

Producx BV general conditions

The private limited company with limited liability Producx B.V., established and with registered office in Oirschot at Koestraat 45a Chamber of Commerce number: 17171976 VAT number: NL818540035 B.01

ARTICLE 1 DEFINITIONS

In these general conditions, the following shall be understood by:

- The user:** The private limited company with limited liability Producx B.V., established and with registered office in Oirschot at Koestraat 45a (5688 AG Oirschot);
- The other party:** Every party, including natural persons, who acts commercially or otherwise, or legal entities, to whom the user makes an offer or issues a quote or from whom the user receives an offer or quote, or with whom the user concludes an agreement;
- The agreement:** The agreement concluded between the intermediate user and the other party;
- General conditions:** The general conditions of Producx B.V./the user

ARTICLE 2 APPLICABILITY OF THE CONDITIONS

- These general conditions shall apply to all offers/quotes made by the user that are made to or received from the other party and to agreements that have been concluded with the other party. The other party shall only and exclusively accept the applicability of these general conditions through the acceptance of the offer/quote/agreement.
- These general conditions shall replace any general conditions possibly applied at an earlier date by the user or his predecessor.
- General conditions applied by the other party shall expressly be rejected by the user. The conditions of the other party shall not apply to offers, quotes, assignments and/or agreements between the user and the other party. Provisions whereby departures are made from these general conditions shall only apply if they are confirmed by the user in writing. Any possible deviations from these general conditions by the user, at any time applied or tolerated for the benefit of the other party, shall under no circumstances give the latter party the right to subsequently invoke them or to apply such a departure as fixed in itself.
- The removal or invalidity of any provision of these General Conditions shall not affect the validity of the other provisions of these General Conditions. In the event of the removal or invalidity of any provision of these General Conditions, the provision that with regard to scope most closely corresponds to the invalid or removed provision shall be deemed to be valid.
- In the event that the other party involves a third party in the performance of the agreement, for example a supplier or transporter, the other party shall undertake to declare that the applicability of these general conditions shall also apply to the agreement concluded between the other party and the third party. In the event that the other party does not do this, any damages arising therefrom for the user shall be at the full expense and risk of the other party. The other party shall release the user from any liability for this damage.
- The General Conditions shall also apply to agreements between the other party and a legal entity and/or natural person called upon by the user. In the event that and provided that the aforementioned third party applies general conditions itself, the present General Conditions shall remain applicable to the relationship between the user and the other party in full.
- These General Conditions shall also retain their validity after the end or termination of all or part of the agreement.
- The user reserves the right to change its general conditions at any time.

ARTICLE 3 OFFERS, PRICES, ETC.

- All offers, quotes and prices or price lists etc. of the user shall be on a no obligation basis, and may thus be adjusted at all times by the user, unless they contain a term for acceptance. If they contain a term for acceptance, these offers, quotes etc. shall be valid for said term. After this term has come to an end, they shall expire and may not be invoked any longer. In the event that a quote or offer contains a no obligation offer and that this offer is accepted by the other party, the user shall have the right to revoke the offer within two working days following receipt of the acceptance, whereby the agreement shall be dissolved as a result of the invoking of the right to revoke. At that time, the user shall in no way be obliged to pay compensation to the other party. (Any brochures shown and/or provided and any other data provided by the user shall only serve for information purposes. No rights may be derived from this, unless the parties expressly otherwise in writing)
- The user shall have the right to charge the costs that are connected to the offer or quote to the other party, provided the user has first notified the other party of this in writing.

ARTICLE 4 PRICES

- The prices mentioned in the offer/quote/agreement are expressed:
 - Excluding VAT
 - Excluding transport costs
 - Excluding packaging
 - All prices are expressed in euros
 - All prices may contain misprints and errors. The user may not be held liable for the consequences of any misprints or mistakes

ARTICLE 5 DELIVERY AND LEAD TIMES

- The lead time indicated in an offer/quote/agreement shall never involve a non-negotiable lead time for the user. In the event that the user delivers after the lead time set down in the offer/quote/agreement, the user shall not be in default. The user shall therefore not be obliged to compensate the other party for any damage suffered by it
- The user shall be allowed to deliver the products ordered to the other party via partial deliveries. The user shall itself define the scale of the partial delivery
- In the event that the user is not able to deliver the agreed products, the user shall at all times be in a position to terminate the agreement, without the user thereby being obliged to pay compensation. "In the event that it is unable to deliver", a thorough explanation must be given, and this is certainly not limited to a situation of force majeure. The following paragraph is about this
- In the event of force majeure, the user shall also be authorised to terminate the agreement. In that case, the user shall not be obliged to pay compensation to the other party
- When the user is not able to deliver - whether or not as a result of force majeure - it may, in addition to the termination of the agreement, also elect to suspend the delivery until such time as it is able to fulfil the agreement and thereby deliver the goods.
- By force majeure should in all cases be understood any circumstance that falls beyond the direct control of the user, whereby the user is not in a position to fulfil the agreement and compliance may no longer reasonably be demanded from the user. Examples of force majeure are: strikes in the general sense, transport problems in the general sense, fire, frost, adverse weather conditions, government measures, sick leave on the part of personnel, sick leave on the part of third parties called upon, disruptions in the operations of the user or its suppliers. The above summary is not intended to be exhaustive.
- When the user orders goods from the other party, the other party must deliver the correct quantity and the correct product. If a smaller quantity is delivered, the other party shall be liable for the damage - including consequential damage - suffered by the user. In cases where the other party delivers too large a quantity, the user shall not be bound to pay the other party for the excess delivered.

ARTICLE 6 LEGAL REQUIREMENTS

- The other party itself must check which legal requirements must be met by the goods and services to be delivered by the user to the other party based on the national law of the other party or of the country in which the other party receives/wants to receive the goods or to which it is transporting them. In the event that there are special provisions that are prescribed by national law or the law of the country from which the other party is transporting the goods/having them delivered, the other party shall be responsible for said provisions being upheld. It shall have to check whether the goods comply with the legal requirements and shall be responsible for the consequences. The user shall expressly not be responsible for this.

ARTICLE 7 TRANSPORT AND SHIPMENT

- In the event that the user settles the costs for transport, the user shall not be responsible/liable for any delay to the transport or for any damage caused by the transport. Despite the fact that the user is settling the costs for transport and that the goods are being delivered outside of the Netherlands, Article 11 shall still apply and the Dutch judge shall therefore be competent.
- In the event that the other party is a transporter, the other party shall ensure that the transport takes place properly and in a timely fashion. If, in spite of the above provision, the user is still held liable for any delay or damage caused by the transport, in the broadest sense of the word, the other party shall indemnify the user for said damage. The other party shall then be obliged to pay compensation to the third party that sues the user. In that case, the other party may raise any objections that the user is able to raise against the third party as its own vis-à-vis the third party. In that case too, when the other party thus acts in the place of the user, Dutch law shall apply.

ARTICLE 8 THIRD PARTIES CALLED UPON

- The user shall not be liable vis-à-vis the other party for any delay in delivery, damage to goods or in any way for damage suffered by the other party as a result of the (actions, works etc. of) third parties called upon by the user. These general conditions shall also apply to all agreements between the user and the third party.
- In the event that the other party delivers goods, the other party shall ensure that the goods are delivered in a timely fashion and in full. If, in spite of the above provision, the user is still held liable for any delay caused by late delivery or for damage caused by an incorrect delivery, in the broadest sense of the word, the other party shall indemnify the user for said damage. The other party shall then be obliged to pay compensation to the third party that sues the user. In that case, the other party may raise any objections that the user raises against the third party as its own vis-à-vis the third party. In that case too, when the other party thus acts in the place of the user, Dutch law shall apply.

ARTICLE 9 PAYMENT

- Payment shall be made by the user, with the user having the choice of the following:
 - * net in cash on delivery;
 - * via a transfer to a bank account indicated by the seller, within 14 days following the invoice date, unless agreed otherwise.

- The other party may not invoke any indemnification/settlement by the user. The other party shall only be in default if the agreed payment period is exceeded, without any separate notice of default being required. In the event that the other party is in default, the user shall be authorised to charge 1% interest per month or part thereof as of the due date of the invoice until such time as it has been settled in full. All costs, both judicial and extrajudicial, that have to be incurred by the user in order to oblige the other party to fulfil its obligations shall be borne in full by the other party.

ARTICLE 10 WARRANTY

- In the event that a warranty is issued, the warranty period of the user shall correspond to the warranty period of the supplier from which the user has purchased the product. The user shall under no circumstances be liable for the final suitability of the items for [each individual] application by the other party, nor for any possible opinions regarding the use or application of the items.
- The other party shall be obliged to check the delivered items as soon as it receives them. Should it appear that the delivered item is incorrect, faulty or incomplete, the other party (before proceeding to make a return to the user) shall immediately report said defects to the user in writing.
- After the user has received the report from the other party as mentioned under b of this article, the user shall investigate the complaint and notify the other party of its findings.
- In the event that complaints from the other party are judged by the user to be well founded, the user shall have the choice between replacing the delivered items free of charge, repairing them or arriving at a compensation settlement with the other party, with it being understood that the user's liability and consequently the amount of the compensation shall always be limited to at the most the invoice amount for the items concerned, or (at the choice of the user) to the maximum amount covered in the case concerned through the liability insurance of the user. Every liability of the user shall be excluded for any other form of damage, including any additional compensation for damages in any form whatsoever, compensation for indirect damage or consequential damage due to loss of profit. The user subsequently indicates to the other party whether the delivered goods need to be returned.
- When the goods need to be returned, this must take place in the original packaging (including accessories and associated documentation) and as new. Start-up after observing the defects, damage caused after observing the defects, encumbrance and/or resale after observing the defects, shall fully invalidate the right to make a claim or return. The costs for return are for the account of the other party.
- If a warranty is issued, this warranty shall not be valid if:
 - A) and provided the other party is in default towards the user;
 - B) the other party has itself repaired and/or processed the delivered items or has arranged the repair/processing via third parties.
 - C) the delivered items are exposed to abnormal circumstances or in another way are carelessly dealt with or are dealt with in violation of the user indications and/or the instructions for use on the packaging;
 - D) the deficiency is entirely or partly the result of provisions that are set by the government or which shall be set by the government considering the nature or quality of the applied materials.

ARTICLE 11 LIABILITY

- The user shall not be liable for any damage/inconvenience etc. caused to the goods or objects, including also any vehicles and/or persons etc. caused by any incorrect application/use etc. of the products sold/delivered by the user. When the instructions for use are not followed, it shall be assumed that the product has been used incorrectly.

ARTICLE 12 RESERVATION OF TITLE

- The ownership of all items sold and delivered by the user to the other party shall remain with the user for as long as the other party has not fulfilled the user's claims under the agreement or under similar previous or subsequent agreements and for as long as the other party fails to fulfil the user's claims in compliance with such obligations, including for claims with regard to fines, interest and other expenses, all of this as defined under Article 3:92 of the Civil Code.
- The items delivered by the user that fall under the reservation of title may only be resold within the framework of the normal course of business and shall never be used as a method of payment.
- The other party shall not be competent to pledge or otherwise encumber the items falling under the reservation of title.
- The other party shall already give its unconditional and irrevocable authorisation to the user or to a third party to be appointed by the user with a view - in all cases in which the user wishes to exercise its property rights - to accessing all those places where its property shall be found and to taking said items from there.
- In the event that third parties seize the items delivered under the reservation of title or establish or assert rights thereupon, the other party shall immediately - or as quickly as may reasonably be expected - notify the user of this.
- The other party shall undertake to insure the items delivered and to keep them insured against the risk of fire, explosion and water damage as well as against theft and to make this policy available to the user at first request.

ARTICLE 13 APPLICABLE LAW/COMPETENT JUDGE

- All agreements shall be governed by Dutch law and the Dutch judge shall be competent for them.