

**General terms and conditions for sale, delivery and payment, as filed with the Chamber of  
Commerce in Breda under number 22032679.**

### **1. General**

These general terms and conditions apply to each offer made by us and to each agreement concluded with us, unless these general terms and conditions are derogated from by means of recording in writing by us as well as confirmation from us.

The applicability of general terms and conditions of the other party is expressly excluded.

### **2. Offers**

All our offers are without obligation and their validity expires after thirty days.

### **3. Formation of agreements**

The contents of an agreement are binding following the purchase order.

Amendments of the agreements concluded with us must be passed on in writing, however these will not apply until these have been confirmed by us in writing to the other party.

Eco-Point retains the right to refuse orders without stating reasons and to require advance payment or provision of security.

### **4. Prices**

All prices are in Euro, unless stated otherwise and excluding VAT. We charge a contribution to the dispatch costs of € 7.50 for orders with an invoice amount of less than € 100.

Eco-Point will be entitled to implement price adjustments if between the date of the purchase order and the actual delivery the cost price of the products to be delivered by it increases as a result of government measures, freight rates and customs tariffs and/or raw materials prices.

### **5. Payments**

Payments must have been made no later than within 30 days from the invoice date.

The other party is not entitled to suspension or setoff. The other party will be in default by the mere fact of exceeding the payment term and will incur interest of 1% per (part of a) month over the total of the invoice amount still outstanding.

The other party will be obliged to reimburse Eco-Point for all judicial and extrajudicial (collection) costs. The level of the extrajudicial costs is set at 20% of the principal sum with a minimum of € 150.

Every payment from the other party will firstly serve to settle the interest still owed by the other party as well as to settle the extrajudicial costs, and will thereupon serve to settle the account still outstanding the longest.

Payment can only be made in a legally valid manner by transfer of the amount concerned to the bank account of Eco-Point.

All delivered goods remain the property of Eco-Point until the other party has fulfilled all its payment obligations toward Eco-Point.

### **6. Delivery period**

The delivery period is always a target period unless

otherwise agreed in writing with the other party by an authorised representative of Eco-Point

Only in the latter case will the other party be entitled to terminate the agreement in case of exceeding of the period, unless performance is still reasonably possible within a reasonable period.

The other party will not be entitled to any compensation of damage in case of exceeding of a delivery period.

### **7. Force majeure**

If Eco-Point is not capable of giving performance to an agreement due to force majeure it will be entitled to either extend the delivery period with the duration of the hindrance, or to terminate the agreement, without any right to compensation arising as a result of this.

### **8. Complaints**

Goods must be inspected during the taking receipt thereof. Visible defects must immediately be reported in writing.

Taking receipt of goods is considered to be acceptance.

Complaints with regard to goods or invoices must be made exclusively in writing and within 5 working days from receipt of the goods. Delivered goods can only be returned with permission from Eco-Point.

Eco-Point will only have the obligation to redeliver in the event of an inferior delivery.

### **9. Liability**

The other party must at all times read the product and safety information and follow the instructions included therein prior to using the products. The (extent of the) liability is limited to that which is stated regarding this in the disclaimer on the safety information sheet.

Any liability on the basis of no or untimely delivery or defects of the delivered goods is limited to the net invoice amount of the goods concerned.

Eco-Point will never be liable for consequential loss or damage on the part of third parties unless any mandatory statutory provision prescribes otherwise. Any liability on the part of Eco-Point is limited to no more than the amount which Eco-Point can recover with regard thereto from third parties or insurers.

10. The law of the Netherlands exclusively applies to our agreements.

### **11. Disputes**

All disputes ensuing from, or related to, the agreement to which these terms and conditions apply, or from the terms and conditions concerned, as well as its interpretation or performance, will adjudicated by the court with competent jurisdiction in Breda or by the court with competent jurisdiction in the place of residence of the customer, this is at the discretion of Eco-Point.