

SB Design - General Terms and Conditions

Article 1. Definitions

In the absence of an explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows:

User: SB Design, the User of the general terms and conditions, seller;

Buyer: the other party to the contract with the User, client;

Assignment/order/contract: the contract between the User and the Buyer.

Article 2. General

2.1 These general terms and conditions apply to any order, offer and contract between the User and the Buyer, unless the parties have explicitly agreed in writing to deviate from these terms and conditions. Parties agree that section 6:225 paragraph 3 of the Dutch Civil Code (BW) does not apply in cases where the Buyer refers to his general terms and conditions.

2.2 The present general terms and conditions also apply to all contracts with the User, for which execution the User makes use of the services of third parties.

2.3 The applicability of general terms and conditions other than those of the User is explicitly excluded.

2.4 If the User enters into contracts with the Buyer more than once, the present terms and conditions apply with regard to all following contracts, irrespective of whether or not these are explicitly declared as being applicable.

2.5 If one or more of the provisions of these general terms and conditions are null and void or voided, the remaining provisions of these general terms and conditions shall remain applicable.

Article 3. Offers, orders and contracts

3.1 All offers, in whatever form, are without any obligations and valid for a period of 30 days, unless a different period for acceptance is stated in the offer. User is only bound to the offer when the Buyer confirmed the offer in writing within 30 days

3.2 Contracts of which the User is a party, are only valid:

- after both parties have signed a contract or completed form for that purpose and from the date of the signature, or;
- after receipt and statement of agreement of the written acceptance by the Buyer of an offer made by the User;
- or failing this, by supply to and purchase of the items by the Buyer.

3.3 The user reserves the right to refuse orders/assignments without giving any reasons.

3.4 Delivery times in the offers from the User are indicative and do not give the Buyer, when exceeded, the right of rescission, unless otherwise expressly agreed.

3.5 If the acceptance by the Buyer differs from the offer set out in the quotation, the User is not bound by those differences. The contract is then effected not subject to the differences in the acceptance, unless the User states otherwise.

3.6 Prices are stated in Euros exclusive of VAT and other government levies, charges, taxes, and exclusive of storage, shipping and any transport and packaging costs, unless explicitly agreed otherwise.

3.7 If the User arranges shipping of purchased items, the User invoices the Buyer separately for the transport and packaging costs.

3.8 User is not bound, if the acceptance (on secondary items) departs from the in the quotation included offer. The agreement is not in accordance with the deviating acceptance, unless User indicates otherwise.

3.9 A composite price statement does not oblige the User to perform part of an order at a corresponding proportion of the stated price.

3.10 Offers or quotations are not valid for any subsequent order.

Article 4. Models/pictures

4.1 If the Buyer is shown a model, sample or picture, it is assumed that it was shown as an indication, unless explicitly agreed in writing that the item to be supplied will be completely in accordance with this.

4.2 Any models, pictures, numbers, measurements, weights or descriptions included in various publications are only intended as an indication.

4.3 The following situations can never give rise to any claims:

- differences in colour, scent and size of less than 10%;
- any typesetting errors or misprints in various publicised notices.

Article 5. Execution of the contract

5.1 The User will execute the contract to the best of his knowledge and ability and in accordance with high standards. All this based on the at the time current scientific knowledge in the Netherlands.

5.2 The User determines the manner in which the contract is executed, unless explicitly agreed otherwise between parties in writing.

5.3 If and insofar as the proper execution of the agreement, the User has the right to have certain work done by others.

5.4 The Buyer shall ensure that all data which the User deems necessary or which the Buyer reasonably understand that these are necessary for the execution of the agreement will be provided to the User. If the necessary information is not timely provided to User, User has to suspend the right implementation of the agreements and / or the additional costs resulting from the delay in accordance with the usual rates charged to the Buyer.

5.5 The User is not liable for any damage, of whatever nature, due to the fact that the User has used incorrect and / or incomplete details supplied by the Buyer, unless these incorrect or incomplete details should have been apparent to the User.

5.6 If it is agreed that the agreement will be implemented in phases User can suspend the implementation those parts belonging to a following stage until the Buyer has approved in writing the results of the previous stage.

5.7 If User or third parties engaged by User perform work at the site of the Buyer or a location designated by Buyer, Buyer shall bear the costs for the facilities reasonably desired by those employees.

5.8 Buyer shall indemnify the User for any claims by third parties who may sustain in connection with the execution of the agreement and attributable to the Buyer.

Article 6. Delivery

6.1 Goods are sent by an external carrier up to the first threshold. At an additional cost it is possible to deliver the goods inside and on the correct storey. This is entirely the responsibility of the Buyer. User is never liable for any damage caused to property or goods.

6.2 If the User delivers the items, each time this will be done to the most recent Buyer's delivery address known to the user. If no separate delivery address is known, delivery will be to the invoice address.

6.3 The Buyer must purchase or receive the items immediately after the finished goods are produced. If the items are available to the Buyer or offered to the Buyer for delivery, but are not purchased by the Buyer for whatever reason, delivery will take place by means of a written notification by the User.

6.4 If the User needs details from the Buyer with regard to the execution of the contract, delivery time starts after the Buyer has supplied these details to the User.

6.5 Any delivery period stated by the User is an indication. Any delivery period stated is therefore never a final deadline. If the period is exceeded, the Buyer must declare the User in default in writing.

6.6 If the Buyer refuses to purchase the goods or fails to supply information or instructions necessary for delivery, the User is entitled to store the items at the expense and risk of the Buyer.

6.7 When the Buyer is not present at the time of delivery, Buyer has to determine a new delivery date with the carrier.

6.8 If the goods, because of impossible delivery are returned to User than transport and return costs are charged to the Buyer.

6.9 The invoice must be paid before the goods will be delivered.

6.10 The User is entitled to make part deliveries, unless differently provided for in an agreement or a part delivery has no independent value. The User is entitled to invoice part deliveries separately.

6.11 If it is agreed that the agreement will be implemented in phases User can suspend the implementation those parts belonging to a following stage until the buyer has approved in writing the results of the previous stage.

Article 7. Inspection, complaints

7.1 The Buyer is obliged to inspect the purchased items or executed assignment (or have it inspected) at the time of supply/delivery. The Buyer must inspect whether the packaging is visibly damaged by transport. If it is visually detected draw this on the shipping documents or refuse to accept the goods delivered under this damage.

7.2 The Buyer is obliged to inspect the purchased items as soon as possible. The Buyer must inspect whether the quality and the quantity of the delivered items consists with what was agreed or at least meets the requirements that are common in normal (business) transactions.

7.3 The Buyer must report any visual complaints about the delivered / supplied item / assignment to the User within seven days. Any non-visual complaints have to be reported within three months. No rights can be derived to all complaints after these period.

7.4 The Buyer remains under an obligation to receive and pay for the purchased items, even if there is a complaint about the delivered items.

7.5 If the Buyer wishes to return the delivered items this can only be done with the User's prior permission. Returns must be sent carriage paid in undamaged state and original packing. Before returning the products the Buyer always has the contact the User about the return procedures.

7.6 Any payments made by the Buyer, if specified conditions are met, are refunded within 10 days, minus the actual postage.

7.7 If a complaint is justified, the User will replace the supplied item, unless this has demonstrably become pointless to the Buyer. The reasons for this must be notified by the Buyer in writing. However, the User is in all cases only liable within the limits of the provisions in the articles "Guarantee" and "Liability".

Article 8. Payment, prices and costs

8.1 If the User and the Buyer have agreed upon an administered price, User shall nevertheless be entitled to increase the price. Buyer will always be informed in advance of this.

8.2 The User may pass on price increases, if between the time of the offer or quotation and the execution of the contract / delivery price changes of more than 10% have occurred with regard to, for example, social contributions, taxes, exchange rates, wages, raw materials, semi-finished goods or packaging materials.

8.3 The prices used by the User are excluded VAT and other taxes, and excluding other costs like shipping and handling, unless otherwise indicated.

8.4 The User will notify the Buyer any increase in price or rate in writing. The User will state the size of the increase and the date it will take effect.

Article 9. Amendment of Agreement

9.1 If during the execution of the agreement turns out it is necessary to change the work or supplement for a proper execution, the parties will timely and in mutual consultation modify the agreement.

9.2 If the parties agree that the agreement be amended and / or supplemented, the time of completion of the execution can be affected. User will inform the Buyer as soon as possible.

9.3 If the amendment and / or supplement to the agreement has financial and / or qualitative consequences, the User will inform the Buyer in advance.

9.4 If a fixed rate has been agreed upon then User shall indicate the extent to which the change or supplement to the agreement will result in an increase of said fixed rate.

9.5 Notwithstanding the provisions in this the User will not be able to charge additional costs if the change or supplement is the result of circumstances that can be attributed to him.

Article 10. Transfer of Risk

10.1 The risk of loss or damage to the items that are subject of the contract, transfers to the Buyer at the time these items are legally and / or physically delivered to the Buyer and have therefore been brought under the Buyer's control or under the control of a third party allocated by the Buyer or at the time the items are ready for delivery, all this after the Buyer was notified accordingly.

10.2 If the User arranges transport for the items that are subject of the contract, this will be fully at the expense and risk of the Buyer. The Buyer is responsible for arranging suitable insurance.

Article 11. Force Majeure

11.1 The parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that cannot be attributed to gross negligence or intent on the part of the party relying on this and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

11.2 In these general terms and conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all external causes foreseen or unforeseen, that are beyond the control of the User but which prevent the User from fulfilling his obligations. Industrial action in the User's company, power failures, traffic jams, export restrictions and delay in the supply of raw materials by suppliers are included in this.

11.3 User also has the right to invoke force majeure if the circumstance rendering (further) fulfilment occurs after the User should have fulfilled his obligation.

11.4 The parties can suspend their contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.

11.5 At the time of the start of the period of force majeure, in so far as the User has already fulfilled part of his contractual obligations or will be able to fulfil these and the fulfilled part or part to be fulfilled has independent value, the User is entitled to separately charge for the part already fulfilled or the part to be fulfilled.

Article 12. Suspension and dissolution

12.1 The User is authorised to suspend compliance with his obligations or to dissolve the contract if:

- the Buyer does not or does not fully fulfil his contractual obligations, or does not fulfil these on time.

- after entering into the contract the User becomes aware of circumstances which cause him to have good reasons to fear the Buyer will not or not fully fulfil his obligations, or not fulfil these in time. In case there are good grounds for fearing that the client will fulfil his obligations only in part or inadequately, the suspension shall only be permitted if justified by the shortcoming.

- on entering into the contract the Buyer is requested to provide security for fulfilling his contractual obligations and this security is not forthcoming or insufficient.

12.2 In addition the User is authorised to dissolve the contract or have it dissolved, if circumstances arise of such a nature that compliance with the contract is no longer possible or can no longer be required according to the standards of fairness and equity or if other circumstances arise of such a nature that the contract cannot reasonably be left in effect in unamended form.

12.3 If the contract is dissolved, the claims of the User on the Buyer shall become immediately due and payable. If the User suspends compliance with his obligations, he retains his claims by law and under the contract.

12.4 The User always reserves the right to claim compensation for any costs incurred.

Article 13. Cancellation

13.1 If the Buyer, after a contract is effected, wishes to cancel it, 10% of the order price (including VAT) are charged as cancellation costs, without prejudice to the User's right to claim full compensation including lost profit.

13.2 If the Buyer, on cancellation, refuses to purchase the items specially produced for the Buyer by the User, the Buyer is obliged to pay all costs resulting from this to the User.

13.3 If an item is (temporarily) not available, the Buyer will be notified by the User a month after receipt of the order at the latest. In this case the Buyer may cancel the order at no cost.

If the Buyer has already paid the user for the item, the Buyer will be reimbursed or settlement will be made with other invoices.

13.4 Cancellation must be done in writing by mail or by email stating the reasons for it.

Article 14. Payment

14.1 Payment must be made in advance, in a way indicated by User and in the currency invoiced. Any objections to the invoice amount will not suspend the payment obligation.

14.2 If the Buyer remains in default of payment within the stipulated period, the Buyer is in default by operation of law. In this case interest 1% per month or part thereof is payable by the Buyer, unless the statutory interest or statutory trade interest is higher, in which case the highest interest applies. The interest over the due and payable amount is calculated from the time the Buyer is in default until such time the full amount is paid.

14.3 In the case of liquidation, (application for) bankruptcy, granting of statutory debt adjustment under the Debt Management (Natural Persons) Act, seizure or (temporary) suspension of payment on the part of the Buyer the amounts payable by the Buyer to the User are immediately due and payable.

14.4 Firstly payments reduces the costs, then the devolution of interest and finally the main amount and accrued interest.

14.5 User can, without being in default, refuse an offer for payment, if the Buyer designates a different sequence of attribution.

Article 15. Collecting Costs

15.1 If the Buyer is in default or fails to fulfil any of its obligations, then all reasonable costs incurred to obtain satisfaction out of court on behalf of the Buyer. If Buyer defaults in the timely payment of a sum of money, he forfeits a immediately payable fine of 15% of the outstanding amount. With a minimum of € 50.00.

15.2 If user has made higher costs, which were reasonably necessary, are these also qualify for reimbursement.

15.3 Any reasonable judicial and execution costs will also be borne by the Buyer.

15.4 Buyer shall owe interest over the collection costs.

Article 16. Guarantee

16.1 The items delivered by the User comply with the technical demands and specifications stipulated in Dutch law.

16.2 All products have a standard 2-year warranty on manufacturing defects. Parts which are subject to wear by their orientation or operating conditions are not covered by the warranty. Just as excessive load, unsuitable lubricants, incompetent handling, use or repair.

16.3 This guarantee is restricted to:

- the purchased item, specifically distinguished by a serial number, CE number.

- manufacturing faults and therefore does not include any damage as a result of improper, careless or incompetent use by the Buyer or a third party

- supplies to Buyers in the EU, unless parties have agreed otherwise.

16.4 This guarantee lapses in the case of adaptations, amendments, mixing, changes or repairs by a third party to or of the delivered item, unless parties have agreed otherwise.

16.5 For as long as the Buyer is not fulfilling his obligations resulting from the contracts entered into by the parties, he may not rely on this guarantee provision.

16.6 The User's technical service gives a binding opinion on any damage / defect, whether it concerns a guarantee issue as a result of a construction fault, or it concerns any damage / defect by wear and tear.

16.7 Manufacturing defects will be repaired free of charge, provided that it is within the guarantee period.

16.8 Costs for repairs out of the warranty are determined after subsequent calculation. At all-time call out charges are calculated.

16.9 Warranty is based on Carry in. Call-out costs are always charged for repairs on site.

16.10 Repair is always done after assignment in writing.

Article 17. Liability

17.1 In the event of the User being held liable, that liability shall be limited to the provisions of this clause.

17.2 The User is never liable for:

- differences, damages, faults and defects that have gone unnoticed in items approved by the Buyer.

- differences, damages, faults and defects due to incorrect installation.

- indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.

- damage resulting from rejected aromatic or colouring agents and raw materials, due to the fact that environmental legislation changed after entering into the contract.

- unlawful, improper or unprofessional use by the Buyer or third party of the delivered item.

17.3 If the User is liable for damage, this liability is limited to the maximum payment awarded by the User's insurer or alternatively the maximum claim amount, or alternatively that part of the claim the liability relates to.

17.4 The User is never liable for any material / nonmaterial damage resulting from advice provided. Advice is only given on the basis of facts and circumstances know to the User and in joint consultation, whereby the User always uses the Buyer's intention as guidance and basic principle.

17.5 Any claims for damages must be submitted to the User in writing immediately after the damage occurred.

17.6 User is never liable for indirect damages, including consequential damages, lost profits, injury, lost savings and loss due to business interruption.

17.7 The limitations to liability for damage included in these general terms and conditions do not apply if the damage is due to a wilful act or gross negligence by the User or his subordinates.

17.8 For the remainder rests no liability on User for any damages whatsoever.

Article 18. Retention

18.1 All goods delivered by User, also including designs, sketches, drawings, films, software, (electronic) files etc. remain the property of User until the Buyer has fulfilled all of his obligations with User.

18.2 The Buyer is not entitled to pledge the under title falling or encumber in any other way.

18.3 If third parties seize the property delivered or rights to establish or exercise, the Buyer is obliged to inform the User as soon as reasonably may be expected.

18.4 The Buyer undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage and theft and the policy of this insurance on first request for inspection.

18.5 Goods delivered by the User under 1. of this article, may only be resold in the context of normal business and must never be used as a payment.

18.6 In the event that User wishes to exercise his ownership rights mentioned in this article, the Buyer gives unconditional and irrevocable permission to User or third parties designated by it to enter all places where User's property located

Article 19. Disclaimers

19.1 The Buyer shall indemnify the User for claims of third parties concerning intellectual property rights on the Buyer supplied materials or information used in the execution of the agreement.

19.2 If the Buyer provides User with information carriers, electronic files or software etc., guarantees that said information carriers, electronic files or software are free of viruses and defects.

Article 20. Intellectual property and copyright

20.1 Without prejudice to the other provisions of these general terms and conditions, the User reserves the rights and powers enjoyed by the User based on intellectual property rights and copyright.

20.3 In the context of the agreement, by the User created designs, brochures, advertising texts, sketches, drawings, films, software and other materials or (electronic) files remain the property of User. Even though when it is handed over to the Buyer or to third parties, unless otherwise agreed.

20.4 All items sold and / or produced, designs, sketches, drawings, samples and brochures supplied by the User are only intended for use by the Buyer and may not, without prior permission from the User be multiplied, sold on, processed, copied, reproduced, publicised or made known to third parties, unless the nature of the sold items or supplied documents provides otherwise.

20.5 The User reserves the right to use due to the execution of the work increased knowledge for other purposes, provided that no confidential information is disclosed to third parties.

20.6 Goods remain property of the User until the entire amount (goods, transport, repairs, etc.) are met.

Article 21. Privacy

21.1 Both parties are required to disclose any confidential information obtained in the course of their agreement from each other or from another source. Information is confidential if announced by a party or if this follows from the nature of the information.

21.2 If, pursuant to a statutory provision or a court decision, User account information is confidential by law or by the competent court appointed third parties to supply them, and User will be unable to invoke a legal or recognized by the competent court or permitted right to, User is not liable for damages or compensation and the party is not entitled to rescind the contract under any resulting damages.

Article 22. Export

22.1 All export transactions must be done under FCA terms, unless explicitly agreed otherwise.

22.2 All payment of export transactions must be made in advance.

22.3 The Buyer guarantees that any import certificates, inspection certificates or licences required for import of the items in the country of destination have been or will be obtained. Any damage the user suffers as a result of this obligation not being fulfilled fully or in time will be at the expense of the Buyer.

22.4 The Buyer indemnifies the User at all times against any claims by the authorities with regard to duties, taxes, excise duty, assessment costs and inspection cost payable on import of the items. These costs will always be at the expense of the Buyer and will be invoices separately.

Article 23. Translations of these terms and conditions

Only the Dutch language version of these terms and conditions is authentic. If a translation differs from the original in any way, the Dutch text takes precedence.

Article 24. Disputes

Any disputes as a result of the contract entered into by the parties will initially be decided in the court situated in the place the User is located. However, the User has the right to bring the dispute before the court competent by law.

Article 25. Applicable law

Any contract between User and Buyer is governed by Dutch law.

Article 26. Filing with the office of the commercial register

These conditions have been filed at the offices of the Chamber of Commerce for Eindhoven.

Bergeijk, November 2021