

## General Conditions of Bosscher International, residing in Papendrecht

### Applicable from 7 April 2020

#### 1 Definitions

- 1.1 *Supplier*: with supplier is meant Mr. Pieter Daniel Bosscher trading under the name Bosscher International, residing in (3356 LK) Papendrecht at the Rosmolenweg 9C, registered in the Trading Registry of the Chamber of Commerce under the number 30183557.
- 1.2 *Customer*: the counter-party, natural person or legal entity that trades in the practice of a profession or company, that has entered into an agreement or wishes to do so with Supplier.
- 1.3 *Consumer*: the counter-party, natural person that does not trade in the practice of a profession or company, who has entered into an agreement or wishes to do so with Supplier.
- 1.4 *Agreement*: every Agreement that has been entered into between Supplier and the Customer, each alteration or addition thereof, as well as all (legal) acts of preparation and/or performance of that Agreement.
- 1.5 *Distance Agreement*: an Agreement that has been entered into between Supplier and a Consumer in the context of an organized system for remote sale of products, digital content and/or services, with which one or more techniques for communication at distance up until the moment of entering the Agreement exclusively or jointly is used.
- 1.6 *Order*: every assignment of the Customer to Supplier to deliver products, in whatever form.
- 1.7 *Products*: all goods that have been produced or delivered by and/or for the account of Supplier, for the realisation of the Agreement that has been entered into by the Supplier and the Customer, as well as ancillary services to be provided by Supplier.

#### 2 Applicability

- 2.1 These general conditions are applicable on every Agreement between Supplier and the Customer, unless parties have explicitly agreed otherwise in writing. A reference by the Customer to its own general conditions is explicitly rejected by Supplier.
- 2.2 Before entering into an Agreement, the contents of these general conditions will be made available to the Customer. In the event that this is not possible, Supplier will express, before the Agreement is entered into, in which manner the general conditions can be seen and that these will be sent at the request of the Customer as soon as possible and free of charge.
- 2.3 Customer accepts the applicability of these general conditions on all Agreements Supplier and Customer enter into.
- 2.4 Whenever in these general conditions is spoken of the Customer, also aside from the Customer as described in article 1.2 of these general conditions, the Consumer as described in article 1.3 of these general conditions is meant. Whenever the definition Consumer is used in these general conditions, then that stipulation specifically refers to the Consumer as described in article 1.3 of these general conditions, because on that point specific legal statutes concerning consumers are applicable.

#### 3 Offer, realization and prices

- 3.1 Offers from Supplier in which form in any way are noncommittal, unless explicitly mentioned differently.
- 3.2 Offers from Supplier are valid for the duration of 30 days, unless explicitly mentioned differently.
- 3.3 The conformation of order of Supplier is binding for the size and nature of the Agreement. Obvious errors and obvious mistakes in an offer will not bind Supplier.

3.4 Supplier is merely bound to the offer, when the Customer has accepted the offer within the period of validity as mentioned in article 3.2 of these general conditions.

3.5 The Agreement will be realized when Supplier confirms the Order of the Customer in writing, or when Supplier performs accordingly to the order.

3.6 Prices mentioned in the offer are expressed in Euros, excluding VAT. Shipping costs are not included in the mentioned prices.

3.7 In case of a Distance Agreement, entered into between Supplier and a Consumer, all mentioned prices in the offer are expressed in Euros, including VAT. Shipping costs will also be mentioned on the offer.

#### 4 Cancellation

4.1 The Customer is entitled to cancel an Agreement before Supplier has begun with the performance of the Agreement provided he compensates the Supplier for the damages occurred through this. Damages include suffered losses and missed profits by Supplier and in any case the costs that Supplier already has made in preparation of the Agreement, amongst which the purchased goods, invoked services and stocking.

4.2 In case of a Distance Agreement, entered into between Supplier and a Consumer, the Consumer is entitled to terminate the Agreement without given reason during a 14 day reflection period, taking effect on the day the Consumer has received the agreed upon Products.

4.3 The Consumer explicitly is not entitled to terminate the Distance Agreement as meant in article 4.2 of these general conditions, in the event the realized Agreement concerns the delivery of Products that have been manufactured in accordance with the specifications of the Consumer, are not prefabricated and that are being constructed on the basis of the preferences of the Consumer.

4.4 The Consumer that uses his right to terminate the Distance Agreement, is obliged to return the agreed upon Products to the Supplier as soon as possible, or at least within 14 days after he has declared to use his right to terminate the Agreement. The Consumer bears the costs for returning the Products.

4.5 In the event the Consumer uses his right to terminate the Distance Agreement without reason within the reflection period, the Supplier shall reimburse the payments of the Consumer, including any delivery costs, within 14 days after the Consumer has declared to use his right to terminate the Agreement without reason.

#### 5 Billing and payment

5.1 Payment has to be done within 30 days after the billing date by payment of the owed amount on a bank account given by Supplier, unless parties have explicitly agreed otherwise in writing.

5.2 If any dispute arises between Supplier and the Customer with regard to the performance of the Agreement, Customer is explicitly not entitled to suspend his payment obligation in accordance with the Agreement. Any appeal on settlement by the Customer is explicitly excluded.

5.3 If the Customer does not pay in time, the Customer will by law be in default without it being necessary for a written notice of default. From the moment the Customer is in default, the Customer owes a contractual fine of 2% per month on the claimable amount, with which a part of a month is counted as an entire month. Supplier is also unabatedly entitled to claim the extralegal and court costs on the Customer, among which costs concerned are Lawyers' costs and Bailiff costs. The extralegal and court costs are fixed at 15% of the claimable amount, with a minimum of EURO 100,00.

5.4 Payments of the Customer in the first place reduce the extralegal and court costs, further they reduce the contractual interest and lastly they reduce the claimable amounts on the bill, at which moment the oldest outstanding bill is shall be cleared first.

## 6 Retention of ownership

6.1 Every delivery of Products by Supplier to the Customer occurs under the retention of ownership of those products until the Customer has done all that which he is required conform the Agreement, including interest and costs.

6.2 Customer shall only be entitled to sell and transfer the Products delivered subject to retention of ownership to third parties in the context of its normal daily business operations after Customer has fulfilled its payment obligation towards Supplier under the Agreement, including interest and costs.

6.3 When selling the Products delivered subject to retention of ownership to a third party, the Customer shall also be obliged to stipulate a retention of ownership. Furthermore, at the time of sale of the Products delivered subject to retention of ownership to a third party, Customer shall be obliged to explicitly indicate in writing that the Products delivered by Supplier to Customer have been delivered subject to retention of ownership.

6.4 The buyer is obliged to safeguard the Products delivered under retention of ownership with necessary care and to keep them recognizable as own property.

6.5 When the buyer fails in the performance of his payment obligations towards Supplier under the Agreement, or he gives Supplier valid reason to suspect that the Customer will fail in his obligations, Supplier is entitled to take back all the Products delivered under retention of ownership. The Customer has to cooperate with that.

## 7 Delivery and risk

7.1 Supplier is required to conduct his obligations under the Agreement with the necessary caution.

7.2 The Customer is required to do all which is reasonably necessary or preferable to make a timely delivery by Supplier under the agreement possible.

7.3 The agreed upon delivery time is not a fatal deadline. When delivery by Supplier is not in time the Customer requires to put Supplier in default by way of a written notice of default.

7.4 The agreed upon Products are considered to be delivered when the Products are ready to be shipped to the Customer, unless parties have explicitly agreed otherwise in writing.

7.5 Until the moment of delivery of the agreed upon Products as mentioned in article 7.4, the ownership and risk of the agreed upon Products are for the Supplier. From the moment of delivery the ownership and risk of the agreed upon Products are for the Customer.

7.6 The shipment of the agreed upon Products is always on account and for the risk of the Customer, even if delivery at the cost of Supplier is agreed upon.

7.7 In deviation of article 7.5, in case of a Distance Agreement, entered into between Supplier and Consumer, the ownership and risk of the agreed upon Products are for the Consumer from the moment he receives the Products.

## 8 Termination

8.1 Every Agreement entered into between Supplier and Customer can immediately and without a specific notice of default be terminated at each shortcoming of the Customer in the compliance of any obligation under the Agreement, unabatedly the right of Supplier to claim additional damages.

8.2 Supplier is furthermore authorized to terminate the Agreement without a prior notice of default, in the event:

a) the Customer is declared bankrupt, applies for his

own bankruptcy, or applies for receivership;  
b) the Customer transfers the company entirely or partially to a third party;  
c) Supplier receives information after the Agreement has been closed of circumstances that give him a valid reason to fear that the Customer will not comply to its obligations under the Agreement.

## 9 Liability

9.1 The liability of the Supplier under the Agreement on the basis of non-fulfilment of the obligations under the Agreement or from something else, is limited to compensation of direct damages and is maximised to the amount of the billing amount excluding VAT as agreed upon under the Agreement.

9.2 With the exception of deliberate or intentional recklessness from Supplier, Supplier can only be held to reimburse direct material damages, suffered by the Customer. In any case this does not entail: consequential damages, corporate damages, other indirect damage and damages as a result of liability towards third parties, production loss, loss of revenue or profit or a decline in value or loss of Products.

## 10 Competent judge, applicable law and residual determination

10.1 In deviation of the legal rules for relative competence of the civil judge, parties will submit all disputes that have a connection with an Agreement between Supplier and the Customer to the competent judge of the court of Rotterdam.

10.2 In the event there is a Distance Agreement, closed between Supplier and the Consumer, all disputes will be submitted to the civil judge that is competent to take notice of the dispute according to the legal rules.

10.3 Agreements between Supplier and the Customer are exclusively governed by Dutch law.

10.4 When one or more terms of these general conditions are void or are declared void, then this will not affect the validity of the other terms. In that case, parties shall replace the void or nullified term/condition with a valid term/condition that matches with the intention of the term/condition it replaces.