

GENERAL TERMS AND CONDITIONS

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1. DEFINITIONS

1.1 In these general terms and conditions, the following terms shall have the following meanings:

- (a) Clause:** means a clause of these General Terms and Conditions;
- (b) Client:** means a person who operates in - or pursues professional or commercial activities (handelend in de uitoefening van beroep of bedrijf) and enters a Contract with Supplier;
- (c) Contract:** means a contract effected between Supplier and the Client, including any amendment or addition to said Contract, as well as all (legal) acts for the preparation or execution of the contract;
- (d) Force Majeure:** has the meaning as ascribed thereto in Clause 10;
- (e) General Terms and Conditions:** means these general terms and conditions used by Supplier;
- (f) Product(s):** means all products to be delivered by Supplier to the Client under a Contract;
- (g) Supplier:** means ADEZZ B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its corporate seat in Uden, and maintaining a place of business at (5405 AG) Uden at Liessentstraat 4, the Netherlands, registered in the Dutch Trade Register under number 51058782;
- (h) Website:** means the website <https://www.adezz.com/en-gb>.

2. APPLICABILITY

- 2.1** The present General Terms and Conditions are applicable on every offer made by Supplier, any order placed by the Client, to every Contract effected between Supplier and the Client and on all transactions conducted with Supplier.
- 2.2** The General Terms and Conditions will be made available to the Client either by regular mail or by electronic mail in such a way that the Client can easily file it for future reference. If this is not reasonably possible, before the Contract is concluded, it will be indicated where the General Terms and Conditions can be consulted electronically, and they will be sent to the Client free of charge at his/her request electronically or in any other way.

- 2.3** The applicability of certain delivery or payment conditions or other terms and conditions by the Client to Supplier is explicitly rejected.
- 2.4** The General Terms and Conditions are also applicable on transactions with the Client in case Supplier is using a third party to execute the transaction.
- 2.5** Deviations or additions to the General Terms and Conditions during any individual transaction are only applicable to that specific transaction and do not have any general validity. Such deviations are only valid if there is a written confirmation between Supplier and the Client.
- 2.6** The Client is obligated to accept the General Terms and Conditions before the conclusion of a Contract, in the absence of which the Contract will not be concluded.
- 2.7** In case one or more provisions of the General Terms and Conditions have been declared partially or completely invalid, the other conditions will continue to be applicable and the provision in question will be replaced without delay, in mutual consultation, by a provision that approximates the scope of the original as much as possible.

3. OFFERS

- 3.1** Offers by Supplier are non-binding unless a period for acceptance is part of the offer. Supplier is entitled to change, modify, and withdraw its offer. Supplier explicitly reserves the right to change prices if so required.
- 3.2** Supplier is not obliged to deliver a Product for the price that is quoted in an offer if such price is based on a printed or written error or is based on an obvious mistake. The Client has no right to a lower price if any given Product is offered at such a price by another sales channel of Supplier, or any other company related to Supplier.
- 3.3** Images, drawings, measurements, and other descriptions of the Products are as accurate as possible, though not legally binding. Small deviations are allowed and do not give the Client any legal rights.

4. CONTRACT

- 4.1** A Contract shall be concluded, without prejudice of what is stated in Clause 4.4, with the acceptance of the offer by the Client and completion of the agreed upon conditions. Orders by phone only lead to an agreement after written confirmation by Supplier.



- 4.2** In case the Client has accepted an offer via electronic methods, Supplier will immediately confirm acceptance via the same method.
- 4.3** If and to the extent that the Contract is formed electronically, Supplier will take suitable technical and organisational measures to secure the electronic transfer of data and provide a safe digital environment. If the Client can pay electronically, Supplier in cooperation with its providers shall take appropriate security measures.
- 4.4** Subject to applicable law, Supplier has the right to investigate and/or ask the Client for information regarding the Client's ability to fulfil his/her/its financial obligations, and regarding the facts and circumstances that lead to any conclusion whether Supplier wants to finalise a Contract. If this investigation gives Supplier reasonable grounds not to enter a Contract, Supplier has the right not to accept an order or to add special conditions to a Contract.
- 4.5** After a Contract is concluded between Supplier and the Client, Supplier will provide the Client with an envisaged delivery date. If and to the extent that due to acts or omissions of the Client, Supplier is unable to deliver the Product(s) on the announced delivery date or within a period of four (4) weeks thereafter, Supplier has the right to increase the purchase price in line with the increase of the Eurozone Producer Price Index.

5. DELIVERY

- 5.1** Unless otherwise agreed, Products will be delivered DAP as defined by the ICC INCOTERMS - the edition current at the formation of the Contract.
- 5.2** Place of delivery will be the address given by the Client to Supplier.
- 5.3** If the Client has provided an incorrect address for the delivery, Supplier has the right to charge extra delivery costs to the Client.
- 5.4** Dates of delivery are estimates as quoted by Supplier and are not to be considered as final deadlines (fatale termijn). The mere lapse of a delivery time does not entitle the Client to damages, termination for cause (ontbinding) of the Contract, or non-performance of any obligation on the part of the Client arising from the Contract or any connected Contract, such with the exception of the provisions in Clause 5.6. Supplier will never be liable for any special, consequential, indirect or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability.

- 5.5** Supplier does its best to keep the Website as up to date as possible. In case delivery of an ordered Product is no longer possible, Supplier will do its utmost to supply a substitute Product. The Client will be informed within thirty (30) days after placing the order if the ordered Product is no longer available and will be presented with the option of a substitute.
- 5.6** If a Product cannot be delivered, the Client will be notified within thirty (30) days. In that case, the Client has a right to terminate (opzeggen) the Contract without any money being due. The Client has no right to claim damages. In case of termination (opzegging) in accordance with this Clause 5.6, Supplier will refund the amount paid by the Client as soon as possible, but at the latest within fourteen (14) days after termination (opzegging).
- 5.7** The Client is obliged to accept the Products at the agreed place/places at the moment Supplier delivers them or has them delivered or at the moment they are made available to him/her/it according to the Contract. If the Client fails to do so, he/she/it shall bear the resulting costs thereof, including the shipping costs.
- 5.8** If the Client refuses or neglects to provide information or instructions that are necessary for delivery, the Products destined for delivery will be stored at the expense and risk of the Client.

6. PRICE AND PAYMENT

- 6.1** All prices quoted by Supplier are excluding VAT.
- 6.2** Unless provided otherwise in writing between the parties, the invoices shall be due for payment immediately and shall be settled no later than on the thirtieth (30th) day counting from the date of invoice, without any cash discount or other deduction allowed. Invoices will be send ultimately two (2) days after delivery. If payment is delayed, the Client will owe interest on that sum to Supplier with effect from the day following the day agreed as the final day of payment up to and including the day on which the Client settles the amount in question. If the parties have not agreed on the final day of payment, the interest is due from thirty (30) days after the sum has become due and payable. The interest is twelve percent (12%) per year but is equal to the statutory commercial interest (wettelijke handelsrente) if this is higher. For the interest calculation, a part of the month is considered to be a full month. At the end of each year, the amount on which the interest is calculated will be increased by the interest due for that year.
- 6.3** The Client can pay for the ordered Products by means of the methods of payment listed on the Website. Payments shall be made to the bank account of Supplier.



6.4 Supplier is entitled to set-off its debts to the Client against claims that Supplier or companies affiliated to Supplier have against the Client. In addition, Supplier is entitled to set-off its claims to the Client against debts that Supplier or companies affiliated to Supplier have against the Client.

6.5 For overdue payments, the Client owes Supplier all extrajudicial costs with a minimum of EUR 40. These costs are calculated on the basis of the following table, i.e., the principal sum plus interest:

(a) on the first EUR 2 500 15%

(b) on the excess up to EUR 5 000 10%

(c) on the excess up to EUR 10 000 5%

(d) on the excess up to EUR 200 000 1%

(e) on the excess from EUR 200 000 or more 0,5%

The extrajudicial costs actually incurred are due if they are higher than the calculation given above.

6.6 The Client has the obligation to immediately report any inaccuracies in payment data provided or mentioned to Supplier.

7. RETENTION OF TITLE

7.1 Supplier supplies the Products to the Client subject to retention of title pursuant to section 3:92 of the Dutch Civil Code until all claims relating to (i) the consideration for the Products delivered or to be delivered by Supplier pursuant to the Contract(s), and (ii) work carried out or to be carried out for the benefit of the Client pursuant to that Contract, (iii) any failure by the Client to comply with the Contract(s), and (iv) claims arising from non-compliance with aforementioned Contracts, such as damage, penalties, interest and costs, have been paid in full.

7.2 The Products delivered by Supplier may not be consumed, encumbered, or resold, except within the normal course of Client's business. This clause affects property rights (goederenrechtelijk effect).

7.3 In case of seizure of the Products or similar acts or interventions by third parties which may result in Supplier losing title to the Products, the Client shall inform Supplier immediately thereof in writing.

8. CONFORMITY AND WARRANTY

8.1 Supplier guarantees that the Product(s) comply with the Contract and the specifications listed in the offer for a period of five (5) years after delivery though wit due observance of the decreasing liability as laid down in Clause 11.

On accessories and parts of the Product(s) Supplier guarantees that they comply with the Contract and the specifications listed in the offer for twenty-four (24) months from delivery.

8.2 Supplier can never be held responsible for the suitability of the Products for every individual application by the Client, nor for any advice given regarding the use or the application of the Products.

8.3 The warranty does not apply when:

(a) the Client has repaired, modified, or processed the Products itself or had a third-party repair, modify, or process the Products;

(b) normal wear and tear or damage;

(c) the delivered Products have been exposed to abnormal conditions or were otherwise used carelessly or were used contrary to the instructions provided by Supplier, which includes the product information sheets, and/or stated on the packaging and maintenance instructions;

(d) the defect is fully or partially the result of (future) government regulations regarding the nature or the quality of the materials used. This can for example be the case with certification of raw materials.

8.4 The warranty does not entitle the Client to a replacement or refund for lost or stolen items.

8.5 The warranty period and process and the product instruction are laid down in the product information sheets, which can be obtained by going to the following website and downloading the file(s): <https://www.adezz.com/en-gb/downloads>.

9. COMPLAINTS

9.1 The Client must notify Supplier in writing of any (visible) defects or incorrectly delivered Products within forty-eight (48) hours after delivery.

9.2 A complaint by a Client that a Product is defective needs to be made within seven (7) days after the Client has discovered the defect and within the warranty period in accordance with Clause 8.1. After this period any complaint is considered past due.



9.3 Each complaint must be accompanied by a receipt date and number, a complete and detailed description of the complaint. The complaint should be detailed enough to enable Supplier to make an educated decision regarding the complaint.

9.4 The burden of proof that the delivered Products are not in conformity to what was agreed upon lies with the Client.

9.5 In case the Client notifies Supplier of a complaint on delivered Products, the Client should make it possible for Supplier to inspect the Products as soon as possible. Supplier will inspect the Products in the most convenient manner which the Client will enable, if necessary, by presenting the Products in person. All reasonable expenses made by Supplier will be the responsibility of the Client in case the complaint is considered ungrounded.

9.6 Minor deviations in the delivered goods in terms of size, colour, shape, and packaging, cannot be a reason for the Client to: (i) terminate for cause (ontbinden) the Contract, (ii) refuse to accept delivery, (iii) claim damages from or file a complaint. The same goes for small modifications of the Products in case these modifications do not change the Product in a material way.

9.7 Complaints submitted to Supplier shall be answered within thirty (30) days from the date of receipt. If a complaint requires a foreseeable longer time to process, Supplier will reply within thirty (30) days with a notice of receipt and an indication of when the Client can expect a more detailed reply.

9.8 In case the Client notifies Supplier of a complaint, the client must give Supplier the option at Supplier's sole discretion to: repair, replace, or redeliver any Products which turn out to be defective within the warranty period. In case defective Products are replaced, title of such defective Products shall pass into Supplier. Supplier shall be given adequate time and opportunity to remedy the defect.

10. FORCE MAJEURE

10.1 Supplier will be excused from any default or delay in the performance of its obligations under a Contract if and to the extent that the default or delay is caused by an event not reasonably foreseeable, or which is due to a cause beyond Supplier's control which renders performance of Supplier's obligations impossible or so difficult and costly as to be commercially unreasonable (Force Majeure).

10.2 Force Majeure in any event includes but is not limited to government orders issued or to be issued which prevent or limit the sale and delivery and/or the use of the Products, a shortage of the Products to be delivered, import or export bans, the failure of the Supplier's suppliers and/or transport companies and/or transport companies to satisfy their obligations or to satisfy these in time, disruptions in the production process for the Products, the inability of Supplier to obtain or retain the necessary permits, strikes or labour unrest, war, disease, epidemics/pandemics, natural and/or nuclear disasters, explosions, acts of terrorism and/or the threat of terrorism and delay in transport of the Products.

10.3 In the event of Force Majeure, upon giving written notice thereof to the Client, Supplier shall be released from any liability on its part for the performance of its suspended obligations under the Contract during the Force Majeure.

10.4 In case of Force Majeure as well as in case of failure to perform by the Client, Supplier has the right to either postpone delivery until the circumstances have changed or if delivery has not taken place yet to partially or completely terminate (opzeggen) the Contract without being held liable for any damages as described in section 78 of Book 6 of the Dutch Civil Code.

11. LIABILITY

11.1 Supplier is never liable for damages or wear and tear caused by usage of the Products. These risks are for the risk and account of the Client.

11.2 The liability of Supplier for a Product under the warranty shall decrease yearly. The liability under the warranty shall:

- (a)** the first year after delivery amount to a maximum of: hundred percent (100%);
- (b)** the second year after delivery amount to a maximum of: eighty percent (80%);
- (c)** the third year after delivery amount to a maximum of: sixty percent (60%);
- (d)** the fourth year after delivery amount to a maximum of: forty percent (40%);
- (e)** the fifth year after delivery amount to a maximum of: twenty percent (20%);

of the paid amount of the purchase price for the Product supplied under the individual Contract in question.



11.3 With due observance of Clause 11.2, the liability of Supplier, based on any Contract or any other legal grounds, will be limited to the lower of (i) one hundred percent (100%) of the amount of the purchase price of the relevant Product as is invoiced under the Contract in question, or (ii) the amount which the insurer of Supplier actually pays out regarding the respective claim.

11.4 Regardless of the legal grounds, Supplier is not liable for any special, consequential, indirect or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability.

11.5 The Client shall indemnify Supplier for any claim in excess of the limitation of liability if the ultimate owner/end-user of the Products or any other third-party can instigate a claim directly against Supplier.

12. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

12.1 If the Client transfers the Products (as well as corresponding documentation and/or works and services, regardless of the mode of provision, and/or including all kinds of technical support) provided by Supplier to a third party worldwide, the Client shall comply with all applicable national and international (re-) export control regulations. In any event the Client shall comply with the (re-) export control regulations of the Netherlands, of the European Union and of the United States of America.

12.2 If required to conduct export control checks, the Client, upon request by Supplier, shall promptly provide Supplier with all information pertaining to a particular end user, destination and intended use of the Products provided by Supplier, as well as any export control restrictions existing.

12.3 The Client shall indemnify and hold harmless Supplier from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by the Client, and the Client shall compensate Supplier for all losses and expenses resulting therefrom.

12.4 Supplier shall not be obligated to fulfil any Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

12.5 The Client shall inform Supplier about the standards and regulations applicable to the Products at the place of business of the Client and/or the place of delivery.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Client hereby acknowledges that all registered and/or non-registered intellectual property rights Supplier has on the Products supplied belong and will continue to belong to Supplier and that the Client shall respect any and all intellectual property rights Supplier has on the Products supplied to the Client under a Contract. The Client shall not use and/or apply to register any intellectual property rights so nearly resembling the intellectual property rights of Supplier on the Products supplied under a Contract as to be likely to deceive or cause confusion.

13.2 The intellectual property rights to the (designs/forms/shapes) of the Products, as well as accompanying texts, images, design, data files, photos and other (still or moving) visual materials, formats, software, brands, domain names and other materials, which arise from the Website, are held by Supplier.

13.3 The Client is not entitled to publish or reproduce (parts of) the Website in any way. The Client may only place a hyperlink to the Website when this is purely for information purposes towards other potential Clients. The placement of a hyperlink for any other purpose, including a commercial aim, is strictly prohibited.

14. PRIVACY

14.1 Regarding the processing of personal data, Supplier is data controller. Supplier determines the purpose and means of the processing. Supplier processes the personal data, and the Client is the data subject. Supplier shall process the personal data in accordance with applicable privacy laws and regulations.

14.2 The privacy statement of Supplier [<https://www.cookiebot.com/en/privacy-policy/>] including potential future amendments is applicable to the use of the Website, any Contract and all services carried out by Supplier. All users of the Website are obliged to comply with all the principles and articles described in the privacy statement.

14.3 Additionally, where the Client uses an electronic method of payment, the Client's personal data will be handled in accordance with the privacy policy of the provider of the electronic method of payment.

15. 15. DISPUTES

- 15.1** Dutch law exclusively governs all Contracts between Supplier and the Client to which these General Terms and Conditions apply. The Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 15.2** Disputes that occur between Supplier and the Client, if needed, will be submitted to the competent court of Oost-Brabant, the Netherlands.
- 15.3** Disputes that occur between Supplier and the Client who is a non-EU/EEA/CH citizen, if needed, will be submitted to the Netherlands Arbitration Institute, and shall take place in accordance with the Dutch Arbitration Institute arbitration rules. The place of arbitration shall be Eindhoven, the Netherlands.

