

General Terms of Sale – Holland Safety Coating BV – The Netherlands

Article 1: Definitions

In these general terms of sale, the following definitions are used:

1. Entrepreneur: The natural or legal person who offers products and/or services to customers;
2. Consumer: The natural person who does not act in the exercise of a certain profession, business or occupation and agrees to an agreement with the entrepreneur
3. Trader: The natural or legal person acting in the pursuit of an occupation, business or the person acting on his behalf and entering into an agreement with the entrepreneur;
4. Customer: Consumer or retailer who agrees to a contract (remotely) with the entrepreneur;
5. Remote contract: an agreement whereby, in the context of a system selling products and/or services remotely, organized by the entrepreneur, up to the agreement of contract, exclusive use is made for only one or more remote communication technologies;
6. Remote communication technologies: means that can be used for the conclusion of an agreement without the consumer and the entrepreneur having to meet personally and physically;
7. Reflection period: The term in which consumers are allowed to use their right of withdrawal;
8. Right of withdrawal: The possibility for the consumer to waive the remote contract within the time of reflection
9. Day: calendar day;
10. Long-term transaction: A remote agreement with regard to a range of products and / or services, whose delivery and/or purchase obligation is spread over time;
11. Sustainable data carrier: any means that allow the customer or entrepreneur to store information and/or data that is personalized to him in a way that allows future consultation and unmodified reproduction of the stored information.

Article 2: Identity of the entrepreneur

Holland Safety Coating BV

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Article 3: Applicability

1. These terms and conditions apply to every offer of the entrepreneur and to each established agreement between entrepreneur and customer.
2. Before the remote contract is concluded, the text of these terms and conditions will be made available to the customer. If this is not reasonably possible, before the agreement is remotely concluded, it is made known to the customer that the terms and conditions can be seen with the entrepreneur and, at the customer's request, these will be sent as soon as possible, free of charge.
4. In the event that, in addition to these general terms and conditions, specific product or service terms and conditions apply, the second and third paragraphs apply. These terms and conditions are governed.

Article 4: Use of the website - www.hollandsafetycoating.nl

1. Entrepreneur cannot guarantee that the colors shown on the website match the colors in reality. The way these colors are displayed depends on the settings of the display monitor.
2. The contents of this website are copyrighted and owned by the entrepreneur. Improper use of the (contents of the) website is classified as abuse and therefore punishable.

Article 5: Offers and quotations

1. All offers and quotations are free of charge and are concluded in whatever available written and/or electronic form, unless entrepreneur deviates from a written offer because of a practical, urgent or other reason. The offer provides a date, or is determined by date.
2. Entrepreneur is only bound to offers and bids if the acceptance hereof is made known by the customer, preferably in writing, within 14 days of the offer, unless the offer indicates another term. The prices quoted in a quotation or offer are exclusive of VAT unless stated otherwise.
3. If the accepted offer differs from the offer quoted in the quotation, entrepreneur is not bound to this offer. The agreement will not be concluded in accordance with this deviated offer, unless entrepreneur states otherwise.
4. Entrepreneur cannot be held to his offers and quotations if the customer should, in terms of reasonableness, fairness and common beliefs, have understood that the offer, tender or part thereof contained an error or mistake.
5. Any composited price quotation does not oblige entrepreneur to deliver a part of the offer or quotation against a corresponding part of the specified price.
6. Offers or quotes do not automatically apply for backorders.
7. Prices and any other information in quotations or offers are only intended for the addressee, offered prices and other information is not to be disclosed to third parties.

Article 6: The agreement

1. Subjected to the provisions of paragraph 4, the agreement shall be concluded at the time of acceptance of the offer by the customer and compliance with the conditions attached thereto.
2. If the customer has accepted the offer by electronic means, the entrepreneur will confirm the receipt of acceptance of the offer by electronic means.

3. If the agreement is established electronically, the entrepreneur will take appropriate technical and organizational measures to secure electronic data transmission and ensure a secure web environment. If the customer is able to pay electronically, the entrepreneur will organize and monitor appropriate safety measures.
4. The entrepreneur may, within legal frameworks, inform with the customer whether he is able to meet his payment obligations, as well as all other information relevant for the accountability of the remote agreement. If, on the basis of this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to impose special terms and conditions with regard to the execution of the contract.
5. The entrepreneur will, in writing or in such a way that this can be stored by the customer in an accessible manner on a durable data carrier, e-mail the following information to the customer: a. the visiting address of the place of business of the entrepreneur where the customer could file complaints; b. the conditions under which and the manner in which the customer may use the right of withdrawal or a clear notification of the exclusion of the right of withdrawal.

Article 7: Delivery address and delivery

1. The entrepreneur shall take the utmost care with regard to the receipt and execution of orders with regard to products and in assessing applications for the provision of services.
2. The place of delivery is the address that the customer has specified with the entrepreneur.
3. Subject to what is stated in article 5 of these terms and conditions, the entrepreneur will carry out accepted orders with expedited speed within 30 days, unless a longer delivery term has been agreed upon. If the delivery is delayed, or if an order cannot be executed, whether partly or in full, the customer will receive this message no later than one month after placing the order. In this case, the customer has the right to dissolve the agreement at no cost.
4. In case of insolvent in accordance with the previous paragraph, the entrepreneur will reimburse the amount that the customer has paid as soon as possible, but not later than 30 days after insolvent.
5. The customer must accept the purchased goods at the time these are made available or delivered to him.
6. If the customer refuses delivery or neglects providing essential information or instructions required in order to deliver the goods, the items for delivery will be stored at the customer's risk after the entrepreneur has notified him. The customer will then be liable for all related costs.
7. If the entrepreneur needs data from the customer in relation to the execution of the contract, the delivery term will start only after the customer has provided the entrepreneur with the essential information.
8. The risk of loss or damage to the products part of the contract will be transferred to the customer at the time of delivery, both legally and/or physically and/or after full payment of the invoice relating to the agreement and/or after shipment to the address specified by the customer, and thereby transferred to the customer's power or by a third party to be specified by the customer.

Article 8: Right of withdrawal

1. If the customer chooses to buy products remotely, he has the right to dissolve the contract within fourteen (14) days, including return shipping, after conclusion of the contract without having to specify a reason to do so. The term starts one day after the receipt of goods by or on behalf of the goods by the customer.
2. During this period, the consumer is obliged to handle products and packaging carefully and with respect. He will only unpack the product to the extent that is necessary to assess whether he wishes to keep the product. If he wishes to exercise his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - in the original condition and packaging to the entrepreneur in accordance with the instructions provided by the entrepreneur and in accordance with the terms stated in article 10.

Article 9: Costs in case of withdrawal

1. If the customer exercises his right of withdrawal, maximal costs to his account will be the costs related to returning the shipment, excluded costs related to repackaging and transport packaging.
2. If the customer has already paid a certain amount, the entrepreneur will refund this amount as soon as possible, but not later than 30 days after the receipt of the shipment.

Article 10: Exclusion of right of withdrawal

1. The right of withdrawal applies only to products that:

* Have not been opened and/or used

* Are kept in accordance with the requirements for storing the relevant product. Requirements are available and downloadable from www.hollandsafetycoating.nl

* Not specially manufactured

Article 11: Payment terms

1. The customer is obliged to report any inaccuracies in provided or reported payment information at once to the entrepreneur.
2. Payment is possible through (one of) the manner(s) as indicated during the ordering process.
3. Any issues with the amount stated on any of invoices do not suspend the payment obligation by the customer.
4. In case of bankruptcy, postponement of payment or cash, the claims of the entrepreneur and the obligations of the customer towards the entrepreneur are due immediately.
5. In the case of non-payment or non-timely payment by the customer, the outstanding amount plus a 1% per month interest shall be applicable, with a part of a month counted as one whole month. If the legal interest is higher, that interest rate will be applicable.
6. All (extra) judicial and legal costs of any kind which the entrepreneur has to make as a result of the non-compliance by the customer will be paid and accounted for by the customer. The said extrajudicial costs amount to at least 15% of the principal amount due, with a minimum of € 150, -.
7. In case of non-timely payment, the entrepreneur is authorized to refuse or suspend delivery of further orders to and from the customer.

8. Agreed and concluded discounts can only be deducted from the price if payment is made in due time.

Article 12: Warranty

1. Entrepreneur guarantees that the goods to be delivered comply with the usual requirements and standards and that the goods are free of any defects.
2. The guarantee mentioned under 12.1 also applies when the goods to be delivered are intended for use abroad and the customer has made this known to the entrepreneur explicitly and in writing during the ordering process. The customer is responsible for deliveries abroad.
3. The guarantee referred to in Article 12.1 applies during a period of one month after delivery.
4. The invoice is also considered as a guarantee certificate. In case of failure, customer must provide the invoice as proof of purchase.
5. If the goods to be delivered do not comply with these warranties, the goods will be repaired within a reasonable period of time after receipt thereof or, if return is reasonably impossible, after written notice regarding the complaint of the customer, at the entrepreneur's judgment is to replace or repair the relevant object. In case of replacement, the customer is then obliged to return the object to be replaced to the entrepreneur in accordance with article 9.1 and to hand over ownership to the entrepreneur.
6. The aforementioned warranty does not apply when the defect is caused due to ignorant or improper use or when customer made or attempted to make changes to the case and/or packaging and/or used the object for purposes for which the matter is not intended without the written consent of the entrepreneur, customer or third party.
7. If the delivered case does not correspond to what was agreed and this non-compliance is a defect within the meaning of the product liability range, then the entrepreneur is not liable for consequential damage.

Article 13: Complaints

1. The customer is obliged to investigate the delivered object at the moment of delivery, in any circumstance within 24 hours of delivery. The customer should investigate whether the quality, quantity and specifications correspond to what has been agreed, or to the extent that could be expected based on normal commercial trades.
2. Any visible deficiencies must be notified to the entrepreneur within 48 hours of delivery, with simultaneously handing over the proof of warranty and the defective object, to the extent that this is reasonably possible.
3. Customer should report a non-visible defect immediately, upon discovery, but no later than the 1 month warranty period. Customer should report to the entrepreneur in accordance with the provisions of the previous paragraph of this article. When the customer's warranty period expires, the entrepreneur is entitled to charge all costs for repair or replacement to the customer, including any administration fees.
4. In the event of a recall of the previous paragraph, the customer is obliged to accept and pay the purchased and delivered business. If the customer wishes to return defective items, this will be done with the prior written consent of the entrepreneur and, as the entrepreneur indicates.
5. The delivered product must be checked for possible color defects, damage and/or type defects of product.
6. In case of damage to a product as referred to in 13.5, the customer is only entitled to replacement of that product. The entrepreneur is not liable for any consequential damage.

Article 14: Retention of ownership

1. Entrepreneur retains full ownership of the goods delivered until the purchase price is fully met.

Article 15: Force majeure

1. The parties are not required to comply with any obligation if they are hindered as a result of a circumstance that is not related to any guilt, nor under the law, a legal act or regularly accepted views in the normal commercial trade.
2. In these terms and conditions, force majeure is defined as, in addition to what is included in law and jurisprudence, all outward causes, foreseen or unforeseen, which the entrepreneur cannot influence but which prevent the entrepreneur from fulfilling his obligations. A possible strike among employees of the entrepreneur is also part of force majeure.
3. The entrepreneur has the right to appeal to force majeure, if the cause which prevent the entrepreneur from fulfilling the rest of his obligations occurs after the obligation was to be fulfilled.
4. If the agreement is to be suspended for more than 2 months, both parties may waive the agreement, after which no liability claim for damages can be made. During the period when force majeure is active, the parties may suspend the obligations arising out of the agreement. If this period lasts more than two months, each of the parties is entitled to dissolve the agreement without obligation to pay compensation to the other party, unless agreed to otherwise by parties.
5. Insofar as the entrepreneur has fulfilled part of his obligations or will be able to at the time of the commencement of force majeure, and these fulfillments have any self-worth, the entrepreneur is entitled to bill this fulfillment as is a separate and individual agreement. The customer is obliged to fulfill his end of the contract as he would in a normal contract.

Article 16: Complaints

1. The entrepreneur has a complaints procedure well-known by all parties and deals with any arising complaint in accordance with this complaint procedure.
2. Complaints regarding the performance and execution of the agreement must be fully and clearly defined submitted to the entrepreneur within 48 hours of the customer identifying all defects.
3. Complaints submitted to the entrepreneur shall be answered within 14 days starting on the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a notice of receipt and an indication when the customer is to expect a more comprehensive response.

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Article 17: Disputes and applicable law

1. This agreement is governed by Dutch law. The Vienna Sales Convention is explicitly excluded.
2. In the event of a needed explanation of the content of this document and the meaning of these terms and conditions, the Dutch text thereof will always be leading.
3. The Board will first try to resolve the dispute by a mutual agreement, when if not successful, a competent court will decide.
4. Dutch law applies to any agreement between the entrepreneur and the customer.
5. All terms, including general, purchase and payment terms of the customer are excluded.

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