

## **GENERAL TERMS AND CONDITIONS OF BUNNIK CREATIONS B.V. – BLEISWIJK**

### **Article 1: Definitions**

For the purposes of these conditions, the following definitions apply:

- a. Bunnik : Bunnik Creations B.V.;
- b. Other Party : the party entering into a contract, in whatever form, with Bunnik;
- c. Contract : the contract relating to the delivery of products, the transport of goods or the provisions of services.

### **Article 2: Applicability**

1. These terms and conditions apply to all legal relationships between Bunnik and the other party to which Bunnik has declared these general terms and conditions applicable, including offers made by Bunnik and contracts entered into between Bunnik and the other party, as well as the performance thereof.
2. The applicability of any purchase or other terms and conditions of the other party is expressly rejected.
3. If one or more provisions of these general terms and conditions are null or should be voided, the other provisions of these terms and conditions remain fully applicable.

### **Article 3: Offers, quotations and conclusion of the contract**

1. All offers and quotations from Bunnik are without obligation.
2. A contract is entered into at the time of explicit acceptance by Bunnik of the order placed by the other party.
3. Contracts must be recorded and confirmed either in writing or by electronic means such as e-mail, fax, etc.
4. The price in the aforementioned offers and quotations is exclusive of VAT and additional costs, including: transport costs, costs of packaging or quality control, import duties, public levies and any other fees, unless otherwise agreed in writing. If no price has been agreed, Bunnik's price that is applicable at the time of delivery is decisive.
5. Bunnik may charge proportionally higher costs than agreed, if these have increased since the price was determined due to circumstances beyond Bunnik's control. If Bunnik charges the higher price within three months after the contract has been entered into, the other party may dissolve the contract on that ground.

### **Article 4: Delivery and transport**

1. Delivery takes place ex works Bunnik or by or on behalf of Bunnik at the other party's address, unless otherwise agreed. Upon delivery, the risk of the products concerned passes to the other party.
2. Stated delivery times are not regarded as strict deadlines. If a delivery date has been agreed, it is a target date.

### **Article 5: Packaging**

1. Nonreturnable packaging is included in the cost price and is not taken back.
2. All other packaging material and packaging remains Bunnik's property.
3. Bunnik may charge the other party an agreed usage fee for reusable packaging and other durable material, which fee is stated separately on the invoice.
4. The other party is obliged to return the packaging - not being nonreturnable packaging - to Bunnik in good condition at its own expense within fourteen days after delivery.
5. Carts, roll containers and reusable pallets must be returned immediately, unless agreed otherwise. The other party is prohibited from using the aforementioned packaging etc. for its own use or to give it to third parties.

#### **Article 6: Payment**

1. Payment of the invoices sent by Bunnik must be made, without deduction, discount or setoff, within the period after the invoice date, as stated on the invoice.
2. Payment must be made in Dutch currency at Bunnik's office or by transfer to a bank account to be designated by Bunnik. Objections to the amount of the invoice or complaints within the meaning of Article 8 do not suspend the other party's payment obligation.
3. The other party may also sign a direct debit mandate. In that case, you will receive two working days prior to the execution of the direct debit an advance notice at the e-mail address provided by the other party. The other party then ensures sufficient balance on the bank account; if this is not the case, paragraph 4 applies.
4. If the other party fails to make payment within the aforementioned period, it is deemed to be in default by operation of law and owes interest of one (1) percent per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies. Furthermore, in that case Bunnik may charge the other party extrajudicial collection costs of 15% of the principal amount due, with a minimum of € 75. Judicial and/or enforcement costs will also be charged to the other party.
5. Bunnik may always request an advance payment for the payment of its products.
6. Bunnik is entitled to have the payments made by the other party first be applied towards the payment of the costs, next towards interest due and finally towards the principal sum.

#### **Article 7: Guarantees and complaints**

1. Bunnik guarantees that the products, which must be delivered on the basis of the order, comply with the requirements laid down in the applicable regulations of Dutch inspection installations in force at the time of entering into the contract, unless explicitly agreed otherwise.
2. Samples delivered are only indicative; no rights may be derived from them in any way whatsoever. When ordering, the other party is deemed to accept at least 2% of breakage.
3. Complaints relating to visible defects, including those regarding the number, size or weight of the delivered goods, taking into account paragraph 2 of this Article, must be made known to Bunnik by telephone / orally at the latest within two days after delivery, which notification must be confirmed to Bunnik by registered - extensively documented - letter within eight days after delivery.
4. Complaints relating to non-visible defects must be made known to Bunnik by telephone / orally immediately (and in any case within two days) after discovery, which notification must be confirmed to Bunnik by registered - detailed documented - letter to Bunnik within eight days after delivery.
5. Complaints relating to products that have been used in a condition other than the original and/or have been processed, applied, modified or altered are excluded from the guarantee.
6. It is also a condition for handling complaints that they are always communicated to Bunnik at such a time that Bunnik can check the products. If that is not the case, Bunnik is in no way liable for the damage alleged by the other party.
7. If the other party and Bunnik do not agree on an amicable solution after a complaint, the other party must call in an independent, officially recognised expert to draw up an expert's report. The costs of this report are at Bunnik's expense if the complaint is justified and at the other party's expense if the complaint is unfounded.
8. Complaints relating to part of the delivery cannot be a reason for the other party to reject the entire delivery.

#### **Article 8: Liability**

1. All liability relating to late delivery is excluded, unless the ultimately agreed delivery date is exceeded by more than seven days. In the latter case, Bunnik must be given notice of default in writing, where the other party must grant Bunnik a reasonable period of time to still meet its obligations.
2. The compensation by Bunnik for any loss suffered by the other party in the event of a complaint submitted in accordance with Article 7 does not exceed the invoice value of the delivered goods, to which the complaint that turns out to be justified relates.
3. Bunnik is never liable for indirect loss, including consequential loss, loss of profit, lost savings and loss due to business stagnation.
4. The other party indemnifies Bunnik against claims from third parties which are related to the products delivered by Bunnik.

#### **Article 9: Retention of title**

1. The goods delivered by Bunnik remain Bunnik's full and exclusive property until the other party has fully complied with all its obligations under and/or in connection with all contracts entered into with Bunnik, under which obligations are included in any case, but which are not limited to:
  - payment of the purchase price for (all) goods delivered and yet to be delivered by Bunnik;
  - payment of the fee for work performed by Bunnik, and;
  - settlement of any claims under Section 74 of Book 6 of the Dutch Civil Code arising from the contracts entered into between the parties as referred to above.
2. With regard to goods delivered by Bunnik, which are subject to retention of title pursuant to paragraph 1, the other party is only allowed to resell these goods to third parties within the framework of normal business operations and under the condition of immediate payment to Bunnik of the resold goods, and the other party is not allowed to encumber these goods in any way and/or to establish limited rights on them.
3. If the other party fails to fulfil its contractual obligations towards Bunnik or if there is a well-founded fear that it will not do so, Bunnik may at all times remove or have removed the goods delivered under retention of title referred to in paragraph 1 from the other party or third parties retaining the goods for the other party. The other party is obliged to cooperate fully to this end.
4. If third parties wish to establish or assert any right to the goods delivered under retention of title, the other party is obliged to immediately notify Bunnik thereof.
5. The other party undertakes towards Bunnik:
  - to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft, and to make the policy of this insurance available for inspection upon first request to that effect;
  - to pledge all claims of the other party against insurers with regard to the goods delivered under retention of title to Bunnik at Bunnik's first request in the manner prescribed in Section 239 of Book 3 of the Dutch Civil Code;
  - to mark and keep the goods marked which are delivered under retention of title as Bunnik's property and to keep these separate from stocks of itself and of third parties.

#### **Article 10: Intellectual property**

1. Bunnik has acquired a patent, trademark or licence right for a part of the delivered products. The other party must respect these rights and, subject to Bunnik's written consent, does not produce or have produced any products that fall under the rights acquired by Bunnik with regard to design and composition.

#### **Article 11: Transport for third parties**

1. The transport for third parties of goods not delivered by Bunnik is subject to the 2002 General Conditions of Transport (*Algemene Vervoerscondities (AVC 2002)*), as issued by Stichting Vervoeradres.
2. If the 2002 General Conditions of Transport change in the future, the most recently adopted General Conditions of Transport apply.

**Article 11: Force majeure**

1. In the event of force majeure, the parties are not obliged to fulfil any obligation.
2. In these general terms and conditions, force majeure means any circumstance falling outside Bunnik's direct sphere of influence, as a result of which fulfilment of the contract can no longer reasonably be required, such as, but not limited to, war, danger of war, extreme weather conditions, strikes, fire, business interruptions, illnesses and plagues, shrinking production, stagnation in transport or government measures, all irrespective of whether this circumstance occurs in Bunnik's company or any other company directly or indirectly involved by Bunnik in the performance of this contract.
3. Bunnik also has the right to invoke force majeure if the circumstance prevents (further) performance, if it occurs after Bunnik had to have performed its obligations.
4. Insofar as Bunnik has already partially fulfilled its obligations under the contract or will be able to fulfil them at the time of the force majeure commencing and the part fulfilled or to be fulfilled respectively has independent value, Bunnik may separately invoice the part already fulfilled or to be fulfilled respectively. The other party is obliged to pay this invoice as if it were a separate contract.

**Article 12: Confidentiality**

1. Both parties are obliged to maintain the confidentiality of all confidential information obtained in the context of their contract from each other or from another source, unless one of the parties has a legal or professional obligation to disclose or if one of the parties has exempted the other party in writing from the obligation of confidentiality.
2. By way of derogation from the first paragraph, if Bunnik acts on its own behalf in legal or administrative proceedings, it may use the data and information provided by or on behalf of the other party as well as other data and information of which it has become aware during the performance of the contract to the extent that, in Bunnik's opinion, these could be of importance in its defence.

**Article 13: Applicable law, disputes and choice of forum**

1. All legal relationships between Bunnik and the other party are governed by Dutch law.
2. All disputes between Bunnik and the other party - unless the subdistrict court is competent – are settled by the competent court in the district in which Bunnik has its registered office. Nevertheless, Bunnik has the right to submit the dispute to the competent court according to the law.