



## GENERAL TERMS AND CONDITIONS OF SUPPLY

*For the Grate Goods private company*

### 1. Validity/Definitions

- 1.1. The following definitions shall apply to these general terms and conditions of supply:

*Grate Goods:* the private company Grate Goods, registered at the Chamber of Commerce under number 83269169.

*Products:* any items or services ordered and purchased by the customer from Grate Goods

*Customer:* anyone who purchases goods from Grate Goods.

*Agreement:* any arrangement or purchase agreement between Grate Goods and the Customer.

- 1.2. These terms and conditions shall apply to any agreement between Grate Goods and the Customer, including any future or partial orders resulting from such agreement.
- 1.3. Variations or additions to provisions in any Agreement or in these general terms and conditions of supply shall apply only if agreed in writing. No other conditions shall apply unless Grate Goods has acknowledged this in writing.
- 1.4. If one or more clauses in the general terms and conditions of supply is/are held to be invalid, this shall not invalidate the remaining clauses.

### 2. Offers and quotes

- 2.1. Any offer or quote from Grate Goods shall be valid for the duration of the period stated. Any offer or quote where a validity period is not explicitly stated shall be without obligation. In the case of an offer or quote without obligation, Grate Goods shall have the right to withdraw such offer or quote within 2 working days of the Customer receiving the acknowledgement.
- 2.2. A composite offer or quote shall not oblige Grate Goods to supply any part of the agreed goods or services at a correspondingly proportional price or rate.
- 2.3. The offer, quote, prices or rates shall not automatically apply to repeat or future orders.
- 2.4. If obvious mistakes, printing or typing errors have been made, then Grate Goods shall not be bound by these. This means that Grate Goods cannot be obliged to sell the Products to the Customer on the basis of a printing or typing error.
- 2.5. Samples and models illustrated or made available, specifications for colour, materials, finishes, dimensions, weight and other descriptions in brochures, promotional material or on the Grate Goods website are as accurate as possible, but are indicative only. The Client shall not infer any rights from these.
- 2.6. Any samples and models made available shall remain the property of Grate Goods and must be returned to Grate Goods on demand, at the Customer's expense.



### **3. Agreements**

- 3.1. The agreement shall come into effect once the Customer has accepted the offer from Grate Goods, even if the acceptance varies from this offer on minor points. However, if the Customer acceptance varies on essential points, the agreement shall only come into effect provided Grate Goods has agreed to these variations in writing.
- 3.2. Grate Goods shall only be bound by:
  - a. a contract or order with no corresponding prior offer from Grate Goods;
  - b. verbal agreements;
  - c. additions or changes to the general terms and conditions of supply or agreement;upon written confirmation from Grate Goods.
- 3.3. Grate Goods shall have the right to decline an order from a Customer if the Customer appears not to be, or no longer to be, creditworthy.
- 3.4. Grate Goods may require additional security from a Customer in order to carry out its obligations.

### **4. Intellectual property**

- 4.1. Intellectual property rights in all products, designs, recipes, production methods, packaging, images, illustrations, sketches and models made available by Grate Goods shall expressly rest with Grate Goods. These rights shall remain the inalienable property of Grate Goods and may not be copied, published, reproduced or made available to third parties or used in any other way without prior written consent from Grate Goods.
- 4.2. For any action in breach of this clause, the Customer shall forthwith, and without requiring notice of default, be liable to a penalty of €10,000, without prejudice to Grate Goods' right to full compensation

### **5. Pricing/selling prices**

- 5.1. Prices and rates shown in any offer, quote, price or rate list are exclusive of VAT or any costs such as transport costs.
- 5.2. If circumstances arise between entering into the agreement and completing it, due to changes in legislation and regulations, government measures, currency fluctuations or changes in the price of required materials, parts etc., which cause (cost) prices to increase for Grate Goods, then Grate Goods shall have the right to increase the prices and rates agreed accordingly, and to pass this on to the Client.

### **6. Payment**

- 6.1. Grate Goods reserves the right to demand (part) payment in advance or any other security for payment from the Customer.
- 6.2. Payment must be made within 30 days of invoice date, unless the parties have agreed alternative payment terms in writing. Furthermore, an invoice shall be deemed accurate if the Customer has not disputed it within this payment timescale.
- 6.3. If an invoice is not paid in full within the terms referred to in the preceding paragraph, or payment by direct debit has not been authorised, the Customer



shall be liable to Grate Goods for default compound interest at 2% per month on the principal owing. Part-months shall be counted as a full month.

- 6.4. If, following a reminder from Grate Goods, payment is still not forthcoming, Grate Goods also reserves the right to charge the Customer third-party collection costs of 15% of the invoice value, with a minimum of €150.00.
- 6.5. In the absence of full payment by the Customer, Grate Goods reserves the right to terminate the agreement, without further written notice of default, or to suspend its obligations under the agreement, until such time as the Customer has paid or has provided adequate security. Grate Goods also reserves this right to suspend if, prior to the Customer being in default with payment, it has grounds to question the creditworthiness of the Customer.
- 6.6. Payments made by the Customer shall be allocated by Grate Goods first to any interest and costs due, and then to the oldest outstanding invoices, unless the Customer states in writing that this relates to a later invoice.
- 6.7. The Customer may not set off claims from Grate Goods against any counterclaim being made against Grate Goods. This also applies if the Customer makes a formal application through the Dutch courts for suspension of payments, or is declared bankrupt.

## **7. Delivery time**

- 7.1. Any delivery time specified by Grate Goods shall be based on circumstances at the time of ordering and shall be an approximate, expected time. Products shall be delivered to the address specified by the Customer, unless otherwise agreed. If Grate Goods is late supplying or if Products are not in stock, the Client shall not be entitled to compensation.
- 7.2. If the Customer is not available to take delivery or collect the goods on the day or at the time arranged, Grate Goods may charge any redelivery or storage costs to the Customer.

## **8. Supply and liability**

Liability for the Products shall pass to the Customer upon delivery. If the Customer does not take delivery of the Products, or does not accept them on time, they shall be in default forthwith. In such event, Grate Goods shall be entitled to store the Products for the account and risk of the Customer, or to sell them on to third parties.

## **9. Retention of title**

- 9.1. Title in the Products shall pass to the Customer once the Customer has fully discharged all liabilities to Grate Goods.
- 9.2. In the event of seizure of goods, (pending) suspension of payments or bankruptcy of the Customer, the Customer shall immediately notify Grate Goods and draw the interest retained by Grate Goods to the attention of bailiffs, administrators or trustees in bankruptcy.



## **10. Complaints**

- 10.1. The Customer must check the goods supplied immediately upon receipt and notify any visible deficiencies, defects, breakages, shortfalls, variations in materials, colours or finishes, on the despatch note or accompanying paperwork. Where there is no despatch note or accompanying paperwork, the Customer must notify deficiencies, defects, etc. to Grate Goods within 2 working days of goods receipt, followed by confirmation in writing. In the absence of such notice, the goods shall be deemed to have been received in good condition and to meet the agreed terms.
- 10.2. Any other complaints regarding the goods supplied must be notified to Grate Goods in writing, immediately on discovery. Any consequences of not reporting immediately shall be the Customer's responsibility. If no explicit period has been agreed, an expiry date of 1 year after delivery shall apply.
- 10.3. If no complaint has been notified to Grate Goods within the period stipulated in the preceding paragraphs, any right of claim shall lapse. Any consequences of not reporting immediately shall also be the Customer's responsibility.
- 10.4. Complaints shall not defer the Customer's payment obligations.
- 10.5. The Customer must allow Grate Goods to investigate any complaint and must provide Grate Goods with all relevant information for doing this. If return of the goods is necessary for investigating the complaint, or it is necessary for Grate Goods to investigate the complaint in situ, this shall be at the expense of the Customer, unless the complaint is subsequently upheld. Responsibility for transport shall always rest with the Customer.
- 10.6. In any event, Grate Goods shall determine the return shipment method, which shall be in the original container or packaging.
- 10.7. Complaints may not be raised on the basis of discolouration or slight colour variations.
- 10.8. Complaints may not be raised on the basis of anything that has changed in nature or composition following receipt by the Customer, or that has been wholly or partially handled or processed.

## **11. Liability**

- 11.1. Grate Goods shall accept no liability whatsoever, other than for guarantees, guaranteed performance or quality requirements explicitly agreed to or given by Grate Goods.
- 11.2. Without prejudice to the provisions of the preceding paragraph, Grate Goods shall be liable only for direct loss or damage. Any liability on the part of Grate Goods for consequential loss or damage, such as loss of business, loss of profits or actual loss, loss due to delays, or personal injury or harm, are expressly excluded.
- 11.3. The Customer must take all reasonable steps to avoid or limit loss or damage.
- 11.4. If Grate Goods is found liable for damage suffered by the Customer, the obligation on Grate Goods to pay compensation shall in any case be limited to the maximum amount paid out by its insurer in the relevant case. If the insurer does not pay out, or the damage is not covered by an insurance policy taken out by Grate Goods, the obligation on Grate Goods to pay compensation is limited to the amount invoiced for the relevant delivery.



- 11.5. The Customer must notify Grate Goods within 6 months of discovering, or being in a position to discover, the loss or damage suffered.
- 11.6. Where Grate Goods has to carry out its work or supply on the basis of documents provided by or on behalf of the Customer, Grate Goods shall not be responsible for the contents, accuracy or completeness of those documents.
- 11.7. Grate Goods shall not be liable for and the Customer cannot invoke the relevant guarantee if the damage has arisen:
  - a. due to improper use or use contrary to the intended purpose of goods supplied, or contrary to any instructions, advice, instructions for use, etc. provided by or on behalf of Grate Goods;
  - b. due to improper storing (storage) or improper or incorrect assembly by or on behalf of the Customer of the goods supplied;
  - c. due to errors or omissions in the information, materials, components and the like provided or specified to Grate Goods by or on behalf of the Customer;
  - d. due to instructions for use or other instructions from or on behalf of the Customer;
  - e. as a result of a Customer choice which varies from what Grate Goods advised or is usual;
  - f. due to a Customer choice made with regard to the items to be supplied;
  - g. due to damage to items from external forces other than forces which items should normally withstand;
  - h. due to work carried out on the goods supplied by or on behalf of the Customer, without express prior written permission from Grate Goods. This includes also the repackaging of the delivered goods in other formats and/or packaging.
- 11.8. In cases as listed in the preceding paragraph, the Customer shall be fully liable for any damage arising and shall expressly indemnify Grate Goods against all claims from third parties for compensation for such damage.
- 11.9. The limitation of liability set out in this clause shall not apply if the damage is due to intent or deliberate recklessness on the part of Grate Goods or staff at management level or if statutory legal provisions dictate otherwise. Only in such cases shall Grate Goods indemnify the Client against any claims from third parties against the Client.

## **12. Force majeure**

- 12.1. In the event of force majeure affecting the Customer or Grate Goods, Grate Goods reserves the right to terminate the agreement by serving written notice to the Customer, or to suspend fulfilling its obligations towards the Customer for a reasonable period without being obliged to pay compensation.
- 12.2. In the context of these general terms and conditions, force majeure on the part of Grate Goods shall be understood to mean: a non-attributable shortcoming on the part of Grate Goods, third parties or suppliers engaged by it or other compelling reasons on the part of Grate Goods.
- 12.3. The circumstances in which there shall be deemed to be force majeure on the part of Grate Goods include: war, riot, mobilisation of forces, domestic and foreign civil unrest, government action, strikes affecting the Grate Goods organisation or the Customer or threat of such action etc., disruption to currency exchange rates existing at the time of entering into the agreement, business disruption due to fire, burglary, sabotage, power failure, internet or telephone



connections, natural phenomena, (natural) disasters, etc., import and export restrictions, etc., and any transport or supply issues.

- 12.4. If the force majeure circumstances arise once the agreement has already been partially completed, the Customer must in any case discharge its obligations to Grate Goods up to that point.

### **13. Bankruptcy**

- 13.1. Grate Goods reserves the right to terminate the agreement by serving written notice to the Customer if the Customer:
- a. is declared bankrupt or an application for bankruptcy has been made;
  - b. applies for a (temporary) suspension of payment through the Dutch courts;
  - c. is subject to enforced seizure of goods;
  - d. is placed in receivership or administration;
- in any way loses the power of disposal or legal capacity with regard to its assets or parts thereof.
- 13.2. The Client must in all cases notify the receiver or administrator of the (contents of the) agreement and these general terms and conditions.

### **14. Legal jurisdiction and competent court**

- 14.1. Dutch law shall apply exclusively to the agreement concluded between Grate Goods and the Customer.
- 14.2. The provisions of the Vienna Convention (CISG) shall be expressly excluded.
- 14.3. Any disputes shall be brought before the competent court where Grate Goods is registered, notwithstanding that Grate Goods shall at all times retain the right to submit a dispute to the competent court where the Customer is situated.
- 14.4. If the Customer is resident outside the Netherlands, Grate Goods shall reserve the right to choose to bring the dispute before the competent court in the country or state where the Customer is situated.