

Delivery Terms and Conditions Grodenta B.V.

Definitions

1. Grodenta B.V.: Grodenta B.V., established in Goirle under Chamber of Commerce no. 18129073.
2. Customer: the person with whom Grodenta B.V. has entered into an agreement.
3. Parties: Grodenta B.V. and customer together.
4. Consumer: a customer who is also an individual and who acts as a private person.

Applicability of the terms and conditions of delivery

1. These terms and conditions of delivery shall apply to all work, orders, agreements and deliveries of services or products by or on behalf of Grodenta B.V..
2. The parties may deviate from these terms and conditions of delivery only if they have expressly agreed to do so in writing.
3. The parties explicitly exclude the applicability of additional and/or deviating general and/or delivery terms and conditions of the customer or of third parties.

Payments and term of payment

1. Grodenta B.V. may require a down payment of up to 50% of the agreed amount when entering into the agreement.
2. The customer must have made subsequent payments within 7 days after delivery of the product.
3. Payment deadlines are considered to be final payment deadlines. This means that if the customer has not paid the agreed amount by the last day of the payment period, he shall be in default by operation of law, without Grodenta B.V. having to send a reminder or issue a notice of default.
4. Grodenta B.V. reserves the right to make a delivery dependent on immediate payment or to demand security for the total amount of the services or products.

Consequences of not paying in time

1. If the customer does not pay within the agreed period, Grodenta B.V. shall be entitled to charge the statutory interest of 8% per month for commercial transactions as from the day on which the customer is in default, whereby part of a month shall be counted as a whole month.
2. When the customer is in default, he shall also owe Grodenta B.V. extrajudicial collection costs and any damages.
3. The collection costs shall be calculated in accordance with the Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten).
4. If the customer fails to pay on time, Grodenta B.V. may suspend its obligations until the customer has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, the claims of Grodenta B.V. against the customer shall be immediately due and payable.
6. If the customer refuses to cooperate in the execution of the agreement by Grodenta B.V., he shall still be obliged to pay to Grodenta B.V. the full price agreed upon.

Right of complaint

1. As soon as the customer is in default, Grodenta B.V. shall be entitled to invoke the right of complaint with respect to the unpaid products delivered to the customer.
2. Grodenta B.V. shall invoke the right of complaint by means of a written or electronic notification.
3. As soon as the customer has been notified of the invoked right of complaint, the customer shall immediately return the products to which this right relates to Grodenta B.V., unless the parties agree otherwise.
4. The costs of taking back or bringing back the products shall be borne by the customer.

Right of suspension

Unless the customer is a consumer, the customer waives the right to suspend the fulfilment of any obligation resulting from this agreement.

Right of retention

1. Grodenta B.V. may invoke its right of retention and in that case keep possession of the customer's products until the customer has paid all outstanding invoices with respect to Grodenta B.V., unless the customer has provided sufficient security for those expenses.
2. The right of retention shall also apply on the basis of earlier agreements from which the customer still owes payments to Grodenta B.V..
3. Grodenta B.V. shall never be liable for any loss that the customer may suffer as a result of exercising its right of retention.

Settlement

Unless the customer is a consumer, the customer waives its right to set off a debt owed to Grodenta B.V. against a claim against Grodenta B.V..

Retention of title

1. Grodenta B.V. shall remain the owner of all products delivered until the customer has fulfilled all his payment obligations towards Grodenta B.V. in full, including claims relating to failure to perform the agreement.
2. Until that time, Grodenta B.V. may at all times invoke its retention of title and take back the goods.
3. Before ownership has passed to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Grodenta B.V. invokes its retention of title, the agreement shall be deemed dissolved and Grodenta B.V. shall be entitled to claim damages, loss of profit and interest.

Delivery

1. Delivery shall take place as long as stocks last.
2. Delivery shall be made at Grodenta B.V.'s place of business, unless the parties have agreed otherwise.
3. Delivery of products ordered online shall take place at the address indicated by the customer.
4. If the agreed amounts are not paid or not paid on time, Grodenta B.V. shall be entitled to suspend its obligations until the agreed part has been paid.
5. Late payment shall constitute creditor's default, with the result that the customer shall not be able to hold Grodenta B.V. responsible for late delivery.

Delivery time

1. The delivery times stated by Grodenta B.V. are indicative and if exceeded shall not entitle the customer to dissolution or compensation, unless parties have expressly agreed otherwise in writing.
2. The delivery period shall commence at the time that the customer has completely completed the (electronic) ordering process and has received an (electronic) confirmation thereof from Grodenta B.V.
3. Exceeding the stated delivery time shall not entitle the customer to compensation or the right to dissolve the agreement, unless Grodenta B.V. is unable to deliver within 14 days after having been requested to do so in writing or if parties have agreed otherwise.

Actual delivery

The customer shall ensure that the actual delivery of the products ordered by him can take place on time.

Delivery of goods by order

1. The customer shall be obliged to accept the goods produced by Grodenta B.V. on his order.
2. If goods have not been taken by the client after the expiry of the delivery time, they shall remain available to Grodenta B.V.. Goods that have not been taken delivery of shall be stored for the account and risk of the customer. Grodenta B.V. may always make use of the authority of section 6:90 of the Dutch Civil Code.

Delivery on demand

If the customer and Grodenta B. V. have agreed on delivery on demand and the customer, without being entitled to do so, has not taken delivery of the goods within the agreed period or, if there is no agreed period, within 3 (three) months after the

notification of completion, Grodenta B. V. may dissolve the agreement concluded with the customer, without Grodenta B.V. being obliged or being able to make any compensation and without prejudice to Grodenta B.V.'s right to claim from the customer all losses incurred or to be incurred as a result thereof, who shall be obliged to compensate Grodenta B.V. for such losses.

Delivery and transfer of risk

The risk of loss, damage or depreciation of a purchased item shall pass to the customer at the time when the item is brought into the control of the customer.

Transport costs

Transportation costs are borne by the customer, unless the parties have agreed otherwise.

Packaging and dispatch

1. If the packaging of a product delivered has been opened or damaged, the customer must, before accepting delivery of the product, have the carrier or delivery person make a note of this, failing which Grodenta B.V. cannot be held liable for any damage.

2. If the customer is responsible for the transport of a product, he must report any visible damage to the products or the packaging to Grodenta B.V. prior to the transport, failing which Grodenta B.V. cannot be held liable for any damage.

Insurance

1. The client undertakes to adequately insure the following items and to keep them insured against, among other things, fire, explosion and water damage as well as theft:
items delivered that are necessary for the execution of the underlying agreement items belonging to Grodenta B.V. that are on the customer's premises
items that have been delivered subject to retention of title

2. At Grodenta B.V.'s first request the customer shall make the policy of this insurance available for inspection.

Retention

1. If the customer takes delivery of ordered products later than the agreed delivery date, the risk of a possible loss of quality shall be borne entirely by the customer.

2. Any additional costs resulting from premature or late acceptance of products will be borne entirely by the customer.

Assembly and installation

Although Grodenta B.V. does its utmost to carry out all assembly and/or installation work as well as possible, it bears no responsibility for this except in the case of intent or gross negligence.

Warranty

1. If the parties have entered into an agreement for services, this agreement contains only an obligation to perform to the best of one's ability and therefore no obligation to achieve a certain result for Grodenta B.V.

2. The guarantee with respect to products shall apply exclusively to defects caused by faulty manufacturing, construction or material.

3. The warranty does not apply in the case of normal wear and tear and of damage caused by accidents, modifications made to the product, negligence or inexpert use by the customer, as well as when the cause of the defect cannot be clearly determined.

4. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties shall pass to the customer at the moment at which they are legally and/or actually delivered, or at least come under the control of the customer or of a third party who takes delivery of the product on behalf of the customer.

Exchanges

1. The exchange of purchased items is only possible if the following conditions are met:

exchanges take place within 7 days after purchase against submission of the original invoice
The product is returned in its original packaging or with the original (price) tags still attached.
The product has not been used

2. Discounted items, non-durable items such as food, custom-made items or items specially adapted for the customer and Quotation products cannot be exchanged.

Execution of the Agreement

1. Grodenta B.V. shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.

2. Grodenta B.V. shall be entitled to have the agreed services (partly) carried out by third parties.

3. The execution of the agreement shall take place in mutual consultation and after written agreement and payment of any agreed advance by the client.

4. It is the customer's responsibility that Grodenta B.V. is able to start executing the agreement in time.

5. If the customer has not ensured that Grodenta B.V. can commence the execution of the agreement in a timely manner, the resulting additional costs and/or additional hours shall be borne by the customer.

Provision of information by the customer

1. The customer shall make all information, data and documents that are relevant for the correct execution of the agreement available to Grodenta B.V. on time and in the desired form and manner.

2. The client warrants the accuracy, completeness and reliability of the information, data and documents made available, even if they originate from third parties, insofar as the nature of the agreement does not require otherwise.

3. If and in so far as the customer so requests, Grodenta B.V. shall return the documents in question.

4. If the client does not provide the information or data reasonably required by Grodenta B.V., or does not do so on time or in the proper manner, and the execution of the agreement is delayed as a result, the client shall bear the additional costs and the additional hours incurred as a result.

Duration of the agreement concerning a service

1. The agreement between Grodenta B.V. and the customer concerning a service or services shall be entered into for an indefinite period of time, unless something else follows from the nature of the agreement or if parties have expressly agreed otherwise in writing.

2. If an agreement has been entered into for a definite period of time, it shall be converted tacitly into an agreement for an indefinite period of time after expiry of the period, unless one of the parties terminates the agreement with due observance of a notice period of 2 months, or a consumer terminates the agreement with due observance of a notice period of 1 month, as a result of which the agreement shall end by operation of law.

3. If within the duration of the contract the parties have agreed on a period for the completion of certain work, this is never a deadline. If this period is exceeded the customer must give Grodenta B.V. written notice of default.

Termination of indefinite service agreement

1. The customer may terminate an agreement for a service entered into for an indefinite period of time at any time, subject to

1. The customer may terminate an agreement for an indefinite period at any time with due observance of a notice period of 2 months.

2. A consumer has the right to terminate an agreement for an indefinite service with observance of a notice period of 1 month.

Execution of a service

1. Grodenta B.V. shall always keep the customer informed about the progress of the service and notify the customer immediately when the service or a characteristic part thereof is completed. At the customer's request, Grodenta B.V. shall

account for the manner in which it has performed the service (or a characteristic part thereof).

2. If at any time Grodenta B.V. anticipates that its obligations cannot be fulfilled, or cannot be fulfilled on time or properly, Grodenta B.V. shall notify the customer immediately.

Confidentiality

1. The customer shall keep any information (in any form) received from Grodenta B.V. confidential.

2. The same applies to all other information regarding Grodenta B.V. of which the customer knows or can reasonably be expected to know that it is secret or confidential or of which he can be expected that its disclosure may harm Grodenta B.V.

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3. The customer shall take all necessary measures to ensure that he also keeps the information referred to in paragraphs 1 and 2 secret.

4. The obligation of confidentiality described in this article shall not apply to information which was already in the public domain before the customer became aware of it, or which has subsequently become public without this being due to a breach of the customer's duty of confidentiality that is made public by the customer pursuant to a legal obligation

5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiry.

Penalty clause

1. If the other party violates the article of these Terms and Conditions of Delivery concerning confidentiality or intellectual property, he shall forfeit for each violation for the benefit of Trade Name an immediately payable fine.

If the other party is a consumer, this penalty shall be € 1,000.

if the other party is a legal entity, this penalty shall be €5,000.

2. In addition, the other party shall forfeit an amount equal to 5% of the amount referred to in paragraph 1 for each day that the breach continues.

3. No prior notice of default or legal proceedings shall be required for the forfeiture of this penalty. There is also no need for any form of damage to have occurred.

4. Forfeiture of the penalty referred to in paragraph 1 of this article shall not affect Grodenta B.V.'s other rights, including its right to claim damages in addition to the penalty.

Indemnification

The customer shall indemnify Grodenta B.V. against all claims of third parties that are related to the products and/or services delivered by Grodenta B.V.

Complaints

1. The customer shall examine a product delivered or a service rendered by Grodenta B.V. as soon as possible for any shortcomings.

2. If a product delivered or a service rendered does not comply with what the customer may reasonably expect from the agreement, the customer must notify Grodenta B.V. thereof as soon as possible, but in any case within 1 month after the deficiencies have been discovered.

3. Consumers must notify Grodenta B.V. thereof at the latest within 2 months after they have discovered the shortcomings.

4. The customer shall give as detailed a description as possible of the shortcoming, so that Grodenta B.V. is able to respond adequately.

5. The customer must show that the complaint relates to an agreement between the parties.

6. If a complaint concerns ongoing work, this may in any case not lead to Grodenta B.V. can be obliged to carry out other work than that agreed upon.

Notice of default

1. The customer must give notice of default in writing to Grodenta B.V..
2. It is the customer's responsibility that a notice of default actually reaches Grodenta B.V. (on time).

Joint and several liability of the customer

If Grodenta B.V. concludes an agreement with several customers, each of them shall be severally liable for the full amounts that they owe Grodenta B.V. under that agreement.

Liability of Grodenta B.V.

1. Grodenta B.V. shall be liable for any loss suffered by the customer only if and insofar as such loss is caused by intentional acts or omissions or deliberate recklessness.
2. If Grodenta B.V. is liable for any damage, it shall be liable only for direct damage arising from or connected with the execution of an agreement.
3. Grodenta B.V. shall never be liable for indirect damage, such as consequential damage, loss of profit, lost savings or damage to third parties.
4. If Grodenta B.V. is liable, such liability shall be limited to the amount paid out by a (professional) liability insurance taken out and in the absence of (full) payment by an insurance company of the amount of the loss, the liability shall be limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and apply only approximately and can not cause damage compensation and / or (partially) dissolution of the agreement and / or suspension of any obligation.

Expiry period

Any right of the customer to claim compensation from Grodenta B.V. shall in any case lapse 12 months after the event from which the liability arose directly or indirectly. This does not exclude the provisions of section 6:89 of the Dutch Civil Code.

Right of rescission

1. The customer shall be entitled to dissolve the agreement if Grodenta B.V. fails imputably in the fulfilment of its obligations, unless this failure does not justify the dissolution in view of its special nature or minor importance.
2. If Grodenta B.V.'s fulfilment of the obligations is not permanently or temporarily impossible, dissolution can only take place after Grodenta B.V. is in default.
3. Grodenta B.V. shall be entitled to dissolve the agreement with the client if the client fails to fulfil his obligations under the agreement in full or on time, or if Grodenta B.V. becomes aware of circumstances that give it good reason to fear that the client will not be able to fulfil his obligations properly.

Force majeure

1. In addition to the provisions of section 6:75 of the Dutch Civil Code, a failure by Grodenta B.V. to fulfil any obligation towards the client cannot be attributed to Grodenta B.V. in a situation independent of the will of Grodenta B.V. as a result of which the fulfilment of its obligations towards the client is wholly or partly prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected from Grodenta B.V.
2. The force majeure situation referred to in paragraph 1 shall also include - but not be limited to -: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure on the part of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions.
3. If a force majeure situation occurs that prevents Grodenta B.V. from fulfilling 1 or more obligations to the customer, these obligations shall be suspended until Grodenta B.V. can fulfil them again.
4. As soon as a force majeure situation has lasted for at least 30 calendar days, both parties may dissolve the agreement in writing, either wholly or partially.
5. Grodenta B.V. shall not be liable for any compensation or damages in a situation of force majeure, even if it

enjoys any advantage as a result of the situation of force majeure.

Modification of the agreement

If, after the conclusion of the agreement for its implementation, it appears necessary to modify or supplement its contents, the parties shall, in a timely manner and in mutual consultation, adapt the agreement accordingly.

Amendment of delivery terms

1. Grodenta B.V. shall be entitled to amend or supplement these terms and conditions of delivery.
2. Changes of minor importance may be made at any time.
3. Grodenta B.V. shall discuss major changes in the contents with the customer beforehand as much as possible.
4. A consumer shall be entitled to terminate the agreement in the event of a substantial change to the terms and conditions of delivery.

Transfer of rights

1. Rights of the customer arising from an agreement between the parties may not be transferred to third parties without the prior written consent of Grodenta B.V..
2. This provision shall be deemed to be a clause that has effect under property law as referred to in section 3:83(2) of the Dutch Civil Code.

Consequences of nullity or voidability

1. If one or more provisions of these terms and conditions of delivery should prove to be void or voidable, this shall not affect the other provisions of these terms and conditions.
2. A provision that is null or voidable shall in that case be replaced by a provision that comes closest to what Grodenta B.V. had in mind on that point when drawing up the terms and conditions.

Applicable law and competent court

1. These terms and conditions of delivery and any agreement between the parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district where Grodenta B.V. has its registered office shall have exclusive jurisdiction to hear any disputes between the parties, unless the law imperatively stipulates otherwise.

Applicability of the terms and conditions of delivery

1. These terms and conditions of delivery are applicable as of 01 September 2021.