Article 1: General

1. All offers, agreements, and the execution thereof will be governed exclusively by the present terms and conditions. Any derogations must be agreed explicitly in writing with Zettex Europe BV (hereinafter to be referred to as the "user").
2. In these terms and conditions, the term “other party” shall mean every legal or natural person that has accepted the application of the General Terms and Conditions by signing a document or otherwise.

Article 2: General terms and conditions of contracting parties and/or third parties

1. Any reference to the applicability of the general terms and conditions of the other party will be regarded as a second reference which will not give rise to effect if the applicability of the General Terms and Conditions of the user referred to in the first reference is not specifically rejected.
2. If the other party specifically rejects the applicability of the General Terms and Conditions or any provisions thereof in accordance with the manner described above, the user will retain the right to revoke the offer or to consider the agreement void.

Article 3: Offers

1. All offers – in whatever form – are without obligation, unless explicitly stated otherwise.
2. All price lists, brochures, and other data provided together with an offer have been made up as accurately as possible. No rights can be derived from this information, unless these rights have been agreed upon in writing. The user is not obliged to provide any details, unless otherwise agreed upon. The user retains all property rights/intellectual property rights to the materials/data offered/shown and/or demonstrated - in the broadest sense.
3. All data provided, such as weights, measures, capacities, and quantities have been represented as accurately as possible on the basis of information known at the time.
4. The dispatch of offers and/or documentation does not oblige the user to supply or accept an order.
5. The user retains the right to refuse orders or send cash on delivery without stating reasons.

Article 4: Agreement

1. Subject to what is set out below, an agreement will only be concluded once the user has accepted an order in writing by means of a confirmation of order. The date of the confirmation is decisive. The confirmation of order is deemed to reflect the agreement correctly and fully, unless the other party has raised a written objection against it within 5 working days. Any subsequent additional agreements/changes and/or commitments made by the user or its staff or made on behalf of the user by its sellers, agents, representatives or other intermediaries only have binding force if the user has confirmed them in writing.
2. In respect of deliveries or activities for which the user does not send a written offer or confirmation of order because of their nature and size, the invoice and/or delivery note is also considered as confirmation of order, which is also deemed to reflect the agreement correctly and fully.
3. Each agreement is concluded by the user under the condition precedent that the other party – entirely at the discretion of the user – proves to be sufficiently credit worthy to fulfil the financial obligations of the agreement.
4. Upon or after concluding the agreement – prior to delivering its performance or continuing its performance – the user has the right to require security from the other party for the fulfilment of both the financial obligations and the other obligations.
5. If the user deems this necessary or desirable , it may engage third parties/others for the proper execution of the order placed, the costs of which will be passed on to the other party in conformity with the quotations submitted. If necessary, consultations will be held with the other party. The other party has the right to terminate the agreement for this reason, subject to payment of the deliveries or performance already made.

Article 5: Prices

1. Unless stated otherwise, all quotations are made subject to price change.
2. Unless stated otherwise, the prices quoted by the user

- are based on the then current cost prices;
- are based on delivery ex company, warehouse or other storage space;
- are excluding Dutch VAT, import duties, and other taxes, levies, and duties;
- are excluding the costs of demonstrations;
- are excluding the costs of packaging, loading and unloading, transport, and insurance;

- are stated in Euros; any exchange rate fluctuations will be passed on.

3. In the event of a reasonably unforeseeable increase in one or more cost factors, the user has the right to increase the order amount accordingly, provided however that any known future price increases must be included in the confirmation of order. All this with due observance of any relevant statutory regulations.

Article 6: Change in the order

1. Any changes in the original order – of whatever nature – made verbally or in writing by or on behalf of the other party causing higher costs than could be anticipated at the time the quotation was made will be additionally charged to the other party.
2. Any changes in the execution of the order required by the other party after placing the order must have been notified to the user by the other party in writing and in a timely fashion. If the other party passes on these changes verbally or by telephone, the risk for the execution of the changes will be at the other party's expense.
3. Any changes ordered may result in the fact that the delivery period agreed upon by the user prior to the changes will be exceeded beyond the user's responsibility.

Article 7: Cancellation

1. If the other party cancels the order for reasons beyond the user's control, it will be obliged to take over any materials already purchased by the user – irrespective of whether these materials have been treated or processed or not – at the cost price, including wages and social insurance costs.
2. Subject to the provision in the previous paragraph of this Article, the user will retain all rights to claim full performance of the agreement and/or full compensation.

Article 8: Delivery

1. Unless expressly otherwise agreed upon in writing, the deadlines stated by the user are always approximate only and must therefore never be considered to be final.
2. A deadline demanded by the other party will not commence until all information required for the execution or delivery is in possession of the user, while the user proceeds on the assumption that it will not be hindered by factors that were not present or known or deemed to be known at the time the offer was made.
3. If the deadline referred to in the previous paragraph has expired without the agreement having been executed or performed as a result of a non-attributable breach, the other party has the right to terminate the agreement, but only if the other party has declared the user to be in default in writing after the expiry of the extended deadline mentioned. In this context, the user cannot be held liable for any loss resulting from the non-attributable breach.

Article 9: Transport/risk

1. If no other instructions have been given by the other party, the manner of transport, dispatch, sending, and suchlike will be determined by the user in accordance with good business practice, without the user bearing any liability in this regard.
2. Any specific requirements of the other party with regard to the transport or the dispatch will only be met if other party has declared to bear any associated additional costs.
3. The dispatch/transport of goods will always be effected at the other party's risk and expense, even if the carrier claims that the delivery notes, road waybills and suchlike include the clause that all transport damage will be at the sender's risk and expense.
4. The user will only insure the transport if the other party has explicitly requested to do so at the other party's expense.

Article 10: Taking delivery of goods

1. If the other party/purchaser fails to take delivery of the goods ordered, the user has the right to cancel the agreement without further notice of default or judicial intervention being required, without prejudice to the user's further rights to store the goods at the other party's risk and expense; all this without the user bearing any liability for loss, damage or otherwise.

Article 11: Intellectual property rights

1. The user will retain all intellectual property rights to texts, designs, drawings, samples, models, etc. used in the execution of the agreement. Reproduction, disclosure, and copying – in whatever manner – are permitted only with the explicit written permission of the user.

2. The designs, images, drawings, samples, models, etc. referred to in the first paragraph will remain the non-transferable property of the user and must be returned to the user on demand.
3. For each act performed in violation of this provision, the other party incurs a fixed penalty of € 5,000, without prejudice to the user's right to claim full compensation.

Article 12: Guarantee

1. If the user grants a guarantee on the goods supplied, it will do so in writing. With due observance of the provisions in these terms of delivery, the user's liability will never be more extensive than stated in the guarantee certificate.
2. The written guarantee granted by the user is the same guarantee granted on the goods concerned by the producer.
3. A guaranty is not granted if the price of the delivery/performance is extremely low, if the goods are delivered at a discount or if the goods are sold as a special and/or particularly favourable offer. In all the aforementioned cases, the user will not issue a guarantee certificate and draw the other party's attention to the fact that there is no guarantee.
4. The guarantee on the goods and/or services provided does not apply in the following cases:

- if no valid guarantee certificate is submitted after expiration of the guarantee period granted exclusively in writing by the user;
- if any defects to the goods delivered have been caused by negligence or improper use;
- if the goods delivered are not used in accordance with the agreed or designated use;
- if the instructions for use, treatment, care, maintenance, processing, and other instructions provided by or on behalf of the user or which have been indicated on labels or otherwise have not been followed.

Article 13: Retention of title

1. The goods delivered will continue to be the user's property until the moment of full payment for all deliveries and activities performed or still to be performed by the user pursuant to the agreement, plus interest and costs.
2. In the event of non-payment of a due and payable amount, a suspension of payment, application for a moratorium, insolvency, guardianship order, death or liquidation of the goods of the other party, the user will have the right to cancel the order or the portion thereof that must still be delivered without further notice of default or judicial intervention being required and to claim back as its property all that may have been delivered but not yet paid for or not yet paid for fully offset against any amount paid, yet subject to its rights to require compensation for any loss or damage. In these cases, each claim the user has on the other party will be immediately due and payable.
3. The costs of fetching back or claiming back goods will be borne by the other party.

Article 14: Liability

1. Subject to the user's responsibility pursuant to mandatory statutory provisions and general rules of reasonableness and fairness, the user is not obliged to pay compensation for any damage to tangible or intangible property, of whatever nature, direct or indirect, including loss of profits or to persons, both at the other party or at third parties, which damage may have been caused directly or indirectly as a result of the following:

- A non-attributable breach, as defined below in these Terms and Conditions;
- Acts or negligence by the other party, its subordinates or other persons employed or hired by or on behalf of the other party;
- Use of the product in a manner other than specified in the instructions for use;

2. Every other claim for damages, for whatever reason, is excluded unless it constitutes an intentional act or gross negligence of the user or the user's senior subordinates.
3. The liability of the user never extends further than that of its suppliers.
4. The user is not liable for damage to the goods delivered caused during transport that has not been arranged by the user.
5. The user is not liable for the consequences of third parties' use of the goods delivered by the user.
6. The user is not liable for any damage and defects caused by improper use of the goods delivered or unsuitability of the goods delivered for the purpose for which the other party purchased them.
7. The liability of the user will always be limited to the amount for which it is insured.

Article 15: Non-attributable breach

1. 'Non-attributable breach' is understood to mean a breach that is not the fault of the user and the consequences of which should not be borne by the user – not pursuant to the law or legal acts and not according to generally accepted practice. Causes of non-attributable breach include industrial action, transport problems, extreme weather conditions, fire, government measures (including in any event import and export bans), quotas, and operational breakdowns at the user or its suppliers as well as breach of contract by its suppliers as a result of which the user cannot (or no longer) fulfil its obligations towards the other party.
2. The party that is of the opinion that there is or will be a situation as referred to in this Article is obliged to immediately notify the other party hereof.
3. If the user is of the opinion that the cause of the non-attributable breach will be of a temporary nature, it has the right to suspend the execution of the agreement until the circumstance causing the breach no longer occurs.
4. If the situation causing the non-attributable breach is of a permanent nature, the parties may decide to reach a settlement about the termination of the agreement and the associated consequences.
5. The user has the right to claim payment for the performance delivered in the execution of the relevant agreement prior to the occurrence of a situation as referred to in this Article.
6. The user also has the right to invoke a non-attributable breach if the circumstance causing the breach occurs after the performance should have been delivered by the user.

Article 16: Complaints

1. The user will only handle any complaints about the execution of the agreement if they have been notified to the user in writing within 14 working days after the execution of the agreement, specifying the nature and ground of the complaints.
2. Complaints about invoices must also be submitted in writing within 10 days after the date of dispatch of the invoice.
3. The user must be enabled to check the complaints submitted.
4. After expiry of the above-mentioned deadlines, the other party is deemed to have approved the delivery or the invoices, respectively. In that case, the user will not handle any complaints anymore.
5. If the user is of the opinion that the complaint is justified, it will only be obliged to still deliver the performance agreed upon or to trace the cause of the established defect and to remedy it free of charge.
6. The declaration that the complaint is justified does not suspend the other party's obligation to pay.

Article 17: Payment

1. Unless otherwise agreed upon, payment must be effected net cash on delivery or performance or after completion of the activities or by transfer to the bank or giro account designated by the user, within 14 days of the invoice date.
2. Upon conclusion of the agreement as well as prior to or during the execution of the order, the user has the right to demand a down payment or payment in advance. Upon cancellation of the order due to breach of contract by the user, the other party has the right to reimbursement of the payment made plus the statutory interest.
3. Each payment by the other party will first be applied to settle all interest payable by it as well as any collection costs and/or administrative costs incurred by the user and will then be applied to settle the debts which have been outstanding for the longest period of time.
4. The user has the right to either consider the agreement as terminated without further notice of default or judicial intervention being required or to claim any amount payable by the other party on the basis of the deliveries made by the user immediately and in its entirety without warning or notice of default being required, all this subject to the user's right to compensation for the costs, damages, and interests, by the mere occurrence of the circumstance that the other party

- is declared insolvent/bankrupt, assigns its assets/estate, submits an application for a moratorium, or an attachment is levied on its property or a part thereof;
- dies or is placed under guardianship;
- fails to fulfil any obligation pursuant to the law or these terms and conditions;
- fails to pay an invoice amount or a part thereof within the stipulated term of payment;
- decides to cease or transfer its business or part thereof, including the transfer of its company to a company to be incorporated or an existing company or decides to change the object of its business.

Article 18: Interest and costs

1. If payment is not effected within the term referred to in the previous Article, the other party is in default by operation of law and is obliged to pay an interest of 1.5% a month or a part thereof on the outstanding amount as from the invoice date.
2. All judicial and extrajudicial costs will be borne by the other party.
3. The extrajudicial collection costs are at least 15% of the amount payable by the other party, including the above-mentioned interest, with a minimum of € 100.00.

Article 19: Applicable law

All offers, agreements and the execution thereof are exclusively governed by Dutch law.

Article 20: Disputes

1. Any dispute - including any disagreement which only one party considers to be a dispute – which may arise from or is connected with the agreement to which these Terms and Conditions apply or which may arise from or is connected with the present Terms and Conditions or the interpretation or execution thereof, both of a factual and legal nature, will be decided by the competent court having jurisdiction in the region in which the user has its registered office, to the extent that statutory provisions permit.
2. The provisions in the previous paragraph do not alter the user's right to submit the dispute to the competent civil court in accordance with the normal rules on jurisdiction or to have the dispute decided by means of arbitration or binding advice.