

WESTERN MINING

Terms and Conditions – Western Mining

1. Applicability

These terms and conditions apply to all offers, agreements, and deliveries by Western Mining, unless otherwise agreed in writing.

By placing a Purchase Order (PO), the Client accepts these Terms.

2. Quotations and Pricing

All quotations are non-binding and valid for 14 days, unless stated otherwise.

All prices are quoted in EUR on an FOB Shanghai basis, unless otherwise agreed in writing.

Costs for transport, import, VAT, and customs clearance are always paid and handled by the client.

For all first PO's for new clients: 50% payment upon placement of the PO, and 50% payment within 2 weeks after delivery.

Standard payment terms after first PO: 50% deposit prior to shipment, 50% within 30 days after delivery.

3. Production

Production timelines are determined in consultation based on availability and scheduling.

Production begins only after written PO confirmation and required sample approvals.

Confirmed POs are binding.

Client must provide accurate specifications and approvals on time.

Unless otherwise agreed, the payment arrangement is discussed and confirmed in writing with the client. These arrangements must then be stated on the relevant Purchase Order (PO).

4. Retention of Title

If payment is not received, Western Mining reserves the right to suspend production and delivery.

5. Production Timelines and Force Majeure

Production timelines are indicative. Western Mining strives for timely delivery but cannot be held liable for delays caused by force majeure. Force majeure includes, but is not limited to pandemics, natural disasters, war, transport strikes, import restrictions, or other circumstances beyond our control.

In cases of force majeure, delivery may be postponed without compensation or penalty.

Delays may also occur due to minor errors in the production process. In such cases, Western Mining will make every effort to resolve the issue promptly so that the client still receives the correct products as soon as possible.

In the event of repeated errors within the same PO, Western Mining will consult with the client to assess the severity and determine an appropriate solution.

If an order is marked as urgent and certain development or quality control steps are skipped, the risk of mistakes increases. In such cases, Western Mining cannot be held liable for quality issues resulting from the expedited process.

Delays caused by late approvals or information from the Client are Client's responsibility.

Risk transfers to Client at FOB shipment point.

If a PO is placed at least 3 months before the desired delivery date, there is typically sufficient time for proper preparation and execution of the production process.

6. Liability

Western Mining manufactures according to the agreed specifications and samples. Minor variations in color, size, or finish (within industry standards) are acceptable.

The client is responsible for inspecting goods upon receipt. Complaints must be submitted in writing within 7 days of delivery.

Western Mining is not liable for indirect damage, consequential loss, or loss of profit.

7. Cancellation and Modifications

A placed PO is binding and cannot be cancelled free of charge.

Modifications after the PO are only accepted if confirmed in writing by Western Mining and may incur additional costs.

8. Intellectual Property

All designs, logos, prints, and technical drawings provided by the client remain the property of the client.

Western Mining will treat this information confidentially and will not share it with third parties.

9. Governing Law and Disputes

All agreements are governed by Dutch law.

Disputes should preferably be resolved through mutual consultation. If this fails, disputes will be submitted to the competent court in the Netherlands.

10. Acknowledgment of Terms

Client agrees to these Terms & Conditions by placing a Purchase Order with Western Mining.

Any deviation must be agreed in writing by Western Mining.