from the series below:

- D-TLP, D-TLP-HE, D-TLP-DC, D-TLP-HE, D-TLP-L, D-TLP-VE, D-TLP-V, D-HB, D-HBE, D-HB-HE, D-BYTN, D-TT, D-DWR, D-DWR-VE, D-TLRS, D-HGZ, D-CHGK, D-HGK, D-TL-HCJ, D-NHCZ, D-JS, D-BD, GIROMATIC®, ROT PRO®, D-TLPR-500, D-GK-1000-PR.

Our other and below mentioned products from the categories of support rollers, chucks, machine clamps, lifting magnets, swing arm racks GUSTOS and tapping machines are subject to the usual 1 year warranty for manufacturing defects:

- D-NHTG, D-ZCJ, D-NHK, D-PM, D-MB, D-K, D-D, D-WP, D-SCW, D-KB, D-JS, D-BD

1. This warranty applies only to manufacturing defects based on defects in material or workmanship for a new standard DUMETA® machine purchased after Oct. 1, 2015. The date of purchase on the original invoice is decisive.

2. 3-year warranty is valid only on below new standard machines from the series below and only for manufacturing defects;

#### Manipulators

- D-TLP, D-TLP-HE, D-TLP-DC, D-TLP-VE, D-TLP-V, D-TLP-L

- D-HB, D-HBE, D-HB-HE

- D-BYTN

- D-TT

#### Roller Racks

- D-DWR

- D-DWR-VE

- D-TLRS

- D-HGZ

- D-HGK

- D-CHGK

#### Columns

- D-TL-HCJ

- D-NHCZ

## **GIROMATIC®**

- D-GPMP
- D-GPMM
- D-GPMM-R
- D-GPMM-LCR
- D-GPMM-LC
- D-GPMM-VLC

## **ROT PRO®**

- ROT PRO® 90
- ROT PRO® 180

## **Pipe prototyping systems**

- D-TLPR-500
- D-GK-1000-PR

**3. DUMETA® provides warranty by repairing free of charge defects on DUMETA® machines caused by material or manufacturing defects within the warranty period.**

**4. 3-year warranty is valid only upon written notification, within 7 days to DUMETA® and upon presentation/submission of the original purchase invoice.**

**5. When claiming warranty, the machine must be returned to DUMETA® at the owner's expense and risk. The machine will be evaluated at DUMETA® and possibly repaired under warranty.**

**Transportation and reinstallation are not covered by the warranty.**

**6. During the warranty period where there appears to be a material or manufacturing defect under proper use, the defective part or replaced machine becomes the property of DUMETA®.**

**7. Excluded from warranty is:**

- wear from use
- defect caused by wear
- defect resulting from non-compliance with the instructions for use
- failure due to improper use
- failure due to abnormal environmental conditions
- failure due to overload or poor maintenance
- defect caused by use of unsuitable accessories/accessories
- If the product has been taken apart or changes have been made
- repair not carried out by authorized repairers or DUMETA® itself or reported in advance
- tires of the rotation systems GIROMATIC®
- roll racks and pipe prototyping systems

**8. The above warranty applies to the mentioned machines purchased and used in Europe. Our warranty services do not extend or renew the warranty period for the machine.**

**9. DUMETA® reserves the right to change warranty terms & conditions without prior notice.**

**On all our other products, of course, you have our usual 1-year warranty against manufacturing defects.**

