**Article 1 GENERAL**

1. These terms and conditions are applicable to all offers and all purchase, sale and/or goods agreements of Naus Boxes B.V., hereinafter referred to as: ‘the Seller’, and the Buyer on the other hand. Deviations from these terms and conditions can only be agreed in writing.
2. Terms and conditions of the Buyer only apply if they have been accepted by the Seller in writing.

**Article 2 OFFERS**

1. All offers are non-binding unless explicitly stated otherwise. Offers are based on information provided by the Buyer, the accuracy of which may be assumed by the Seller.
2. Prices quoted are for delivery ex-works or ex-warehouse, excluding VAT.

**Article 3 PACKAGING**

Necessary packaging will be charged at cost price and will not be taken back. The judgment of the necessity of its use is exclusively at the discretion of the Seller.

**Article 4 AGREEMENTS**

1. Agreements are only established following express acceptance by the Seller. Such acceptance is evidenced either by the Seller’s written confirmation or by its implementation of the agreement.
2. Agreements with subordinates of the Seller are not binding upon the Seller unless confirmed in writing.

**Article 5 TIME AND PLACE OF DELIVERY**

1. Delivery takes place ex-works or ex-warehouse, at the Seller’s discretion. Delivery periods are approximate. The delivery period starts when agreement has been reached on all technical details and after all data necessary for the implementation of the work are in the possession of the Seller and the Seller has received the agreed payment or partial payment.
2. The delivery period is set in the expectation that the Seller can continue to operate as foreseen at the time of the offer and that the necessary materials will be delivered to it on time. Exceedance of the delivery period can in principle only constitute grounds for compensation if this has been agreed in writing.

In all other cases, the Seller is only liable to pay compensation for damage due to late delivery if the Buyer has given it notice of default in writing, whereby the Buyer must grant the Seller a period of at least half the original agreed delivery period, with a minimum of 15 working days, to nevertheless fulfil its obligations.

1. If after the expiry of the delivery period the goods have not been collected by the Buyer or cannot be incorporated into the work, the goods will be at the Buyer’s disposal and stored at the Buyer’s risk and expense.

**Article 6 NON-IMPLEMENTABILITY OF THE ASSIGNMENT**

1. If after the agreement has been entered into it cannot be fulfilled by the Seller as a result of circumstances that were not known to the Seller at the time the agreement was entered into, the Seller is entitled to demand that the content of the agreement be amended in such a way that implementation remains possible.
2. Furthermore, the Seller is entitled to suspend the fulfilment of its obligations and is not in default if it is temporarily prevented from fulfilling its obligations as a result of a change in circumstances that could not reasonably be expected at the time of entering into the agreement and are beyond its control.
3. Circumstances that cannot reasonably be expected and are beyond the control of the Seller include the failure of suppliers of the Seller to fulfil their obligations, fire, breakdowns or work interruptions or the loss of the materials to be processed, and import or trade bans.
4. No power of suspension exists if fulfilment is permanently impossible or the temporary impossibility continues for more than six months, in which case the agreement between the parties will be dissolved without either party being entitled to compensation for damage suffered or to be suffered due to dissolution.
5. If the Seller has partially fulfilled its obligations, it is entitled to a proportional part of the agreed price.

**Article 7 DURATION OF THE ACCEPTED WORK**

1. The Buyer will ensure that permits, exemptions and similar provisions necessary to carry out the work are obtained in good time.
2. The agreed price of accepted works does not include:
3. earthwork, piledriving, cutting, breaking, groundwork, masonry work, carpentry, plastering, painting, wallpapering, repairs or other construction work of any kind;
4. the additional help for manoeuvering those parts that can be handled by the Seller itself, as well as necessary lifting or hoisting equipment;
5. taking measures to prevent damage to items present at the work.

**Article 8 CHANGES TO THE ACCEPTED WORK**

1. All changes to the accepted work, whether as a result of a special assignment by the Buyer or a change in the design, or caused by the fact that the data provided does not correspond to the actual implementation, or by deviation from estimated quantities – in the case of series production, a deviation in quantities, both upwards and downwards, of 5% is permitted –, are to be regarded as additional work if this results in higher costs, and as reduced work if this results in lower costs.
2. Additional work will be calculated on the basis of the pricing factors applicable at the time when the additional work is carried out. Reduced work will be based on the price-determining factors prevailing when the contract was entered into.

**Article 9 ASSEMBLY**

1. Assembly will be carried out at the agreed rates.
2. The personnel responsible for assembly will only assemble the material supplied by Seller and/or the material that was included in the assignment.
3. The Seller is not liable for assembly work falling outside the assignment.
4. The Buyer must ensure that the Seller can carry out its work undisturbed, including by ensuring that gas, water and electricity are available in the area where work is being carried out and, if necessary, that there are lockable storage places for materials and tools.
5. If the assembly cannot take place in an orderly manner and without interruption, or is otherwise delayed due to causes beyond the control of the Seller, the Seller is entitled to charge the Buyer for the resulting additional costs at the rate applicable at the time.
6. Any unforeseen costs will be borne by the Buyer, such as:
7. costs arising because the assembly cannot be carried out in normal daytime hours;
8. travel and accommodation costs that were not included in the price.
9. The Buyer must be present at the completion of the work and check that the work has been properly carried out.
10. Complaints after the departure of the assembly personnel will not be considered, unless the Buyer proves that he could not reasonably have discovered a defect at the time when the work was completed. In that case the Buyer must complain in writing or by email within eight days of discovery and give the Seller the opportunity to rectify any defect, provided that the notification falls within the guarantee period.

**Article 10 COMPLETION**

1. A work will be considered to be completed:
2. when the Seller has notified the Buyer either in writing or orally of the completion of the work and the Buyer has approved the work;
3. eight days after the Seller has given the notice referred to under point a. and the Buyer has failed to pick up the work;
4. when the work is taken into use by the Buyer, the taking into use of a part being considered as the completion of that part.
5. Minor defects that can be repaired within 30 days of completion will not form an obstacle to the completion.
6. If any component cannot be delivered at the same time as the completion through no fault of the Seller, the completion will still be possible.

**Article 11 LIABILITY**

1. The Seller is only liable for damage suffered by the Buyer that is the direct and exclusive result of fault on the part of the Seller, on the understanding that only damage against which the Seller is insured or should reasonably have been insured in view of the prevailing practice in the sector is eligible for compensation, but subject to the following limitations:
2. trading losses due to any cause whatsoever are not eligible for compensation. The Buyer must insure itself against such damage if necessary.
3. The Seller is not liable for damage caused by or during the performance of the work or assembly, to objects on which work is being carried out or to objects located in the vicinity of the place where work is being carried out;
4. The Seller is not liable for damage caused by the willful misconduct or gross negligence of auxiliary persons;
5. The damage to be compensated for by the Seller will be reduced if the price to be paid by the Buyer is minor in relation to the extent of the damage suffered by the Buyer.
6. If the Seller’s insurer does not pay out for whatever reason, the Seller’s liability will in all cases be limited to reasonable compensation for the damage suffered, with a maximum of the agreed price for the relevant full or partial delivery, i.e., the invoice value.
7. The Buyer will indemnify the Seller against any third-party claims for damages against the Seller, including damages resulting from the use of drawings, samples, models or other items and/or data sent by the Buyer. The Buyer is liable for all costs arising from this for the Seller.
8. In the event that the damage and liability of the Seller is the result of willful misconduct and/or gross negligence then the limitations of liability do not apply.

**Article 12 GUARANTEE**

1. The Seller guarantees the proper performance of an accepted work in respect of construction and materials insofar as the Seller was free in the choice of these, on the understanding that it will supply new parts free of charge for all parts that become defective during a period of six months after delivery due to inadequate construction and/or faulty materials. In that case the Seller becomes the owner of the parts to be replaced. Disassembly or assembly of these parts is at the Buyer’s expense.

If the assignment consisted of processing material supplied by the Buyer, the Seller guarantees proper performance after processing. If during a period of six months after delivery it becomes apparent that the processing was faulty, the Seller will, at its discretion, carry out the processing again provided the Buyer supplies new materials, repair the defect or credit the Buyer for a proportionate part of the invoice.

1. The Buyer must at all times provide the Seller with the opportunity to rectify a defect.
2. Defects caused by normal wear and tear, improper handling or injudicious or incorrect maintenance, or occurring after modification or repair by or on behalf of the Buyer itself or by third parties are excluded from the guarantee. No guarantee will be given for items that were substantially not new at the time of delivery. No guarantee is provided for items or assemblies not assembled by the Seller, nor for those assembled by it but not delivered by it.
3. The guarantee on materials applied is subject to the factory guarantees of the manufacturers of the materials.
4. The guarantee only applies if the Buyer has fulfilled all its obligations towards the Seller.

**Article 13 TRANSPORT**

1. All items are transported at the Buyer’s risk from the time of dispatch, even if carriage-paid delivery has been agreed. The Buyer must take out adequate insurance against this risk.
2. If an appeal to the provisions under paragraph 1 of this article is not valid, the Seller will never be obliged to further indemnification than the amount it can obtain from the carrier and/or insurer in connection with the loss or damage during transport, and will, at the Buyer’s request, transfer its claim on the carrier or insurance company to the Buyer.

**Article 14 UNCOLLECTED ITEMS**

If the Buyer fails to collect goods that are in the possession of the Seller despite the fact that they were made available to it, in return for payment of the amount owed, the Seller is entitled, one month after the items have been made available to it, to sell these or have them sold for and on behalf of the Buyer following notice of default, with the obligation to pay the proceeds to the Buyer with the deduction of the claims due to the Seller, including storage costs.

**Article 15 PAYMENT**

1. Payment must be made via the bank within 8 days of delivery.
2. The Seller is always entitled, before delivering or proceeding with delivery or the fulfilment of the assignment, to require what it considers to be adequate security for the fulfilment of the Buyer’s payment obligations. This provision also applies if credit has been stipulated. Refusal by the Buyer to provide the required security entitles the Seller to consider the agreement as dissolved, without prejudice to the Seller’s right to compensation for expenses and loss of profits.
3. The Seller is also entitled to suspend the work if the Buyer is in default with its payment obligations, even if a fixed delivery time has been agreed.
4. Regulations of any authority whatsoever that prevent the use of the goods to be delivered or already delivered do not alter the Buyer’s monetary obligations.
5. The Buyer’s right to offset any claims it may have against the Seller is expressly excluded.
6. The entire purchase price or contract price is immediately due and payable in any case in the event of payment in instalments, which instalment remains unpaid on the due date, in the event of the Buyer’s bankruptcy, if the Buyer applies for a suspension of payments or if receivership is applied for, if any attachment is levied on the Buyer’s goods or claims, or if the Buyer dies, goes into liquidation or is dissolved.
7. If payment of a sent invoice has not been made within 30 days of the invoice date, the Seller is entitled to charge the Buyer compensation for loss of interest equal to the statutory interest or statutory commercial interest, but with a minimum of 10% per year if the statutory interest is lower than 10%, whereby interest on part of a month will be calculated as a full month.
8. The Seller is furthermore entitled to claim from the Buyer, in addition to the principal claim and interest, all extrajudicial costs caused by the late payment. Extrajudicial costs are payable by the Buyer if the Seller has secured the assistance of a third party for collection. These costs will amount to 15%, with a minimum of €75.00. The mere fact that the Seller has secured the assistance of a third party demonstrates the size of and the obligation to pay extrajudicial costs. If the Seller applies for the bankruptcy of the Buyer, the Buyer will also owe the costs of the bankruptcy application.

**Article 16 COMPLAINTS**

1. The Buyer can no longer invoke a defect in the performance if it has not lodged a written complaint with the Seller within a reasonable time after it discovered or reasonably should have discovered the defect.
2. A reasonable time will be understood to mean within eight days after completion of a work or after delivery of an item, or in the event that the work has not yet been completed or delivered, eight days after the Buyer has discovered a defect, whereby it must specify in writing to the Seller what the defect is and when and how it was discovered.
3. Complaints concerning invoices must be made in writing within eight days of their receipt.
4. The Buyer loses all rights and authorities available to it on the grounds of defectiveness if it has not complained within the abovementioned period and/or it has not given the Seller the opportunity to rectify the defects.

**Article 17 PRICE CHANGES**

1. The agreed prices are based on the cost of materials and wages, based on the day of the offer.
2. If and insofar as the period between the date of the offer and the delivery or completion exceeds a period of six months, and wages, prices of materials, etc. have undergone changes during that period, the agreed price or the agreed contract price will be changed proportionally. The payment of any additional price will be made at the same time as the principal sum or the final instalment.
3. If materials, raw materials, etc. are made available by the Buyer for the performance by the Seller, the Seller is entitled to charge a maximum of 10% of the cost price of the items supplied in the contract price or in the price.

**Article 18 RETENTION OF TITLE AND RIGHT OF LIEN**

1. The Buyer will only become the owner of the goods delivered or to be delivered by the Seller under a suspensive condition. The Seller remains the owner as long as the Buyer has not paid the Seller’s claim in respect of the counter-performance of the agreement or a similar agreement. The Seller also remains the owner of the goods delivered or to be delivered as long as the Buyer has not paid for the work carried out or to be carried out under such agreements, and as long as the Buyer has not paid claims for failure to perform, including claims relating to penalties, interest and costs.
2. As long as the above claims have not been paid, the Buyer is not entitled to establish a right of lien or a non-possessory lien on the goods delivered by the Seller, and undertakes to declare to third parties wishing to establish such a right on these goods, at the first request of the Seller, that the Buyer is not authorised to establish a right of lien. The Buyer further undertakes not to sign a deed establishing a right of lien on the goods, in which case the Buyer will be guilty of misappropriation.
3. In the event that the Buyer fails to comply with any obligations under the agreement in respect of goods sold or work to be performed in relation to the Seller, the Seller is entitled, without notice of default, to take back the goods, both those originally delivered and those newly created. The buyer authorises the Seller to enter the place where the goods are located.
4. The Seller grants the Buyer ownership of the delivered goods at the time the Buyer has fulfilled all its payment obligations under this and similar agreements, subject to the Seller’s right of lien, for the benefit of other claims that the Seller has against the Buyer. The Buyer will, at the Seller’s first request, cooperate in any actions required in this context.

**Article 19 DISSOLUTION**

1. Full or partial dissolution of the agreement takes place by a written declaration by the person entitled to do so. Before the Buyer addresses a written notice of dissolution to the Seller, it will at all times first declare the Seller to be in default in writing and grant the Seller a reasonable period of time to nevertheless comply with its obligations or to rectify any shortcomings, which shortcomings the Buyer must report accurately in writing.
2. The Buyer is not entitled to dissolve the agreement in whole or in part or to suspend its obligations if it was already in default with the fulfilment of its own obligations.
3. If the Seller agrees to the dissolution without there being any default on its part, it is always entitled to compensation for all financial damage such as costs, loss of profit and reasonable costs to determine damage and liability. In the event of partial dissolution, the Buyer cannot claim cancellation of performances already carried out by the Seller and the Seller is fully entitled to payment for the performances it has already carried out.

**Article 20 APPLICABLE LAW**

1. All agreements entered into with the Seller are governed by the laws of the Netherlands, to which these terms and conditions apply as a supplement, and insofar as mandatory provisions do not dictate otherwise.
2. All disputes arising from offers and agreements, however named, will be submitted to the judgment of the civil court of competent jurisdiction in the place of business of the Seller, unless statutory provisions dictate otherwise.