

# General Conditions AFVALBOX

## Article A. General

1. These general terms and conditions apply to all offers and agreements with regard to the production, sale and delivery of products by Afvalbox v.o.f. hereinafter referred to as supplier.
2. All provisions of these terms and conditions apply between the parties, insofar as neither has deviated from them explicitly and in writing.
3. Any agreed deviating provisions from these general terms and conditions do not entitle the customer to apply those provisions to any other agreements.
4. If, on the basis of any nullity, reasonableness and fairness or the unreasonably onerous nature, any provision in these general terms and conditions cannot be invoked, the other provisions in these general terms and conditions will remain in full force and in place of the invalid provision. to apply a provision that most closely approximates the intention of the parties.
5. Unless expressly agreed in writing, general terms and conditions of third parties are excluded.
6. Identity Supplier:

AFVALBOX v.o.f. established and domiciled at:

Correspondence address: Parallelweg 8, 3299 AN. Maasdam  
Visiting address: Griendweg 41, 3295 KV 's-Gravendeel  
Management A.A. (Arjon) Groeneweg

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E .: info@afvalbox.net  
I .: www.afvalbox.net

Chamber of Commerce no .: 73761095  
VAT no .: NL.8596.55.015.B01

## Article B. Definitions

1. General terms and conditions: the general terms and conditions described here.
2. Intellectual property: all rights to intellectual property and related rights, such as copyrights, design rights, trademark rights, trade name rights, patent rights, database rights and other rights.
3. Customer: the company or legal entity that concludes or wishes to conclude an agreement with the supplier.
4. Supplier: Afvalbox v.o.f. who offers products and / or services to customers.
5. Company: legal or natural person, not being a consumer.
6. Agreement: agreement pertaining to the delivery by the supplier to the customer.
7. Products: products offered by the Supplier.
8. Personal data: as defined in the Personal Data Protection Act.
9. In writing: in writing, by e-mail or reply form from the website.
10. Website: the website (s) operated by the Supplier.

## Article C. Offers / conclusion of agreement

1. Offers from the supplier are without obligation and must be regarded as a whole, unless explicitly deviated from in writing.
2. If the customer places an order, the agreement is concluded after the supplier has accepted it in writing.
3. The supplier is not obliged to deliver products once delivered, if these products have been removed from the production or sales program of the Supplier.
4. All images, photos, drawings and dimensions of the products to be delivered are displayed as accurately as possible on the websites: www.afvalbox.net and www.afvalbox-shop.com The supplier is never liable for errors / omissions in the display and the consequences thereof. Displays on the websites are for illustrative purposes only and no rights can be derived from them.
5. The administrative data of the supplier are binding and decisive for the content of the agreement.
7. The supplier has the right at all times to refuse an order without stating reasons, which will be communicated to the customer by the supplier as soon as possible.
8. Verbal promises by and agreements with the supplier do not bind the supplier, provided they have been confirmed in writing by one of the parties.

## Article D. Prices

1. The prices stated by the supplier are exclusive of turnover tax and freight costs (within the EU) and any other levies imposed by the government at the time of concluding the agreement, unless explicitly stated otherwise.
2. All prices and rates of the supplier are subject to change.
3. Changes in purchase prices, wage and material costs, freight costs, social and government charges, insurance premiums and other costs related to the agreed performance entitle the Supplier to change the price.

## Article E. Delivery

1. The delivery of the goods will take place at the address agreed between the parties.
2. The delivery period (s) stated by the Supplier are determined on the basis of the information known to the Supplier when the agreement was concluded. The agreed delivery time is never a deadline, unless expressly agreed otherwise.

3. Except in the case of intent or gross negligence, the supplier cannot be held liable for any exceeding of the delivery period.
4. In the event of late delivery, the customer must give the supplier notice of default and still give him the opportunity to fulfill his obligations.
5. The Supplier is entitled to make partial deliveries of sold goods.
6. Delivery takes place upon actual handing over of the products. The risk of damage and / or loss of the products rests with the supplier until the moment of delivery.

#### **Article F. Defects, complaint periods and warranty**

1. The supplier guarantees that the products comply with the agreement, the specifications made in the offer, the reasonable requirements of reliability and / or usability and the statutory provisions and / or government regulations existing on the date of the conclusion of the agreement.
2. The customer must check the delivered products upon delivery. In doing so, the customer must check whether the delivered goods comply with the agreement. Any defects must be reported to the supplier in writing within three working days of receipt.
3. The customer must report complaints about invoices to the supplier in writing within seven working days of the invoice date.
4. In the case of agreements, all claims and defenses, based on facts that would justify the assertion that the goods delivered do not comply with the agreement, lapse three months after delivery.
5. Any claim by the customer with regard to delivered products will also lapse if:
  - a. The defects are (partly) the result of normal wear and tear, injudicious and / or incorrect handling, use and / or storage or maintenance of the products;
  - b. Supplier is not immediately given the opportunity by the customer to investigate the complaints and to fulfill its obligations;
  - c. the customer has not, not timely or not properly complied with the fulfillment of any obligation resting on him.
6. If it is demonstrated that the products do not comply with the agreement, the Supplier has the choice to replace the products with new products or to refund the invoice value thereof. These general terms and conditions are therefore fully applicable to any new delivery.
7. If the customer does not report defects or complaints within the aforementioned periods, his complaint will not be processed and his rights will lapse.

#### **Article G. Payment and invoicing**

1. Unless otherwise agreed, invoices from the supplier must be paid within 30 days of the delivery date. Payment via the website will be made by means of an online payment order in a manner as offered on the website at the time of payment. This payment is made by bank transfer.
2. For invoice amounts in excess of € 2000, the supplier reserves the right to stipulate a down payment of 35% of the principal sum.
3. If the customer does not pay on time, he will be in default by operation of law. In that case, the supplier can proceed to take collection measures. The full judicial and extrajudicial costs will then be borne by the customer.

#### **Article H. Force majeure**

1. Force majeure is understood to mean circumstances that prevent the fulfillment of the agreement and that cannot be attributed to the supplier. If and insofar as these circumstances make fulfillment impossible or make fulfillment unreasonably difficult, this will also include: strikes at suppliers of the supplier, strikes in the supplier's company, a general lack of the necessary for the realization of the agreed performance. goods or services, unforeseeable stagnation at suppliers or other third parties on which the supplier depends, general transport problems, fire, government measures, including import and export bans.
2. If the force majeure lasts longer than three months, both parties are entitled to dissolve the agreement. In that case, the supplier is not obliged to pay any compensation.

#### **Article I. Liability**

1. Except in the case of intent and gross negligence, the Supplier is in no way liable for damage arising as a result of the products it supplies and / or any shortcoming in the performance of the agreement or violation of any other obligations towards the customer.
2. Furthermore, except in the case of intent and gross negligence, the supplier is in no way liable for damage arising as a result of the inaccuracy and / or incompleteness and / or unlawfulness of the content of the websites or any other (advertising) expression of the supplier, the (incorrect) use of the website or other expressions of the supplier (such as order forms) by the customer and the provision of incorrect data by the customer.
3. The websites contain hyperlinks to other websites maintained by third parties. Supplier has no influence whatsoever on the information stated on these websites and accepts no liability for damage in any way resulting from the use of these websites.
4. The Supplier is not responsible for photos, descriptions and other information material on the website and in its other (advertising) statements issued by third parties.
5. Damage as referred to in paragraph 1 of this article, which in the opinion of the customer can be attributed to the intent or gross negligence of the supplier, must be done as soon as possible, but in any case within thirty (30) days after the occurrence. to be reported to the supplier in writing. Damage that is not reported to the supplier within that period is not eligible for compensation, unless the customer can demonstrate that he could not reasonably have reported the damage earlier.
6. Should liability of the supplier arise at any time, despite the provisions of Article I.1, it will be limited to a maximum of the invoice amount that the supplier has charged.
7. Any claim to payment of a stipulated fine or to compensation for damage lapses after one year has passed after the event, as a result of which the fine has become due or the damage has been caused, unless the legal recovery has commenced within the said period. made.

8. The customer indemnifies the supplier against all damage that the supplier may suffer as a result of claims from third parties related to the goods delivered by the supplier.

#### **Article J. Intellectual Property**

1. All (deposited) intellectual property rights with regard to products, designs and (advertising) communications, including the websites, are vested in the supplier.
2. The customer and (other) users of the websites acknowledge these rights and guarantee that they will refrain from any infringement thereon, including making copies of the websites other than technical copies required for the use of the websites ( loading and displaying).
3. The supplier makes every effort to ensure that the goods delivered by him do not infringe any right of any intellectual property of third parties, but cannot guarantee this. Should it be established in law that any item delivered by the supplier infringes any intellectual property right of a third party, the supplier shall, at its sole option, replace or remove the item in question or acquire a right of use for it. The customer will not be entitled to invoke this provision if he has not informed the supplier about this in writing within a reasonable time after becoming aware of this fact.

#### **Article K. Privacy**

1. The personal data of the customer will be treated confidentially by the supplier and never made available to third parties. This is in accordance with the Personal Data Protection Act, in addition to which the data is kept by the supplier with the greatest possible care. The supplier only processes the customer's personal data for the following purposes:
  - a. the formation and implementation of the agreement;
  - b. being able to get in touch with the customer;
  - c. the performance of market research, sales activities and direct marketing by the supplier for the products of the supplier and its affiliated companies.

#### **Article L. Applicable law / competent court**

1. All agreements between the supplier and the customer to which these general terms and conditions apply are exclusively governed by Dutch law. The Vienna Sales Convention 1980 (CISG) is emphatically not applicable.
2. If the customer is of the opinion that there is a legal dispute, he will notify the supplier in writing. The supplier will submit a proposal for a solution to the buyer no later than 1 month after notification thereof, in order to avoid a legal action.
3. Disputes will be submitted to the competent court in the district of Rotterdam.

#### **Article M. Delivery, transport and risk**

1. The product is at the risk of the customer from the moment of delivery, even if the ownership has not yet been transferred to the customer.
2. The customer is obliged to accept the purchased goods at the time when they are made available to him or at the time when they are delivered to him.
3. Insofar as shipping and transport of the products has been agreed between the supplier and the customer, this will be at the expense of the customer.

#### **Article N. Retention of title**

1. All products delivered by the supplier remain the property of the supplier until the total amount owed by the customer on the basis of the agreement has been paid to the supplier, including any interest and / or collection costs due.
2. The customer will not process or dispose of the goods delivered by the supplier other than in the normal course of his business. If the customer forms a new good (partly) from goods delivered by the supplier, the customer will only form that good for the supplier until the customer has paid all amounts owed under the agreement. In that case, the supplier has all rights as owner of the formed goods until the moment of full payment by the customer.
3. If the customer is in default with the payment of that which he owes to the supplier on the basis of the agreement, the supplier is entitled to take back all goods that have already been delivered to the customer. The customer irrevocably authorizes the supplier to have all those items returned at the expense of the customer and gives the supplier and the representatives designated by it permission to enter its company premises, warehouses, factory halls, etc. for that purpose.
4. The customer is not allowed to pledge the goods or to establish any other right on them.

#### **Article O. Payment and security**

1. Payment must be made in the agreed currency without any set-off, discount or suspension for whatever reason.
2. If the customer is in default, he owes interest in the amount of 1.5% per (part of the) month.
3. In the event of late payment, liquidation, bankruptcy or suspension of payment of the customer, all payment obligations of the customer become immediately due and payable, irrespective of whether the supplier has already invoiced for this or pre-financing has taken place and the supplier is authorized to continue the execution of the payment. suspend the agreement or proceed to dissolve the agreement, all this without prejudice to the supplier's right to claim damages.
4. The supplier is always entitled to set off what he has, whether or not due and payable or under condition of the customer, against a counterclaim, whether or not due and payable by the customer, against the supplier. If the supplier's claim against the customer is not yet due and payable, the supplier will not exercise its right of set-off, unless the customer's counterclaim is seized or otherwise sought for redress, a limited right in rem or the customer is established. assigns his counterclaim under special title. If possible, the supplier will notify the customer in advance of the use of its settlement authority.
5. The customer is obliged to immediately provide sufficient security at the supplier's first request and in the form desired by the supplier and to supplement this if necessary for the fulfillment of all his obligations. As long as the customer has not complied with this, the supplier is entitled to suspend his obligations.
6. If the customer has not complied with a request as referred to in the previous paragraph within 14 days after a reminder to that effect, all his obligations will become immediately due and payable.

#### **Article P. Dissolution of the agreement**

1. If the customer does not, not timely or not properly fulfill any obligation arising from an agreement with the supplier and it has been given written notice of default by the supplier, as well as in the event of bankruptcy, suspension of payment or under guardianship of the customer or closure or liquidation of his company, the supplier is entitled to terminate the agreement without judicial intervention and without any obligation to pay compensation and without prejudice to his other rights. In those cases, all claims that the supplier may have on the customer are immediately due and payable. In other circumstances, which are not for the account of the supplier, including circumstances mentioned in article F, the supplier is entitled to dissolve the agreement.