

General delivery and payment conditions and conditions of use for the website of Q Plus B.V. located in Sliedrecht

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## 1. GENERAL

- All our offers, agreements and the execution thereof are exclusively governed by these Terms and Conditions. Deviations must be expressly agreed in writing.
- In these terms and conditions, "the other party" is understood to mean: every (legal) person who works with Q Plus B.V. has concluded or wishes to conclude an agreement and, in addition to this, its representative(s), authorized representative(s), assignee(s) and heirs.
- The own conditions used by the other party are expressly rejected.
- Accepting an offer or placing an order implies that the applicability of these Terms and Conditions are accepted.
- When Q Plus B.V. allows deviations from these Terms and Conditions for a short or longer period of time, whether tacitly or not, this does not affect its right to demand immediate and strict compliance with these Terms and Conditions. No right can ever be derived from the fact that Q Plus B.V. has applied these Terms and Conditions flexibly.

## 2. OFFERS

- All offers made by Q Plus B.V., in whatever form, are without obligation, unless expressly stated otherwise.
- Any budgets, plans, drawings, designs or other documents accompanying an offer remain the property of Q Plus B.V. at all times, and must be returned carriage paid on first request.
- The documents referred to in the previous paragraph may not be multiplied or made available to third parties without permission from Q Plus B.V.
- Sending offers and/or (other) documentation does not imply Q Plus B.V. does accept an order. Non-acceptance will be notified to the other party as soon as possible, but in any event within 14 days of the order date.
- Q Plus B.V. reserves the right to refuse orders without stating reasons, or to deliver cash on delivery.

## 3. AGREEMENT

- Subject to the provisions below, an agreement with Q Plus B.V. will be concluded only then after an order has been accepted or confirmed in writing, whereby the date of the confirmation is decisive. The order confirmation is deemed to represent the agreement correctly and completely, unless the other party has protested against this immediately in writing.
- Any additional agreements or changes made at a later date are only binding if these have been agreed and confirmed by Q Plus B.V. in writing.
- For transactions for which, due to the nature and scope, no quotation or order confirmation is sent, the invoice is deemed to represent the agreement correctly and completely, subject to reclamations within 3 working days after the invoice date.
- Each agreement is entered into by Q Plus B.V. under the suspensive condition that the other party - at our sole discretion - appears to be sufficiently creditworthy for the financial fulfillment of the agreement.
- Q Plus B.V. is entitled upon or after entering into the agreement, before performing (further) performance, to demand security from the other party that both payment obligations and other obligations will be met.
- Q Plus B.V. is authorized, if this is deemed necessary or desirable for the correct execution of the agreement given to Q Plus B.V., after consultation with the other party, to engage third parties for the execution of the agreement, the costs of which will be passed on to the other party in accordance with the quotes provided.
- The other party is obliged to Q Plus B.V. to provide all information and documents that are necessary for the correct execution of the agreement in a timely manner.
- Any damage resulting from the late or incomplete provision of information or documents and/or the provision of incorrect information will be borne by the other party. The other party indemnifies Q Plus B.V. for all claims by third parties arising from this information and documents provided by the other party, including all costs for conducting a defense against such claims.

## 4. PRICES

- Unless stated otherwise, listed prices of Q Plus B.V. are:
  - based on delivery ex warehouse Q Plus B.V. in accordance with Incoterms 2010, with cost settlement in accordance with amounts to be determined annually,
  - exclusive of VAT, and, in the case of exports exclusive of import duties, other taxes, levies and duties,
  - excluding the costs of packaging, loading and unloading, transport and insurance,
  - in euros; upon acceptance of orders in other currencies, any exchange rate changes will be passed on.
- In the event of an untimely stated increase in one or more of the cost price factors, Q Plus B.V. is entitled to adjust the sales price accordingly after order acceptance.

## 5. CANCELLATION

If, after an agreement has been concluded, the other party wishes to cancel it, at least 10% of the order price (incl. VAT) will be charged as cancellation costs, without prejudice to the right to full compensation, including lost profit.

## 6. DELIVERY

- From the moment of conclusion of the agreement, the purchased goods are at the risk of the other party.
- Free delivery only takes place if and insofar as Q Plus B.V. has agreed with the other party and is stated on the invoice or otherwise.
- The time of delivery is the time when the purchased item is ready for transport.
- The other party is obliged to check the delivered goods and the packaging immediately upon delivery for any shortcomings and/or visible damage, or to carry out this check after notification from Q Plus B.V. that the goods are at the disposal of the other party.
- The other party must notify Q Plus B.V. of any shortcomings and/or damage to the delivered goods and/or the packaging that are present on delivery without delay and stated on the delivery note, the invoice and/or the transport documents, failing which the other party is deemed to have approved what has been delivered. In that case, reclamations or other complaints in this regard will no longer be considered and all rights of the other party with regard to such shortcomings will lapse.

- Q Plus B.V. is entitled to deliver in partial shipments, which can be invoiced separately.
- Indication of the delivery time is always approximate, unless expressly agreed otherwise in writing. The customer is not entitled to compensation for losses as a result of exceeding the delivery time, for whatever reason.
- If the goods have not been taken by the other party after the delivery date has expired, they will be stored at its disposal, at the expense and risk of the other party.

## 7. TRANSPORT/RISK

- The method of transport, dispatch, packaging and the like will be determined by Q Plus B.V. if no further instruction is given by the other party.
- Unless otherwise agreed, the other party will bear all risk with regard to transport, dispatch, packaging and the like, including the fault/negligence of the carrier.
- Any specific wishes of the other party with regard to transport/shipment will only be carried out if the other party has declared that it will bear the additional costs thereof.
- Q Plus B.V. is entitled to charge a fee for sustainable packaging materials, which will be stated on the invoice.
- Where such a fee is charged, it will be settled upon return in undamaged condition.

## 8. FORCE MAJEURE

- For this purpose, "force majeure" means: any unforeseeable circumstance independent of the will of the parties as a result of which fulfillment of the agreement can no longer reasonably be required by the other party.
- Q Plus B.V. is not liable for any damage, nor is it obliged to fulfill any obligation if the damage is the result of force majeure or if Q Plus B.V. is hindered by force majeure.
- If in the opinion of Q Plus B.V. the force majeure will be of a temporary nature, it has the right to suspend the execution of the agreement until the circumstance that causes the force majeure no longer arises.
- If in the opinion of Q Plus B.V. the force majeure situation of a permanent nature, then Q Plus B.V. is entitled to terminate the agreement.
- Q Plus B.V. is entitled to demand payment for the performances performed during the execution of the agreement in question, before the circumstances causing the force majeure became apparent.
- The party that believes to be (or will be) in force majeure must immediately inform the other party.

## 9. INTELLECTUAL PROPERTY

- If on drawings, designs and models and the like, which during the preparation or execution of the agreement by or on behalf of Q Plus B.V. have been manufactured, intellectual property rights are vested in accordance with the Act, these rights shall accrue to Q Plus B.V. undiminished.
- The other party guarantees Q Plus B.V. at all times that the use of data provided by the other party or otherwise, Q Plus B.V. will not conflict with legal regulations or protected rights of third parties.
- The other party indemnifies Q Plus B.V. fully for all direct and indirect consequences of claims from third parties against Q Plus B.V. be instituted on the basis of this information provided by the other party, including all costs for conducting a possible defence.

## 10. LIABILITY

- Q Plus B.V. is never liable for any damage of any nature whatsoever suffered by the other party or third parties in connection with (any act or omission in the context of) the agreement concluded between the parties, other than damage caused by intent or gross negligence on the part of Q Plus B.V..
- Q Plus B.V. is under no circumstances liable for any damage whatsoever, which has arisen or is caused by the use of the delivered goods, whether or not in combination with other (auxiliary) resources, or by their unsuitability for the purpose for which the other party has purchased it.
- In all cases, liability of Q Plus B.V. is limited to direct damage. Q Plus B.V. is never obliged to compensate indirect damage of the other party or third parties such as, but not limited to, consequential damage, delay damage, trading loss, lost profit and lost savings.
- Without prejudice to the provisions of the previous paragraphs, the liability of Q Plus B.V. is in all cases limited to the total amount of the order concerned (excluding VAT), with a maximum of € 10,000.
- The other party will indemnify Q Plus B.V. against all claims of any nature whatsoever from anyone that is directly or indirectly related to the agreement between Q Plus B.V. and the other party. The other party is obliged to pay all costs of Q Plus B.V. arising from or in connection with such claims, including costs for conducting a defense against such a claim, to Q Plus B.V..

## 11. RECLAMATION

- If a reclamation is made by the other party following an inspection referred to in Article 6, paragraphs 4 and 5, the following applies.
- Any reclamation will only be processed if Q Plus B.V. has received this in writing directly and within 14 days of delivery of the relevant performance. It needs to be a precise statement of the nature and the basis of the reclamation.
- Reclamations about invoices must be submitted in writing within 21 days of the invoice date.
- After the expiry of these terms, the other party is deemed to have approved the delivered goods or the invoice, respectively. In that case, reclamations will no longer be accepted by Q Plus B.V..
- If the reclamation is found to be well-founded, Q Plus B.V. is only obliged to still deliver the agreed performance.
- Only if and insofar as the reclamation is found to be well-founded will this suspend the payment obligation of the other party until the time when the reclamation has been settled.
- Return of the delivered goods can only take place after prior written permission from Q Plus B.V., under Q Plus B.V. conditions to be determined.
- Reclamations of observable defects must be made immediately after discovery, under penalty of forfeiture of rights, but at the latest within five days after delivery, stating the reasons. Reclamations of non-observable defects must be made without delay, under penalty of forfeiture of rights, but no later than five days after discovery, stating the reasons.
- If the reclamation is found to be unfounded and the other party cannot agree with this opinion, the parties will jointly designate a recognized inspection institute that will proceed to re-inspect the delivered goods.

10. If the inspection institute determines that the delivered goods comply, the other party is obliged to pay all damage that Q Plus B.V. has suffered as a result of this re-inspection, including explicitly all costs related to the re-inspection.
  11. Under penalty of forfeiture of any claim against Q Plus B.V., the other party is obliged to carefully store the products in respect of which a reclamation has been made and to leave them untouched until the inspection has been fully completed and these are returned at Q Plus B.V.'s first request and/or the inspection institute.
  12. Legal actions must be brought within twelve months after timely reclamation, under penalty of forfeiture. In the event that the parties have jointly decided to designate a recognized inspection institute, a shortened expiry period of six months will apply, which starts to run after the final judgment/judgment of the inspection institute.
- 12. WARRANTY**
1. With due observance of the restrictions set out below, the warranty period on the delivered goods by Q Plus B.V. will be agreed upon. This warranty is limited to manufacturing defects that occur and does not include faults that are caused by any form of wear or consumption of parts of the delivered goods.
  2. The warranty lapses if the delivered goods are used improperly by the other party and/or third parties engaged by it.
  3. The warranty also lapses if work or changes are made to the delivered goods by the other party and/or third parties engaged by it.
  4. In case Q Plus B.V. replaces goods to comply with the warranty obligation, then the replaced parts become the property of Q Plus B.V.
  5. If the other party does not, partially or not in time, fulfill any obligation arising from the agreement concluded between the parties, Q Plus B.V. is not bound by warranty, as long as that situation continues.
- 13. RETENTION OF TITLE**
1. Delivered goods remain the property of Q Plus B.V. until all deliveries and work performed by Q Plus B.V. under the agreement, or deliveries and work still to be performed, including interest and costs, have been paid by the other party.
  2. In the event of suspension of payment, bankruptcy, liquidation of the other party, or death when the other party is a natural person, Q Plus B.V. is entitled to cancel the order in whole or in part without notice of default or judicial intervention and to reclaim the unpaid part of the delivered goods. Cancellation and return do not affect the right to compensation for loss or damage.
  3. In the cases referred to in the previous paragraph, any claim by Q Plus B.V. is immediately and fully payable by the other party.
  4. If and as long as Q Plus B.V. is the owner of the goods, the other party is not entitled to sell, rent out, give them to use, pledge or otherwise encumber them, other than using, giving them into use or (re)selling the goods in the context of its normal business operations.
  5. As a security for the correct payment of all claims, for whatever reason, Q Plus B.V. will have the non-possessory pledge - due to the origin of the claim - on all those items in which the goods supplied by Q Plus B.V. have been processed, or of which they form part.
  6. The order signed by the other party and the subsequent written acceptance by Q Plus B.V. count as a private deed as referred to in the Act.
  7. If and as long as Q Plus B.V. is the owner of the goods, the other party will immediately inform Q Plus B.V. when goods are (threatened to) be seized or otherwise claimed by a third party. The other party will immediately and expressly point out the (property) rights of Q Plus B.V. on the goods.
- 14. PAYMENT**
1. Unless otherwise agreed in writing, payment must be made in cash without discount or set-off upon delivery, or by means of deposit or transfer to a bank or giro account designated by Q Plus B.V. within 30 days of the invoice date.
  2. The stated value date on bank/giro statements of Q Plus B.V. is decisive and is therefore regarded as the payment date.
  3. All payments made by the other party primarily serve to settle any interest and Q Plus B.V. collection costs incurred and subsequently to settle the oldest outstanding invoices.
  4. In the event that the other party:
    - a. is declared bankrupt, assigns an estate, evicts, applies for a suspension of payments, or if all or part of its property is seized,
    - b. dies, is placed under guardianship or is dissolved,
    - c. fails to comply with any obligation following the agreement or by law,
    - d. fails to pay an invoice amount or part thereof within the specified period,
    - e. discontinues or transfers its business or an important part thereof, including the contribution of its business to a company to be established or already existing, or changes the objective of its business,has Q Plus B.V. by the mere occurrence of this, the right either to dissolve the agreement or claim any amount owed by the other party on the basis of services rendered by Q Plus B.V., immediately and without the need for any warning or notice of default being required, all without prejudice to the right to compensation for costs, damage and interest.
- 15. INTEREST AND COSTS**
1. If payment has not been made within the term stated in the previous article, the other party will be in default by operation of law and will owe interest of 1% per (part of a) month on the outstanding amount from the invoice date.
  2. All judicial and extrajudicial costs to be incurred are for the account of the other party.
  3. The legal costs also include all actual costs of trial and legal assistance incurred during legal proceedings, which exceed the liquidation rate.
  4. The extrajudicial collection costs amount to at least 15% of the amount owed by the other party, including the aforementioned interest.
- 16. DISPUTES AND APPLICABLE LAW**
1. All offers and agreements of Q Plus B.V. and the implementation thereof are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
  2. All disputes, including those that are only regarded as such by one party, arising from or related to the agreement to which these terms and conditions apply or the relevant terms and conditions themselves and its interpretation or implementation, whether of a factual or legal nature, will be settled by the competent civil court within whose jurisdiction the residence of Q Plus B.V. is located, unless the subdistrict court has jurisdiction.
3. This version of the General Terms and Conditions is translated from the original Dutch version. In case of linguistic doubt the original version will prevail.
- 18. TERMS OF USE WEBSITE (disclaimer)**
1. These terms of use also apply to agreements concluded via the website and/or webshop of Q Plus B.V. (www.qplus.nl, hereinafter referred to as the website and any other websites managed by Q Plus B.V.) and all information to be found there.
  2. What is included in this provision applies in addition to the previous provisions and does not affect these provisions.
  3. By visiting and using the website, the visitor accepts the terms of use and undertakes to adhere to these terms of use.
  4. The information on the website is intended as information for the customers and suppliers of Q Plus B.V. and other interested parties. Q Plus B.V. does its utmost to keep the content of the website as error-free and up-to-date as possible, it is nevertheless possible that there are errors or inaccuracies on a webpage. This website also contains information from third parties or links to websites of third parties. These are not the responsibility of Q Plus B.V. and may impose different terms of use. Q Plus B.V. is neither responsible nor liable for any inaccuracy, incompleteness, unreliability or the quality of the information contained on its website and/or the sites and sources referred to.
  5. Despite the technical efforts, no guarantee can be given that the website can always be consulted and without errors. No rights can be derived from it and Q Plus B.V. is not liable for any damage resulting from inaccuracies or malfunctioning of the website. Q Plus B.V. reserves the right to change the website or parts of it at any time and in any way, without prior notice.
  6. Information as provided by Q Plus B.V. offered on its website is for personal use and can only be used in third party publications with written permission. Unauthorized or improper use of the website or parts thereof, such as unique design elements (price matrices), may infringe the intellectual property rights and patent claims of Q Plus B.V. All names and brands appearing on the website are protected. The visitor acknowledges and will not violate the copyrights and intellectual property rights of the website.
  7. The visitor is not allowed to make changes in any way to the website or its information, or to its working method (specifically, or with viruses). Conscious, not by Q Plus B.V. authorized, outside modifications will lead to legal action.
  8. Q Plus B.V. makes every effort to keep the website virus-free, but cannot guarantee this and accepts no responsibility for any virus spread via its website. The visitor undertakes to take all necessary measures to prevent the uploading or downloading of viruses on or from the website of Q Plus B.V.
  9. Q Plus B.V. accepts no liability for consequential damage caused by the non-arrival of electronic messages such as weborders or e-mails.
  10. The visitor can log-in using a username and password. The visitor undertakes to use them only personally and not to disclose them to third parties. The visitor undertakes to cooperate in preventing unauthorized access. The rights and options associated with a username and password are linked to the visitor personally and his employer and immediately expire if the visitor accepts another position outside this company or is no longer entitled to make purchases for his employer in any other way. Abuse of username and password and damage resulting from this will be recovered from the visitor personally.
  11. Incorrect applications of products due to technical choices made by the website visitor without advice from Q Plus B.V., are entirely at the expense of the user and fall outside the normal product guarantees.
  12. The delivery times stated on the website are indicative and never binding.
  13. Q Plus B.V. has the right to deny visitors access to the website and/or related services and to monitor the denial. Visitors will be informed about this in writing with a motivation.