

General Conditions ADEZZ® B.V.

By placing your order you will agree with the delivery, warranty and payment terms of ADEZZ® BV. ADEZZ® BV reserves the right to change the delivery, warranty and payment terms. For a closed purchase agreement, the terms and conditions apply to the date of the invoice stated on the invoice.

Article 1 Definitions

In these general terms and conditions of delivery, the following terms are used in the following sentence, unless explicitly stated otherwise:

- ADEZZ® BV

The company with the trade name "ADEZZ® BV", located in Uden (The Netherlands).

- The website:

The website of ADEZZ®.nl and all the underlying pages with explicit exception to the links posted on the website.

- Product:

The item or items that have to be delivered to the customer by the conclusion of the agreement between ADEZZ® BV and the customer within an agreed term and for which the customer has to pay the agreed price.

- Customer:

Any natural person who deals with ADEZZ® BV. As referred to in book 7, title 't, section 9A BW.

Article 2 Applicability

1. These Terms and Conditions apply to any offer and / or quotation, as well as any agreement between ADEZZ® BV and the customer, as well as the accomplishment of the agreement.

2. General and / or special terms of the buyer do not bind the seller unless the seller has accepted the applicability of such terms in writing in so many words.

Article 3 Offers, quotations and orders

1. Images, (technical) drawings, sizes and weights of products to be supplied are as accurately as possible on the website. However, an article may differ from the pictures shown on the website. However, ADEZZ® BV is not liable for (the consequences of) errors and / or deviations therein. For clarity describe the size and composition of the planters. The images are therefore merely illustrative in nature and therefore no rights can be derived from this.

2. The prices in the mentioned offers, quotations and / or orders are exclusive of sales tax (VAT) import duties, other taxes and charges, costs of quality control and transportation.

Article 4 Agreement

The agreement is concluded when the customer has completed an order and ADEZZ® BV has sent the customer an order confirmation by e-mail.

If a quote has been made at the customer's request by ADEZZ® BV, the agreement will be concluded as soon as the customer has accepted this offer by e-mail and ADEZZ® BV has sent the customer an order confirmation in accordance with the Customer accepted offer. This will conclude the agreement.

What is stated in paragraph 2 of this article is also fully applicable to orders and / or quotations relating to custom-made and customized products, in other words for all non-standard products which cannot be delivered or offered as such.

The right to terminate the agreement does not apply to:

- Products made in accordance with the specifications of the buyer; If an order issued by the buyer is cancelled in full or in part, he shall compensate for the damage caused by the seller. The damage is calculated with 85% of the net invoice value of the cancelled order. Proof of higher damage remains reserved. Custom work cannot be cancelled. Products described in the order with * can also not be returned because they are produced on order.

Article 5 Delivery

1. ADEZZ® BV will endeavor to deliver within the specified time limits. However, the delivery terms stated in the quotation or on the website of ADEZZ® BV are never valid as deadlines. The delivery time for ADEZZ® BV's custom delivery will not be effective until the customer has approved the drawing. In case of non-timely delivery ADEZZ® BV is first entered default after a written notice, providing a further and reasonable time limit for delivery which is at least equal to 30 days, while the customer is obligated to purchase.
2. In case of failure after notice of default, ADEZZ® BV will consult with the customer regarding compliance or cancellation of the agreement. The customer can only claim compensation for damage, if agreed in writing in advance. Any compensation due by ADEZZ® BV will never exceed that part of the invoice amount, which relates to the non, non-timely or non-fully delivered products.
3. Unless otherwise agreed in writing, delivery will take place at ADEZZ® BV distribution centre. The products to be delivered are at the expense of the customer from the moment of leaving the distribution centre. If and as far as ADEZZ® BV carries out the transportation of the products, this does not affect the provisions of this article. The mode of transport is determined by ADEZZ® BV. The customer is obliged to receive and redeem the products at the agreed place of delivery.
4. If ADEZZ® BV regulates the transport of goods, whether or not on behalf of the customer, ADEZZ® BV is free in the choice of the package, the carrier and the route to be followed. If ADEZZ® BV also carries out transport insurance, this does not affect the provisions of this article and will provide the customer with additional products if required.
5. From the moment the products are at the expense of the customer, the customer cares for adequate insurance of the products against all possible risks, such as - but not limited to - loss, theft, damage and / or the abandonment of the goods.
6. ADEZZ® BV has the right to deliver in parts, in which case any such sales between the parties have been agreed upon on each delivery separately. ADEZZ® BV is entitled to invoice the relevant share sale pro rata.
7. If the date of actual delivery is postponed on request or due to the customer's involvement, the customer requests partial deliveries and / or the products are not collected, the risk for the products will nevertheless be transferred to the customer as from the moment these products are identified as "customer products" in the administration and / or storage space of ADEZZ® BV. ADEZZ® BV is then entitled to invoice the products to the customer. Any costs of additional transportation, storage, insurance and other additional costs are at the expense of the customer.
8. The customer should check upon delivery if the products are equal to the agreement (right product, right quality, proper quantity, absence of damage, etc.). If the products do not respond to the agreement, the customer may not reconsider if, in the event of visible defects, ADEZZ® BV has not been informed within 2 working days of delivery, and in case of invisible defects within 2 days after discovery at least no later than 7 days after delivery, in writing and with an explanation. Furthermore, the right of advertising from the customer expires if he does not cooperate adequately with ADEZZ® BV's investigation into the merits of the complaint submitted. The customer will give ADEZZ® BV the opportunity to view the products.
9. Changing technical insights into the industry and / or government regulations is at the risk of the customer. Minor or technically unavoidable variations in quality, quantity, size, colour, size, etc. do not constitute grounds for advertising. The same applies to colour differences due to light and / or weather influences.
10. Returns are accepted only after prior written approval of ADEZZ® BV. The costs and risks associated with return shipments are at the risk of the customer.
11. If the products delivered are defective and comply with all of the above-mentioned procedural requirements, ADEZZ® BV will either repair the defective product or replace it with a non-defective product or credit the amount corresponding to the complaint to the customer. Entirely free choice of ADEZZ® BV. ADEZZ® BV is not liable for any defects caused by the customer.

Article 6 Warranty

The products provided by ADEZZ® BV will be subject to a downside guarantee for, in principle, the duration of 5 years. However, if our supplier or manufacturer responds to a short warranty period, that shorter term applies as the warranty period agreed between the customer and ADEZZ® BV.

The obligations arising from the warranty do not extend beyond what the supplier of ADEZZ® BV and / or the manufacturer of the product and / or products has been held in accordance with the warranty terms and conditions applied by that supplier and / or manufacturer.

Deviations from the relevant colour, abrasion resistance or such like, which are technically acceptable in accordance with the applicable common standards, cannot give rise to any claim as a result of, or lead to, the obligation to replace the delivered and / or damages.

The customer is obliged to take note of the product manual on the website that the customer can download.

The customer will never be able to rely on the warranty if the defect arises due to improper assembly, injudicious or improper use, or when, without the written permission of ADEZZ[®] BV, the customer or third parties have made or attempted to make changes to the product and / or products and / or this product and / or products used for purposes for which the product and / or products are not intended.

Article 7 Shortages/Damage

The customer must then check for visible defects upon delivery of the product and / or products and / or the delivery may correspond to the agreement.

Objections of visible defects and / or non-delivery in accordance with the order confirmation must be made in writing within 48 hours after delivery, in case of expiry of right.

In case of a timely complaint, the customer is not entitled to suspend her payment obligations.

All objections, of any kind, may only give rise to replacement of the delivered or if reasonably impossible, refund of the purchase price.

Article 8 Force majeure

ADEZZ[®] BV is not required to comply with any obligation arising from any agreement as meant in these terms if ADEZZ[®] BV is obstructed as a result of a circumstance that is not due to its fault and neither by virtue of the Law, or traffic conceived in its own right, including any external causes, provided, or unforeseen, or unforeseeable, to which ADEZZ[®] BV cannot influence, this includes strikes at the company of ADEZZ[®] BV.

ADEZZ[®] BV also appeals to force majeure as referred to in paragraph 1, if such force majeure arises after ADEZZ[®] BV has complied with its obligations.

If the force majeure continues for more than two months, both parties are entitled to invoke the termination of the agreement.

Article 9 Payment

1. Products delivered to the customer are calculated at the prices of ADEZZ[®] BV for the relevant products valid on the day of delivery, even if explicitly another price has been agreed. If the price charged is more than 10% higher than the initially agreed price, the customer is entitled to dissolve the agreement in writing immediately after the customer has been informed of the price increase. Thereafter the right to dissolve will expire. The customer is not entitled to dissolve the agreement on this ground if the price increase is the result of government measures or freight rates.

2. All prices are exclusive of VAT, packaging and / or packaging costs, removal fees and any other taxes and charges payable by government as applicable at the time of delivery, unless expressly stated otherwise. Unless otherwise agreed, dispatch, transportation and / or postage costs and costs relating to the insurance of the products are borne by the customer.

3. Payment to ADEZZ[®] BV must be made within 14 days of the invoice date in a manner indicated by ADEZZ[®] BV. Delivery will only take place after full payment has been received, unless otherwise agreed by the parties in writing.

4. Payment will be effective in the invoiced currency and without settlement, discount or suspension. ADEZZ[®] BV is authorized to claim amounts due at any time by the customer with amounts due or due to ADEZZ[®] BV or a related company.

5. If payment is not received within 14 days of the invoice date, at least within the agreed payment period, the customer will be in default without further notice of default. In case of default, all payment obligations of the customer are immediately due and the customer is obliged to pay compensation to ADEZZ[®] BV of a delay interest on amounts due equal to 1.5% per month to the day of overall compliance.

6. If there is good reason to fear that the customer will not strictly comply with its obligations, all claims of ADEZZ[®] BV are immediately due on the customer and the customer is obliged at the initial request of ADEZZ[®] BV immediately

adequate and in the form desired by ADEZZ[®] BV for the fulfillment of all its obligations. As long as the customer has not met, ADEZZ[®] BV is entitled to suspend compliance with its obligations.

7. If ADEZZ[®] BV is obliged to pay for its debt collection due to the absence of a customer, not a consumer, all associated costs, such as administrative costs, extrajudicial and judicial costs, as well as costs for a bankruptcy request on behalf of the customer. The extrajudicial collection costs amount to at least 15% of the unpaid amount with an absolute minimum of € 250.-

8. The customer can only object to an invoice within 8 days after the invoice date. At the end of the term the customer is deemed to have agreed to the relevant invoice.

9. Payments by or due to the customer shall in succession cover the extrajudicial collection costs owed by the customer, the judicial costs, the interest payable and thereafter in order of age of the outstanding principal, despite any direction to the contrary by the customer.

Article 10 Disputes

All disputes, which are only perceived as such by one of the parties, must be submitted exclusively to the competent judge in the court of 's-Hertogenbosch.

However, ADEZZ[®] BV is free to submit the dispute to the legally competent Dutch court.

Any agreement between ADEZZ[®] BV and the customer is governed exclusively by Dutch law, with the exception of any other law.

Article 11 Retention of title

1. ADEZZ[®] BV shall retain ownership for all of the business until the following obligations have been fulfilled completely: the customer's outstanding performance for all products delivered or to be delivered by ADEZZ[®] BV; and all claims by ADEZZ[®] BV on the customer due to the failure of the customer in fulfilling his obligations.

2. If the retention of title is claimed, the customer is not entitled to reimbursement of the custody costs, nor can he claim a retention right in the matter.

3. If the customer is in default of the obligations referred to in these terms and conditions or if ADEZZ[®] BV believes in its judgment that the customer will not fulfill his obligations, ADEZZ[®] BV is entitled to recoup the products that belong to it from the place where they are located. The customer already provides ADEZZ[®] BV with irrevocable authorization to enter the premises at or for the customer. In the event that the customer does not comply with the provisions of this article member at first request, the customer forfeits ADEZZ[®] BV a direct claimable fine equal to 10% of the amount owed by the customer to ADEZZ[®] BV per day.

4. The customer is authorized to sell the products under title, if and as necessary, by selling or using solely for the purpose of the normal exercise of his business. In case of sale the customer is obliged to supply these products as well as subject to this reservation of title and in accordance with the provisions of this article. Exception applies to the situation in which the customer has been bankrupted or moratorium of payment, in which case resale under the normal practice of the company is not permitted. The customer is not authorized to provide the property delivered to third parties in pledge or to provide security in the broadest sense of the word to third parties and / or to impose any limited right on them.

5. The customer is obliged to keep the goods delivered under title reservation carefully and as a recognizable property of ADEZZ[®] BV and to ensure that it is adequately protected against all business and other risks (including - but not limited to - fire, theft, water damage, explosion , etc.). At the first request of ADEZZ[®] BV the customer will provide copies to ADEZZ[®] BV of the applicable insurance policies, including proof of timely premium payment.

6. On delivered products that are owned by the customer - or processed - and are still in the hands of the customer, the customer hereby establishes a pledge for the purpose of ADEZZ[®] BV to guarantee the fulfillment of claims , other than those mentioned in paragraph 1 of this article (including - but not limited to - future claims) that ADEZZ[®] BV should have or obtain on the customer. At the first request of ADEZZ[®] BV, the customer will hand over the items covered by this pledge to ADEZZ[®] BV to realize a fist property. This article applies accordingly.

7. The Customer is also obliged at the first request of ADEZZ[®] BV: any customer claims on insurers regarding the products referred to in this article to ADEZZ[®] BV; And / or any claims by the customer on its debtors relating to the goods referred to in this article to ADEZZ[®] BV; And / or in other ways to cooperate in all reasonable measures that

ADEZZ® BV wishes to take in order to protect its interests and / or proprietary rights, provided that the measures to be taken do not adversely affect the customer in his business.

Article 12 Right of withdrawal

If the customer decides to return the product and / or products, it must clearly illustrate the complaint using photo material. Without clear image material no product and / or products will be taken back.

If the customer decides to return the product and / or products, the costs of the return are on behalf of the customer, ADEZZ® BV does not need to accept cash on delivery parcels. Any damage that occurs during the return is for the account and responsibility of the customer.

In addition, ADEZZ® BV only has to accept returns of product and / or products if:

The product and / or products have not been established in accordance with the specifications of the buyer.

The product and / or products are fully complete in original packaging and in original condition.

The product and / or products are clean.

The product and / or products have not been or have been mounted in any way.

With associated mounting materials, as applicable, are fully present, and are in original packaging, as are the original manuals and supplied accessories.

Article 13 Liability

1. In the event of defects of delivered products ADEZZ® BV's liability is limited to compliance such as the agreed warranty terms. In all other cases, ADEZZ® BV's liability is limited to compensation for damage caused by the intent or gross negligence of her or her employees. ADEZZ® BV is not liable for any other damages, in any form or any kind.

2. ADEZZ® BV is not liable for (consequential) damage arising from ADEZZ® BV (or intermediaries, representatives and employees advised by ADEZZ® BV) in the broadest sense of the word, such as (but not limited to) loading, unloading, transportation, storage, use, composition and / or suitability of products supplied by her or third parties.

3. In no event shall ADEZZ® BV be held to pay a higher amount than its own in respect of the loss for which it is held liable for its insurers to increase its claims at its own risk under that insurance. If insurers are not entitled to compensation or the loss is not covered by insurance, ADEZZ® BV's liability is limited to damage up to a maximum of the net invoice value of the relevant delivery but in any case up to a maximum of € 10,000, - including decomposition damage.

4. ADEZZ® BV deals with all legal and contractual remedies which, in support of its subordinates, may be invoked by its subordinates for the purpose of asserting its own liability to the non-subordinates for whose conduct ADEZZ® BV would be liable under the law and the suppliers of ADEZZ® BV.

5. Any liability of ADEZZ® BV to the customer expires after 1 year after the products have been delivered to the customer.

6. ADEZZ® BV is not liable for delay, non-or incorrect delivery as a direct or indirect consequence of force majeure. Force majeure means, inter alia, any circumstance beyond the will and adherence of ADEZZ® BV which prevents or hinders the normal performance of the agreement so that it cannot reasonably be desired from ADEZZ® BV such as strike, illness and / or excessive absenteeism, lack of persons, raw materials and / or material, government measures including import and export measures, shortcomings on behalf of third parties engaged by ADEZZ® BV (including suppliers), defects and / or damage to means of production, congestion and / or interference in traffic, etc. ADEZZ® BV may also invoke force majeure if the relevant circumstance caused by force majeure has occurred after ADEZZ® BV had to deliver.

Article 14 GDPR

1. When registering on our website, requesting a quote or ordering products, your e-mail address will be added to our mailing list. With this we keep you informed of important developments and changes at ADEZZ® BV.

2. Your e-mail address, telephone number and delivery address will be provided to our external carrier to handle the delivery announcement and deliver to the right address.

3. If you have entered data from your customer, these will be stored for 5 years for warranty conditions. Afterwards

these are automatically deleted.

4. To ensure that no undesirable data from you or your client ends up with undesirable persons or companies we will take the following measures:

- If you have entered data from your customer, these will be stored for 5 years for the warranty conditions. After 5 years they will be automatically deleted.
- The bank account details with which you make payments to us are only stored in our accounting software. Just the employees at the administration have access to this.
- Your IP address is checked once when creating an account and not saved.
- Our employees must have a 'Declaration on good behaviour' to be able to work at ADEZZ[®] BV.