

Standard Terms and Conditions of

Kruitbosch Zwolle B.V.
Ravensburgstraat 8
8028 PZ Zwolle

Company Registration Number 050142120000

Artikel 1: Scope, definition of terms

1. These Terms and Conditions govern all quotations and all sales agreements of Kruitbosch Zwolle B.V., with its registered office in Zwolle, hereinafter referred to as "Kruitbosch".
2. The purchaser shall be referred to as the "purchaser".
3. For the purposes of these Standard Terms and Conditions "written/in writing" refers to by letter, by email, by fax or any other communication method that may be equated to that in view of the technology and generally accepted opinions.
4. Part or all of the provisions of these Standard Terms and Conditions not being applicable is without prejudice to the applicability of the other provisions.
5. These Standard Terms and Conditions also govern subsequent orders or part-orders that result from this agreement.
6. If Kruitbosch made these Standard Terms and Conditions available to the purchaser on several occasions, this concerns a long-term business relationship. In that case, Kruitbosch does not have to provide the Standard Terms and Conditions on every occasion for those to govern any subsequent agreements.
7. In the event of a conflict between the provisions of the agreement and the text of these Terms and Conditions, the provisions of the agreement prevail.
8. If any provision of the agreement is invalid or non-binding because it is incompatible with mandatory law, the rest of the agreement remains in force, and in good consultation the parties shall replace the invalid and non-binding provision with another that is valid and binding, and with legal consequences that approximate those of the invalid and non-binding provision as closely as possible in view of the nature and tenor of the agreement.

Artikel 2: Concluding agreements

1. The agreement is concluded after the purchaser has accepted the offer issued by Kruitbosch, even if this acceptance deviates from the order on minor points. However, when the purchaser's acceptance deviates from the offer on substantial points, the agreement is only concluded when Kruitbosch has consented to those deviations expressly in writing.
2. If the purchaser issues an order to or places an order with Kruitbosch without a prior quotation, Kruitbosch is only bound by this order after it has confirmed the order to the purchaser in writing.
3. Kruitbosch is only bound by verbal agreements after they have been confirmed to the purchaser in writing or as soon as Kruitbosch - without objection from the purchaser - has started implementing those agreements.
4. Additions or amendments to these Standard Terms and Conditions or the agreement are only binding to Kruitbosch after Kruitbosch has confirmed those to the purchaser in writing.

5. The purchaser placing orders or Kruitbosch delivering goods does not signify entering into or intending a long-term relationship between the parties. Every order by the purchaser and delivery by Kruitbosch is independent. Kruitbosch is entitled at all times - without having to state reasons - to cease deliveries to the purchaser, or where it did concern a long-term relationship to terminate this relationship with a period of notice of 2 (two) months. This is except for any other agreements reached expressly between the parties.

Artikel 3: Offers, quotations, prices

1. All Kruitbosch offers or quotations are without obligation, even when they contain a term for acceptance. If an offer or quotation contains an offer without obligation and this offer is accepted by the purchaser, Kruitbosch is entitled to revoke this offer within 5 working days of receipt of the acceptance.
2. The prices included in the offers and quotations are exclusive of VAT and any costs, such as transport costs, delivery costs, administrative costs and invoices from any engaged third parties.
3. A composite quotation does not oblige Kruitbosch to fulfil part of the offer included in this quotation against a corresponding part of the quoted price.
4. If the offer is based on details provided by the purchaser and those details prove to be inaccurate or incomplete, Kruitbosch is entitled to adjust the prices and/or delivery periods included in the offer.
5. Offers, quotations and prices do not apply automatically to subsequent orders.
6. Shown and/or provided samples and models, statements of colours, dimensions, weights and other descriptions in brochures, advertising material and/or on Kruitbosch's website are as accurate as possible, but only serve as an indication. It is not possible for the purchaser to derive any rights from those.
7. The samples and models referred to in the previous paragraph remain Kruitbosch's property and shall be returned to Kruitbosch at its first request and at the purchaser's expense.
8. If, between the date of concluding the agreement and its implementation by Kruitbosch, cost-price increasing circumstances occur due to legislation and regulations, exchange-rate fluctuations or price changes of third parties or supplies engaged by Kruitbosch, Kruitbosch is entitled to increase the agreed price accordingly and to charge those to the purchaser. In that case the purchaser is entitled to dissolve the contract within 8 (eight) calendar days of having been informed of the price increase by Kruitbosch in writing, without Kruitbosch being entitled to any damages.

Artikel 4: The use of third parties

If this is required for the proper implementation of the agreement, Kruitbosch is entitled to have certain deliveries performed by third parties. This is at Kruitbosch's discretion.

Artikel 5: The purchaser's obligations

1. The purchaser shall ensure that he has provided Kruitbosch with all the data required by Kruitbosch to implement the agreement on time and that those data are accurate and complete.
2. All goods delivered by Kruitbosch may only be resold by the purchaser in the original packaging of Kruitbosch or its supplier. The purchaser may not make any changes to the original packaging and shall prevent damage.

Artikel 6: Delivery, delivery periods

1. Although Kruitbosch shall endeavour to comply with the agreed delivery period, the stated delivery periods are not strict deadlines. If Kruitbosch fails to comply with its delivery obligations in the agreement in full or on time, it shall be given a written notice of default by the purchaser, providing it with a reasonable period of time to meet its delivery obligations.
2. Kruitbosch is entitled to part deliveries, where each part delivery may be invoiced separately by Kruitbosch.
3. The risk regarding the ordered goods transfers from Kruitbosch to the purchaser from the time these goods have been made available to the purchaser. If it has been agreed that Kruitbosch deals with the delivery or transport of the ordered goods, the time of making available is the time of delivering the goods at the agreed place of delivery. If it has been agreed that the purchaser deals with the delivery or transport of the ordered goods or collects the goods from Kruitbosch, the time of making available is the time the goods to be delivered leave the Kruitbosch premises, warehouse or shop or, if sooner, the time at which Kruitbosch informed the purchaser that those goods are ready for collection.
4. Unless agreed otherwise in writing, the party that deals with delivery or transport determines the transport method and that party bears the costs of delivery or transport.
5. If, due to a cause in the purchaser's sphere of risk, it proves impossible to deliver the goods to the purchaser in the agreed manner or if the goods are not collected, Kruitbosch is entitled to store the goods at the purchaser's risk and expense. Unless Kruitbosch provided another term expressly in writing, Kruitbosch shall enable the purchaser to collect the goods within one month of notification of the storage.
6. If, after expiry of one month, the purchaser still failed to comply with his purchase obligation, he is immediately in default. At that time, Kruitbosch is entitled to dissolve the agreement in full or in part with immediate effect, without judicial intervention, by means of a written statement and to sell the goods to third parties. This does not result in an obligation for Kruitbosch to compensate damage, costs or interest. If and insofar as the purchaser already paid Kruitbosch a sum for the aforementioned goods, Kruitbosch shall repay the purchaser any balance of this sum that remains after deducting any damage and/or costs incurred by Kruitbosch in connection with the storage of the goods.
7. The aforementioned is without prejudice to the purchaser's obligation to compensate any storage or other costs, damage caused by delays, transport costs, loss of profits or any other damage.
8. Kruitbosch cannot be obliged to commence delivering goods, before it received all the necessary data and any agreed advance payment or security requested from the purchaser. If this produces a delay, the delivery periods are extended proportionately.

Artikel 7: Packaging

1. If the goods are delivered by or on behalf of Kruitbosch in packaging that is intended to be used several times, the packaging shall remain the property of Kruitbosch or of the third party. This packaging may not be used by the purchaser for purposes other than for which it was intended.
2. Kruitbosch is entitled to charge the purchaser a fee for this packaging. Kruitbosch shall refund the fee after the packaging has been returned on time.
3. If packaging is damaged, incomplete or lost, the purchaser is liable for this damage and his right to reimbursement of the fee expires.
4. If the damage referred to in paragraph 3 of this Article exceeds the fee charged, Kruitbosch shall be entitled not to take back the packaging. In that case Kruitbosch may charge the purchaser for the packaging at cost price, plus any damage suffered by Kruitbosch as a result of damaged, incomplete, or lost packaging that exceeds the cost price and/or costs incurred and less the fee paid by the purchaser. The purchaser is obliged to repay that amount to Kruitbosch on demand within 14 calendar days.

5. If packaging is intended to be used only once, Kruitbosch does not have to take back the packaging and is entitled to leave this packaging with the purchaser. Any costs of disposing of this packaging shall then be borne by the purchaser.

Artikel 8: Complaints and returns

1. The purchaser is obliged to inspect the delivered goods immediately upon receipt and to state any visible faults, defects, damage and/or deviations in quantity on the waybill or consignment note. In the absence of a waybill or consignment note, the purchaser shall report the defects, etc. to Kruitbosch in writing within 24 hours of discovery, but no later than within 5 calendar days of receipt of the goods.
2. Other complaints shall be reported to Kruitbosch in writing immediately after discovery, but no later than within any guarantee period offered by Kruitbosch to the consumer in relation to the goods in question. If an explicit guarantee period has not been agreed, a period of 1 year from delivery shall apply.
3. If a complaint is not reported to Kruitbosch within the periods stated in the preceding paragraphs, the goods are deemed to have been received in good condition and to comply with the agreement. In that case, it will not be possible to invoke any agreed guarantee.
4. Ordered goods are delivered in the wholesale or other packaging in stock at Kruitbosch. Minor deviations that are acceptable in the sector in respect of stated sizes, weights, quantities, colours, etc. are not considered a shortcoming on the part of Kruitbosch and do not mean that the goods in question do not comply with the agreement. Any agreed guarantee cannot be invoked in this case.
5. Complaints regarding a specific delivery do not suspend the purchaser's payment obligations with regard to other deliveries.
6. The purchaser shall enable Kruitbosch to investigate the complaint and, in this context, shall provide Kruitbosch with all the information relevant to the complaint. If a return is required to investigate the complaint, this will be at the purchaser's risk and expense, unless the complaint proved to be founded afterwards.
7. In all cases, returns shall be made in a manner to be determined by Kruitbosch and in the original packaging.
8. Imperfections in or properties of goods that are made of natural materials do not mean that those goods do not comply with the agreement and complaints in respect of such goods shall not be processed if these imperfections or properties are inherent to the nature of those materials.
9. If and as soon as the goods that are changed in nature and/or composition or processed or incorporated in full or in part following receipt by the purchaser or third parties or if they are no longer in the original packaging, the purchaser is no longer able to invoke the fact that those goods do not comply with the agreement and/or invoke any agreed guarantee in respect of those goods. Complaints in respect of goods as referred to in the previous full sentence shall not be processed.

Artikel 9: Guarantees

1. Kruitbosch shall ensure that the agreed deliveries are carried out properly and in accordance with the standards applicable in its sector, but shall never provide a more comprehensive guarantee than as may be provided by Kruitbosch to the consumer with regard to the delivered goods. In the absence of such an undertaking, Kruitbosch is prepared to provide the consumer - and therefore the purchaser - with a guarantee regarding the delivered item in accordance with a consumer's reasonable expectation of a professional party such as Kruitbosch.
2. Throughout the guarantee period, Kruitbosch guarantees the usual normal quality and soundness of the delivered goods.

3. If a guarantee has been issued by the manufacturer or supplier for goods delivered by Kruitbosch, that guarantee shall apply equally between Kruitbosch and the consumer. Kruitbosch shall inform the purchaser accordingly.
4. Kruitbosch does not guarantee and is never deemed to have guaranteed that the delivered goods are suitable for the purpose for which the purchaser wishes to process or use them, unless it confirmed this explicitly to the purchaser in writing.
5. In the event the purchaser properly invokes the guarantee provisions, Kruitbosch shall arrange for the repair or replacement of the item free of charge or for a refund or a reduction of the agreed purchase price. This is at Kruitbosch's discretion. In the event of additional damage, the provisions of the liability Article of these Standard Terms and Conditions shall apply.

Artikel 10: Liability

1. If and insofar as this is not in breach of the law, Kruitbosch does not accept any liability except for guarantees that have been agreed explicitly or that were issued by Kruitbosch and as provided for in this Article.
2. Without prejudice to the provisions of paragraph 1 of this Article, Kruitbosch is only liable for direct damage. Any liability on the part of Kruitbosch for consequential damage, such as trading loss, loss of profit and/or loss suffered, damage due to delay and/or personal injury, is expressly excluded.
3. The purchaser is obliged to take all the measures required to prevent or limit the damage.
4. If Kruitbosch is liable for damage suffered by the purchaser, Kruitbosch's obligation to pay compensation shall always be limited to maximum the amount paid out by its insurer in the case in question less the excess. In the event Kruitbosch's insurer does not pay out or the damage is not covered by an insurance policy or the insurance policy's cover taken out by Kruitbosch, Kruitbosch's obligation to pay compensation is limited to maximum the invoice amount for the supplied goods that caused the damage.
5. No later than 6 months after the purchaser has become aware or could have become aware of the damage he suffered, the purchaser shall hold Kruitbosch liable for the damage he suffered, at pains of forfeiting the right to claim compensation for said damage from Kruitbosch.
6. The purchaser cannot invoke the guarantee referred to in Article 9, nor can he hold Kruitbosch liable on other grounds if the damage occurred:
 - a. Due to inexpert use or use contrary to the purpose of the delivered goods or the instructions, advice, directions, leaflets, etc. provided by or on behalf of Kruitbosch;
 - b. Due to inexpert storage of the delivered goods;
 - c. Due to errors or omissions in the information provided to Kruitbosch by or on behalf of the purchaser;
 - d. Due to instructions from or on behalf of the purchaser;
 - e. Because repairs or other work or processes were carried out to the delivered goods by or on behalf of the purchaser or consumer, without the express prior consent of Kruitbosch.
7. In the situations listed in paragraph 6 of this Article, the purchaser is fully liable for all the resulting damage and explicitly indemnifies Kruitbosch against all claims by third parties for compensation of this damage.
8. The limitations of liability included in this Article do not apply if the damage is due to intent and/or deliberate recklessness on the part of Kruitbosch or its executive staff at management level or if mandatory statutory provisions dictate otherwise.

Artikel 11: Payment

1. Kruitbosch is entitled at any time to require a full or partial advance payment or any other security for payment from the purchaser.
2. Payment shall be made within a period of 30 calendar days from the invoice date, unless the parties expressly agreed otherwise in writing. The accuracy of an invoice has been established if the purchaser did not object within this payment period, unless Kruitbosch demonstrates that the invoice is incorrect.
3. If an invoice has not been paid in full after expiry of the period referred to in paragraph 2, the purchaser is liable for statutory commercial interest to Kruitbosch pursuant to Section 6:119a of the Netherlands Civil Code, to be calculated on the principal sum. Parts of a month are counted as a full month.
4. If, after a reminder by Kruitbosch, payment has still not been made, Kruitbosch is also entitled to charge the purchaser extrajudicial collection costs in accordance with the law.
5. In the absence of full payment by the purchaser, Kruitbosch shall be entitled, without further notice of default or judicial intervention, to dissolve the agreement by means of a written statement or to suspend its obligations pursuant to the agreement until payment has been made or the purchaser has provided proper security for payment. Kruitbosch also has said right to suspension if it has sound reasons to question the purchaser's creditworthiness even before the purchaser is in default of payment.
6. Kruitbosch shall deduct payments made by the purchaser from all due interest and costs first and then from the longest outstanding due and payable invoices.

Artikel 12: Retention of title

1. Kruitbosch shall retain ownership of the goods supplied or to be supplied by it up to the time at which the purchaser has paid all claims, as referred to in paragraph 2, Kruitbosch has or may have on the purchaser. The mere fact that Kruitbosch does not have a claim on the purchaser as aforementioned at any time, does not void the retention of title. In any case, the retention of title always applies to all delivered goods that are still in the purchaser's stock, shop and/or inventory at the time the retention of title is invoked, irrespective of whether the purchase price has already been paid for one or more of those goods.
2. The claims referred to in paragraph 1 include:
 - (a) Claims regarding the consideration for the goods supplied or to be supplied by Kruitbosch to the purchaser, including: payment of the purchase price or compliance with an agreed payment arrangement;
 - (b) Claims in respect of work carried out or to be carried out by Kruitbosch pursuant to agreements referred to under (a) for the benefit of the purchaser; and
 - (c) Claims due to attributable shortcomings in compliance with the agreements referred to under (a) and/or (b), including paying damages, extrajudicial collection costs, interest, any fines and any other costs.
3. Goods subject to retention of title may be resold by the purchaser within the context of normal business operations, provided he stipulated a retention of title on the delivered goods with regard to his customers.
4. For as long as the delivered goods are subject to retention of title, the purchaser shall not be entitled to pledge these goods in any way or to place them under the actual control of a financier.
5. The purchaser is obliged to inform Kruitbosch immediately in writing if third parties claim to have ownership or other rights on the goods subject to retention of title. Furthermore, the purchaser is bound to point out Kruitbosch' retention of title to any judgment creditor, administrator or receiver.

6. The purchaser is obliged to store the goods subject to retention of title with due care, separated from similar goods that are the property of the purchaser or third parties, and as identifiable property of Kruitbosch until the time he has fulfilled all his obligations in respect of Kruitbosch.
7. The purchaser shall ensure that the business or household contents insurance is such that the goods delivered subject to retention of title are included in the insurance at all times and shall, upon Kruitbosch's first request, allow inspection of the insurance policy and the corresponding premium payment receipts.
8. If the purchaser acts in breach of the provisions of this Article or if Kruitbosch invokes the retention of title, the purchaser herewith grants Kruitbosch and its employees an irrevocable right to enter the purchaser's premises and to take back the goods delivered subject to retention of title, without requiring a prior announcement or notice of default. Kruitbosch invoking retention of title does not mean invoking dissolution and does not discharge the purchaser from any obligation, unless expressly indicated otherwise in writing by Kruitbosch. Kruitbosch reserves the right at all times to claim compensation for damage, and the right to dissolve the agreement without further notice of default by means of a written statement.

Artikel 13: Termination

1. Without prejudice to the provisions of the other Articles of these Standard Terms and Conditions and other rights, Kruitbosch is entitled to dissolve the agreement, without further notice of default and without judicial intervention, by means of a written statement to the purchaser with immediate effect and without being liable for any compensation for damage and/or costs, at the time when the purchaser:
 - a. Is declared bankrupt or an application for bankruptcy has been made;
 - b. Applies for a moratorium on payments;
 - c. Is subject to attachment;
 - d. Is placed under guardianship or administration;
 - e. Loses the power of disposal or legal capacity in respect of all or parts of his assets in any other way;
 - f. Stops his business in full or in part or ceases to exist, which includes liquidation, dissolution or closing down;
 - g. Is acquired in full or in part.
2. The purchaser is obliged at all times to inform the receiver or administrator of the agreement and its content and these Standard Terms and Conditions.

Artikel 14: Force Majeure

1. In the event of force majeure on the part of the purchaser or Kruitbosch, Kruitbosch shall be entitled to dissolve the agreement, without judicial intervention, by means of a written statement to the purchaser or to suspend fulfilling its obligations in respect of the purchaser for a reasonable period of time without being liable for any damages.
2. For the purposes of these Standard Terms and Conditions, force majeure on the part of Kruitbosch is understood to mean in any case a non-attributable failure of Kruitbosch, a non-attributable failure of the third parties or suppliers engaged by it or other compelling reasons on the part of Kruitbosch.
3. In addition to paragraph 2, circumstances that concern force majeure may refer to war, riots, mobilisation, domestic and foreign riots, government measures, strikes within the organisation of Kruitbosch and/or of the purchaser or threat of these circumstance, disruption of the exchange rates existing at the time the agreement was concluded, disruption of delivery by third parties, operational disruptions due to fire, burglary, sabotage, natural phenomena, etc., as well as transport problems and delivery problems caused by weather conditions, road blocks, accidents, etc.

4. If the situation of force majeure arises when the agreement has already been implemented in part, the purchaser is obliged to fulfil his obligations in respect of Kruitbosch up to that time.

Artikel 15: Cancellation, suspension

1. If the purchaser wishes to cancel the agreement prior to or during its implementation, he is liable to pay Kruitbosch damages to be determined by Kruitbosch. These damages include all costs already incurred by Kruitbosch and its damage suffered as a result of the cancellation, including the loss of profit. Kruitbosch is entitled to fix the aforementioned damages and - at its discretion and depending on the deliveries already made - to charge the purchaser 20 to 100% of the agreed price. If the purchaser indicates that he wishes to cancel an agreement, Kruitbosch shall inform the purchaser first of the amount of compensation payable to Kruitbosch in that case. Following said information, the purchaser may then decide to have the agreement carried out by Kruitbosch instead of cancelling it.
2. The purchaser is liable to third parties for the consequences of the cancellation and shall indemnify Kruitbosch against any resulting claims by these third parties.
3. Kruitbosch is entitled to offset all amounts already paid by the purchaser with the damages payable by the purchaser.
4. In the event of suspension of the agreed deliveries at the request of the purchaser, all costs incurred at that time shall be due and payable immediately and Kruitbosch shall be entitled to charge these to the purchaser. Kruitbosch is also entitled to charge the purchaser for all costs incurred or to be incurred during the suspension period.
5. If the implementation of the agreement cannot be resumed after the agreed suspension period, Kruitbosch shall be entitled to dissolve the agreement, without judicial intervention, by means of a written statement to the purchaser. If the implementation of the agreement is resumed after the agreed period of suspension, the purchaser shall be obliged to reimburse any costs incurred by Kruitbosch as a result of this resumption.

Artikel 16: Offset

1. Kruitbosch is authorised to offset all its due and payable claims on the purchaser with all the due and payable claims the purchaser has on Kruitbosch.
2. The purchaser is not authorised to offset his claims on Kruitbosch with claims Kruitbosch has on the purchaser.

Artikel 17: Applicable law/competent court

1. The agreement concluded between Kruitbosch and the purchaser is solely governed by the laws of the Netherlands, excluding the Vienna Sales Convention.
2. Any disputes shall be settled by the competent court in the place where Kruitbosch has its registered office, although Kruitbosch always retains the authority to submit the dispute to the competent court in the place where the purchaser has his registered office.
3. If it follows from mandatory law that the purchaser may opt for the statutory competent court, the purchaser shall inform Kruitbosch accordingly on time. On time refers to within one month of Kruitbosch having notified the purchaser in writing of its wish to submit the dispute to the court in the place where it has its registered office.

Date: 23 June 2021