

## **General Terms & Conditions Grodenta B.V. (outside of the Netherlands or Germany)**

### **General Terms & Conditions**

The following general terms and conditions govern the contractual relationship between Grodenta B.V. (hereinafter „Grodenta“) and their customers residing in a country outside of the Netherlands or Germany.

#### **§ 1 Applicability**

1.1 These General Terms & Conditions of Sale (hereinafter: Terms and Conditions) shall apply to all offers, orders and agreements of Grodenta and customers outside of the Netherlands or Germany and exclude any other general terms and conditions. The conditions may also be consulted on our website(s) at [www.grodenta.nl](http://www.grodenta.nl) / [www.grodenta.de](http://www.grodenta.de) / [www.grodenta.com](http://www.grodenta.com).

1.2 Only commercial orders are accepted. Thus consumers may not order any products.

1.3 Acceptance of an offer or placement of an order implies that you accept the applicability of these Terms and Conditions.

1.4 The stipulations of these Terms and Conditions may only be deviated from in writing (E-Mail) and must be approved by Grodenta, in which case the remaining provisions shall remain in force.

1.5 Any rights and entitlements, as negotiated in these Terms and Conditions and in any further agreements on behalf of Grodenta, shall equally be stipulated on behalf of intermediaries and other third parties engaged by Grodenta.

1.6 Your order with details of the concluded contract (for example type of product, price etc.) will be saved by us. We will send you the Terms and Conditions, but you can also call them up on our website at any time. If you wish to secure the product description of our shop page for your own purposes you may do a screenshot during the order process or alternatively print the whole page.

#### **§ 2 Offers/agreements**

2.1 The offer of products displayed on the website does not state a legally binding offer by Grodenta but rather the invitation to the customer to make an offer for the conclusion of a contract.

2.2 You can add one or more products to your shopping cart. In the course of the ordering process, you enter your data and choices regarding payment methods, delivery modalities, etc. Only by clicking the order button you enter a binding offer to conclude a purchase contract.

2.3 Orders from consumers are not possible and will not be executed or will be rejected. Therefore, if you order a product, we assume that you order in your capacity as an entrepreneur or company. 2.4 An agreement shall only be concluded after acceptance of your order by Grodenta. Please note that the confirmation of receipt of your order is not an acceptance by Grodenta. Grodenta shall be entitled to reject orders or to connect specific conditions to the shipment, unless expressly stipulated otherwise. If an order is not accepted, Grodenta shall submit such notification within ten (10) working days after receipt of the order.

#### **§ 3 Prices and payments**

3.1 Our prices are displayed in Euro and are - unless otherwise stated or agreed upon in writing - calculated plus applicable VAT (if any) as well as processing and shipping costs, possible taxes or other duties for which you are basically responsible.

3.2 The purchase price is due upon contract conclusion.

3.3 Payment shall be effected upfront without discount or setoff. If otherwise agreed in writing, this shall take place within eight (8) days after the invoice date.

3.4 In case of delayed payment you will be in default from the date on which payment should have been made. From this date, a default interest of 1% per month or a part thereof will be due on the outstanding amount. If payment is only made after notification by Grodenta, an amount of fifteen euros (€ 15.00) for administration costs will be due per reminder. In the event Grodenta outsources its claim

for collection, the collection charges will also be payable, which are at least fifteen per cent (15%) of the outstanding amount, without prejudice to the authority of the debt collection company to instead claim the actual statutory debt collection fees for out-of-court-collection.

3.5 In the event you are in default of payment, Grodenta shall be entitled to suspend performance of the relevant agreement and to suspend or dissolve any related agreements.

3.6 You are only entitled to offset if your counter claims are legally proven by court, indisputable or accepted by us in writing.

3.7 A right of retention can only be executed insofar as the claims result from the same contractual relationship.

3.8 In the event of default we are also entitled to resign from the contract after a further deadline has passed without payment.

#### **§ 4 Delivery**

4.1 Details regarding delivery times can be found on the website. Any delivery time is calculated from the date of money receipt. Differing delivery times may apply due to respective information on the product site.

4.2 Without explicit agreement of a delivery date and confirmation by the managing directors of Grodenta, we are not liable for short interest, meaning that Grodenta is not liable for a delivery that is effected later. The delivery dates specified by Grodenta are indicative only. If any delivery date is exceeded, this shall neither entitle you to damages nor entitle you to cancel your order or to dissolve the agreement, unless the delivery date has been exceeded to such an extent that you cannot be reasonably expected to leave the agreement intact. In such case you shall be entitled to cancel the order or to dissolve the agreement insofar as that is necessary.

4.3 Delivery of the products shall take place at the place where and the time when the products are ready to be dispatched to you.

4.4 Delivery of goods is regularly fulfilled after full payment. Subject to a separate agreement or on basis of a partial payment, we may from time to time order goods not in stock when ordered.

4.5 Furthermore we reserve the right of changes to the stock and thus in delivery time during the payment period of the customer.

4.6 In case you order a product which – according to its product description – was not available (yet) and we are not supplied with this product by our suppliers without our fault, we are entitled to withdraw from the contract, if the acquisition of such product is disproportionate. In this case, we will immediately inform you and, if possible, offer to deliver a comparable product. Should no comparable product be available or should you not wish for delivery of such a comparable product, we will immediately refund any payment made for the respective order to that point. In this case you are even entitled to withdraw from the contract.

4.7 We may execute the shipment of your order in parts as long as your interest is not affected unacceptably. We will bear the additional shipment costs.

4.8 Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract. Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide a revised program rescheduling the works to minimize the effects of the prevention or delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

4.9 If a delivered product is not accepted at your address, you have to pay the additional costs for returning the product. You will have to pay the costs of returning in any other way than in case of a warranty or a defects liability.

4.10 For business customers the risk of accidental loss and accidental deterioration of the sold good moves on the customer with the transfer to himself or herself or a person authorized to receive it; in case of shipment of goods, the risk moves on to the customer when we hand out the goods to a suitable transport person.

4.11 In case transport loss is obvious upon delivery, please claim such damages immediately with the deliverer and contact us as soon as you can..

### **§ 5 Retention of title**

5.1 The property to the delivered products shall only pass to you after you have paid all that you own Grodenta pursuant to the agreement. The risk in respect of the products shall already pass to you at the time of delivery.

### **§ 6 Liability & Liability for defects**

6.1 We exclude our liability for slightly negligent breaches of duty, provided these are not contractual obligations, damages resulting from injury to life, body or health, guarantees or claims under the Product Liability Act are affected. The same exclusion applies to breaches of duty by our vicarious agents. Contractual obligations are those in particular, the obligation to hand over the goods to you and to provide you with its property. Furthermore we have to provide you with goods free of material and legal deficiencies. If a product does not have the contractual agreed quality.

6.2 Grodenta shall have the option to replace the relevant products after they have been returned with new products or to refund the invoice value. In case replacement fails twice, you may withdraw from the order.

6.3 We assume no liability for defects and damages resulting by your improper use, operation, storage, negligent, carelessness, wrong handling, faulty repair or excessive stress of the product.

6.4 Notifications from Grodenta (by phone or e-mail) are indications only, from which no rights may be derived.

### **§ 7 Intellectual and industrial property rights**

7.1 You are obliged to fully and unconditionally respect all intellectual and industrial property rights attached to the products supplied by Grodenta.

### **§ 8 Obligation of examination and notification of defects for entrepreneurs**

8.1 As an entrepreneur you are obliged to inspect the goods for obvious defects immediately upon delivery. Obvious deficiencies include the lack of manuals as well as substantial, easily visible damage to the goods. Further cases are included in which a different item or a lesser quantity is supplied. Such obvious deficiencies are to be notified to us within two weeks after delivery.

8.2 Deficiencies that become apparent only later are to be notified within four weeks after the first notice by the buyer.

8.3 In case of violation of the obligation to examine and inform us of such defects the goods are deemed as approved in regard to the defect.

### **§ 9 Orders/communication**

9.1 Grodenta shall not be liable for any misunderstandings, deterioration, delays or improper receipt of order data and communications due to the use of Internet or any other means of electronic communication between you and Grodenta, or between Grodenta and third parties, insofar as these

relate to the relationship between you and Grodenta, unless and insofar as intention or gross negligence exists on the part of Grodenta.

### **§ 10 Force majeure**

10.1 Without prejudice to the other rights to which it is entitled, in case of force majeure Grodenta shall be entitled, at its discretion, to suspend the performance of your order or to dissolve the agreement without judicial interventional, by informing you of this in writing and without any obligation on the part of Grodenta to pay any compensation, unless this would be unacceptable in the given circumstances according to the standards of reasonableness and fairness. Force majeure shall be understood as detailed in § 4.8.

### **§ 11 Right of withdrawal**

11.1 There is no right of withdrawal as the offer is only aimed to commercial customers.

11.2 If, for any reason whatsoever, you wish to cancel an order, you can inform us by e-mail before making payment. Once we have received payment for your order it is unfortunately no longer possible to cancel an order for items that we must order specially. These items are ordered at the same time that we receive your payment.

### **§ 12 Miscellaneous**

12.1 Grodenta shall be entitled to send all orders to the address provided by you at registration / ordering, unless you notify Grodenta of an alternative address to which your orders should be sent.

12.2 If, for a short or longer period of time, Grodenta has permitted differences to these Terms and Conditions, whether or not tacitly, this shall leave its right intact to demand immediate and strict compliance with these Terms and Conditions.

12.3 If one or more of the stipulations of these Terms and Conditions or any other agreement should be in violation of any applicable legal provision, the relevant stipulation shall be cancelled and it shall be replaced by a comparable legally allowable stipulation to be determined by Grodenta.

12.4 Please note our separate data policy.