

# Terms and Conditions

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## **Article 1 - Definitions & applicability of general terms and conditions**

1. The following applies to these general terms and conditions

definitions:

**HPLT:** HPLT as part of P4U B.V., located at Einsteinstraat 41 B, 3902 HN in Veenendaal, The Netherlands.

**Contracting party:** any legal person or natural person, acting in the exercise of his profession or business.

**Customer:** any contracting party that is in a contractual relationship with HPLT under a purchase agreement concluded with HPLT, as well as any contracting party that wishes to enter into a different agreement with HPLT.

2. These general terms and conditions apply to all offers, quotations, agreements and all obligations with a buyer made by HPLT. Insofar as the customer (also) orders other products or services to which special general terms and conditions apply, these will also be declared applicable to the agreement between the customer and HPLT.

3. These general terms and conditions do not apply to offers to and agreements with natural persons who do not act in the course of a profession or business.

4. Deviations from these general terms and conditions are only valid if explicitly agreed in writing by HPLT and the customer and only apply to the specific agreement to which the deviations relate.

5. If the customer declares its own general terms and conditions applicable to an agreement with HPLT or refers to it, then those general terms and conditions will not be accepted by HPLT and the general terms and conditions of HPLT will prevail, unless expressly agreed otherwise at an earlier stage.

6. The general terms and conditions are communicated to the customer in advance and can always be located or down loaded as a PDF file via the website. The general terms and conditions can be sent free of charge on request.

7. Everything that is stipulated in these general terms and conditions and in any further agreements on behalf of HPLT is also stipulated on behalf of intermediaries and other third parties engaged by HPLT.

## **Article 2 - Offers / quotations**

1. All offers and/or quotations from HPLT are without obligation and can always be withdrawn by HPLT, even if they contain a period for acceptance. HPLT may also revoke offers and/or quotations in writing within seven calendar days of receipt of acceptance, in which case no agreement has been concluded between the parties.

2. Offers and/or quotations can only be accepted in writing (including acceptance by fax or electronically). HPLT is nevertheless entitled to accept an oral acceptance as if it had been made in writing. If the customer places an order on the HPLT website, this order will be final when the customer presses the "ORDER NOW" button or receives an order confirmation by e-mail. The moment the buyer receives a confirmation from HPLT by email, a binding agreement between the parties is established.

3. Information contained in advertising material in the broadest sense of the word, such as catalogs, price lists, brochures, websites of third parties, etc., is never binding on HPLT.

## **Article 3 – Price**

1. All prices used by HPLT are based on the price-determining factors known at the time of the offer and/or quotation. The products that HPLT supplies are exempt from VAT.

2. Unless explicitly agreed otherwise in writing, the prices indicated by HPLT are always excluding shipping, packaging and postage costs.

3. HPLT is entitled to adjust the prices or parts thereof for goods or services that have not yet been delivered and/or have not been paid for any changes in price-determining factors, such as raw material prices, wages, taxes, production costs, currency exchange rates, etc.

4. HPLT is always authorized to adjust the prices without delay if a legal price-determining factor gives cause for this.

#### **Article 4 – Payment**

1. HPLT is entitled at all times to demand security from the customer for the correct and timely fulfillment of its payment obligations.

2. If the delivery takes place in parts, then each part can be invoiced separately by HPLT, unless otherwise agreed in writing with the relevant customer.

3. HPLT is also entitled to calculate the costs of agreed additional work as referred to in Article 2 of these Terms of Delivery and to issue invoices for this.

4. Payment must be made in advance or on the spot upon delivery. If an order is placed via the HPLT webshop, direct payment is required via Ideal or Paypal.

5. If the Customer does not pay within the agreed payment term, the Customer will be in default by operation of law and - without a notice of default being required - will owe interest of 1% per (part of a) month on the outstanding amount from the invoice date with a minimum of € 50, without prejudice to the rights vested in HPLT.

6. In the event of default of payment, all judicial costs, as well as the extrajudicial collection costs incurred by HPLT in order to achieve compliance with the obligation of the customer, will be borne by the customer. The extrajudicial collection costs amount to 15% of the amount owed by the other party, including the aforementioned interest, with a minimum of € 250.

7. In the event of payment default, HPLT is entitled to suspend the performance of the agreement and all related agreements or to dissolve it.

8. All payments must be made to a bank account number in the Netherlands to be designated by HPLT.

9. Payments made by the customer always serve to settle all interest and costs owed and subsequently to due and payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.

10. Settlement by the customer is not permitted, unless HPLT has fully and unconditionally acknowledged the counterclaim in writing.

11. Making payments from the customer to HPLT electronically, including via the Internet and by means of credit cards, takes place at the risk of the customer. HPLT is not liable for damage suffered by the customer in connection with or being the result of payments made electronically, via the Internet or by means of credit cards. The provision of credit card details by the buyer to HPLT via the Internet or otherwise is at the Buyer's own risk.

12. HPLT reserves the right to apply a deposit of 50 to 100% for newly registered companies.

## **Article 5 – Delivery**

1. The place of delivery applies in all cases - unless otherwise specified in writing - to the factual location or place of business specified by the customer when ordering or to his or her establishment with which a contract was concluded.

2. The specification of delivery periods in offers and/or quotations, confirmations and/or contracts are made to the best of our knowledge and these will be taken into account as much as possible, but they can never be regarded as a strict deadline.

3. The customer must examine whether or not immediately after delivery the goods delivered or the services provided comply with the agreement.

4. The customer cannot rely on the fact that the delivered goods or services provided do not comply with the agreement if they fail to perform this investigation or have not notified HPLT of the defects in writing within the period stated below.

5. Visible defects must be reported in writing to HPLT within five working days after delivery or after the services in question have been provided.

6. Hidden defects must be reported in writing immediately after the customer has discovered them, but no later than three months after delivery of goods or service provision.

## **Article 6 - Customer guarantees**

1. Customer undertakes to enable HPLT to perform the delivery.

2. The buyer guarantees for his own costs and risk that: a. HPLT is given the cooperation necessary to perform what is necessary to deliver the product/service contracted; b. the ordered goods or services are purchased; c. the delivery can take place under normal working conditions during normal working hours from 8 a.m. - 6 p.m.

3. If the ordered goods or services have been offered to the customer for delivery, but delivery has not proved possible due to the fact that the customer has not complied with one of the obligations referred to in paragraphs 1 and 2, the purchase is deemed to have been refused. From this moment on, the customer is legally in default without further notice of default being required by HPLT. The day on which refusal of acceptance takes place is deemed to be the delivery date of the ordered

goods or services. From now on the goods are also at the risk of the buyer, in accordance with Article 8.

4. Without prejudice to the obligation to pay, in the case referred to in paragraph 3, the customer is obliged to compensate HPLT for damage suffered as a result of the refusal; including making costs for storage and transport, the latter costs being related to the usual rates on the spot.

### **Article 7 - Transfer of risk**

1. Irrespective of what has been agreed between HPLT and the customer regarding costs of transport and insurance, the goods remain at HPLT's risk until such time as they have passed into the actual control of the customer or the third party (s) engaged by the customer, signing of waybills, sign-off lists and/or packing lists or by actual delivery.

2. As soon as the goods in accordance with the provisions of paragraph 1 have passed into the actual disposal of the customer or the third party (s) engaged by the customer, the customer is obliged to adequately insure these goods against theft, damage, destruction and the like.

### **Article 8 - Liability**

1. If one of the Parties fails to fulfill one or more of its obligation(s) from the agreement, the other Party will give notice of default, unless compliance with the relevant obligation(s) is already permanently impossible, in which the negligent Party is immediately in default. The notice of default will be given in writing, whereby a reasonable period of time will be granted to the negligent Party to fulfill its obligations. This period has the character of a strict deadline.

HPLT's liability vis-à-vis the customer for direct damage in the event of non-performance, late performance or inadequate performance is limited to the net invoice value of the goods or services concerned, but this to a maximum of € 50,000.

2. The limitation referred to in paragraph 1 also applies if the customer holds HPLT liable for reasons other than the agreement concluded between them.

3. Direct damage is exclusively understood to mean: a. The reasonable costs that a party would have to incur in order for a performance of the other party to comply with the agreement. However, this damage will not be compensated if the other party has dissolved the agreement; b. reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to direct damage within the meaning of these Terms of Delivery; reasonable costs incurred to prevent or limit damage insofar as the party suffering the damage demonstrates that these costs have led to a limitation of direct damage within the meaning of these terms and conditions.

4. HPLT is never liable for indirect damage, including consequential damage, lost profit, lost savings, damage due to business interruption and all damage that does

not fall under direct damage within the meaning of these general terms and conditions.

5. The limitation of liability does not apply if there is intent or gross negligence on the part of directors and managers of HPLT.

6. HPLT is never liable for the materials made available to HPLT by the customer in connection with the agreement. Customer undertakes to take out adequate insurance with regard to these materials.

7. Without prejudice to the above, HPLT is not liable if the damage is due to intent and/or gross negligence and/or culpable act or improper or improper use of the delivered goods by the buyer.

### **Article 9 – Disclaimer**

1. The customer indemnifies HPLT to the extent permitted by law with regard to liability towards one or more third parties, which arises from and / or is connected with the execution of the agreement, regardless of whether the damage caused by HPLT or its auxiliary person n (s), auxiliary items or (delivered) items or services is caused or inflicted. In addition, the customer indemnifies HPLT, to the extent permitted by law, against all claims from third parties in connection with any infringement of intellectual property rights of these third parties.

2. Customer ensures adequate insurance for the abovementioned risks.

3. The customer is always obliged to make every effort to limit the damage.

### **Article 10 - Force majeure & unforeseen circumstances**

1. If fulfillment on the part of HPLT or decrease on the part of the Customer is delayed for more than one month due to force majeure, each of the parties is entitled - subject to the exclusion of further rights - to dissolve the agreement in accordance with the law. What has already been paid under the agreement or has been performed will then be settled pro rata between the parties.

2. Force majeure of HPLT is in any case understood to mean:  the circumstance that HPLT does not, not timely or properly deliver a performance (including a performance by customer) that is important in connection with the performance to be delivered by it;  strikes;  traffic disruptions;  government measures that prevent HPLT from fulfilling its obligations promptly or properly;  riots, riot, war;  extreme weather conditions;  fire;  import, export, and/or transit bans.

3. In the event of unforeseen circumstances that are of such a nature that the customer cannot reasonably expect compliance with HPLT, the court may, at the request of one of the parties, dissolve the agreement wholly or in part.

### **Article 11 - Right of retention**

HPLT is authorized to retain all items that HPLT has in its possession from the buyer until the buyer has fulfilled all his obligations towards HPLT, with which the items in question are directly or sufficiently related. If matters falling under this right fall under the control of HPLT, then HPLT is entitled to claim these goods as if it were the owner.

## **Article 12 – Termination**

1. In the cases described below and insofar as granted below, each of the parties has the right to terminate the agreement, in full or in part, with immediate effect, without further notice of default and judicial intervention: a. when the other party has requested or obtained a moratorium on payment or the other party has been declared bankrupt; b. when the other party's company is liquidated voluntarily or involuntarily; c. when the other party's company merges or is taken over; d. when a substantial part of the assets of the other party are seized; e. when other circumstances arise in which the continuation of the agreement cannot reasonably be required.
2. Each of the parties has the power to terminate the agreement only if the other Party - after a proper and as detailed as possible written notice of default with a proposal for a reasonable period of time for purification of the shortcoming - culpably fails to fulfill its essential obligations, pursuant to the agreement and provided that that failure justifies the termination.
3. If the agreement is dissolved, the claims of HPLT on the buyer are immediately claimable. If HPLT suspends compliance with its obligations, it will retain its claims under the law and agreement.
4. HPLT always reserves the right to claim compensation.

## **Article 13 - Industrial and intellectual property**

1. HPLT guarantees that the goods delivered by it as such do not infringe Dutch patent rights, design rights or other rights of industrial or intellectual property of third parties.
2. If HPLT nevertheless needs to be recognized or it is determined by a Dutch court in a legal case in a decision that is no longer open to appeal that any case delivered by HPLT does infringe the rights of third parties as referred to here, HPLT will consider the case take back against reimbursement of the price paid for it, minus the depreciation that is deemed normal, without being obliged to pay further compensation.
3. However, the customer loses the right to the services referred to in paragraph 2 if he has not as such fully and timely informed HPLT about claims from third parties as referred to in this article, as a result of which HPLT was also unable to exercise its rights properly defend this.

## **Article 14 – Transfer**

The customer is not permitted to transfer rights and obligations arising from the agreement to third parties without written permission from HPLT.

### **Article 15 – Privacy**

1. HPLT treats all personal data provided to it in accordance with the applicable legislation, in particular the Personal Data Protection Act.
2. All data provided by the customer will only be used by HPLT if this is necessary for the conclusion and the fulfillment of the agreement (including the other provisions, including these general terms and conditions), as well as for the management of HPLT. Data is only provided to third parties if this is necessary for the aforementioned purposes.
3. For more information about privacy, reference is made to the HPLT website (<http://www.hplt.nl/wp-content/uploads/2017/09/Privacy-Policy-HPLT.pdf>) under the heading "Privacy Policy" .

### **Article 16 - Changes / additions**

1. Changes to these general terms and conditions or additions thereto are only valid insofar as they have been agreed in writing by both parties.
2. In the event of the invalidity of one or more provisions in these general terms and conditions, the remaining provisions will remain in full force.
3. The parties will consult on the invalid provisions in order to make a replacement valid arrangement, so that the scope of the agreement is retained.

### **Article 17 - Disputes & applicable law**

1. All disputes - including those that are considered as such by only one party - that might exist between HPLT and the customer as a result of an agreement or further agreement concluded by HPLT with the customer, will - subject to the parties' authority to make a decision of the President of the District Court, provoking the right to interim relief - are subject to the decision of the ordinary court in the place of business or district of HPLT.
2. For claims of HPLT, however, the Subdistrict Court of the place of business or the district of the customer is also competent.
3. If one of the parties considers a dispute to be present and wants to bring it before the court, he must inform the other party in writing with a description of the dispute.
4. The agreements to be concluded by HPLT in application of these general terms and conditions are always governed by Dutch law. The Uniform Laws on the international purchase of movable tangible property and the establishment of international purchase agreements concerning movable tangible property are expressly excluded.