

General Terms and Conditions Grodenta B.V.

Article 1: Applicability

1.1 To the exclusion of any other general terms and conditions, all offers, orders and agreements of Grodenta any other general terms and conditions, these General Terms and Conditions of Sale (hereinafter: Terms and Conditions) shall apply. These terms and conditions can also be consulted on the Internet, see www.grodenta.nl

1.2 By accepting an offer or placing an order you accept the applicability of these

1.2 Accepting an offer or placing an order means that you accept the applicability of these Terms.

1.3 The provisions of these Terms and Conditions may only be deviated from in writing, in which case the

1.3 The provisions of these Conditions may only be deviated from in writing, in which case the remaining provisions shall remain in full force.

1.4 All rights and claims stipulated in these terms and conditions and in any further agreements for Grodenta are likewise stipulated for the benefit of persons hired by Grodenta.

1.4 All rights and claims that are stipulated in these Conditions and in any further agreements for Grodenta shall likewise be stipulated for the benefit of intermediaries and other third parties engaged by Grodenta.

Article 2: Offers/agreements

2.1 All offers made by Grodenta shall be free of obligation and Grodenta expressly reserves the right to reserve the right to change prices, in particular when this is required on the basis of (legal) regulations. See also article 3.5.

2.2 An agreement shall only be concluded after Grodenta has accepted your order.

Grodenta shall be entitled to refuse orders or to attach certain conditions to the delivery, unless expressly stated otherwise.

2.3 Grodenta shall be entitled to refuse orders or to attach certain conditions to delivery, unless expressly stipulated otherwise. If an order is not accepted, Grodenta shall inform you thereof within ten (10) working days after receipt of the order.

Article 3: Prices and payments

3.1 The prices stated for the products and services offered are in euros, exclusive of VAT and exclusive of

and exclusive of handling and shipping costs, any taxes or other levies, unless otherwise

otherwise stated or agreed in writing.

3.2 Payment must be made in advance without discount or compensation. If otherwise agreed in writing agreed upon in writing within eight (8) days after the invoice date if it concerns deliveries within the Netherlands.

3.3 If the payment term is exceeded, you are in default from the day that payment should have

3.3 If the payment term is exceeded, you will be in default from the day on which payment should have been made and you will owe default interest of 1% per month or part

part of a month over the outstanding amount. If payment is made after a reminder has been sent by Grodenta, you will owe an amount of fifteen euros (€ 15.00) for administration costs and if Grodenta outsources the collection of the debt, you shall also owe the collection costs, which must be at least € 50.

If Grodenta outsources its claims for collection, you shall also owe the collection charges, which shall be at least fifteen percent (15%) of the outstanding amount.

of the outstanding amount, without prejudice to Total Care's authority to instead charge the actual

the actual extrajudicial collection costs incurred.

3.4 If you are in default with any payment, Grodenta is entitled to (execute) the

3.4 If you are in default with any payment, Grodenta is entitled to suspend or dissolve (the execution of) the agreement concerned and any or to dissolve the agreement.

3.5 If the prices for the products and services offered rise in the period between the order and its

3.5 If the prices for the offered products and services increase in the period between the order and its implementation, you are entitled to cancel the order or to dissolve the agreement within ten

3.5 If the prices for the offered products and services increase during the period between the order and the execution thereof, you are entitled to cancel the order or to dissolve the agreement within ten (10) days after notification of the price increase by Grodenta.

Article 4: Delivery

4.1 Any delivery times given by Grodenta shall be indicative only.

Exceeding a given delivery

delivery time does not entitle you to any compensation and neither does it entitle you to cancel your order or dissolve the agreement.

cancel your order or dissolve the agreement, unless the delivery period is exceeded in such a way

delivery period is such that you cannot reasonably be required to uphold

the agreement.

agreement intact. You are in that case entitled to cancel the order or to dissolve the agreement

agreement to the extent necessary.

4.2 The delivery of the products shall take place at the place and time at which the products

ready for dispatch to you.

Article 5: Retention of title

5.1 Ownership of products delivered shall not be transferred until you have paid to Grodenta

5.1 Ownership of products delivered shall not be transferred until you have paid all amounts owed to Grodenta pursuant to any agreement. The risk in respect of the

The risk in respect of the products shall pass to you at the time of delivery.

Article 6: Intellectual and industrial property rights

6.1 You must completely and unconditionally respect all intellectual and industrial property rights that rest on

products supplied by Grodenta fully and unconditionally.

6.2 Grodenta does not guarantee that the products delivered to you do not infringe any (unwritten) intellectual and/or industrial property rights.

(unwritten) intellectual and/or industrial property rights of third parties.

Article 7: Complaints and liability

7.1 On delivery you are obliged to check whether the products comply with the agreement.

agreement upon delivery. If this is not the case, you must inform Grodenta as soon as possible and in any case within seven (6) weeks.

7.1 If this is not the case, you must inform Grodenta in writing as soon as possible and in any case within seven (7) working days after delivery, or at least after detection

7.2 If it has been demonstrated that the products do not satisfy the requirements of the agreement, the customer must inform Grodenta in writing, by telephone or by e-mail.

7.2 If it has been demonstrated that the products do not satisfy the agreement, Grodenta shall have the choice of

Grodenta shall have the choice of replacing the products in question, on their return, with new products or

new products or refund the invoice value of the products.

7.3 If you wish to cancel an order for any reason, before payment has been made, you can

you can let us know by e-mail. Once we have received the payment of your order

unfortunately it is no longer possible to cancel an order for articles which we have to order

special order. These items are immediately ordered when we receive your payment.
received.

7.4 advice given by Grodenta (by telephone or e-mail) is only an indication and no rights can be derived from it.
rights can be derived from them.

Article 8: Orders/communication

8.1 For misunderstanding, mutilation, delay or improper transmission of orders and communications as a result of the use of the internet or any other means of communication in the traffic between traffic between you and Grodenta, or between Grodenta and third parties, insofar as they relate to the Grodenta is not liable unless and insofar as there is intent or gross negligence on the part of there is intent or gross negligence on the part of Grodenta.

Article 9: Force majeure

9.1 Without prejudice to the other rights to which it is entitled, Grodenta shall in the event of force majeure Grodenta shall have the right, at its own discretion, to suspend the execution of your order or to dissolve the agreement without dissolve the agreement without judicial intervention by informing you of this in writing and without Grodenta Grodenta shall not be liable to pay any compensation, unless in the given circumstances this is circumstances, would be unacceptable according to the standards of reasonableness and fairness.
be unacceptable in the given circumstances.

9.2 Force majeure shall be understood to mean any failure that cannot be attributed to Grodenta

9.2 'Force majeure' shall be understood to mean any failure for which Grodenta cannot be held responsible, because it cannot be blamed and for which it cannot be held accountable by virtue of the law, any juristic act or generally accepted practice.

Article 10: Miscellaneous

10.1 If you provide Grodenta with an address in writing, Grodenta shall be entitled to send all orders to that address, unless you provide Grodenta with another address in writing.

of another address to which your orders should be sent.

10.2 If Grodenta has tacitly or implicitly permitted deviations from these of these terms and conditions for a short or longer period, this shall not

affect its right to demand immediate and strict compliance with these terms and conditions.

of these Terms and Conditions for a short or longer period of time. You can never assert any right based on the fact that

Grodenta applies these Terms and Conditions flexibly.

10:3 If one or more of the provisions of these terms and conditions or any other agreement

10:3 If one or more of the provisions of these Terms and Conditions or any other agreement with Grodenta is/are contrary to any applicable legal provision, the provision in question shall

provision in question shall cease to be valid and shall be replaced by a new provision that Grodenta

10.3 Grodenta shall be entitled to suspend the performance of the agreement for a period of two years.

10.4 Grodenta shall be authorised to make use of third parties in the execution of your order(s).

third parties for the execution of your order(s).

Article 11: Applicable law and competent court

11.1 All rights, obligations, offers, orders and agreements to which these Conditions apply, as well as to these Conditions, exclusively Dutch law shall apply.

applicable.

11.2 All disputes between the parties shall be submitted exclusively to the competent

competent court in the Netherlands.