



Hellema-Hallum B.V. General Terms and Conditions

Version 1 - 20-09-2024

Definitions

Terms written with a capital letter in these General Terms and Conditions have the following meanings unless expressly stated otherwise:

General Terms and Conditions

Present Terms and Conditions.

Supplier

User of these General Terms and Conditions as defined by Article 6:231 subpara. b of the Dutch Civil Code, being the private limited liability company Hellema-Hallum B.V., with its registered office and place of business at 9074 TK Hallum at Doniaweg 53A, registered in the Dutch Trade Register under number 0105484.

Opposite Party

The (legal) person with whom the Supplier has entered into the Agreement, also being the Opposite Party in the sense of Article 6:231 subpara. c of the Dutch Civil Code.

Agreement

The Agreement between the Supplier and the Opposite Party.

Article 1. Applicability

1.1

These General Terms and Conditions apply to all offers and quotations from, and all Agreements and other legal relationships (in the broadest sense of the word) with the Supplier.

1.2

Deviation from the provisions of these General Terms and Conditions is only possible if and insofar as expressly agreed in writing between the parties.

1.3

In addition to these General Terms and Conditions, additional terms and conditions may be declared applicable by the Supplier. If the provisions of the additional terms and conditions conflict with these General Terms and Conditions, the additional terms and conditions prevail. All general or special terms and conditions (if any) used by the Opposite Party are expressly rejected by the Supplier.

1.4

In case of inconsistency between these General Terms and Conditions and the provisions of the Agreement, the Agreement prevails.

1.5

If one or more provisions in these General Terms and Conditions are, at any time, wholly or partially void or annulled, the remaining provisions of these General Terms and Conditions remain in full force and effect. In this instance, the Supplier shall replace the relevant provision(s) with one or more new provisions that correspond as far as possible to the original provision(s).

1.6

In the instance of differences of interpretation between these Dutch General Terms and Conditions and any translation thereof, the Dutch version prevails.

1.7

These General Terms and Conditions also apply to all Agreements with the Supplier, for the performance of which the Supplier engages third parties.

Article 2. Quotations, offers and formation of the Agreement

2.1

All quotations and offers from the Supplier, in whatever form, are entirely without obligation and revocable, unless expressly agreed otherwise in writing. Each offer is to be considered as a whole, unless expressly stated otherwise. The Supplier can withdraw the quotation or offer provided the Opposite Party has not accepted it. In any case, the provisions of the offer expire no later than 30 (thirty) days after the date of the offer.

2.2

The Agreement is concluded only by written order confirmation from the Supplier, or an order confirmation will be sent electronically, or the Supplier will commence executing the Agreement.

2.3

All quotations and offers are based on the data provided by the Opposite Party. The Opposite Party cannot derive any rights from an (accepted) quotation or offer in the event of its (retrospective) inaccuracy or incompleteness.

2.4

Samples, products or models, shown or issued in catalogues or electronically or not, are for indicative purposes only, without any obligation for the due goods to correspond to them. The Supplier is not obliged to resupply previously delivered products if such products have been taken out of the Supplier's production or sales programme.

2.5

The Supplier cannot be held to its offers if the Opposite Party, in terms of reasonableness and judiciousness and views prevailing in society, should have understood that the offer or a part thereof contained an obvious error or mistake.

Article 3. Prices

3.1

Unless otherwise expressly agreed and indicated in writing, the prices stated in an offer are exclusive of VAT, import and export duties and other taxes, levies and duties.



3.2

The prices stated in offers, order confirmations and Agreements are based on the cost factors applicable at the time at which the Agreement was concluded, such as currency costs, manufacturer prices, raw material and material prices, wage and transport costs, insurance premiums, taxes, import duties and other government levies.

3.3

If, after the date of conclusion of the Agreement but before the day of delivery the Supplier is confronted with a cost increase in one of the cost factors as defined in the previous article, the Supplier reserves the right to charge this to the Opposite Party.

3.4

In the event of a price increase as described above, the Opposite Party is never entitled to dissolve the Agreement.

Article 4. Delivery

4.1

Delivery is made to the address specified by the Opposite Party, unless expressly agreed otherwise.

4.2

The Opposite Party is obliged to take delivery of the purchased goods at the time of delivery or at the time they are delivered. The Opposite Party must also ensure sufficient loading and unloading facilities and keep access roads free of obstacles to ensure the shortest possible waiting time for delivery. Damage resulting from failure to comply with these conditions is at the expense and risk of the Opposite Party. In this instance, the Supplier is also entitled to charge any additional transport and packaging costs.

4.3

The Opposite Party ensures that the necessary provisions, conditions and facilities for the activities to be performed by the Supplier or auxiliary persons engaged by the Supplier are provided free of charge, on time and in the correct manner. Damage resulting from failure to comply with this condition is at the expense and risk of the Opposite Party.

4.4

At the time of delivery, the risk of the delivered item passes to the Opposite Party.

4.5

In the event of delivery on condition of CIF, C&F or carriage paid, delivery by the Supplier – after which the Supplier no longer bears any responsibility – is deemed to have taken place as soon as the goods have been loaded into the first means of transport containing the carrier's containers or delivered to the carrier's premises, whichever is the earlier.

4.6

In the event of delivery on condition other than CIF or C&F, the Supplier cannot be held liable for any difference in freight payable by the Opposite Party as a result of a difference of opinion regarding weight and/or volume between the Opposite Party and third parties.

Article 5. Delivery time

5.1

The term of delivery of goods or performance of services is stated by the Supplier in all reasonableness and fairness and as an approximation, but is not binding and does not constitute a deadline, unless explicitly agreed otherwise. In case of late delivery the Opposite Party must give the Supplier written notice of default and grant it a reasonable period of time to still fulfil its obligations.

5.2

Exceeding the term mentioned in 5.1 – due to force majeure or any other cause whatsoever – only gives the Opposite Party the right to suspension and termination if a period of three months has elapsed after the occurrence of the force majeure or other cause. If the delivery time is exceeded, the Opposite Party is never entitled to compensation.

5.3

The Supplier is entitled to fulfil its duties in parts. If the goods are delivered in parts, the Supplier is entitled to invoice each part separately, unless a partial delivery has no independent value.

Article 6. Payment

6.1

Payments must be made in Euro (€) without any deduction, discount or set-off, no later than the due date of the invoice, using the method indicated on the invoice, unless expressly agreed otherwise in writing. The day the Supplier's bank or giro account is credited counts as the day of payment. The payment term is to be regarded as a deadline within the meaning of Section 6:83 subpara. a of the Dutch Civil Code.

6.2

Payments made by the Opposite Party firstly serve to settle due interest and costs and secondly serve to settle due invoices that have been outstanding the longest. The foregoing is irrespective of the statement that the payment concerns an invoice from a later date.

6.3

The Supplier is authorised to suspend its payment obligation or the execution of the Agreement if the Opposite Party fails or threatens to fail in the fulfilment of its obligations, regardless of whether this failure is attributable to the Opposite Party.

6.4

In the event of liquidation, insolvency, bankruptcy or suspension of payments, the claims of the Supplier and the obligations of the Opposite Party will immediately be due and payable, regardless of any other circumstances. In this instance, the Supplier is also authorised to suspend further performance of the Agreement or to dissolve the Agreement. This is without prejudice to the right of the Supplier to claim compensation from the Opposite Party.

6.5

The Opposite Party is never authorised to suspend its payment obligation or to set it off against claims towards the Supplier. The Opposite Party also waives its right of retention.



6.6

The Supplier is entitled to request security from the Opposite Party that the Opposite Party shall fulfil its obligations arising from the Agreement. The Opposite Party will comply with this upon first request.

6.7

It is not permitted to assign, pledge or otherwise encumber or transfer to third parties any claims that the Supplier has or will acquire against the Opposite Party. The claims of the Supplier against the Opposite Party are therefore not transferable and not pledgeable in the sense of Article 3:82(2) of the Dutch Civil Code or Article 3:98 in conjunction with 3:82(2) of the Dutch Civil Code.

6.8

The Opposite Party owes 1.5% interest per month on the amount due from the due date.

6.9

In the event of late payment, the Opposite Party owes the extrajudicial costs incurred in connection with its collection, which amounts to 15% of the principal sum with a minimum of €250.00. Extrajudicial costs are in any case due if the Supplier has engaged a third party for collection.

6.10

Objections to the amount of the invoice can never suspend the payment obligation of the Opposite Party.

Article 7. Reusable packaging

7.1

Packaging intended for repeated use remains the property of the Supplier. The Opposite Party is obliged to return the packaging intended for reuse to the Supplier. Returns are at the expense of the Opposite Party.

7.2

The Supplier is entitled to set a period within which the reusable packaging must be returned.

7.3

The Supplier is obliged to take back the packaging returned from the Opposite Party within the period specified in paragraph 2 at the price charged by the Supplier to the Opposite Party, unless the Opposite Party has been informed of a price change at least three months before the date on which a different price will apply.

7.4

The Supplier's obligation to take back and refund the calculated price only applies if the packaging intended for reuse is in good condition, clean and does not contain any waste.

Article 8. Sale and delivery to third parties

8.1

The sale, delivery or other form of supply of goods by the Opposite Party to third parties must comply with all applicable legal and regulatory requirements, including packaging and labelling requirements.

Article 9. Retention of title

9.1

The goods or results of services created or delivered by the Supplier within the framework of the Agreement remain the property of the Supplier until the amounts owed by the Opposite Party have been paid in full. Claims relating to failure to comply with the Agreements are included, as well as compensation for interest and costs, including from previous orders.

9.2

If, pursuant to paragraph 1, the Supplier claims the goods to which the retention of title applies as its property and, to that end, recovers these goods or delivers them *longa manu* to a third party, the claim of the Supplier towards the Opposite Party in respect of these goods will be reduced to the total amount owed to the Supplier by the Opposite Party at the market value of the goods thus taken back at the time of recapture. The market value is equal to the purchase price that has been, or could be, realised through the private or public sale of the recovered goods to third parties.

9.3

Provided the Opposite Party is not yet the owner of the goods, the Opposite Party is not entitled to sell, encumber or otherwise dispose of the goods in any way whatsoever, other than in the normal course of business, without prior written consent from the Supplier. If third parties seize goods delivered by the Supplier under retention of title or wish to establish or assert rights to them, the Opposite Party is obliged to inform the Supplier of this as soon as reasonably possible. In the event of seizure of (part of) the goods delivered under retention of title or (provisional) suspension of payment or bankruptcy of the Opposite Party, the Opposite Party is obliged to immediately inform the bailiff, administrator or trustee of the ownership rights of the Supplier.

9.4

All delivered goods become the property of the Opposite Party after payment, subject to a non-possessory pledge on these goods as security for all other claims.

9.5

As soon as goods have actually been delivered to the Opposite Party or to a third party designated by the Opposite Party, or goods have been made available to the Opposite Party or to a third party designated by the Opposite Party, as a buyer, the Opposite Party bears all risks of damage, loss and destruction.

Article 10. Default

10.1

If the Opposite Party fails to fulfil any obligation arising from any Agreement or from these General Terms and Conditions, or fails to fulfil it properly or in a timely manner, the Opposite Party is in default without notice of default and the Supplier is entitled to:

- Suspend the performance of that Agreement and directly related agreements until payment has been adequately secured;
- and/or dissolve the Agreement and directly related agreements in whole or in part; without the Supplier being liable for any damages and without prejudice to any further rights to which the Supplier is entitled.



10.2

From the day of default, the Opposite Party owes the Supplier a contractual interest of 1% per month on the outstanding amount. All judicial and extrajudicial costs for the collection of invoices – with a minimum of 15% of the amount to be collected – shall be borne by the Opposite Party.

10.3

All judicial and extrajudicial costs associated with the collection of any partially or fully unpaid invoice – always with a minimum of €250.00 – shall be borne by the Opposite Party.

10.4

Furthermore, the Supplier is entitled to suspend the fulfilment of its obligations or to dissolve the Agreement if, after the conclusion of the Agreement, the Supplier becomes aware of circumstances that give good reason to fear that the Opposite Party will not fulfil its obligations.

Article 11. Set-off and security

11.1

The Supplier is always entitled to offset any claim it may have towards the Opposite Party, whether or not due and payable or subject to conditions, against any counterclaim the Opposite Party has on the Supplier, whether due and payable or not.

11.2

The Opposite Party is obliged, upon first request of the Supplier, to immediately provide sufficient security in the form required by the Supplier and to supplement this if necessary for the fulfilment of all its obligations. For as long as the Opposite Party has not complied with this, the Supplier is entitled to suspend its obligations.

11.3

If the Opposite Party does not comply with a request as referred to in the previous paragraph within 14 days after a reminder to that effect, all obligations of the Opposite Party shall become immediately due and payable.

Article 12. Data processing

12.1

The Supplier processes personal data of the Opposite Party. The Supplier processes this data in accordance with the General Data Protection Regulation (GDPR). The personal data obtained will be used exclusively for the purposes for which the Opposite Party has provided the data to the Supplier and will not be kept longer than strictly necessary. Supplier uses a Privacy Statement that is published on its website.

12.2

The Opposite Party indemnifies the Supplier against any third-party claims arising in connection with the processing.

Article 13. Expiry period

13.1

Unless otherwise specified in these General Terms and Conditions and without prejudice to Article 6:89 of the Dutch Civil Code, any rights of action and other powers of the Opposite Party against the Supplier on whatever grounds in connection with the performance of work by the Supplier must be brought to court after one year at the latest from

the moment the Opposite Party became aware or could reasonably have become aware of the existence of these rights and powers, on penalty of forfeiture.

Article 14. Dissolution

14.1

In addition to the legal authority to do so, the Supplier has the right to dissolve the Agreement without prior notice of default being required in the event that the Opposite Party has: an application for (provisional) suspension of payments, bankruptcy, merger, takeover, closure or liquidation, demerger, placement under guardianship, administration, application of the Dutch Natural Persons Debt Rescheduling Act (*Wet Schuldsanering Natuurlijke personen*), change of management, death or seizure, in which case the Supplier is also entitled, without notice of default being required, to suspend performance of the relevant Agreement(s) until payment has been sufficiently secured, without prejudice to any further rights of the Supplier.

14.2

The Opposite Party does not have the right to dissolve or annul the Agreement, unless the Opposite Party is also a Consumer.

15. Liability

15.1

Liability for damage caused by attributable failure of the Supplier to fulfil its obligations under the Agreement or by an unlawful act of the Supplier is limited to three (3) times the invoice value with a maximum of €300,000.00 per event if covered by liability insurance.

If the liability insurance does not provide cover, the Supplier's liability is limited to a maximum of the invoice amount of the Agreement.

15.2

The Supplier is never liable for any indirect damage, such as that resulting from interruption to business, damage due to lost profits, damage due to delay, consequential damage or any other business damage for whatever reason or of whatever nature.

15.3

Furthermore, the Supplier is not liable for any damage resulting from information or advice provided by the Supplier, the content of which does not expressly form part of a written Agreement.

15.4

Without prejudice to the above, the Supplier is not liable if the damage is due to intent and/or gross negligence and/or culpable conduct on the part of it or its senior management, to the injudicious or improper use of the goods delivered by the Opposite Party.

15.5

The Opposite Party indemnifies the Supplier against all claims by third parties for compensation for damage, in whole or in part, caused by or in connection with the goods delivered by the Supplier. If the Supplier should be held liable by third parties on this basis, the Opposite Party is obliged to assist the Supplier both in and out of court and immediately do everything that may be expected of it in this event. If the Opposite Party fails to take adequate measures, the Supplier is entitled, without notice of default,



to take such measures itself. All costs and damages incurred by the Supplier as a result shall be borne by the Opposite Party.

15.6

The Opposite Party is obliged to report any damage-causing event to the Supplier in writing within a period of 14 days after the event, or, if this is not reasonably possible, as soon as reasonably possible, failing which any right to compensation shall lapse.

15.7

Any claim for payment of a stipulated penalty or for compensation for damages by the Opposite Party against the Supplier lapses after a period of one year from the event after which the penalty became due or the damage was caused, unless the legal collection thereof has commenced within the aforementioned period.

Article 16. Defects, complaint periods, returns

16.1

Upon delivery, the Opposite Party must check whether the delivered goods comply with the Agreement. To this end, the Opposite Party must examine the delivered goods upon delivery, inter alia on the points listed below:

- Whether the right goods have been delivered;
- Whether the delivered goods correspond in quantity and number to what was agreed between the parties;
- Whether the delivered goods meet the requirements that may be set for normal use and/or commercial purposes.

16.2

If visible defects or shortages are found, the Opposite Party must state them on the delivery note, consignment note or any other transport document. In addition, the Opposite Party is obliged to report these defects and/or shortcomings to the Supplier by email or in writing, within three days of delivery.

16.3

The Opposite Party must report non-visible defects to the Supplier in writing within 30 days of delivery, or at least after observation was reasonably possible, stating reasons and providing the invoice details.

16.4

Complaints about invoices must be reported in writing to the Supplier by the Opposite Party within eight days of the invoice date.

16.5

If the Opposite Party does not report any defects or complaints within the aforementioned periods, its complaint shall not be processed and its rights shall lapse. The Opposite Party's right to compensation or replacement of delivered goods lapses if the goods have been processed, adapted or improperly stored or if the shelf life of the goods in question has expired at the time a complaint is filed.

16.6

The goods delivered by the Supplier to which complaints relate must remain available for assessment by the Supplier in the condition in which these goods were at the time the defects were discovered.

16.7

Returns will be dispatched after approval from the Supplier. Returns sent without the Supplier's consent will be held by the Supplier at the expense and risk of the Opposite Party.

Article 17. Force majeure

17.1

If the Supplier is unable to fulfil its obligations towards the Opposite Party due to a non-attributable shortcoming (force majeure), the Supplier is entitled, at its own discretion, to suspend the performance of the Agreement or to dissolve the Agreement without judicial intervention, without being liable for any damages.

17.2

Force majeure on the part of Supplier means any circumstance beyond the control of Supplier that prevents the fulfilment of its obligations towards the Opposite Party in whole or in part, or that makes it unreasonable to expect the Supplier to fulfil its obligations, regardless of whether that circumstance was foreseeable at the time the Agreement was concluded. Such circumstances include (but are not limited to): strikes, lock-outs, fire, breakdown of machinery, stagnation or failure of the Supplier's suppliers to fulfil their obligations, transport difficulties with the Supplier's own transport or transport provided by third parties and/or measures taken by any government agency, as well as the absence of any government permit, work stoppages, loss of the parts to be processed, import or trade bans.

17.3

If, at the time of the occurrence of force majeure, the Supplier has already partially fulfilled its obligations under the Agreement or will be able to fulfil them, and the part that has been fulfilled or is yet to be fulfilled has an independent value, the Supplier is entitled to issue a separate invoice for the part that has already been fulfilled or is yet to be fulfilled. The Opposite Party is obliged to pay this invoice as if it were a separate Agreement.

18. Intellectual property rights

18.1

Unless the parties have expressly agreed otherwise in writing, all intellectual property rights arising from the Agreement belong to the Supplier. To the extent that such a right can only be obtained by a deposit or registration or any other act, the Supplier is exclusively authorised to do so.

18.2

The Opposite Party is not allowed to make changes to the goods, unless the nature of the delivered goods dictates otherwise or the Supplier has expressly agreed otherwise in writing. Any designs, sketches, drawings, films, software and other materials or (electronic) files produced by the Supplier within the framework of the Agreement remain the property of the Supplier, regardless of whether they have been made available to the Opposite Party or to third parties, unless the parties have expressly agreed otherwise in writing. All documents potentially provided by the Supplier, such as designs, sketches, drawings, films, software, (electronic) files etc., are exclusively intended for use by the Opposite Party and may not be reproduced, made public or brought to the attention of third parties by the Opposite Party without the prior consent of the Supplier, unless the nature of the documents provided dictates otherwise. The Supplier reserves the right to use any



knowledge acquired through the performance of work for other purposes, provided that no confidential information is disclosed to third parties.

18.3

The Opposite Party indemnifies the Supplier against claims by third parties relating to intellectual property rights on materials or data provided by the Opposite Party that are used in the performance of the Agreement.

18.4

To the extent that the property referred to in Article 18.1 is in the form of goods, including written documents, these must be returned to the Supplier upon demand, under a penalty of €5,000.00 per day. This provision does not apply to goods that we have agreed to deliver.

Article 19. Cancellation

19.1

In the event of full or partial cancellation by the Opposite Party for goods that the Supplier can deliver from stock, the Supplier is entitled to 15% of the sales value of the goods ordered as compensation for lost profits and the administrative and personnel costs incurred. A similar arrangement applies when cancelling an order or Agreement for the provision of any services. Cancellation is always in writing.

19.2

Cancellation is not possible for an order or Agreement that relates to goods that are or have been manufactured specifically according to the requirements of the Opposite Party.

20. Licences, rules and regulations

20.1

The Opposite Party must, at its own expense and in a timely manner, provide the Supplier with all of the necessary instructions for the handling and delivery of goods in accordance with the rules and regulations of the relevant authorities, as well as for obtaining payment and/or import licences where required.

20.2

Taxes, excise duties, freight rates and/or exchange rates that are borne by the Supplier and come into effect or are changed after signing the Agreement shall result in a corresponding adjustment of the contract price.

21. Taxes, excise and export duties

21.1

Taxes, excise duties, freight rates and/or exchange rates that are borne by the Supplier and come into effect or are changed after signing the Agreement shall result in a corresponding adjustment of the contract price.

21.2

Export duties, refunds or returns shall be for the account or benefit of the Supplier. Import duties, refunds or returns shall be for the account or benefit of the Opposite Party. A reduction in the export refund or return shall be offset by a corresponding increase in the contract price

22. Recall

22.1

The Opposite Party is obliged to cooperate in recall actions if, in the opinion of the Supplier, it is necessary to recall the goods it has delivered to the consumer.

22.2

If the Supplier proceeds with a recall, the Opposite Party is obliged, upon first request of the Supplier, to sell and deliver back to the Supplier all of the goods that are the subject of the recall and that the Opposite Party has in stock, against payment of the price charged.

22.3

To the extent that items that are the subject of the recall have already been sold or resold and delivered by the Opposite Party, the Opposite Party shall cooperate fully with the Supplier and provide the Supplier with all information that the Supplier deems necessary to inform purchasers or end users about the recall in a timely manner.

Article 23. Sanctioned countries

23.1

The Opposite Party is not permitted to transfer, sell, dispose of or deliver the goods supplied by the Supplier to a party that is located in a country that is sanctioned by the United Nations, the European Union, the United States and/or other countries, or to transfer, sell, dispose of or deliver the goods to a customer or end-user that is (in)directly sanctioned by the aforementioned parties or authorities, or to transfer, sell, dispose of or supply the goods for a sanctioned end use.

23.2

The Opposite Party indemnifies the Supplier against, in the broadest sense of the term, all possible consequences arising from a violation, whether intentional or unintentional, by the Opposite Party of the ban described in the preceding paragraph, including but not limited to an (administrative) fine.

Article 24. Applicable law/disputes

24.1

These General Terms and Conditions and all legal actions arising directly or indirectly in connection therewith are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

24.2

All disputes that may arise between the parties – as a result of these General Terms and Conditions or the Agreement or subsequent agreements and other acts in connection with the Agreement or Assignment such as, but not limited to, unlawful acts, undue payments and unjust enrichment – shall be settled exclusively by the competent judge of the court of Noord-Nederland, sitting in Leeuwarden, except to the extent that mandatory rules of jurisdiction would prevent this choice.

Article 25. Amendments

25.1

The Supplier reserves the right to change the content of these General Terms and Conditions at any time. The amended terms will enter into force on their publication.