



Kobout BV General Terms and Conditions of Purchase

Article 1 - Applicability

- 1.1 These General Terms and Conditions apply to all requests from us, all offers made by you and all orders and agreements concerning the delivery of goods and/or services and the performance of work by you. Your general terms and conditions, regardless of how those other terms and conditions are stated or by which means, are expressly rejected, even if you refer to those terms in an offer addressed to us.
- 1.2 If any provision of these General Terms and Conditions is null and void or declared void, the other provisions of these General Terms and Conditions will remain fully in effect and the Supplier and Buyer will consult with each other to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.
- 1.3 We are entitled to change these conditions at any time. The amended conditions will apply from the moment we have notified you of the change in writing.
- 1.4 You may not transfer the rights and obligations arising from an agreement to third parties in any way without our written permission. We will not withhold this permission on unreasonable grounds.

Article 2 - Offer and conclusion of the agreement

- 2.1 Acceptance of an offer/quotation takes place by written notification by a person authorised by us to this end.
- 2.2 An agreement is also concluded if you have accepted our written order or order in writing within 14 days of the date.
- 2.3 An offer made by you is irrevocable during the period stated in the offer. If no period is specified in the offer, the offer applies for a period of 30 days.
- 2.4 Your offers are unconditional and free of charge, unless agreed otherwise in writing.
- 2.5 If a request is accompanied by photos, budgets, plans, catalogues or other documents, these will remain our property at all times and must be returned to us upon first request. They may not be reproduced, copied in any way, or passed on to third parties or made available for inspection without our express prior written permission.
- 2.6 Without written prior permission, it is not permitted to have work performed by third parties at our expense.

Article 3 - Delivery times, execution, packaging and amendment of the agreement

- 3.1 Unless expressly agreed otherwise in writing, delivery will always take place in accordance with Incoterms 2020: at the agreed place of delivery, at the agreed time and within the agreed period.
- 3.2 The agreed delivery period applies as deadline. If the delivery period is exceeded, you will be in default without further notice of default. If there is a risk that the delivery period will be exceeded, you must immediately inform us of this in writing, stating the reason for exceeding it and stating the probable duration of the delay. This is without prejudice to the possible consequences of this exceedance.
- 3.3 If you do not deliver on time, you will owe us a fine of 10% of the gross invoice amount to which the delivery in question applies, for each day or part of a day that exceeds the delivery period, without further notice of default being required without prejudice to the claim for compensation. The fine does not take the place of and is not deducted from our damage and does not affect our right to proper fulfilment.
- 3.4 We reserve the right to postpone the agreed delivery periods for an indefinite or fixed period. In that case you are obliged to pack the goods properly, to store them separately and recognisably, to preserve them, to protect them and to insure them. The reasonably associated costs are for borne by us, unless the cause of the delay cannot be attributed to us or in the event of a force majeure.
- 3.5 The goods to be delivered by you must be adequately packed, secured and transported with suitable transport. The precautionary and security measures to be taken by you must be geared to the nature and characteristics of the items to be delivered.
- 3.6 The supply and removal of packaging materials or other waste that results from the delivery of the goods and/or services is carried out by and at your expense, in the manner prescribed in the applicable regulations.
- 3.7 The goods delivered are superficially inspected by us upon receipt. The foregoing does not stand in the way of a later appeal by us for defects in the delivered goods and/or non-satisfactory performance. The provisions of articles 6:89 and 7:23 of the Dutch Civil Code are excluded.
- 3.8 Unless otherwise agreed in writing, we do not owe any reimbursement for packaging.
- 3.9 You must always take packaging back and at your expense, unless otherwise specified by us. If packaging cannot be taken back immediately, you will collect it upon our first request without charging any costs.
- 3.10 In the case of loan packaging, you must clearly mark it as such. Loan packaging will be taken back by you free of charge upon our first request.
- 3.11 We have the right to return packaging at your expense and risk if you have not collected it within 14 days of a request for return.
- 3.12 After the delivery has been completed, we must receive a delivery note from you. This delivery note must in any case include: a description of the goods delivered and the reference number under which the order or delivery is known to us. Without a proper



- delivery note we are entitled to refuse to accept delivery of the delivered goods without being obliged to pay any price or compensation.
- 3.13 We have the right to refuse a delivery, without being liable in any way for damages, if you do not comply with one or more provisions of these purchase conditions or the agreement concluded between you and us.
- 3.14 Changes and additions (including any additional work) to the agreement are only binding if they have been agreed in writing.
- 3.15 If the changes and/or additions have consequences for the agreed price and/or the time of delivery, you must inform us of this in writing as soon as possible, but at the latest within 5 working days after notification of the requested change/addition. If you do not inform us or do not inform us on time, you will be deemed to have accepted changes and the agreed prices and other conditions of the agreement will apply to the relevant changes.
- 3.16 If the provisions of the previous paragraph have consequences for the price and/or time of delivery, which in our opinion are unreasonable, we are authorised to dissolve the agreement in whole or in part and/or to withdraw the change/adjustment proposal, without being held to any form of compensation.
- 3.17 In urgent cases and if it must be reasonably assumed that you will not fulfil your obligations under the agreement or not fulfil them properly or on time, we are entitled to demand that you fully or partially outsource the agreement at your own expense and risk to third parties. This does not relieve you of your obligations under the agreement and applies with the preservation of other rights or claims derived from a shortcoming.
- 3.18 You may only engage third parties after our prior written permission.

Article 4 - Inspection and quality

- 4.1 We are entitled at all times, but not obliged, to inspect goods during production, processing and storage. If the items are fully or partially rejected during the inspection, check or test, we will inform you of this in writing. In that case, the inspection costs will be entirely at your expense.
- 4.2 You must always fully cooperate with an inspection by us.
- 4.3 In the event of rejection of the delivered goods, you are obliged to arrange for repair or replacement of these goods within 5 working days, depending on our requirements. We are entitled to purchase the required items from a third party, or to take measures or to have measures taken by third parties at your expense and risk if you do not meet the obligation to repair or replace within the specified period.
- 4.4 In the case of staggered delivery, we assume that the quality will remain unchanged. Quality changes must be notified to us in writing.
- 4.5 We have the right to return rejected items at your expense and risk if you have not collected it within 14 days of a request for return.
- 4.6 In urgent cases or if it must reasonably be assumed that you will not take care of repair or replacement or not take care of it properly or on time, we have the right to carry out repair or replacement or make a cover purchase at your expense.

Article 5: - Prices

- 5.1 The prices stated in the agreement with regard to the delivery of the desired goods and/or the provision of the desired services are fixed. Unless otherwise agreed in writing, the prices are not subject to change.
- 5.2 All agreed prices include all costs and surcharges, including (by way of example and not limited to), costs of packaging, loading, transport, installation, unloading of the goods, insurance, administration, accommodation of persons, travel costs and travel time. Additional costs that have not been explicitly accepted by us in writing in advance are not eligible for reimbursement.
- 5.3 All agreed prices are exclusive of VAT and include VAT and include all other taxes, duties and levies imposed by the government.
- 5.4 The agreed prices apply in euro.

Article 6 - Invoicing and Payment

- 6.1 Invoicing of goods takes place after the goods have been delivered or the service has been provided, unless agreed otherwise in writing.
- 6.2 Invoices will be sent to us and will at least contain the following information, obviously and transparently:
- Invoice date;
 - Invoice address;
 - Your order number;
 - VAT identification number;
 - Reference number of the agreement;
 - Specification of the delivered goods and/or services.
- 6.3 We will make payment within 30 days after the invoice date. Payment in no way implies a waiver of any right and does not imply approval of the delivered goods and/or services.
- 6.4 We are authorised to suspend payment of an invoice or part thereof if:
- a. We believe that the delivered goods and/or services do not (fully) comply with the agreement and/or if there is otherwise a shortcoming in the fulfilment of the agreement.
 - b. We have reasonable doubt regarding the substantive accuracy of the invoice in question.



- 6.5 Exceeding any payment term or the absence of payment of any invoice based on the above does not give you the right to suspend or terminate your services.

Article 7 - Guarantee and conformity

- 7.1 You guarantee that the delivered product meets and possesses the properties that we could expect on the basis of the agreement and that are necessary for normal use thereof and it should not be need to be questioned whether it meets the specified requirements, specifications and regulations and that it complies with all relevant (legal or otherwise) provisions with regard to, quality, environment, health and safety.
- 7.2 Insofar as you can claim guarantees against your own supplier or third parties, you will transfer this to us free of charge upon first request. You will perform all necessary actions and cooperation to make this transfer in the shortest possible term.
- 7.3 In cases where we do not specify any further or specific requirements with regard to the goods to be delivered, the goods must at least be of good quality, as well as meet the usual requirements of reliability, efficiency and finish.
- 7.4 The items to be delivered by you must be free from all (exceptional) charges and limitations, as well as from limitations arising from patents, copyrights or other intellectual property rights, unless we have explicitly and unconditionally accepted one or more charges or limitations in writing.
- 7.5 Upon first request, you will indemnify us against claims from third parties, directly or indirectly arising from non-compliance, late or full compliance with the obligations referred to in this article, these terms and conditions or the agreement concluded.
- 7.6 A warranty period of at least 12 months from delivery applies to the goods and/or services to be supplied, unless a longer period follows from the law or case law or if a longer period is used within your branch. The warranty period will be extended by a period equal to the period(s) during which the goods were not used or could not be used in full as a result of a shortcoming as referred to in this article.
- 7.7 You also provide a guarantee in accordance with the provisions of the preceding paragraphs for items that have been provided to us or our customer(s) in the context of the guarantee obligation, as a replacement or repair, as well as for other items that are directly or closely are related to the items delivered under the guarantee for replacement or repair.

Article 8 - Property and transfer of risk and ownership

- 8.1 At the time of delivery and taking receipt and signing of the bill of lading, the risk and ownership of the delivered goods are transferred to us. You guarantee that the ownership of the delivered goods will be delivered without any retention of title.
- 8.2 Acceptance of the delivered goods as referred to in the previous paragraph does not in any way mean a waiver of the right to complain at a later date and also does not mean giving up of rights that are due to us for attributable failure on your part.

Article 9 - Intellectual Property

- 9.1 Unless explicitly agreed otherwise in writing, any intellectual and industrial property rights with regard to goods supplied to you by us or for work or services performed for us, to the fullest extent permitted by law, belong exclusively to us
- 9.2 You guarantee that the delivery of goods and/or services does not infringe on intellectual property rights or other business rights of third parties. You indemnify us against all (financial consequences of) claims from third parties for infringement of their intellectual and industrial property rights, neighbouring rights or rights to protect databases.
- 9.3 You are required to maintain the confidentiality of all information provided to you by us, unless and to the extent that we have granted written permission to disclose.

Article 10 - Liability

- 10.1 You are liable for all damage suffered by us and/or third parties as a result of a shortcoming in the performance of the agreement and/or as a result of unlawful acts or omissions by you, your staff or third parties engaged by you.
- 10.2 You indemnify us against all claims from third parties in connection with culpable acts or omissions on your part.

Article 11 - Force Majeure

- 11.1 If in your opinion there is a case of force majeure, you must inform us of this in writing immediately, but in any case, within 3 days, after the circumstance that causes the force majeure has occurred, with supporting documents.
- 11.2 Force majeure does not include in any case: illness or lack of staff, strikes, shortcomings of the third party(s) hired by you, failure or unsuitability of auxiliary materials, liquidity or solvency problems.

Article 12 - Dissolution 12.1

If you:

- are declared insolvent, enter into administration, request for suspension of payment, or seizure is placed on the whole or part of your property;
- (in the case of a natural person) die or are placed under guardianship;
- do not comply or do not comply properly with your obligations under the law or agreement;
- suspend or transfer your business or a substantial part thereof, including bringing the company into a prospective or existing company, or change the purpose of your business,



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due to the mere occurrence of one or more of these circumstances, we have the right to dissolve the agreement in whole or in part by means of a written statement without any legal intervention or notice of default being required, as well as the right to make any payment due under the agreement concluded immediately and without suspending any warning, without prejudice to our right to compensation for all direct, indirect and consequential damages, including lost profit and without prejudice to all other legal rights accruing to us.

Article 13 - Processing of personal data

- 13.1 We may record your personal data in the context of our services. We have taken appropriate measures to protect the personal data provided. We refer you to our Privacy Statement about how and why we protect your personal data.

Article 14 Applicable law and jurisdiction

- 14.1 All offers and agreements to which these conditions apply are exclusively governed by Dutch law.
14.2 All disputes, arising from or related to an offer, assignment, agreement or obligation to which these conditions apply, will in the first instance only be settled by the competent court in the district of Rotterdam, location Dordrecht.

