



## **General terms and conditions of sale and delivery**

**Compose Advanced Solutions B.V.**

Compose  
Advanced Solutions bv

Bedrijvenweg 7  
5272 PA Sint-Michielsgestel

T +31 73 624 22 26

INGBank  
NL22 INGB 0008 4178 66  
INGBNL2A

KVK 's-Hertogenbosch  
70915156

BTW  
NL8585.09.325.B.01

E [info@compose.nl](mailto:info@compose.nl)  
I [www.compose.nl](http://www.compose.nl)

## **General terms and conditions of sale and delivery of Compose Advanced Solutions B.V.**

### **1. General**

These General Terms and Conditions of Sale and Delivery apply to all of our offers, correspondence and every agreement concluded with us. Purchase conditions or other conditions of third parties are expressly excluded. Deviating terms and conditions are binding if they are confirmed in advance in writing by Compose Advanced Solutions BV (hereinafter: "us").

### **2. Offers**

- 2.1 Unless explicitly provided to the contrary, all of our offers are entirely without obligation and are valid for 30 days after the date of the offer. The agreement between us and the buyer shall first be concluded with our written acceptance.
- 2.2 If an agreement is concluded between us and the buyer because a buyer accepts an offer we have issued in a timely manner, this agreement will be solely determined by the text of that quotation.
- 2.3 Once an agreement has taken effect, any changes only take effect if and insofar as we have confirmed these changes in writing.

### **3. Weights and dimensions**

The specifications of sizes and gross or net weights of the units in which products are delivered when we issue a quotation will always be approximate. Illustrations, in the broadest conceivable sense of the term, are also solely of an indicative nature. A binding nature can only be based on an explicit declaration by us.

### **4. Prices**

- 4.1 Prices are in euros and are exclusive of taxes and levies. The prices are subject to price changes, unless the price change takes place within a period of three months after issuing the offer and the buyer has issued the ordered, unless explicitly specified otherwise in writing within this period.
- 4.2 For orders with a total order value of less than EUR 250 excluding VAT, we charge order and shipment costs according to our regulations to that affect applicable at the time of the acceptance of the order.
- 4.3 The costs of insurance during the transport shall be passed on to the buyer and specified separately on the invoice.
- 4.4 Unless agreed upon otherwise, conducting tests, measurements or other assessments of quality standards are not part of the assignment.

### **5. Delivery**

The indications of delivery terms in the offers, confirmations and/or contracts are provided with the best possible knowledge and will be observed as much as possible, but are not binding. In case of exceeding these terms, the supplier will consult with the buyer. The specified delivery times are never final deadlines.

### **6. Complaints**

- 6.1 Complaints relating to invoices can only be submitted in writing and within 8 days after the invoice date.
- 6.2 Complaints do not grant the buyer the right to suspend payment, unless this is done with our written permission.

- 6.3 Complaints relating to deliveries must be submitted in writing and within 8 days after the delivery date and only if the items are still in the condition in which they were delivered. Failing this, the buyer will be deemed to have fully accepted the delivery.
- 6.4 Minor deviations that are common in the trade or which cannot be technically avoided shall never constitute a reason for a claim. This also includes minor differences in quality, colour, size or finish.
- 6.5 In case of a complaint that we accept, we can once again make delivery in conformance with the order.

#### **7. Payment**

- 7.1 All payments must be made, without deduction or discount, to a bank or giro account that we specify, within 30 days after the invoice date, unless stipulated otherwise. In case of failure to make prompt payment, the buyer will therefore also be held in default without notice of default being required.
- 7.2 Circumstances that come to our attention after concluding the agreement with the buyer and that in our opinion unfavourably influence the buyer's creditworthiness shall make the claim against the buyer immediately payable and we shall be entitled to proceed immediately to execution or to apply the provisions in Article 7, third paragraph.
- 7.3 If we wish, the buyer is required at all times to pay the purchase price in full or in part in advance or to provide security that in our opinion is sufficient for the fulfilment of his obligation towards us.
- 7.4 If the buyer remains in default of any payment or with any other obligation to which he/she is subject towards the supplier, which will be the case as a result of among other things the mere passing of the period within which the buyer should have been made, we shall be entitled to stop all deliveries, regardless of which contract with the buyer they arise, and to terminate the contracts in question without judicial intervention. All this shall not prejudice our right to full compensation and without prejudice to our right to the immediately take back material that is still in the buyer's possession pursuant to the provisions.
- 7.5 If an invoice is not paid within 30 days, the buyer is in default without a prior summons or notice of default being required. As of that moment, all our open invoices will be due immediately and in full.
- 7.6 As of the time of default, the buyer will be charged a discount interest on the entire amount owed equal to 1.5% per month.
- 7.7 If as a result of the default we are required to assign our claim to a third party for collection, all of the corresponding costs, such as administration costs, judicial and extrajudicial costs, including the costs of a bankruptcy petition, shall be at the buyer's expense. The extrajudicial collection costs total at least 15% of the unpaid amount, with an absolute minimum of EUR 150.

## **8. Retention of ownership**

- 8.1 We shall maintain ownership of the goods delivered up until the time that the buyer fulfils all of its obligations towards us relating to these transactions and previous and subsequent transactions. Until that moment, the buyer is required to keep items delivered by us separate from other items and clearly identified as our property and to insure the goods and keep them insured.
- 8.2 If the buyer fails to fulfil any obligation pursuant to paragraph 1 of this article, or if a well-founded fear exists that the buyer will not fulfil the above-mentioned obligations, we shall be entitled, without any notice of default, to immediately take back the delivered goods, wherever they may be located. The retrieval costs shall be charged to the buyer.
- 8.3 As long as the buyer has not paid the above-mentioned amounts, the buyer shall not be entitled to dispose of the goods in question or to create a lien or pledge, either possessory or non-possessory, on them.
- 8.4 If the buyer nevertheless resells the goods, we shall be entitled to the purchase price of the goods, while the buyer undertakes, at our first request, to cooperate with a deed of transfer whereby the buyer cedes its claim against its customer to the seller and up to the amount of the cost price owed to us by the buyer.
- 8.5 If we cannot invoke our retention of ownership, the buyer is required to pledge the newly formed goods to us and, in that context, carry out the actions required for that.

## **9. Liability and warranty**

- 9.1 We shall decide on all warranty claims. The standard factory warranty applies for all of the goods we deliver. Insofar as not specified otherwise in these terms and conditions, the warranty shall apply for three months after delivery.
- 9.2 We are not liable for any damage whatsoever, direct or indirect and in whatever form that is not or cannot be the result of the use unsuitability of the goods delivered by us for the purpose for which the buyer purchased the goods. We also are not liable for any shortcomings as a result of force majeure.
- 9.3 We guarantee the soundness of the goods we deliver or the operations that we carry out, as well as the quality, with the understanding that our liability in that regard shall consist exclusively of an obligation to replace or repair, provided that the conditions under paragraph 1 of this article are met and subject to binding liability regulations and those instances in which insurance is taken out for our liabilities.
- 9.4 Our liability relating to defective operations is limited to the amount for which we have accepted those operations, except in cases of an intentional act, gross negligence or carelessness by us and save in cases in which insurance is taken out for our liabilities.
- 9.5 Items or parts thereof that are replaced pursuant to a repair order shall also be our property.
- 9.6 As a condition of compliance with our warranty obligations, we can require that the items qualifying for warranty be returned to us postage paid at an address we specify, or that an order for regular maintenance be issued. The above warranty conditions also apply for errors in computer programmes.
- 9.7 The warranty obligation lapses if the buyer itself makes changes to or repairs on the delivered goods, or has changes or repairs carried out, or if the delivered goods are used for purposes other than normal business purposes or if in their opinion the goods were handled or maintained outside the responsibility of the supplier.

**10. Non-attributable failure to comply**

In the event of a failure to comply that is not attributable to us, the implementation of the agreement will be suspended or, if such a suspension has lasted for one year, the agreement can be terminated by registered letter. In that case, the obligations arising from the agreement shall end without the parties being able to claim compensation or any other performance from each other. In case of partial compliance by us, the buyer shall be charged a reasonable portion of the total price.

**11. Termination**

If the buyer fails to fulfil one of its obligations towards us, whether by requesting a moratorium on payment or due to being declared bankrupt, we have the right, without any other notice of default or judicial intervention being required, to declare the agreements concluded with the relevant buyer terminated, without prejudice to any other rights to which it is entitled.

**12. Disputes and applicable law**

- 12.1 All of our agreements and these General Terms and Conditions of Delivery and Sale are subject exclusively to Dutch law.
- 12.2 A dispute exists if one of the parties states so. In case of a dispute, the subdistrict court or the district court in Den Bosch is competent.
- 12.3 Changes or additions to these terms and conditions are only valid insofar as they are agreed to in writing.
- 12.4 If one or more provisions in these terms and conditions are not valid, the remaining provisions shall remain in force. The parties shall consult together regarding an invalid provision in order to reach an alternative agreement in a way that the effect of this agreement as a whole is retained.
- 12.5 The buyer is not permitted to transfer any rights or obligations arising from this agreement to third parties without our written permission.
- 12.6 These General Terms and Conditions of Delivery and Sale apply subject to printing errors and changes.