

Article 1 Scope

1. All offerings, services and deliveries from Trafa BV (hereafter referred to as Trafa) to the Client, in the Netherlands as well as abroad, are governed by the most recent Metaalunie Terms and Conditions. For foreign deliveries, the English translation of the Metaalunie Terms and Conditions will apply. However, the Dutch version will always prevail.
2. In addition / contrary to the Metaalunie Terms and Conditions, these additional conditions will apply as well.
3. In case of a conflict with the Metaalunie Terms and Conditions, the provisions in these Additional Delivery Terms will prevail.

Article 2 Quotes and prices / rates

1. Offerings and quotes will be without obligation. They will be valid for two months, subject to the pricing with reference to any surcharges for materials. Consequently, if a surcharge is included in a quotation or offering, any surcharges in this quotation or offering will be valid for one week after the quotation date.
2. Prices and rates listed in offerings, quotes and price-lists will always apply per item / part, unless otherwise stated. They will never include VAT, import duties (if any) and foreign taxes.
3. Any price-lists provided will just be temporary indications. The client will always have to contact Trafa for the most recent prices.
4. Discounts will only apply if they have been explicitly agreed, and were confirmed by Trafa in writing or via email. Discounts will expire when the applicable payment terms have expired and the Client did not pay the invoice amount within this period.
5. Certain goods / products can carry a material surcharge. The amount of such surcharge will be determined by Trafa on the day of the purchase order. This surcharge refers to semi-finished copper, aluminum and transformer steel.
6. To orders up to and including € 250 (not including VAT and any (material or other) surcharges) € 25 will be added for service charges.

Article 3 Urgent orders

Trafa's aim is to get urgent orders ready for collection or shipment within 5 production days. Parties can agree on more specific agreements. In case of urgent orders, no discounts will be given (such as basic discounts / volume discounts). Other existing or arranged fixed discounts will be canceled for urgent orders.

Article 4 Packaging

Packaging costs are included. Usually, all products/orders with a (combined) weight up to 30 kgs will be packed in cartons. If the (combined) weight of the products/orders is more than 30 kgs, they will be packed on pallets, unless otherwise agreed. Pallets will be on loan, meaning that they will always remain DHL's property, but more specifically that they will not become the Client's property.

Article 5 Damage / complaints

Client is obliged to inspect the products/order on receipt. If any goods and/or packaging are damaged, the Client must immediately follow the instructions on the packing list. If the Client would omit this, repair or possible re-delivery cannot be guaranteed.

Article 6 Transport and transport charges

1. The prices stated are valid **within the Netherlands** for all FREIGHT ON ACCOUNT deliveries "not unloaded". This means that Trafa will arrange transport to the address provided by the Client. The risk of damage during loading and transport is for Trafa / the carrier. Article 6.2 of the Metaalunie Terms and Conditions does not apply.
2. For deliveries within the Netherlands, different transport agreements can be made. But in that case, different rates will apply. These can be requested from Trafa. The Client can also decide to arrange their own transport, at their own expense.
3. For destinations outside the Netherlands, delivery is based on the "EX WORKS" Incoterms, as stated in the Metaalunie Terms and Conditions.

Article 7 Payments

All invoices must be paid into the indicated Trafa bank account within 30 days.

Article 8 Cancellations

1. In regard to (interim) cancellations by the Client, Article 7:764 of the Dutch Civil Code will apply accordingly.

2. When circumstances caused by the Client will interrupt the performance of the work for more than two months or will result in repeated delays, Trafa is allowed to terminate the project in unfinished state and charge the Client for the salaries and all expenses made for the project up to the moment of termination, also including the loss of profits, without Trafa being obliged to pay any compensation to the Client.
3. Trafa is also allowed to terminate the agreement ("Termination in unfinished condition") if the Client's bankruptcy has been declared, or if moratorium of payments is requested by or in regard to the Client, if the Client is under receivership, or if the Client dies and the heirs indicate that they do not wish to continue the business. Trafa's claim to the Client will then be completely and directly due and payable, for the entire project.

Privacy Chapter

The GDPR / privacy laws require Trafa to sign agreements with their clients about the processing of Personal Data. This schedule applies to cases where Trafa will be seen as a 'processor' in relation to the privacy laws. Further we refer to the Trafa's Privacy Statement on their Website. Trafa reserves the right to adjust or to delete the following agreement, bearing in mind possible adjustments of the Metaalunie Terms and Conditions in this respect. If such is the case, this will be presented to the Client.

Article 9 Processing

1. Under the terms of this processing agreement, Trafa commits to the processing of Personal Data for the Client.
2. Processing will only take place in relation to the instruction/agreement between Parties and/or the Services to Client by Trafa.
3. The following Personal Data can be processed by Trafa under the terms of the work as indicated in the previous article, in the following categories of data subjects where they originate from:
 - Name, function title and contact details (e.g., address, email and telephone numbers) of the contact(s) of the Client;
 - Other details where necessary for the implementation of the agreement, or to the degree that has been approved.
 - Other data and records to the extent as set out in the law;
4. Trafa will not process the Personal Data for any other purpose than stated previously. Client will inform Trafa of the processing purposes for where they have not yet been listed in this processing agreement.
5. The Personal Data to be processed by order of the Client, remain the property of the Client and/or the data subjects in question.

Article 10 Obligations

1. With respect to the processing performed according to the agreement, Trafa will ensure the adherence to the terms that, based on the GDPR apply to Trafa's processing of Personal Data.
2. On their first request, Trafa will inform Client within a reasonable period about the measures taken by Trafa with respect to their obligations under the GDPR and any other applicable privacy laws and regulations.
3. Trafa's obligations that arise from these terms with respect to the privacy, also apply to those who process Personal Data under Trafa's authority, including employees.

Article 11 Records on servers

1. Trafa can process the Personal Data (place on servers) in countries within the European Union / European Economic Area (EEA). Furthermore Trafa can also transfer the Personal Data to (place on servers in) a country outside the European Union / EEA, provided that such country will ensure an appropriate level of protection and that it complies with its other obligations, based on this regulation and the GDPR.
2. On request, Trafa will inform Client to which country of countries this refers. Given the circumstances that affect the transfer of Personal Data or a certain category of data transfers, Trafa guarantees that countries outside the European Union have appropriate levels of protection in place.
3. Personal data will never be sold to third parties.

Article 12 Distribution of responsibility

1. Parties will ensure compliance to GDPR. The approved processing will be performed by Trafa in an automated environment. Processing can also be included in a physical file by Trafa, which will be stored correctly.
2. Trafa is only responsible for the processing of Personal Data under the agreement, according to the instructions and the express Client's (final) responsibility.

3. For all other processing of Personal Data, for example if Trafa would process Personal Data that are not necessarily related to the implementation of the Agreement, but were sent to Trafa anyway by the Client, the responsibility for this processing will rest with the Client. Trafa is free to delete and keep removed such irrelevant information without further consultation with the Client and without any consequences or liability. Deleting is a form of processing. Client indemnifies Trafa against this type of processing.
4. Client guarantees that contents, use and the instruction to process Personal Data, are not unlawful and do not violate any third party's rights. Client indemnifies Trafa against all third-party claims resulting from not adhering to such warranty.

Article 13 Engaging third parties / sub-processors

1. Client herewith approves Trafa's engagement of third parties (sub-processors) in relation to the agreement and the data processing as stated in the agreement. On request, Trafa will inform Client which sub-processors they have engaged, will have access to Personal Data. In all cases, Trafa will ensure that these third parties will at least undertake the same obligations as have been agreed between Client and Trafa. Trafa guarantees the correct compliance to the obligations from this agreement by such third parties.
2. If the Client submits a reasoned and substantiated objection against a certain sub-processor, parties will consult with each other and make an effort to find a reasonable solution.

Article 14 Security

1. Trafa will make every effort to take appropriate technical and organic measures to protect the Personal Data against loss or any form of unlawful processing (e.g., unauthorized access, deterioration, modification or the provision of Personal Data).
2. Client will determine which Personal Data will be processed by Trafa. Consequently, the type of data to be processed is the Client's responsibility. By sending / delivering Personal Data to Trafa, the Client declares that they agree with the processing on the one hand, and on the other hand approve the technical and organic (security) measures that Trafa has in place.

Article 15 Data leaks

1. In the case of any violations in connection with Personal Data, Trafa will make every effort to inform the Client immediately, but not later than 48 hours after discovery, based on which the Client will judge whether they will inform the supervisory authorities and/or data subjects or not. Trafa will make their best efforts to provide complete, correct, and accurate information.
2. Violations in connection with Personal Data include breach of security, accidentally or illegitimately leading to the destruction, loss, change, or unlawful provision of or unlawful access to data that have been transferred, saved or otherwise processed.
3. Client will ensure compliance to any (legal) notification requirements. If the law and/or regulations require, Trafa will cooperate in informing the relevant authorities and any data subjects.
4. In all cases, notification requirements include reporting the fact that a violation has taken place, as well as (if these details are available):
 - a. The (alleged) cause;
 - b. The result (as is now known and/or to be expected);
 - c. The (proposed) solution;
 - d. Contact details for follow-up of the notification;
 - e. Who has been informed (e.g., the data subject themselves and/or the supervisory body); and
 - f. The measures that have been taken.

Article 16 Dealing with requests from data subjects

1. If a data subject submits a request to exercise their legal rights to Trafa, Trafa will transfer such request to the Client, and the Client will further deal with the request. Trafa is allowed to inform the data subject.
2. In dealing with such requests, Trafa will cooperate with Client as much as reasonably possible and necessary. If the Client turns out to need Trafa's help for the fulfillment of a request of a data subject, Trafa can charge a fee for that.

Article 17 Confidentiality

1. All Personal Data that Trafa will receive from the Client and/or will themselves collect in relation to this agreement, are subject to a confidentiality obligation towards third parties. Trafa will not use this information for any other purpose than for which it has been acquired, not even when it has been supplied in such a form that data subjects are not identifiable.
2. This confidentiality obligation does not apply where the Client has given express approval to transfer the information to third parties, if the provision of the information to third parties is logically necessary, given the nature of the received instructions and the implementation of this processing agreement, or if a legal obligation exists to provide the information to a third party, or the Personal Data will be provided to third parties in their capacity as sub-processors.

Article 18 Audit

1. If the Client questions Trafa's security of Personal Data, the Client can request Trafa, not more often than once a year, to give access to the measures taken in relation to the security of the privacy / GDPR. After such requests, Trafa will respond in writing within a period of 4 week. Trafa can extend this period once with 4 weeks. Instead of responding in writing, Trafa can decide to invite the Client to their offices to discuss the privacy measures.
2. If the Client deems Trafa's response inadequate, the Client will indicate this with reasons. Subsequently, the Client is entitled to have an audit performed by an expert / independent third party, who is bound to confidentiality, to check the compliance to this agreement and everything directly connected.
3. Parties will consult in advance about the moment such audit will take place. The audit initiated by the Client will not take place earlier than four weeks after the advance notification and not more than once per calendar year.
4. Trafa will cooperate with the audit and make available all information that is reasonably relevant.
5. The findings from the performed audit will be evaluated in consultation between parties. Based on this, modifications will or will not be implemented by one of the parties or by both parties together.
6. All expenses and time spent by Trafa in relation to the inspection as indicated in article 1, or to the audit, will be payable by the Client.

Article 19 Obligations

Trafa's liability for damages as a result of an attributable negligence to comply with the agreement, or through tort or otherwise, will be limited according to the provisions in Article 13.3 of the Metaalunie Terms and Conditions.

Article 20 Term and termination

1. This processing agreement was signed for an indefinite period, even if Parties will do business with each other from time to time, and will apply as long as the relationship is not explicitly terminated by one of the Parties.
2. Whenever this agreement (or a replacement agreement) will have been terminated for any reason and in any manner, Trafa will return the originals or copies of all Personal Data in their possession to the Client, and/or delete and/or destroy such original Personal Data and any copies – whichever the Client prefers.
3. Trafa will only retain such information as Trafa must retain according to the law or professional rules. This information will not be retained longer than strictly necessary.

The Dutch text of these Terms and Conditions is the authentic text and will always prevail over translations of these Terms and Conditions.