

## **General Terms and Conditions of Sale and Delivery of Quality Colors B.V., Rijnsburg**

(Deposited with the Chamber of Commerce in Leiden under number 28101516)

### **General**

These general terms and conditions of sale apply to all our offers and to all agreements entered into with third parties.

### **Offers**

All our offers are without obligation; however, we reserve the right to revoke any offer within three working days after receipt of its acceptance.

### **Prices**

Quoted prices apply, unless otherwise stated, excluding VAT and shipping and transport costs. Agreed prices are based on the cost factors applicable at the time the agreement was concluded. We reserve the right, with a delay of three months, to pass on a proportional price increase to the buyer in the event of price increases by our suppliers or other changes in price-determining factors.

### **Shipping, Storage and Transport**

Shipping, storage and transport are always at the buyer's risk, even in the case of carriage-paid (franco) deliveries. The choice regarding shipping, storage, transport and packaging lies with us.

### **Delivery**

The rights arising from the seller's order to its suppliers—such order preceding delivery to the buyer—may be transferred to third parties. The buyer may file a written objection against such transfer and will then have the right, on that basis alone, to demand dissolution of the agreement.

A third party that acquires these rights from the seller may also, in place of the original seller, deliver the relevant goods to the buyer.

Partial deliveries may take place.

The standard delivery period is 7 days, unless expressly agreed otherwise in the contract. If the delivery period is exceeded, this will only result in default if delivery still does not take place after the expiration of an additional delivery period of 7 days. This additional period starts on the day we receive a written notice of default sent by registered mail.

If delivery still does not occur after notice of default, the buyer is entitled to cancel the agreement in writing. The absence of delivery can never give rise to a claim for damages exceeding the invoice amount or the maximum payout under our business liability insurance.

### **Force Majeure**

If force majeure delays or prevents the execution of the agreement, we are entitled to cancel the agreement without the buyer being entitled to any compensation.

Force majeure also includes the failure or late delivery of the goods necessary for fulfilling our obligations by our suppliers, strikes, and obstructive government measures.

### **Liability and Complaints**

Complaints regarding deliveries must be submitted to us in writing within eight days after the goods have reached the buyer.

If a complaint is submitted in time and the delivered goods do not conform to the agreement, we will, at our discretion and upon return of the delivered goods, either provide replacement free of charge or credit the returned goods. Resulting damages will only be compensated up to a maximum of the invoice amount or the maximum payout under our business liability insurance.

### **Payment**

Unless otherwise stated on the invoice, payment must be made within thirty days of the invoice date. Any discount for cash payment may be applied if payment is made within the specified term, except when one or more other invoices remain unpaid. In case of late payment, interest will be charged equal to the statutory interest applicable on the invoice date, increased by a risk surcharge of 4% per year, for each month or part thereof that payment is overdue.

A complaint does not suspend the payment obligation. Set-off is never permitted.

Extrajudicial collection costs are in accordance with the rates used by the Bar Association and become due without further notice as soon as we transfer the claim to third parties for collection.

### **Security**

In the event of non-payment of a due amount, suspension of payment, or if after conclusion of the agreement well-founded doubt arises concerning the buyer's proper fulfilment of their obligations, the buyer is obliged, upon first request, to make advance payment or provide security.

Failure to comply with this obligation will be regarded as a breach of contract and entitles us to dissolve the agreement, in whole or in part, without further notice of default or judicial intervention. We may claim compensation at least equal to the amount the buyer owed us under the agreement.

All delivered and yet-to-be-delivered goods remain our exclusive property until all claims we have or will have on the buyer—for any reason whatsoever—have been fully paid. Until then, the buyer is not permitted to resell, encumber, process or otherwise dispose of the goods without our prior written consent.

If the buyer fails to comply with any obligation under the agreement, we are entitled—without notice of default—to reclaim the goods, in which case the agreement is dissolved without judicial intervention, without prejudice to our right to claim damages.

### **Disputes**

All our agreements are subject to Dutch law.

All disputes arising from offers and deliveries as well as from agreements for the execution of work or for purchase and sale will—if the buyer does not respond within one month to the proposal to submit them to the judgment of a civil court—be referred to the competent court in the seller's place of establishment in accordance with the law.

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### **Additional Conditions of Quality Colors B.V. Webshop**

- The prices in our webshop are exclusive of VAT and exclusive of transport costs.
- We apply a minimum order value of €100 ex works within the Netherlands. Outside the Netherlands, a minimum order value of €250 ex works applies.
- Transport costs are calculated separately and will be determined after the webshop order has been received.
- The transport costs we charge are fixed rates that our carrier/package service charges us for shipping the order. (If you wish to collect an order yourself, this is of course also possible.)
- All orders must be paid in advance. You will receive a pro forma invoice from us after placing an order, including transport costs.
- Once we have received payment of the pro forma invoice, we will produce the order and inform you when it is ready for shipment.

### **Conditions for Discounts**

For orders exceeding €1,000 (excluding VAT), you will receive a 10% discount on trade goods.

Please note: the discount does not apply to transport costs.