

These general terms and conditions of sale of 'De Bondt B.V.' were filed with the Chamber of Commerce under number 04023846.

1. Applicability

- 1.1. These general terms and conditions of sale (hereinafter referred to as 'General Terms and Conditions') apply to all tenders and offers of De Bondt B.V. (hereinafter referred to as 'De Bondt'), as well as to all agreements between De Bondt B.V. as the seller and/or supplier and a counterparty, being either a legal entity or natural person, acting in the course of his profession or business as a buyer and/or purchaser (hereinafter referred to as 'the Purchaser'), pertaining to De Bondt's sale and supply of products to the Purchaser (including those agreements that are formed electronically). These General Terms and Conditions expressly do not apply to tenders submitted to consumers, offers made to consumers or agreements with consumers.
- 1.2. Conditions or stipulations that derogate from these General Terms and Conditions only apply if and insofar as De Bondt has expressly agreed to this in a written agreement with the Purchaser, and only for the agreement in which those conditions or stipulations are included. In all other cases, these General Terms and Conditions will continue to apply in full.
- 1.3. Once the Purchaser has entered into an agreement with De Bondt that is based on these General Terms and Conditions, or the Purchaser is otherwise familiar with or may reasonably be expected to be familiar with these General Terms and Conditions, that fact will also lead to these General Terms and Conditions being applicable to any future tender submitted or offer made by De Bondt and/or to any subsequent agreement the Purchaser enters into with De Bondt, even if there was no express reference to these General Terms and Conditions or a statement in which these General Terms and Conditions were expressly declared to apply to this agreement when the tender was submitted, the offer was made or the agreement was entered into.
- 1.4. De Bondt hereby expressly rejects applicability of any general terms and conditions the Purchaser relies on.
- 1.5. If one or more stipulations in these General Terms and Conditions prove to be invalid (at law or otherwise) (void and/or voidable), the meaning of these stipulations will – in terms of their content and purport – be as similar as possible, so that De Bondt can still rely on these. The nullity, voidability or other unenforceability of any stipulation of these General Terms and Conditions does not affect the validity of the other stipulations of these General Terms and Conditions.

2. Offers and formation of agreements

- 2.1. All tenders and offers of De Bondt are free of obligation and De Bondt is authorised to revoke these offers at all times, even if they contain a term for acceptance and that term has not expired yet.
- 2.2. Tenders and offers of De Bondt can only be accepted in writing. De Bondt will nevertheless be authorised to accept a different form of acceptance from the Purchaser as if it were in writing. In order to be valid, the Purchaser's acceptance must have reached De Bondt.
- 2.3. Tenders and offers of De Bondt, both oral and in writing, will automatically lapse if the Purchaser has not accepted them in writing within 30 days of being sent to the Purchaser, unless otherwise indicated by De Bondt.
- 2.4. Successive deliveries or other services do not lead to the formation of a continuing performance contract on the basis of which De Bondt is obliged to continue its deliveries, unless expressly agreed otherwise between De Bondt and the Purchaser, in writing.
- 2.5. Tenders and offers of De Bondt only apply if and for as long as supplies last.
- 2.6. Within the limits set by law, De Bondt will at all times be authorised to inform itself of all those facts and factors that could be relevant to a responsible entry into an agreement, and in order to determine whether the Purchaser will be able to comply with its obligations under the agreement or the agreement to be entered into. If, at any time, De Bondt fears that the Purchaser will not be able to comply with its obligations under the agreement or the agreement to be entered into, De Bondt will be authorised to refuse an order (application), to suspend compliance with its obligations, to attach special conditions to the formation or performance of the agreement and/or to terminate the agreement (without judicial intervention being required), without prejudice to any other rights that are vested in De Bondt under the law.
- 2.7. If De Bondt takes one or more of the measures referred to in Article 2.6 of these General Terms and Conditions, the Purchaser will not be entitled to compensation.
- 2.8. Designs, images, pictures, drawings, calculations, measurements, capacities, weights, models and other details provided by De Bondt, whether or not contained in catalogues, in brochures, in advertisements, on websites, etc. are drawn up by or on behalf of De Bondt with the greatest possible care and as accurately as possible. However, the Purchaser should not fully rely on their correctness and/or completeness, as they may contain mistakes or errors.



3. Prices and invoicing

- 3.1. All the prices stated by De Bondt are exclusive of VAT, charges and other costs, including but not limited to transport costs, shipping costs, costs of carriage, packaging costs and administration costs.
- 3.2. All the prices stated by De Bondt are subject to printing and typing errors.
- 3.3. De Bondt's prices are purely indicative. In addition, De Bondt's prices and any additional costs and charges are based on the cost factors that apply at the time of the tender or offer and/or agreement. De Bondt reserves the right to change the prices at all times.
- 3.4. Tenders or offers of De Bondt are one-off, only apply to the relevant tenders or offers and do not (automatically) apply to repeat orders, not even in the event that – despite the conditions of Article 2.4 of these General Terms and Conditions – an agreement with the Purchaser must be deemed to be a continuing performance contract.
- 3.5. In the event of a combined quotation, De Bondt is not obliged to supply a portion of the products referred to in the offer or tender at a proportionate rate of the indicated price.

4. Delivery, delivery risk and risk transfer

- 4.1. Deliveries are made ex works from the De Bondt factory/shop/warehouse (= 'ex works' as referred to in the most recent edition of the Incoterms, issued by the International Chamber of Commerce), unless otherwise agreed in writing.
- 4.2. The Purchaser is obliged to accept the products when De Bondt delivers these or has these delivered to the Purchaser, or when these are made available to the Purchaser.
- 4.3. In the event that the Purchaser refuses the products offered, or in the event that, due to circumstances that can be attributed to the Purchaser, it is not possible to (have a third party) deliver the products to the Purchaser or (have a third party) make the products available to the Purchaser, the Purchaser will be in default and De Bondt will be authorised to terminate the agreement, as well as to recover the loss suffered, including but not limited to any return cargo costs and storage costs, from the Purchaser. In addition, in such case, the risk of damage to or decline of the relevant products will be entirely at the Purchaser's expense.

5. Delivery period

- 5.1. Delivery periods indicated by De Bondt will only commence after the Purchaser has provided De Bondt with all the details that are required for delivery.
- 5.2. Indicated and/or agreed delivery periods should not be regarded as a final deadline, unless expressly agreed otherwise in writing.
- 5.3. A delivery period must be understood to be the term indicated by De Bondt within which the products could be delivered. De Bondt indicates this period to the best of its knowledge, based on the details and circumstances that are known to it at the time it provides the indication of that delivery period.
- 5.4. De Bondt may extend the delivery period by the time it requires to (have a third party) deliver the products (after all).
- 5.5. In the event of late delivery, the Purchaser will only be authorised to terminate the agreement after the reasonable term indicated by the Purchaser in a registered letter has lapsed without De Bondt making the delivery, in which context a term of less than thirty (30) working days will in any case not be considered to be reasonable. In such case, De Bondt will not be obliged to compensate any loss suffered by the Purchaser.
- 5.6. The delivery periods will be extended by the time by which the performance of the agreement is delayed by force majeure (as specified in Article 14 of these General Terms and Conditions).

6. Partial deliveries

- 6.1. De Bondt reserves the right, but is not obliged, to (have third parties) make deliveries in parts, in which case the payment conditions as referred to below, in Article 7 of these General Terms and Conditions, will also apply to any partial delivery.
- 6.2. For the purposes of these General Terms and Conditions, any partial delivery will be considered to be an independent delivery.

7. Payment, interest and costs

- 7.1. Unless otherwise agreed, De Bondt will only send the Purchaser invoices in an electronic format, rather than paper invoices by post.
- 7.2. The Purchaser must pay these within eight (8) days of the invoice date, in the manner to be indicated by De Bondt and in the currency used in the invoice.
- 7.3. Objections lodged against the amount of De Bondt's invoices do not suspend the payment obligation.
- 7.4. The Bondt's claim for payment on the Purchaser is immediately due and payable in full when:
- a) a payment term has expired;
 - b) the liquidation of the Purchaser is petitioned for, or the Purchaser files for bankruptcy, or the Purchaser applies for or is granted a moratorium;
 - c) attachment is levied on the Purchaser's products and/or claims;
 - d) the Purchaser is dissolved or liquidated;
 - e) the Purchaser discontinues its business activities;
 - f) the Purchaser offers a settlement;
 - g) the Purchaser otherwise proves to be insolvent;
 - h) De Bondt has good reason to fear that the Purchaser will be unable to comply with one or more of its obligations under the agreement.
- 7.5. A payment will first be applied towards the payment of the costs, then towards the interest due and then towards the oldest payable principal sum. De Bondt may refuse an offer to make payments if the Purchaser specifies a different allocation sequence, without being in default as a result.
- 7.6. De Bondt may refuse full settlement of the principal sum if this payment does not include any devolved and accrued interest as well as the costs.
- 7.7. In the event that a payment term is exceeded, the Purchaser will immediately be in default in connection with the loss caused by the delay, and will owe 1% interest a month on the outstanding invoice amount, unless the cumulative statutory interest for commercial transactions (under Section 6:119a of the Dutch Civil Code) is higher, in which case the cumulative statutory interest for commercial transactions will apply, with a minimum of €100 excluding VAT per month. In the calculation of the interest, part of a month will be viewed as a whole month.
- 7.8. All collection costs incurred after the Purchaser is deemed to be in default, both judicial and extrajudicial, will be borne by the Purchaser. The extrajudicial expenses are set at at least 15% of the outstanding principal sum plus interest, with a minimum of €250 excluding VAT, without prejudice to De Bondt's right to claim the actual extrajudicial expenses from the Purchaser if these exceed this pre-determined amount.
- 7.9. The Purchaser is not authorised to deduct any amount from or set any amount off against a claim of De Bondt on the Purchaser in connection with an alleged counter claim of the Purchaser, whether this is due and payable or not.

8. (Fear of) a failure to comply with the agreement

If the Purchaser fails to comply with any obligation arising from the agreement (on time) or if De Bondt fears that the Purchaser will not be able to comply with one or more of these obligations or will not be able to do so on time, De Bondt will be authorised to, at its discretion, without this resulting in De Bondt being liable to pay the Purchaser any compensation:

- a) require payment in advance, or adequate security for compliance with the Purchaser's financial obligations towards De Bondt, or require immediate payment upon delivery in respect of payment obligations under all current and any future agreements;
- b) suspend compliance with its own obligations, including but not limited to delivery (as well as the preparation and processing of products that are intended for delivery), without prejudice to the rights referred to under (a);
- c) terminate the relevant agreement and/or all other agreements with the Purchaser, in full or in part, with immediate effect, without prejudice to the rights referred to under (a) and (b).

All this without prejudice to De Bondt's right to claim full compensation for the loss from the Purchaser.

9. Minimum purchase

If the Purchaser does not purchase or has not purchased sufficient products from De Bondt, which is to be determined at De Bondt's discretion, De Bondt will be authorised to refuse an order from the Purchaser.

10. Conformity and complaints

- 10.1. On penalty of its rights in that regard lapsing, the Purchaser must submit any complaints concerning an invoice amount to De Bondt as soon as possible, though no later than within five (5) working days of the invoice date, in writing, failing which the complaint will not be eligible for handling and the Purchaser will owe De Bondt the full invoiced amount.
- 10.2. The Purchaser must inspect the products as soon as possible after delivery, and inform De Bondt no later than within 24 hours of delivery, in writing, of any visible defects, with a sufficiently detailed description of the nature and extent of the defect alleged by the Purchaser. The above is on penalty of its rights in that regard lapsing. De Bondt accepts no liability for such defects that are reported after that term, and will not be obliged to repair or replace the products supplied in such case. In such case, the Purchaser cannot return the product to De Bondt either. The products will in such case be deemed to have been approved by the Purchaser.
- 10.3. The Purchaser has a general obligation to inspect with regard to defects other than those referred to in Article 10.2 of these General Terms and Conditions. If, following inspection, the Purchaser is of the opinion that a product is defective, or should have known that a product is defective, it must inform De Bondt of this as soon as possible, though no later than within eight (8) days of becoming aware of the defect, or the time at which it should or could have become aware of the defect, in writing, with a sufficiently detailed description of the nature and extent of the defect, on penalty of its rights in that regard lapsing. If a complaint is submitted on time, the Purchaser will allow De Bondt to inspect the relevant product, failing which the complaint will not be eligible for handling and the products will be deemed to have been approved by the Purchaser.
- 10.4. Small deviations in terms of colour, quality, size, etc. that are considered acceptable on the market or technically cannot be avoided do not constitute a ground for complaints.
- 10.5. If De Bondt deems the complaint to be founded, the Purchaser will give De Bondt the time required to carry out the repairs that De Bondt considers necessary, or to replace the product rejected by it with another product, at the discretion of De Bondt. If the products rejected by De Bondt are replaced, account may be taken of the benefit the Purchaser has derived from these in the meantime, and De Bondt may charge the Purchaser a reasonable compensation in respect of that.
- 10.6. Even complaints that are submitted on time will not be handled and the relevant products cannot be returned if the products prove to have been altered, repaired and/or used without De Bondt's permission, except insofar as this is done with De Bondt's express written consent.
- 10.7. De Bondt does not make reimbursements in respect of products and does not accept goods returned by the Purchaser, unless De Bondt has given its express prior written permission for that and the products are returned in accordance with the conditions set by De Bondt.
- 10.8. In the event that a complaint is not submitted on time or not submitted correctly, the delivery will be deemed to have been in accordance with the agreement and De Bondt will be authorised to charge the costs it has incurred in connection with handling the complaint to the Purchaser.
- 10.9. Submitting a complaint does not entitle the Purchaser to suspend payment and does not release it from its payment obligations towards De Bondt.

11. Liability and indemnity

- 11.1. Without prejudice to mandatory legal provisions, any liability on the part of De Bondt (including but not limited to any form of direct or indirect loss, such as, without limitation, trading loss, consequential loss, demurrage, lost income and profit, loss of clients, reputational damage and/or loss of goodwill and loss due to unlawful acts) is excluded, unless and insofar as there has been wilful misconduct or gross negligence on the part of De Bondt.
- 11.2. Without prejudice to the conditions of these General Terms and Conditions, De Bondt will in any case not be liable for loss caused by improper use of the products supplied, or the use thereof for a purpose other than the purpose for which these are suited.
- 11.3. De Bondt is not liable for any consequences of products not being in stock.
- 11.4. Liability of De Bondt in connection with any shortcomings with regard to the products supplied by it is limited to compliance with its obligations following complaints as described in Article 10 of these General Terms and Conditions.
- 11.5. In the event of (gross) negligence on the part of De Bondt, for which – despite the conditions of Articles 11.1 through 11.4 of these General Terms and Conditions – a court decides that De Bondt is liable, De Bondt will not be liable insofar as the relevant loss-causing event or the loss caused is not covered by De Bondt's liability insurance (with policy number 639044901).
- 11.6. If a court should decide that De Bondt is liable for the loss-causing event or the loss caused that is not covered by De Bondt's liability insurance, De Bondt's liability will be limited to the purchase price of the relevant product that has caused the loss.
- 11.7. Any claim against De Bondt expires and lapses by the mere expiry of one (1) year after the claim arises.
- 11.8. The conditions of Articles 11.1 through 11.7 of these General Terms and Conditions apply by analogy to De Bondt's subordinates.
- 11.9. The Purchaser indemnifies De Bondt against all third-party claims for compensation of any damage that is due to or related to the products supplied by De Bondt, insofar as this is not in conflict with any mandatory legal provisions.

12. Retention of title

- 12.1. All the products supplied and to be supplied pursuant to the agreements between De Bondt and the Purchaser (including products paid by the Purchaser) will continue to be the exclusive property of De Bondt until all claims De Bondt has or should come to have on the Purchaser are paid in full.
- 12.2. As long as the ownership of the products has not transferred to the Purchaser, it may not dispose of or encumber these products (which includes pledging them, mortgaging them or granting any other right to or for the benefit of third parties). The Purchaser undertakes to, at De Bondt's first request, cooperate in the establishment of a right of pledge on the claims the Purchaser has or should come to have on its customers in connection with the onward supply of the products supplied by De Bondt.
- 12.3. The Purchaser is obliged to keep the products De Bondt has supplied subject to a retention of title with due care, make them recognisable as being the property of De Bondt and keep them separated from other products.
- 12.4. The products supplied by De Bondt that are subject to a retention of title may only be sold on or used within the framework of the ordinary business operations and may under no circumstances be used as a means of payment.
- 12.5. De Bondt is authorised to reclaim products that it has supplied to the Purchaser subject to a retention of title and that are still with the Purchaser if the Purchaser has failed to comply with its payment obligations, one of the circumstances referred to in Article 7.4 and/or 8 of these General Terms and Conditions arises or the Purchaser has or is in danger of having other payment difficulties. The Purchaser will at all times allow De Bondt free access to its premises and/or buildings to inspect the products and/or exercise De Bondt's rights.
- 12.6. If a third party seizes goods that were supplied subject to a retention of title or wishes to establish a right or lay claim to these, the Purchaser is obliged to notify De Bondt thereof as soon as can reasonably be expected.
- 12.7. The conditions in Articles 12.1 through 12.6 of these General Terms and Conditions are without prejudice to De Bondt's other rights.

13. Intellectual property rights and copyrights

- 13.1. Unless otherwise agreed in writing, De Bondt will retain all intellectual and industrial property rights to details (whether or not it has provided these to the Purchaser), such as, without limitation, designs, sketches, images, pictures, drawings, patterns, production materials, films, software, (trial) models, programmes and other materials or (electronic) files, or these are licensed to De Bondt.
- 13.2. The rights to the details referred to in Article 13.1 of these General Terms and Conditions will continue to be vested in De Bondt regardless of whether the Purchaser was charged a fee for the creation thereof. These details may only be used by the Purchaser itself and may not be copied, used, multiplied, published and/or communicated to third parties without De Bondt's prior written permission. The Purchaser will also see to it that third parties do not (or are unable to) copy, publish or otherwise multiply or use the details referred to in Article 13.1 of these General Terms and Conditions in any way.
- 13.3. Violation of or a failure to comply with the obligations under Article 13.2 of these General Terms and Conditions and/or acts in contravention of Article 13.1 of these General Terms and Conditions will result in the Purchaser being liable to pay De Bondt an immediately due and payable penalty of €1,000 (in words: one thousand euros) per violation for every day it continues to be in default. In the calculation of the penalty, part of a day will be viewed as a whole day. In addition, De Bondt reserves the right to claim full compensation from the Purchaser.
- 13.4. The Purchaser is forbidden from altering the products.
- 13.5. De Bondt reserves the right to use any knowledge obtained through the performance of its activities for other purposes.

14. Force majeure

- 14.1. Force majeure affecting De Bondt will in any case include, without limitation, the situation in which, after entering into the agreement, it is prevented from complying with its obligations under the agreement or preparing for that (in full and/or on time), as a result of (a threat of) war, riots, storms, floods, strikes, transport problems, fires and government measures, including but not limited to import and export restrictions, operational breakdowns and defaults on the part of (sub)contractors, factory sit-ins, government measures, failures in the supply of power/water, defaults on the part of its own suppliers and all other causes that arise through no fault of De Bondt and are not at De Bondt's risk.
- 14.2. In the event of force majeure, De Bondt is authorised to, at its discretion, terminate the agreement in full or in part, or suspend delivery until the force majeure has ceased to exist, without this resulting in De Bondt being liable to pay the Purchaser any compensation.
- 14.3. In the event of force majeure affecting De Bondt, the Purchaser will only be authorised to terminate the agreement after sixty (60) days, and only in respect of the part of the agreement that has not been complied with yet. This will not result in De Bondt being liable to pay the Purchaser compensation.
- 14.4. To the extent that De Bondt had already partially fulfilled its obligations under the agreement by the time the force majeure commenced, or will be able to partially fulfil them, this partial fulfilment will be ascribed an independent value, and De Bondt will be authorised to invoice such partial fulfilment separately. The Purchaser is obliged to pay such an invoice as if it were a separate agreement.

15. Confidentiality

- 15.1. Both parties are obliged to observe secrecy with respect to all confidential information obtained from each other or from other sources within the framework of their agreement. In addition, the Purchaser is obliged to observe secrecy with respect to any confidential information that it receives or received in the tender/offer stage. Information is considered to be confidential if a party has specified that it must be treated confidentially or if the confidential nature of the information is evident. Price information and delivery periods De Bondt provides to the Purchaser will in any case be considered to be confidential.
- 15.2. Violation of or a failure to comply with the obligations under Article 15.1 of these General Terms and Conditions will result in the Purchaser being liable to pay De Bondt an immediately due and payable penalty of €1,000 (in words: one thousand euros) per violation for every day it continues to be in default. In the calculation of the penalty, part of a day will be viewed as a whole day. In addition, De Bondt reserves the right to claim full compensation from the Purchaser.
- 15.3. If, by virtue of a statutory provision or a court decision, De Bondt is obliged to disclose confidential information to a third party designated by the law or the competent court, and De Bondt is unable to claim the right to refuse to give evidence on the subject, which is either a statutory right or a right recognised or permitted by the competent court, De Bondt will be under no obligation to pay damages or compensation, and the Purchaser will not be authorised to terminate the agreement (on account of any damage arising as a result thereof).

16. Notices

- 16.1. Unless otherwise agreed, all notices from the Purchaser regarding the entry into an agreement or the performance of the agreement must be sent in writing.
- 16.2. Actions for performance and notices of default by the Purchaser must be sent by registered letter, clearly indicating what the Purchaser expects of De Bondt and within which term De Bondt is expected to comply. The same applies to the setting of any other term and any reliance on the termination of the agreement. A reliance on termination of the agreement by the Purchaser must be clearly substantiated.

17. Disputes

- 17.1. All tenders and offers of De Bondt, (the formation of) agreements between the Purchaser and De Bondt and the performance thereof are exclusively subject to Dutch law. Applicability of the Vienna Sales Convention (CISG) is hereby expressly excluded.
- 17.2. Any dispute between De Bondt and the Purchaser will be settled by the Court of Noord-Nederland in Assen. However, De Bondt will be authorised to bring the Purchaser before another court that is competent under the law.
- 17.3. These General Terms and Conditions were drawn up in various languages; the Dutch text prevails in the event of differences between the Dutch version and any version in another language.

