

2. TERMS AND CONDITIONS

- Quotations by CTS are valid for **30 days** from date of quotation.
- Our quotation base currency is Euro, excluding VAT or any other applicable duties, taxes or tariffs. For reference, we also quote the value in US Dollars based on the exchange rate on www.xe.com. The exchange rate at date of order placement determines any final pricing in US Dollars.
- Delivery times are an indication and are not absolute and subject to change when the final project schedule is known.
- CTS will guarantee the quoted materials for a period of twenty four (24) months after Ex-works delivery. This guarantee covers the costs for design, manufacturing, supply and installation of replacement materials whenever necessary as a result of proven delivery of faulty materials. Any damages being the result of normal wear and tear, excessive out of roundness of the tanks or operational mistakes are excluded from this product guarantee. Please note that, in case of guarantee, all necessary actions will be undertaken to bring the quoted materials back into a proper and operational sufficient condition. Other costs such as consequential damages are not covered by this guarantee.
- If third party installation is done according to the general accepted standards, CTS will maintain and support our full product warranty subject to satisfactory installation.
- Title to materials quoted by CTS shall remain vested by CTS and shall not pass to the client until the purchase price has been paid in full and has been received by CTS. Until title to the materials quoted passes CTS and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the materials quoted or any part thereof are stored, or upon which the CTS reasonably believes them to be kept, the client shall store or mark materials quoted in a manner reasonably satisfactory to CTS indicating that title to the materials remains vested by CTS; the client shall insure the materials quoted to their full replacement value, and arrange for CTS to be noted on the policy of insurance as the loss payee.
- The total liability of CTS arising out of or in connection with any agreement, whether in contract, tort, or otherwise, shall not exceed fifty percent (50%) of the total value of the relevant Order under which the claim arises. In no event shall CTS be liable for any indirect, consequential, incidental, or special damages, including but not limited to loss of profits, penalties, revenue, or business opportunities, even if advised of the possibility of such damages. This limitation is not applicable if and when there is a situation of willful conduct or gross negligence on the part of CTS and its management.
- CTS has implemented a Code of Conduct. CTS shall comply with all applicable laws, including anti-discrimination, anti-corruption, and child labor regulations, and adhere to client's Code of Conduct. CTS shall ensure that its affiliates, subcontractors, and agents operate with integrity, transparency, and respect for human rights. Bribery, corruption, and the use of child labor, as defined by the ILO Minimum Age Convention (C138, 1973), are strictly prohibited. CTS agrees to monitor compliance, report breaches, and permit audits by the client.
- The client has the right to terminate the agreement in whole or in part at any time by written notice to CTS. In such event, CTS may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable overhead for work already performed, all to be determined in CTS' discretion in good faith. For specially made products unique to the agreement, any partially completed work or raw materials whose full costs are included in the aforesaid termination charges shall be identified in writing and held by CTS for disposition in accordance with the client's written instructions.
- Any agreement by CTS shall be governed by and construed in accordance with the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, 1980) is expressly excluded.
- Any disputes arising from or in connection with an agreement with CTS shall be submitted to the exclusive jurisdiction of the District Court of Rotterdam, the Netherlands.