

## GENERAL CONDITIONS OF SALE AND DELIVERY OF GIPACK

LUCHTHAVENWEG 81-123, 5657EA EINDHOVEN \*\*\*\*\*

### 1. Definitions

1.1 In these general conditions, the following definitions apply: "seller": GiPACK; "buyer" means a client acting in the course of a business or profession.

#### 1.2 Company details:

**GiPACK – a brand of Coolgrey Company B.V.**

Luchthavenweg 81.123

5657EA Eindhoven

The Netherlands

Chamber of Commerce 17092891

VAT nr NL804993294B01

info@gipack.nl

#### 1.3 GiPACK Service Point

M vd Heijden Techniek

Mr. Michel van der Heijden

De Amert 407,

5462GH Veghel

Netherlands

### 2. Applicability

2.1 These conditions apply to every offer and every agreement between seller and buyer to which seller has declared these conditions applicable, insofar as these conditions have not been deviated from expressly and in writing by the parties.

2.2 The present terms and conditions shall also apply to all agreements with the seller, the execution of which requires the involvement of third parties.

2.3 Any general terms and conditions of a buyer shall expressly not apply, unless otherwise agreed in writing between the parties.

### 3. Quotations

3.1 All offers by the seller are without obligation unless the offer states a period for acceptance.

3.2 In the case of a combined quotation, there is no obligation on the part of the seller to deliver part of the goods included in the quotation at a corresponding part of the quoted price, nor does an offer made by the seller automatically apply to repeat orders.

3.3 The quotation issued by the seller is valid for 30 days, unless otherwise indicated. The Seller shall only be bound by the quotation if the acceptance thereof by the Buyer, is confirmed by the Seller in writing or by e-mail within 30 days. The prices stated in a quotation are exclusive of VAT, unless otherwise indicated.

#### **4. Delivery**

- 4.1 Unless otherwise agreed, delivery by the seller shall be made from warehouse (exworks).
- 4.2 The buyer shall be obliged to take delivery of the purchased goods at the time they are delivered to him or at the time they are made available to him according to the agreement.
- 4.3 If the buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, the goods will be stored at the buyer's risk. The buyer shall in that case be liable for all additional costs, including in any case storage costs.

#### **5. Delivery time**

- 5.1 The delivery times given by the seller are always approximate and are never strict deadlines.
- 5.2 In the event of late delivery, the buyer may give the vendor written notice of default and allow the vendor a reasonable period of time to fulfill its obligations.
- 5.3 The delivery time specified by the seller shall not commence until all necessary data are in its possession and the advance payment for the order has been made (16.2)..

#### **6. Partial deliveries**

- 6.1 The seller is permitted to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If goods are delivered in parts, the seller is entitled to invoice each part separately.

#### **7. Technical requirements, etc..**

- 7.1 If the goods delivered in the Netherlands are used outside the Netherlands, the Seller is not responsible for ensuring that these goods meet the technical requirements, standards and/or regulations imposed by laws or regulations of the country where the goods are used. The foregoing does not apply if, at the time the agreement is concluded, mention is made of the use abroad on submission of all necessary data and specifications.
- 7.2 All other technical requirements imposed by the buyer on the goods to be delivered, which deviate from the normally applicable requirements, must be reported to the seller in good time before the conclusion of the purchase agreement.

#### **8. Samples, models and examples**

- 8.1 If a model, sample or example has been shown or provided by Seller, it is presumed to have been shown or provided only by way of indication; the qualities of the goods to be delivered may differ from the sample, model or example, unless it was expressly stated that delivery would be made in accordance with the sample, model or example shown or provided.

#### **9. Assembly and similar work**

- 9.1 Assembly, including the repair, adjustment, assembly and installation of goods by the Seller, will be carried out at the normally applicable rates.
- 9.2 Seller is entitled to be assisted by third parties during assembly.
- 9.3 Seller is entitled to charge for additional work. Additional work is deemed to be anything that must be performed by the seller, either at the request or expense of the buyer or at the seller's own discretion, in addition to the work described in an agreement.

## 10. Dissolution of the agreement

10.1 An agreement between the seller and a buyer may be terminated immediately in the following cases:

- if after the conclusion of the agreement the seller learns of circumstances that give the seller good reason to fear that the buyer will not comply with his obligations;
- if at the conclusion of the agreement the seller has asked the buyer to provide security for performance and this security is not provided or is insufficient despite a demand. In said cases the seller is authorized to suspend the further execution of the agreement or to dissolve the agreement, without prejudice to the right of the seller to claim damages.

10.2 If circumstances arise with regard to persons and/or materials which the Seller uses or tends to use in the performance of the Agreement, which are of such a nature that the performance of the Agreement becomes impossible or so difficult and/or disproportionately costly that compliance with the Agreement can no longer reasonably be required, the Seller is authorized to dissolve the Agreement.

## 11. Warranty

11.1 For the goods delivered, the seller applies the warranty in accordance with that of the manufacturer or supplier of the relevant product with a maximum of 1 year.

11.2 Warranty claims do not suspend the buyer's payment obligations on.

## 12. Retention of ownership

12.1 All goods delivered by the seller shall remain the property of the seller until such time as full payment for the goods has been made.

12.2 Goods delivered by the vendor that are subject to retention of title pursuant to the provisions under a. above may only be resold in the context of normal business operations and may never be used as a means of payment.

12.3 The buyer is not authorized to pledge or otherwise encumber the goods that are subject to retention of title.

12.4 The buyer is obliged to cooperate in those cases in which the seller wishes to exercise its property rights. This cooperation includes unconditional and irrevocable permission to the vendor or a third party to be appointed by the vendor, to enter all those places where the vendor's property will be located and to take the goods with them.

12.5 If third parties levy attachment on the goods delivered under retention of title or wish to create or enforce rights to them, the buyer will be obliged to inform the seller of this as soon as may reasonably be expected.

12.6 The buyer undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage, as well as against theft, and to make the policy of this insurance available for inspection on demand..

## 13. Defects

13.1 Upon delivery of the goods, the buyer must check whether the delivery complies with the order or the agreement.

13.2 If visible defects or shortages are discovered, the buyer must report these to the seller within 3 days of delivery at the latest.

13.3 The buyer must report any non-visible defects to the vendor in writing or by e-mail within 3 days of discovery, but at the latest within 3 months of delivery.

13.4 Even if the buyer complains in time, his obligation to pay and take delivery of orders placed will remain in force.

## 14. Returns

- 14.1 Buyer may return goods delivered by Seller from stock to GiPACK Service Point (1.3) within 8 days of purchase at the latest.
- 14.2 The returned goods must be presented to the Seller in the original packaging and must furthermore be complete, not assembled, not damaged and in original condition.
- 14.3 Upon return, the packing slip and/or purchase invoice of the goods must be presented to the Seller.
- 14.4 Goods specifically ordered by the seller, as well as electronic components, are not eligible for return.
- 14.5 A 15% return fee may be charged by the seller.

## 15. Prices/price increases

- 15.1 Unless expressly stated otherwise, the prices issued by the seller are in Euro currency and exclusive of VAT.
- 15.2 If the seller agrees a certain price with the buyer, the seller is nevertheless entitled to increase the price if the seller can demonstrate that significant price changes have been implemented by its suppliers between the time of the offer and delivery.
- 15.3 If the price increase exceeds 10%, the buyer will be entitled to terminate the agreement.

## 16. Payments

- 16.1 The buyer must have a VAT number belonging to its company.
- 16.2 The invoice is at all times based on prepayment and must be paid on the specified payment date in a manner to be indicated by the seller and in the currency invoiced, unless otherwise agreed.
- 16.3 After the expiry of the date stated above under 16.2, the Buyer shall be in default by operation of law. Seller may claim interest of 1% per month on the amount due from the moment of default unless the legal interest rate is higher, in which case the legal interest rate applies.
- 16.4 In the event of liquidation, bankruptcy or suspension of payment of the Buyer, the Seller's claims and the Buyer's obligations to the Seller will be immediately due and payable.
- 16.5 Unless otherwise agreed, payment must be made without discount or setoff.
- 16.6 Payments made by the Buyer will always serve to settle firstly any interest and costs owed, and secondly any due and payable invoices that have been outstanding the longest, even if the Buyer states that payment relates to a later invoice.

## 17. Collection costs

- 17.1 If the buyer is in default or breach of one or more of its obligations to the seller, all judicial and extrajudicial costs incurred in obtaining satisfaction shall be charged to the buyer..

## 18. Liability

The Seller shall be liable to the Buyer exclusively in the following manner:

- 18.1 For damages resulting from defects in delivered goods, only the liability as regulated in Article 11 of these conditions applies.
- 18.2 The seller will only be liable if damage is caused by intent or gross negligence on the part of the seller or its employees.
- 18.3 The vendor's liability will be limited to the amount of the payment to be made by the vendor's insurer in a given case..

18.4 If in any case the insurance does not cover or does not pay out, and Seller is liable, Seller's liability shall be limited to twice the invoice value of the transaction, at least that part of the transaction to which the liability relates.

## **19. Force majeure**

19.1 In these terms and conditions, force majeure will be understood, in addition to its definition in the law and case law, to include all external causes, foreseen or unforeseen, over which the Seller cannot exercise any control, but which prevent the Seller from fulfilling its obligations, including strikes at the Seller's company or its suppliers.

19.2 During force majeure, the Seller's delivery and other obligations will be suspended. If the period in which fulfilment of the obligations by the seller is not possible due to force majeure lasts longer than 2 months, both parties will be entitled to dissolve the agreement, without any obligation to pay damages in that case.

19.3 If at the start of the force majeure the vendor has already partially fulfilled its obligations, or can only partially fulfil its obligations, it will be entitled to invoice the part already delivered or the part that can be delivered separately and the other party will be bound to pay this invoice as if it were a separate contract. However, this does not apply if the part already delivered or the deliverable part has no independent value.

## **20. Dispute Resolution**

20.1 The court in the place of residence of the Seller shall have exclusive jurisdiction to take cognizance of disputes, unless the District Court is competent. Nevertheless, the seller is entitled to summon the other party to appear before the court with jurisdiction according to the law.

## **21. Applicable law**

21.1 Any agreement between seller and buyer shall be governed by Dutch law. The Vienna Sales Convention is expressly excluded..

## **22. Amendment and location of terms and conditions**

22.1 These terms and conditions have been filed at the office of the Chamber of Commerce in Eindhoven. The most recently filed version or the version valid at the time the present transaction was concluded always applies..

*- Eindhoven Januari 2025-01 -*