

# General Terms and Conditions cdxs and the trade names associated with it

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## Article 1. General

1. These conditions apply to every offer, quotation and agreement between cdxs or the trade names associated with it, hereinafter referred to as: "User", and a Counterparty to which the User has declared these conditions to be applicable, insofar as these conditions have not been parties have deviated explicitly and in writing.

2. The present conditions also apply to agreements with the User, for the implementation of which the User must involve third parties.

3. These general terms and conditions are also written for the employees of the User and its management.

4. The applicability of any purchase or other conditions of the Other Party is expressly rejected.

5. If one or more provisions in these general terms and conditions are in whole or in part null and void or should be destroyed, the other provisions in these general terms and conditions remain fully applicable. The User and the Other Party will then enter into consultations in order to agree new provisions to replace the void or nullified provisions, whereby the purpose and purport of the original provisions will be taken into account as much as possible.

6. If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, then the explanation must be given 'in the spirit' of these provisions.

7. If a situation arises between parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

8. If the User does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the User would lose the right to demand strict compliance with the provisions of these conditions in other cases.

## Article 2 Quotations and offers

1. All quotations and offers from the User are without obligation, unless the offer contains a term for acceptance. A quotation or offer expires if the product to which the quotation or offer relates has become unavailable in the meantime.

2. User cannot be held to his offers or offers if the Other Party can reasonably understand that the offers or offers, or any part thereof, contain an obvious mistake or error.

3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administrative costs, unless stated otherwise.

4. If the acceptance deviates (whether or not on minor points) from the offer included in the quotation or offer, the User is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the User indicates otherwise.

5. A composite quotation does not oblige User to perform part of the assignment against a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

## Article 3 Contract duration; delivery terms, implementation and amendment of the agreement

1. The agreement between the User and the Other Party is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.

2. If a period has been agreed or specified for the completion of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Other Party must therefore declare the User in default in writing. User must be offered a reasonable period to still execute the agreement.

3. If the User requires information from the Other Party for the execution of the agreement, the execution period will commence no earlier than after the Other Party has provided it correctly and completely to the User.

4. Delivery takes place ex User's company. The Other Party is obliged to take delivery of the goods when they are made available to it. If the Other Party refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the User is entitled to store the goods at the Other Party's expense and risk.

5. User has the right to have certain work done by third parties.

6. User is entitled to execute the agreement in different phases and to invoice the thus executed part separately.

7. If the agreement is executed in phases, the User can suspend the execution of those parts that belong to a subsequent phase until the Other Party has approved the results of the preceding phase in writing.

8. If during the execution of the agreement it appears that for a proper implementation it is necessary to change or supplement it, then the parties will timely and in mutual consultation adjust the agreement. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Other Party, of the competent authorities, etc., is changed and the agreement is thereby changed in qualitative and / or quantitative terms, this may also have consequences, for what was originally agreed. As a result, the originally agreed amount can be increased or decreased. The User will make a quotation in advance as much as possible. By an amendment of the agreement, the originally specified term of execution can also be changed. The Other Party accepts the possibility of changing the agreement, including the change in price and term of execution.

9. If the agreement is changed, including a supplement, then the User is entitled to implement it only after approval has been given by the person authorized within the User and the Other Party has agreed to the price and other conditions stated for the execution, including the time to be determined at that time at which it will be implemented. The non-execution or non-immediate execution of the amended agreement does not constitute a breach of contract on the part of the User, nor is it grounds for the Other Party to terminate the agreement. Without failing to do so, the User may refuse a request to amend the agreement, if this could have a qualitative and / or quantitative effect, for example for the work to be performed or the goods to be delivered in that context.

10. If the Other Party should fail to properly comply with what it is obliged to the User, the Other Party will be liable for all damage (including costs) on the part of the User that arises directly or indirectly.

11. If the User agrees on a fixed price with the Other Party, the User is nevertheless entitled at all times to

increase this price without the Other Party in that case being entitled to dissolve the agreement for that reason, if the increase in the price ensues, arising from a power or obligation under the law or regulations or its cause is an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement.

12. If the price increase, other than as a result of an amendment to the agreement, exceeds 10% and takes place within three months after the conclusion of the agreement, then only the Counterparty that is entitled to title 5 section 3 of Book 6 of the Dutch Civil Code, is entitled to dissolve the agreement by means of a written statement, unless the User is still willing to execute the agreement based on the originally agreed agreement, or if the price increase arises from a power or an obligation resting on the User under the law or if stipulated that the delivery will take place more than three months after the purchase.

## Article 4 Suspension, dissolution and premature termination of the agreement

1. The user is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if:

- The Other Party does not, not fully or timely fulfill the obligations under the agreement;
- after the conclusion of the agreement, the circumstances brought to the user's attention give good grounds to fear that the Other Party will not fulfill its obligations;
- The Other Party was requested when entering into the agreement to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient;
- If, due to the delay on the part of the Other Party, the User can no longer be required to fulfill the agreement under the originally agreed conditions, the User is entitled to dissolve the agreement.

2. Furthermore, the User is entitled to dissolve the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be done by the User, are required.

3. If the agreement is dissolved, the User's claims against the Other Party will become immediately due and payable. If User suspends fulfillment of the obligations, he retains his rights under the law and agreement.

4. If User proceeds to suspension or dissolution, he is in no way obliged to compensate damage and costs in any way.

5. If the dissolution is attributable to the Other Party, the User is entitled to compensation for the damage, including the costs, thereby arising directly and indirectly.

6. If the Other Party fails to fulfill its obligations under the agreement and this non-fulfillment justifies termination, the User is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Other Party, is obliged to pay compensation or compensation for non-performance.

7. If the agreement is terminated prematurely by the User, the User will arrange for the transfer of work still to be performed to third parties in consultation with the Other Party. This unless the cancellation is attributable to the Other Party. If the transfer of the work involves additional costs for the User, these will be charged to the Other Party. The Other Party is obliged to pay these costs within the aforementioned term, unless the User indicates otherwise.

8. In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure - if and insofar as the attachment has not been lifted within three months - at the expense of the Other Party, of debt rescheduling or another circumstance as a result of which the Other Party does not the user can freely dispose of his assets for longer, the User is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on his part to pay any compensation or compensation. In that case, the User's claims against the Other Party are immediately due and payable.

9. If the Other Party cancels a placed order in whole or in part, the goods ordered or prepared for it, plus any delivery and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to the Other Party, are being brought.

## article 5 Force majeure

1. User is not obliged to fulfill any obligation towards the Other Party if he is hindered to do so as a result of a circumstance that is not due to fault, and is not at his expense under the law, a legal act or traffic-related opinions, coming.

2. Force majeure in these general terms and conditions means, in addition to what is understood in this respect in law and case law, all external causes, foreseen or unforeseen, over which the User cannot influence, but as a result of which the User is unable to fulfill its obligations. To come. This includes strikes in the company of the User or of third parties. User also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after User should have fulfilled his obligation.

3. User can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than three months, then each of the parties is entitled to dissolve the agreement, without obligation to pay compensation to the other party.

4. To the extent that the User has partially fulfilled or will be able to fulfill his obligations under the agreement at the time of the occurrence of force majeure, and independent value is attributed to the part that has been fulfilled or to be fulfilled, the User is entitled to fulfill or already fulfill the obligation. come to invoice part separately. The Other Party is obliged to pay this invoice as if it were a separate agreement.

## Article 6 Payment and collection costs

1. Payment must be made within 14 days of the invoice date, in a manner to be indicated by the User in the currency in which the invoice was made, unless stated otherwise in writing by the User.

2. If the Other Party fails to pay an invoice on time, the Other Party will be in default by operation of law. The Other Party then owes an interest of 8% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Other Party is in default until the moment of payment of the full amount due.

3. The User has the right to have the payments made by the Other Party go first of all to reduce the costs, then to

reduce the interest still due and finally to reduce the principal and accrued interest.

4. User can, without being in default, refuse an offer for payment, if the Other Party designates a different order for the allocation of the payment. User can refuse full payment of the principal sum, if the vacant and accrued interest and collection costs are not also paid.

5. The Other Party is never entitled to set off the amount it owes to the User.

6. Objections to the amount of an invoice do not suspend the payment obligation. Neither is the Counterparty not entitled to appeal to Section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) to suspend payment of an invoice for any other reason.

7. If the Other Party is in default in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining satisfaction out of court will be borne by the Other Party. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice at that time. However, if the User has incurred higher collection costs that were reasonably necessary, the costs actually incurred are eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Other Party. The Other Party will also owe interest on the collection costs owed.

## Article 7 Retention of title

1. All goods delivered by User under the agreement remain the property of User until the Other Party has properly fulfilled all obligations under the agreement (s) concluded with User.

2. Goods delivered by the User that fall under the retention of title pursuant to paragraph 1. may not be resold and may never be used as a means of payment. The Other Party is not authorized to pledge or encumber in any other way the goods that fall under the retention of title.

3. The Other Party must always do everything that can reasonably be expected of it to safeguard the User's property rights.

4. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Other Party is obliged to immediately inform the User thereof.

5. The Other Party undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection at the User's request. In the event of any payment of the insurance, the User is entitled to these tokens. For as much as necessary, the Other Party undertakes vis-à-vis the User in advance to cooperate with everything that may prove to be necessary or desirable in that context.

6. In the event that the User wishes to exercise its property rights as referred to in this article, the Other Party gives unconditional and irrevocable permission in advance to the User and third parties to be designated by the User to enter all those places where the User's properties are located and those matters to take back.

## Article 8 Guarantees, research and complaints, limitation period

1. The goods to be delivered by the User meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Netherlands. The warranty mentioned in this article applies to items that are intended for use within the Netherlands. When used outside the Netherlands, the Other Party must verify whether the use thereof is suitable for use there and meet the conditions set for it. In that case, the User may impose other guarantees and other conditions with regard to the goods to be delivered or the work to be performed.

2. The warranty referred to in paragraph 1 of this article applies for a period of 12 months after delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. If the warranty provided by the User concerns an item that was produced by a third party, then the warranty is limited to that provided by the producer of the item, unless stated otherwise.

3. Any form of warranty lapses if a defect has arisen as a result of or ensues from improper or improper use thereof, incorrect storage or maintenance thereof by the Other Party and / or by third parties if, without written permission from the User, the Other Party or third parties have made changes or attempted to make changes to the item, other items have been confirmed that should not be attached to it or if they have been processed or processed in a manner other than the prescribed manner. The Other Party is also not entitled to a warranty if the defect is caused by or is the result of circumstances over which the User cannot influence, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), etc.

4. The Other Party is obliged to examine the delivered goods or to have them inspected immediately when the goods are made available to it or the relevant work has been carried out. In doing so, the Other Party must examine whether the quality and / or quantity of the delivered goods corresponds with what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported to the User in writing within seven days of delivery. Any invisible defects must be reported to the User in writing immediately, but in any case no later than fourteen days after discovery thereof. The report must contain a description of the defect as detailed as possible, so that the User is able to respond adequately. The Other Party must give the User the opportunity to investigate a complaint or have it investigated.

5. If the Other Party complains in time, this does not suspend its payment obligation. In that case, the Other Party will also be obliged to purchase and pay for the items otherwise ordered.

6. If a defect is reported later, the Other Party will no longer be entitled to repair, replacement or compensation.

7. If it is established that a good is defective and a complaint has been made in this respect in time, the User will notify the defective good within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by the Other Party, at the choice of User, replace or take care of repair thereof or pay replacement compensation to the Other Party. In the event of replacement, the Other Party is obliged to return the replaced item to the User and to transfer ownership thereof to the User, unless the User indicates otherwise.

8. If it is established that a complaint is unfounded, then the costs resulting from this, including the investigation costs, which fell on the part of the User, will be fully for the account of the Other Party.

9. After the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Other Party.

10. Contrary to the statutory limitation periods, the limitation period of all claims and defenses against the User and the third parties involved by the User in the performance of an agreement is one year.

## Article 9 Liability

1. If User is liable, then this liability is limited to what is arranged in this provision.

2. User is not liable for damage, of whatever nature, caused by User assuming incorrect and / or incomplete information provided by or on behalf of the Other Party.

3. If the User is liable for any damage, then the User's liability is limited to a maximum of once the invoice value of the order, at least to that part of the order to which the liability relates.

4. The liability of the User is in any case always limited to the amount of the payment from his insurer, if applicable.

5. User is only liable for direct damage.

6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate the faulty performance of the User. To have the agreement answered, insofar as it can be attributed to the User and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.

7. The user is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.

8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of the User or his managerial subordinates.

## Article 10 Transfer of risk

1. The risk of loss, damage or depreciation is transferred to the Other Party when goods are placed under the control of the Other Party.

## Article 11 Indemnity

1. The Other Party indemnifies the User against any claims by third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to parties other than the User.

2. If the User should be held liable by third parties for that reason, the Other Party is obliged to assist the User both in and out of court and to immediately do everything that may be expected of him in that case. If the Other Party fails to take adequate measures, the User is entitled, without notice of default, to do so itself. All costs and damage on the part of the User and third parties that arise as a result, will be fully for the account and risk of the Other Party.

## Article 12 Intellectual property

1. User reserves the rights and powers that belong to him under the Copyright Act and other intellectual laws and regulations. User has the right to use the knowledge gained by the execution of an agreement for other purposes as well, insofar as no strictly confidential information of the Other Party is brought to the notice of third parties.

## article 13 Applicable law and disputes

1. All legal relationships to which the User is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship has its registered office there. The applicability of the Vienna Sales Convention is excluded.

2. The judge in the place of business of the User has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the User has the right to submit the dispute to a court that has jurisdiction according to the law.

3. The parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement

