

GENERAL DELIVERY CONDITIONS OF OS IMPORTS B.V.

ARTICLE 1: DEFINITIONS

Conditions:	these general delivery conditions;
Buyer:	the contracting party of the Seller;
Delivery	the practical act by which Products are placed under the control of the Buyer or a third party designated by the Buyer;
Order	any verbal or written request to the Seller to deliver Products;
Agreement	the agreement between Seller and Buyer;
Product	all the items that are the subject of the Agreement or an Order;
Written	by means of a signed document, letter, fax or an email;
Seller	Van Os Imports B.V., located at Boveneind NZ 56 in (3405 AJ) Benschop, registered in the Chamber of Commerce under number 30156969, operating in the Netherlands under VAT number NL 8079.16.729.B01 / EORI 8079.16.729;
Website	the website of the Seller (https://www.vanosimports.nl or another website of the Seller);
Working Days	all calendar days apart from Saturdays, Sundays, 1 January, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, King's Day and other national public holidays.

ARTICLE 2. APPLICABILITY AND VALIDITY

- 2.1** The conditions apply to all offers, quotations, and Agreements of the Seller.
- 2.2** Departures from the Conditions or the Agreement are only valid if they have been agreed in writing.
- 2.3** Invalidation or nullification of one or more provisions of the Conditions or the Agreement does not affect the applicability of the other provisions. Invalid or nullified provisions will be replaced by provisions that incorporate their intent as closely as possible.
- 2.4** If the Agreement and the Conditions contain mutually contradictory provisions, the provisions in the Agreement will apply.
- 2.5** The Seller is authorised to unilaterally change the Conditions periodically.

ARTICLE 3. OFFERS AND AGREEMENT

- 3.1** All offers by the Seller are free of obligation and revocable.
- 3.2** An Agreement is only concluded if the Seller accepts an Order in writing and/or starts to carry it out.
- 3.3** Obvious (written) errors and/or mistakes on the Website and/or in the offers and/or price lists of the Seller do not legally bind the Seller.
- 3.4** The first time a Buyer, who is a new customer for the Seller, places an order with the Seller it must be for Products with a minimum value of € 1,250 excluding VAT.

ARTICLE 4. DELIVERY AND RISK

- 4.1** Delivery takes place at the Buyer or the address specified by the Buyer.
- 4.2** The Products are at the Buyer's risk from the moment of Delivery. At the moment that the Buyer (a) refuses to accept Products and/or the Delivery of Products at the address specified by the Buyer is not possible, that is the moment when risk transfer applies.
- 4.3** If the Buyer refuses to take the Products, the Seller is authorised to store these Products at the Buyer's account and risk. If the Buyer does not take them within 14 days of the stated refusal, the Seller is authorised to sell the Products to a third party or to destroy them. The costs and losses associated with this are for the Buyer's account.

4.4 The delivery times stated by the Seller are indicative and not final deadlines. Exceedance of them does not confer on the Buyer any right to dissolve the Agreement, nor to suspend its associated obligations or claim compensation.

4.5 The Seller is entitled to deliver Products in parts.

4.6 If, following the conclusion of the Agreement, it appears that the Products cannot be delivered, the Parties are entitled to dissolve the Agreement in respect of the undeliverable Products without any obligation of the Seller to compensate for any resultant loss.

ARTICLE 5. RETENTION OF TITLE

5.1 All Products delivered or yet to be delivered by the Seller remain the sole property of the Seller until the Buyer has fully settled all claims that the Seller has or will have on the Buyer.

5.2 As long as the Products have not been transferred to the Buyer, the Buyer is not authorised to sell, lease, put into use, pledge or in any other way encumber the items still subject to retention of title.

5.3 The Buyer is obliged to look after the Products delivered subject to retention of title with all due care and as the recognisable property of the Seller.

5.4 The Buyer will take all necessary actions to protect the property rights of the Seller. If third parties impose attachment, or indicate their intention to impose attachment, on the said Products or (wish to) claim or assert rights thereon, then the Buyer is obliged to inform the Seller about this immediately.

5.5 The Buyer is obliged to insure the Products that are subject to retention of title against fire, damage by explosion or water and theft, and will upon the first request give the Seller access to the insurance policy. In case of damage and/or loss of the Products, the Seller is entitled to any payment by the insurer. The Buyer's claim for payment of said benefit will in that case be deemed assigned to the Seller and the Buyer will inform the insurer of this assignment and instruct that the said benefit be paid to the Seller.

5.6 The Seller is entitled to take back the Products delivered under retention of title if the Buyer does not settle the claims of the Seller or if the Buyer is experiencing, or at risk of experiencing, payment difficulties. The Buyer will give the Seller, or third parties designated by the Seller, unconditional permission in advance to enter the place where the property of the Seller is located and to take back this property.

ARTICLE 6. PRICES, INVOICING AND PAYMENT

6.1 The prices quoted by the Seller are exclusive of sales tax (VAT), government levies, shipping costs, transport costs, costs of storage and transshipment, insurance costs, import and export duties and other government duties applicable on the day of the conclusion of the Agreement. All prices given by the Seller are subject to price changes, or correction of programming and typing errors.

6.2 The offered or agreed prices are based on exchange rates, supplier prices, transport costs, wages, taxes, levies, import duties and other price-determining factors. The Seller is entitled to unilaterally change prices if the said price-determining factors change.

6.3 The transport of Products within the Netherlands is at the Seller's expense. However, if the invoice amount (excluding VAT) is less than € 350, the Buyer will bear the costs of transport as stated on the Website. The Seller is entitled to change both the said amount and the transport costs. The transport of Products that are delivered outside the Netherlands is at the Buyer's expense.

6.4 The Seller is entitled to charge administration costs to a maximum of € 15 if the invoiced amount of a delivered consignment is less than € 150.

6.5 Payment must be made within 30 days of the invoice date, without prejudice to the Seller's right on conclusion of the Agreement to stipulate a deposit or full payment. A Buyer that is a new customer of the Seller has to pay the whole invoice amount in advance.

6.6 Where Delivery is made in parts, the payment of the full amount can be demanded, this at the discretion of the Seller.

6.7 When the payment term is exceeded, the Buyer is in default without the need for any prior notice of default. In that case, the Seller is entitled without prior notice to suspend or terminate the execution of the Agreement.

6.8 In the event of any exceedance of the payment term, the Buyer is liable to compensate the Seller in respect of the statutory commercial interest on the outstanding amount. In addition, the Buyer is liable to compensate for all extra-judicial and legal costs. The extrajudicial costs will amount to at least 10% of the collection amount with a minimum of € 500.

6.9 In the case of the circumstances referred to in Article 9 of the Conditions, the Seller's claims against the Buyer will be immediately due and payable.

6.10 If the Buyer makes a payment, the Seller will decide which claim against the Buyer is to be reduced by this payment.

ARTICLE 7. COMPLAINTS

7.1 The Buyer must check at the time of Delivery that the Products delivered comply with the Agreement. Visible defects, deficiencies and deviations must be accounted for within 3 Working Days after Delivery and notified in writing to the Seller.

7.2 Defects that at the time of Delivery could not have been reasonably identified by the Buyer must be notified to the Seller in writing and with reasons within 3 Working Days after the Buyer became aware or should reasonably have become aware.

7.3 If the time periods stated in Articles 7.1 and 7.2 are exceeded, all claims by the Buyer against the Seller will lapse.

7.4 The Buyer will handle the Product and its packaging with due care. The Buyer will unpack or use the Product only in so far as necessary to assess whether the Product complies with the Agreement.

7.5 The Seller is not responsible for any reduced or defective functionality of the Products and the Seller is not obliged to repair the related defects if these were caused by circumstances attributable to the Buyer, such as (a) improper, careless and inexpert use and/or non-compliance with maintenance and usage instructions and/or (b) normal wear and tear and/or (c) the (de)installation, repair, modification or manipulation of the Product by the Buyer and/or (d) the combination of the Products delivered by the Seller with existing items of the Buyer and/or with third-party delivered items.

7.6 Complaints cannot be made on the basis of typesetting, printing or written errors in catalogues, offers and price lists used by the Seller and/or provided to the Buyer.

7.7 All images, models, quantities, measurement and weight specifications and other descriptions shown or provided on the Website and/or in digital and/or printed documentation or advertisements by the Seller are indicative only and cannot be deemed to (completely) match the Products to be delivered by the Seller. The Buyer cannot derive any rights therefrom. Unless otherwise agreed, this also applies to trial models shown to the Buyer.

7.8 Colour differences and/or changes, as well as deviations in other characteristics of Products that fall within industry-accepted parameters or that are technically unavoidable do not constitute a defect. This applies also to slight deviations between the actual colour of the Products and the colours shown on the Website.

7.9 Products can be returned only after prior written permission has been obtained from the Seller in which case the Products must be sent to the Seller in undamaged condition together with any associated documentation and in the original packaging. Return shipments are at the expense and risk of the Customer. The Seller will reimburse the associated costs of returned shipments only if the return is justified.

7.10 The act of receiving a return shipment does not imply that the Seller accepts the reason given by the Buyer for the return shipment.

7.11 Products sent back as returns remain at the Buyer's risk until the Seller has approved the return in

writing.

ARTICLE 8. GUARANTEE

8.1 The Seller does not provide any guarantee, unless the manufacturer or supplier of the Products has a guarantee period, in which case the Seller guarantees that the delivered Products are free from design, material and manufacturing defects during this guarantee period.

8.2 Defective items that are covered by a guarantee will be taken back in a way to be decided by the Seller. The provisions of Article 7 in respect of return shipments apply here correspondingly. If during the guarantee period stated in Article 8.1, the Buyer carries out, or allows to be carried out, repairs or changes without the prior written permission of the Seller, the guarantee lapses immediately.

8.3 The guarantee is not applicable in the case of defects that are the result of the circumstances referenced in Article 7.5 of the Conditions.

8.4 Complaints in respect of defects covered by a guarantee must be made in accordance with Article 7 of the Conditions.

8.5 Any claim under guarantee will be excluded if the Buyer does not comply with the Agreement.

ARTICLE 9. TERMINATION AND SUSPENSION

9.1 The Seller is entitled to suspend compliance with its obligations or to dissolve the Agreement immediately and without notice of default if (a) the Purchaser fails to comply in full or in part with its obligations under the Agreement or the Conditions and/or (b) after the conclusion of the Agreement the Seller becomes aware of circumstances giving him good reason to fear that the Buyer will not comply with his obligations in whole or in part and/or (c) the Buyer has been granted suspension of payment or is bankrupt or an application for bankruptcy has been filed and/or (d) the Buyer is subject to attachment and/or (e) the company or the business of the Buyer is dissolved or liquidated and/or (f) the Buyer dies.

ARTICLE 10. LIABILITY AND TIME LIMIT

10.1 In situations where the Buyer is entitled to claim damages against the Seller, the Seller will not be liable for anything more than direct and demonstrable damage which was actually incurred. The Seller is not liable for indirect and consequential damage including lost profits and damage suffered by third parties.

10.2 If any liability rests upon the Seller, this liability is limited to the sum that will be paid out in the case in question under the Seller's liability insurance. If no payment takes place pursuant to this insurance, any liability is limited to the invoice amount for the last 6 months to be calculated from the date on which the damaging event occurred, up to a maximum of € 5,000.

10.3 Contrary to the legal limitation periods, all legal claims of the Buyer against the Seller will lapse after one year has passed, to be calculated from the day that these became due.

10.4 The Buyer indemnifies the Seller against the claims of third parties in connection with the execution of the Agreement.

ARTICLE 11. FORCE MAJEURE

11.1 The Seller has no liability whatsoever in the event of force majeure. Force majeure for the Seller is understood to mean any circumstance outside the Seller's control, such as (but not limited to) a shortcoming by the Seller's suppliers in the fulfilment of agreements concluded with the Seller, business disruptions, the unavailability of the Website, strike, absence of personnel due to illness, disruptions in the supply of energy, Internet, software, transport difficulties, fire, explosion, war, import and export restrictions and governmental measures that interfere with the performance of the Agreement.

11.2 The Seller can also claim force majeure if the circumstance that hinders the performance occurred after the Seller should have complied with its obligations.

11.3 If one or more of the circumstances stated in Article 11.1 hinder fulfilment of the Agreement by the Seller, the Parties can suspend fulfilment of the Agreement. If the force majeure lasts longer than 2 months, the Parties are entitled to dissolve the part of the Agreement that cannot be fulfilled without liability for damages.

ARTICLE 12. USE OF SELLER'S WEBSITE

12.1 If the Buyer wishes to place an Order, the Buyer should create an account on the Website whereby the Seller will provide the Buyer with a user ID and password. The Buyer must treat this information confidentially and not provide it to third parties. The Seller is at all times entitled to revoke and/or deactivate a user ID or password.

ARTICLE 13. PRIVACY

13.1 For the performance of the Agreement, the Seller uses certain personal data from the Buyer. The Seller handles this data with great care. The Seller's Privacy Statement details how said personal data is used.

ARTICLE 14. DISPUTES AND APPLICABLE LAW

14.1 This Agreement is subject to Dutch law. Application of the Vienna Sales Convention is excluded.

14.2 All disputes between the Buyer and the Seller will be settled by the competent court in Utrecht.

ARTICLE 15. INTERPRETATION OF GENERAL CONDITIONS

15.1 In case of a conflict or difference (in interpretation) between the English and the Dutch version of the Conditions, or if a provision in the English conditions is unclear, the Dutch version will prevail and this latter version will have precedence for the interpretation of the Agreement and/or the Conditions.