

**Algemene Verkoop Voorwaarden**  
**General Sales-Terms-and-Conditions**

**Article 1 Applicability**

- 1.1 These General Terms and Conditions are applicable to all quotations, requests and offers, as well as every agreement to supply goods and / or services (hereafter: **"Agreement"**) of the limited company Zerostock B.V., located and with registered offices in Belfeld, the Netherlands, as well as companies affiliated to Zerostock B.V. (Florishof B.V. or Belfort Capital B.V.) Hereafter jointly referred to as **"Zerostock B.V."**. Any terms or conditions which deviate from these General Terms and Conditions will only apply if these have been explicitly approved in writing by Zerostock B.V..
- 1.2 The applicability of general and / or other (purchasing) terms and conditions of the other party to Zerostock B.V., (hereafter referred to as **"Buyer"**), is explicitly rejected by Zerostock B.V., unless these terms and conditions, or a part thereof, have been accepted explicitly in writing by Zerostock B.V..
- 1.3 Buyer with whom Zerostock B.V. has effectuated an Agreement under these General Terms and Conditions accepts the applicability of these General Terms and Conditions on all subsequent Agreements.
- 1.4 Zerostock B.V. is entitled to alter these General Terms and Conditions unilaterally. Zerostock B.V. will provide Buyer with timely notification of such changes.
- 1.5 Buyer is only entitled to call on terms which differ from those in these General Terms and Conditions if these differing terms have been explicitly accepted by Zerostock B.V. in writing in a separate agreement. Where the separate agreement contradicts these General Terms and Conditions the provisions of the separate agreement or Agreement will prevail above the provisions in the General Terms and Conditions.
- 1.6 In the case of the invalidity or annulment of one or more of the provisions of the Agreement or of these General Terms and Conditions the other provisions remain in force in their entirety. Zerostock B.V. and Buyer will then negotiate a replacement of the invalid or annulled provisions of these General Terms and Conditions, by provisions which as far as possible meet the intention of the invalid or annulled provisions.

**Article 2 Effectuation**

- 2.1 Quotations provided by Zerostock B.V. are without obligation and do not oblige Zerostock B.V. to supply the goods or services offered to Buyer. Unless otherwise specified in the quotation, this is valid no longer than 7 (seven) days.
- 2.2 Offers or quotations are not automatically applicable to repeat orders.
- 2.3 An Agreement between Zerostock B.V. and Buyer comes into effect after Zerostock B.V. has confirmed an order in writing to Buyer or Zerostock B.V. has within two weeks of the order having been placed, begun actual implementation of the order. Agreements entered into via agents, sales representatives and/ or other persons, only bind Zerostock B.V. after these Agreements have been confirmed by Zerostock B.V. in writing, or Zerostock B.V. has begun the actual implementation thereof.
- 2.4 Changes related to the Agreement will only come into force if these have been agreed in writing by Zerostock B.V. and Buyer.

**Article 3 Delivery, ownership and risk**

- 3.1 Any delivery term given is always an approximation and not an expiration date, unless explicitly agreed in writing. Zerostock B.V. will make reasonable efforts to realise the delivery of the goods and/or services on the approximate delivery date given. Zerostock B.V. will inform Buyer if, and as soon as it has any indication that the approximate delivery date will not be met. If possible, Zerostock B.V. will give an indication of the new delivery date. Until the goods are paid the goods remain owned by Zerostock B.V. Zerostock B.V. uses an extended reservation of ownership on all the goods which are ever delivered by Zerostock B.V.
- 3.2 Unless explicitly agreed otherwise in writing the Zerostock B.V. warehouses (in Belfeld) will apply as delivery location.
- 3.3 Ownership of the goods supplied by Zerostock B.V. remains with Zerostock B.V. until Buyer has met all subsequent obligations of any Agreement made with Zerostock B.V., being:
  - reciprocation for the goods and/or services supplied or to be supplied;
  - finally meeting any claims by Zerostock B.V. against Buyer as a result of failure on the part of Buyer to meet, either in part or in full, any Agreement made with Zerostock B.V..
- 3.4 The liability and the risk for the goods and/or services to be supplied by Zerostock B.V. transfer to Buyer at the moment of purchase of the goods to Buyer.

**Article 4 Obligation to Inform**

- 4.1 At the first request to do so by Zerostock B.V., Buyer is obliged to provide Zerostock B.V. with all information relevant to the Agreement, including but not limited to the correct BTW (sales tax) identification number, as well as the name under which Buyer is registered with the relevant tax authority.

**Article 5 Prices**

- Unless stated otherwise, the prices used are based on the purchasing prices, wages, wage costs, social and government charges, transport costs, insurance premiums and other costs applicable at the time of the quotation, or the order date respectively. All prices stated are exclusive of any sales tax which may be due.
- 5.1 In the case of an increase in one or more cost price factors, Zerostock B.V. is entitled to increase the order prices accordingly, in due consideration of any statutory applicable requirements, provided however that details of any known future price increase are stated at the time the Agreement is entered into.

#### **Article 6 Surety**

- 6.1 Zerostock B.V. has the right to demand sufficient surety from Buyer with respect to the ability to meet any payment obligation, including requiring Buyer to make advance payments, prior to making delivery or continuing with subsequent deliveries, or meeting any other obligation arising from the Agreement.
- 6.2 In the case of reasonable doubt on the part of Zerostock B.V. regarding Buyer's ability to pay, Zerostock B.V. has the right to postpone delivery or cancel the order.

#### **Article 7 Complaints**

- 7.1 Buyer is obliged to carry out (arrange for) inspection of the goods supplied by Zerostock B.V. on delivery, or as soon as possible (no later than within 72 hours after delivery). Buyer must check that what has been supplied is in accordance with the Agreement, namely:
- if the correct goods and/or services have been supplied;
  - if the goods and/or services supplied are in accordance with what has been agreed, with respect to quantity (for example, quantity and amount);
  - if the goods and/or services supplied meet the agreed quality requirements, or, if these have not been specifically agreed, the requirements which could be expected for normal use and/or normal purposes.
- 7.2 If defects are discovered, Buyer must inform Zerostock B.V. in writing within 8 (eight) days after delivery of the goods and/or services.
- 7.3 If the defects or claims stated by Buyer under article 7.2 are acknowledged as founded by Zerostock B.V., at Zerostock B.V.'s discretion, Zerostock B.V. can opt to rectify the defect or to refund the net invoice amount.
- 7.4 Complaints with respect to invoices should be made by Buyer in writing to Zerostock B.V. within 8 (eight) days after the invoice date of the invoices.
- 7.5 The submission of a claim does not relieve Buyer of its obligations arising from the Agreement with Zerostock B.V..
- 7.6 If any changes are made to the products, if the products are used, boxes are opened or products are damaged. Any reason to claim is denied.

- 8.1 characteristics needed for any special use, where this special use has been explicitly included in the Agreement with Zerostock B.V..

#### **Article 8 Guarantee**

Zerostock B.V. always sells without guarantee. After delivery the goods will be checked by the buyer, and Zerostock B.V. will be freed from any claims, charges, or guarantee issues.

## Article 9 Liability

- 9.1 Lack of, late and/or defective delivery as well as the inadequate functioning of the goods and/or services, supplied does not give Buyer the right to damage compensation and/or rescission, where there is a case of force majeure on the part of Zerostock B.V..
- 9.2 Irrespective of any other rights it may have, Zerostock B.V. has the right, should it for reasons beyond its control ("force majeure") be prevented from implementing the Agreement either on time or at all, the right to suspend implementation of the Agreement, or to rescind all or part of the Agreement, at its own discretion, without any obligation to pay damages or other reparations.
- 9.3 Force majeure on the part of Zerostock B.V. includes where, if after entering into the Agreement, Zerostock B.V. is prevented from meeting its obligations under this agreement as a result of:  
War, threat of war, civil war, civil unrest, risk of war, fire, water damage, flood, strikes, occupation, lock-out, import and export restrictions, government measures, defects in machinery, disruptions to the supply of energy, all of which in the Zerostock B.V. organisation or that of third parties from whom the supplier must source the necessary (raw) materials or resources in part or in full, as well as during storage or transportation whether or not under its own control and also all causes not attributable to Zerostock B.V., or circumstances beyond Zerostock B.V.'s scope of fault or risk.
- 9.4 All liability on the part of Zerostock B.V. for indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of company productivity, is totally excluded.
- 9.5 Zerostock B.V.'s total liability as a result of attributable failings in meeting its obligations under an Agreement with Buyer is limited to paying direct damages to the amount for which Zerostock B.V. has taken out Insurance cover, and in any case a maximum of Euro 2,000 (two-thousand).
- 9.6 Zerostock B.V.'s liability as a result of attributable shortcoming in the fulfilment of its obligations under an Agreement only come into effect if Buyer serves notice of default to Zerostock B.V. immediately and in writing, such notice to include a reasonable period in which Zerostock B.V. is able to remedy the breach, and Zerostock B.V. has failed to remedy this shortcoming in meeting its obligations within this reasonable period. To avoid misunderstandings, Buyer should include in the notice of default as detailed as possible a description of the breach of Zerostock B.V.'s obligations.
- 9.7 Buyer indemnifies Zerostock B.V. against all claims from third parties with respect to the goods supplied by Zerostock B.V., with the exception of claims and demands by third parties against Buyer on the grounds of potential older intellectual property rights and/or claims and demands which cannot be excluded with respect to Buyer on the grounds of mandatory legal regulations.
- 9.8 Zerostock B.V. is obliged to indemnify Buyer, in case it has been legally established that the goods and/or services delivered by Zerostock B.V. infringe upon the intellectual property rights of a third party, and to compensate Buyer for any direct damages suffered by Buyer or its customers as a consequence thereof. This indemnification is only applicable if Buyer informs Zerostock B.V. immediately and in writing of any possible demand (IP claim) by a third party, and Zerostock B.V. is given the opportunity to deal with this claim or demand independently. If so, after prior approval from Zerostock B.V., Buyer will follow all instructions and directions given by Zerostock B.V. in order to deal with this claim.

## Article 10 Rescission

- 10.1 Zerostock B.V. is entitled, without affecting its full rights to compensation of costs, damages and/or interests, to rescind all or part of the Agreement, without the need to serve notice or legal intervention with immediate effect when:
- a. a bankruptcy request has been served against Buyer or Buyer is declared bankrupt;
  - b. Buyer has submitted a request for suspension of payment or such a request has been honoured;
  - c. a request has been submitted or honoured for application of the "Wet Schuld- sanering Natuurlijke Personen" (debt restructuring for natural persons);
  - d. Buyer dies or is placed under receivership;
  - e. Buyer moves to suspension, liquidation or transfer of his business or moves to change the purpose of his business;
  - f. a writ of sequestration is served on all or part of the Buyer's property;
  - g. Buyer fails to meet any of the obligations under an Agreement or in law;
  - h. Buyer fails to make payment of the amount invoiced or a part thereof within the stated term.

## Article 11 Termination

- 11.1 Zerostock B.V. is entitled to terminate a perpetual Agreement via registered mail respecting a notice period of 1 (one) months.
- 11.2 Zerostock B.V. is entitled to terminate a fixed-term Agreement via registered mail respecting a notice period of 1 (one) month.

## Article 12 Right to suspend performance

- 12.1 If and for as long as Buyer fails to meet any of its obligations arising from its Agreement with Zerostock B.V., or any associated agreement, appropriately or on time, Zerostock B.V. has the right to suspend fulfilment of its obligations under an Agreement.
- 12.2 Buyer is not entitled to suspend fulfilment of its obligations under an Agreement.

### **Article 13 Payment**

- 13.1 Unless otherwise agreed, payment by Buyer should be made, either net in cash on delivery, or by means of bank deposit or transfer to a bank or giro account designated by Zerostock B.V., as determined by Zerostock B.V., within 30 (thirty) days of the invoice date, without the right to any deductions or compensation.
- 13.2 Zerostock B.V. is at all times authorised to make use of its right to set-off.

### **Article 14 Interest and costs**

- 14.1 If payment has not been made within the term stated in article 13, Buyer is in breach, and Zerostock B.V. is entitled to charge Buyer interest of 2% (two per cent) in addition to the applicable statutory commercial interest, on the amount due.
- 14.2 If goods are not picked up within 2 weeks, Zerostock B.V. charges the buyer €4,50 per pallet per week that the goods remain at the warehouse of Zerostock.
- 14.3 All judicial and extra-judicial costs are for the account of Buyer. The extra-judicial debt collection costs are at least 15% (fifteen per cent) in the Netherlands and 20% (twenty per cent) for countries other than the Netherlands of the principal sum owed by Buyer with a minimum of Euro 125 (one hundred and twenty five).

### **Article 15 Cancellation**

- 15.1 If an order accepted by Zerostock B.V. is cancelled by Buyer, Zerostock B.V. is entitled, provided that it accepts the cancellation, to charge a fixed compensation for damages of 30% (thirty per cent) of the invoice amount, plus any costs, such as those charged by suppliers to Zerostock B.V..

### **Article 16 Proof**

- 16.1 In determining the scope of the payment obligations of Buyer the administrative records of Zerostock B.V. are decisive, unless Buyer is able to provide objective evidence to the contrary.
- 16.2 Between Zerostock B.V. and Buyer the quantities, measurements and weights specified on the invoice or consignment note will count as correct, unless Buyer is able to provide objective evidence to the contrary.

### **Article 17 Applicable jurisdiction and disputes**

- 17.1 All quotations, transactions, orders and agreements Zerostock B.V. enters into with Buyer – unless explicitly agreed otherwise - are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded and the Convention does not apply to the Agreements between Zerostock B.V. and Buyer.
- 17.2 All disputes related to and/or arising from these General Terms and Conditions and/or Agreements to which these General Terms and Conditions apply, will generally be judged by the suitably authorised judge in Venlo (the Netherlands (NL)). Contrary to the above, Zerostock B.V. reserves the right to present any possible disputes to the relevant judge in the place where Buyer is legally based.

### **Article 18 Miscellaneous**

This translation of the “Algemene Verkoop Voorwaarden” is provided for your convenience only. In the case of any discrepancy with the original, the Dutch version will prevail.