

General terms and conditions

General terms and conditions Exertis Benelux B.V.

General terms and conditions of delivery of the private limited liability company 'Exertis Benelux B.V.', established in 's-Hertogenbosch (EXERTIS BENELUX).

Article 1. General

The following terms and conditions of delivery and payment apply to all quotations issued by EXERTIS BENELUX and agreements concluded by it.

All quotations made by or on behalf of EXERTIS BENELUX are without obligation, both in terms of goods, prices, quantities, and delivery times. Images, drawings, and statements of dimensions and/or weights in quotations are merely indications. EXERTIS BENELUX is not liable for deviations. The sending of price lists by EXERTIS BENELUX is not to be considered as a quotation and does not oblige it to deliver. Orders, agreements, and arrangements are only binding for EXERTIS BENELUX after written confirmation by EXERTIS BENELUX.

Article 2. Prices

Unless otherwise stated in quotations or order confirmations, all prices quoted by EXERTIS BENELUX are exclusive of VAT and inclusive of packaging. If, after the order confirmation by EXERTIS BENELUX, cost-increasing changes occur domestically or abroad, such as changes in product or raw material prices, transport rates, tax rates, wages, salaries, social charges, etc., EXERTIS BENELUX is entitled to pass on these cost-increasing factors to the other party.

Article 3. Delivery Time

The delivery times specified by EXERTIS BENELUX are always to be regarded as target times and never as strict deadlines. In the event of exceeding the target period, EXERTIS BENELUX bears no liability, neither for direct nor for consequential damages. The other party indemnifies EXERTIS BENELUX against any claims from third parties regarding late delivery by EXERTIS BENELUX.

Exceeding the specified delivery time does not entitle the other party to cancel the order or refuse receipt or payment of the products.

In the event of force majeure and the inability to deliver (on time), or if (timely) delivery cannot reasonably be expected from EXERTIS BENELUX, EXERTIS BENELUX has the option to postpone the delivery or to dissolve the agreement. In both situations, EXERTIS BENELUX is not liable for any direct or indirect damages suffered by the other party.

Article 4. Shipping

Delivery takes place ex-works/warehouse EXERTIS BENELUX unless otherwise agreed.

If delivery is made based on Incoterms, then the Incoterms applicable at the time of the agreement's conclusion will apply in addition to these conditions. If the provisions in the Incoterms differ from those in these conditions, the provisions in these conditions take precedence over those in the Incoterms.

The other party is obliged to accept the goods at the moment that EXERTIS BENELUX delivers or has them delivered to him/her or at the moment the goods are made available to him/her.

If the other party refuses acceptance or is negligent in providing information or instructions necessary for the delivery, EXERTIS BENELUX is entitled to store the goods at the expense and risk of the other party.

If the agreed Incoterms clause places the responsibility for shipping on the other party, and EXERTIS BENELUX arranges for shipment at his/her request, the shipping method and route are at the discretion of EXERTIS BENELUX. EXERTIS BENELUX is not liable for any damage-causing events of any kind occurring during or related to the shipment unless there is intent or gross negligence on the part of EXERTIS BENELUX, excluding intent or gross negligence of subordinates and/or auxiliary persons.

In the case of returns, for whatever reason, the associated costs—unless otherwise agreed—are borne by the other party, and the goods travel at the risk of the other party. Only after actual receipt of the goods is the return shipment considered complete.

Article 5. Creditworthiness / Suspension / Termination

Every agreement entered into by EXERTIS BENELUX is subject to the suspensive condition that the other party is sufficiently creditworthy. The other party declares to fully cooperate with any creditworthiness investigation conducted by or on behalf of EXERTIS BENELUX.

EXERTIS BENELUX is at all times entitled to suspend the fulfillment of its obligations under the agreement until the other party has provided security for the fulfillment of its obligations to the satisfaction of EXERTIS BENELUX. If the other party refuses to provide the requested security, EXERTIS BENELUX has the right to terminate the agreement without judicial intervention and reclaim any delivered goods, without prejudice to EXERTIS BENELUX's right to compensation for costs and loss of profit.

Furthermore, EXERTIS BENELUX is entitled to suspend all deliveries until payment obligations are fulfilled or to terminate the agreement with immediate effect extrajudicially.

Without prejudice to any other rights of EXERTIS BENELUX, the agreement shall in any case be deemed terminated if the other party is declared bankrupt, granted a suspension of payments, subjected to a (statutory) debt restructuring scheme, or if their business operations are discontinued.

Article 6. Payment

Unless otherwise agreed, payments must be made without discount or set-off in the manner specified by EXERTIS BENELUX in its quotation or order confirmation. The other party is not allowed to suspend its payment obligations, even if only part of the sold goods is delivered.

Upon the mere expiration of the agreed payment term, the other party shall be in default by operation of law. In case of default, all claims of EXERTIS BENELUX shall become immediately due and payable, without prejudice to any other rights of EXERTIS BENELUX. From the day the default occurs, the other party shall owe interest at a rate of 1% per month, while from that moment, all costs incurred by EXERTIS BENELUX, both extrajudicial and judicial, shall be borne by the other party up to the amount of the actual costs incurred.

EXERTIS BENELUX reserves the right, in certain cases, not to deliver until payment has been received.

Article 7. Retention of Title

All products delivered by EXERTIS BENELUX remain the property of EXERTIS BENELUX until all claims arising from the agreement with the other party have been settled. EXERTIS BENELUX is at all times entitled to reclaim the products delivered under retention of title if the other party fails to meet its obligations. The other party must fully cooperate to enable EXERTIS BENELUX to retrieve its products delivered under retention of title.

The other party must store the products that are still under EXERTIS BENELUX's ownership separately from those that have already become their property.

As long as ownership of the delivered products has not passed to the other party, they may not process, dispose of, encumber, or remove them from their actual control.

In the event that EXERTIS BENELUX reclaims the goods due to the other party's failure to meet its obligations, the agreement between the parties shall be deemed terminated as of the date of retrieval, without prejudice to EXERTIS BENELUX's right to claim compensation for costs, interest, and lost profits.

Article 8. Complaints

Complaints regarding deliveries must be submitted in writing to EXERTIS BENELUX no later than two days after receipt of the products and before any processing or modification begins. After this period, EXERTIS BENELUX is no longer obliged to handle such complaints. If a complaint is acknowledged, EXERTIS BENELUX has the option to either replace the delivered products or credit the invoice amount without being obliged to proceed with replacement of the products.

Article 9. Exemption, Force Majeure

In the event of force majeure, EXERTIS BENELUX has the right to cancel the relevant order in whole or in part. In case of such cancellation, EXERTIS BENELUX shall not be liable for any damage the other party may suffer as a result. EXERTIS BENELUX is also not liable for damages suffered by the other party due to the failure, or improper execution, of the agreement by EXERTIS BENELUX, unless such failure is due to gross negligence or willful misconduct on its part. Force majeure shall in any case include the following: war, threat of war, riots, terrorism, fire, factory disruptions, strikes, lockouts, transportation disruptions, loss or damage during transport, illness of personnel, failure of suppliers to fulfill their obligations on time, and any other circumstances beyond the direct control of EXERTIS BENELUX that prevent the execution of the agreement.

Except as required by general rules of public order and mandatory legal provisions regarding product liability, EXERTIS BENELUX shall not be liable for any compensation for damages of any kind, direct or indirect, including business damage, to movable or immovable property, or to persons, whether suffered by the other party or third parties. Subject to the provisions elsewhere in this article, EXERTIS BENELUX shall in no event be liable for damage caused by improper use of the delivered products.

The liability of EXERTIS BENELUX shall also be assessed based on EXERTIS BENELUX's business liability insurance policies.

Subject to the provisions elsewhere in this article, damage caused by EXERTIS BENELUX to the other party (business damage) shall at all times be limited to the net invoice value of the delivered goods. Fulfillment of the applicable warranty/complaint obligations and/or payment of the determined damage by EXERTIS BENELUX and/or its insurer(s) shall be regarded as the sole and complete compensation for damages.

EXERTIS BENELUX shall not be liable for any damage to the other party or third parties, whether personal injury or property damage, arising after delivery of the goods, regardless of the cause.

Furthermore, the other party expressly and fully indemnifies EXERTIS BENELUX against any third-party claims for damages relating to the goods and/or services delivered by EXERTIS BENELUX to the other party.

Article 10. Competent Court, Applicable Law

All disputes relating to or arising from agreements concluded with EXERTIS BENELUX or offers made by it shall be submitted exclusively to the competent court in the district of 's-Hertogenbosch, unless any mandatory provision of Dutch law explicitly determines otherwise.

These general terms and conditions and the agreements to which they apply are governed by Dutch law.

The United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on April 11, 1980, and effective in the Netherlands as of January 1, 1992, shall not apply. Nor shall any future regulation regarding the sale of movable property apply if its effect can be excluded by the parties.

Goods remain property of EXERTIS BENELUX until the invoice has been settled. All offers are ex-warehouse unless stated otherwise and are subject to prior sale. Our terms and conditions, presented on the back of this invoice, are filed with the Chamber of Commerce Oost-Brabant under reference 17114253.