



General terms of delivery and payment

Of

**Cross4U BV**

Established and office-related in Gorinchem

Deposited at the Chamber of Commerce and factories for Rivierenland in Woerden under Number 57613486.

**1. GENERAL**

- 1.1 All our offers, agreements and their execution are governed solely by the present terms and conditions. Deviations must be expressly agreed with us in writing. In these terms and conditions, written means: via paper, whatsapp and via email.
- 1.2 "The other party" shall mean in these terms: any (legal) person, who has concluded an agreement with our company, or wishes to conclude, and in addition to such, his representative (s), authorized (N), Assignee (s) and heirs.
- 1.3 Own terms and conditions used by the other party remain unaffected to the extent that they do not violate these conditions. In that case, our terms and conditions will prevail at all times, even if otherwise stipulated.
- 1.4 Cross4U applies the delivery conditions set by the International Chamber of Commerce (Incoterms 2010). What is stipulated in the incoterms 2010 is in accordance with applicable.
- 1.5 Offer: Any offer by seller to buyer.
- 1.6 Buyer: Any party entering into an agreement with the seller or requesting a quote from the seller.
- 1.7 Seller: Cross4U B.V. with the location address Edisonweg 30, 4207 HG in Gorinchem, the Netherlands, validly represented by R.E. de Schepper.
- 1.8 Agreement: an agreement (including the accompanying annexes) concerning the provision of services and/or goods concluded between the seller and the purchaser including any changes agreed after the conclusion (s), registered with the Chamber of Commerce under number 57613486.

**2. OFFERS & APPLICABILITY**

- 2.1 All offers made by us, in any form whatsoever, are without obligation, unless expressly stated otherwise. Where an offer has a limited period of validity, or under other conditions, this is expressly stated in the offer.
- 2.2 Any budgets, plans or other documents accompanying an offer remain our property at all times and must be returned to us at first request.
- 2.3 We reserve the right to refuse orders without giving reasons, or to provide cash on delivery or to require prepayment.
- 2.4 These general terms and conditions apply to all (telephone) offers and/or services of Cross4U and/or all Agreements concluded with Cross4U and to all other legal relations between The purchaser and Cross4U. Different provisions are only valid if they have been expressly agreed in writing between the purchaser and Cross4U.
- 2.5 The general terms and conditions are accessible to everyone and included on the internet site [www.cross4u.nl](http://www.cross4u.nl) as well as deposited with the Chamber of commerce under number 57613486.



### 3. AGREEMENT

- 3.1 Subject to the following, an agreement will be concluded only after we have accepted a contract in writing, respectively, confirming the date of the confirmation. The contract confirmation is deemed to give the agreement correct and complete, unless the other party has immediately protested it in writing.
- 3.2 If we have previously made an offer to the other party, the agreement will be concluded on the moment of receipt of the order of the other party.
- 3.3 Any additional agreements or modifications made later will only bind us if they are written by us confirmed.
- 3.4 The offer of Cross4U does not automatically apply also to follow-up offers, business and/or services.
- 3.5 For transactions that do not send a quote or order confirmation by nature and size, the invoice is deemed to reflect the agreement correctly and fully, subject to advertising within 2 working days after the invoice date.
- 3.6 Any agreement shall be made on our part under the suspensory condition that the other party-solely in its assessment-seems to be sufficiently creditworthy for the pecuniary fulfilment of the agreement.
- 3.7 We are entitled to require, at or after entering into the agreement, before (further) performance of the counterparty, certainty that both payment and other obligations will be fulfilled.
- 3.8 We are entitled, if we deem this necessary or desirable for the proper lining of the contract we have provided and after consultation with the other party, in the execution of the agreement to enable others, whose costs to the other party will be passed on.
- 3.9 If the counterparty does not supply product (and) according to the agreement in whole or in part and/or has changed the purchased product unilaterally upon delivery to the specification, we reserve the right to terminate the loss of income incurred and/or damage (claims) to the counterparty in its entirety. If necessary by insurance.
- 3.10 If the purchaser has accepted the offer electronically, Cross4U shall immediately confirm receipt of the acceptance of the offer by electronic way.
- 3.11 The agreement is entered into by default indefinitely, unless a different period has been agreed in writing between the parties.
- 3.12 If there is any uncertainty about the initial term of the agreement, the duration of the agreement shall be calculated from the date of signature.
- 3.13 The contract for an indefinite period may be terminated by a registered letter by both parties, taking into account a notice period of one month.
- 3.14 The agreement by which another period has been agreed as referred to in paragraph 1 shall, at the end of the first contract period, be tacitly renewed with the same period, unless the agreement has been terminated in due time, with Notice of one month.
- 3.15 The agreement by which another period has been agreed as referred to in paragraph 1 shall be terminated prematurely The agreement shall be fulfilled by the purchaser of the full future deadlines.
- 3.16 Cross4U assumes the correctness of all the data provided by the purchaser and the declarations made. Cross4U is not obliged to do any further investigation.
- 3.17 Cross4U is authorized once a year to calculate price increases by the buyer. If the price increase implies an increase of more than 10% of the applicable tariffs, the purchaser is entitled to terminate the duration agreement within 10 working days following the day that Cross4U has communicated the price increase in writing to the purchaser.

### 4. PRICES

- 4.1 Unless otherwise stated, our prices are:
  - Based on delivery from our company, stockroom or other repository (FOT/ex Works)
  - Excluding VAT, import duties, other claims, levies and duties
  - Excluding the costs of transport and insurance
  - In Euro (€) or USD (\$); Any course changes are charged.



- 4.2 In case of an increase in one or more of the cost factors, we are entitled to increase the order price accordingly; this shall be subject to any applicable legal requirements, provided that already known future price increases are to be included in the order confirmation.
- 4.3 If it is not possible to determine what price the parties have agreed, it will be based on the price for that day on a colleague established in the Netherlands exporter/ importer.
- 4.4 All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors.

## 5. CANCELLATION

- 5.1 If the other party is required to cancel (in part) after a return has been established, at least 10% of the order price (excluding VAT) will be charged as a cancellation fee. Without prejudice to our right to full compensation, including lost profits. This can only be approved by mutual approval and must be confirmed in writing.
- 5.2 Any costs incurred by us due to the adjustment of the agreement will be charged/recovered to the purchaser.

## 6. DELIVERY

- 6.1 From the moment of conclusion of the purchase agreement, it is purchased at the counterparty's risk. Unless otherwise agreed, delivery is effected by the delivery of the goods on the company of the seller to the other party or third parties who collect the goods on behalf of the other party.
- 6.2 When the transport to the company of the other party or third person is effected by or because of the seller, the time of delivery is the moment when the purchased is ready for transport.
- 6.3 If the goods are to be stored for the other party, delivery takes place when the goods are stored. At the time of storage is the risk to the other party.
- 6.4 The other party is obliged to check the delivered immediately upon delivery for any defects and/or visible damage, or to carry out this check after communication on our part that the goods are at its disposal.
- 6.5 Any defects and/or damage to the delivered and/or packaging which are present on delivery, must indicate the other party on the delivery note, the invoice and/or the transport documents. In the absence of which it is deemed to have been delivered. In that regard, reclamation are no longer being considered.
- 6.6 If, after the expiry of the delivery period, the goods have not been withdrawn by the other party, they shall be stored at its disposal, for its account and risk.
- 6.7 Indication of the delivery time is always approximate, unless expressly agreed otherwise in writing. The delivery period shall commence as soon as all necessary information, by or on behalf of the counterparty is in our possession and packaging material.
- 6.8 If the delivery period is exceeded, default shall not occur without prior notice of default. Delay in delivery may under no circumstances give rise to penalty, damages, destruction or dissolution of the contract, unless there is intent or gross negligence of Cross4U. A non-timely performance does not give buyer the right to fail to meet any obligation arising from the agreement.

## 7. BUYER OBLIGATIONS

- 7.1 Purchaser undertakes to Cross4U Timely and all, for the proper performance of the mutual obligations Information required under the Agreement, including the VAT identification number, Delivery data etc. The purchaser is responsible for the correctness, completeness and reliability of the Cross4U Data and documents, even if they originate through or from third parties.
- 7.2 Buyer shall ensure that Cross4U is promptly informed of facts and circumstances relating to the implementation of the Agreement may be of interest.



- 7.3 Cross4U has the right to terminate the contract if the purchaser fails to do so despite repeated written request for this purpose by Cross4U, to fulfil its obligations as set out in this article and/or these general terms and conditions. Buyer is obliged to reimburse the costs and work carried out by Cross4U already incurred. This is equally true for the activities outsourced by Cross4U, cancellation costs etc. In addition, buyer is obliged to compensate the damages caused by termination. The compensation to be paid will in any case be a minimum amount of € 2.500,--.

## **8. TRANSPORT/RISK**

- 8.1 If the other party has not given us any further indication, the method of transport, dispatch and packaging is determined by us as a good merchant. Unless otherwise agreed, the counterparty assumes all risk in it, including the fault/negligence of the carrier.
- 8.2 Any specific wishes of the other party concerning the transport/dispatch shall be carried out only if the other party has declared that it will bear several costs.

## **9. EXPEDITION**

- 9.1 If, insofar as we act as a forwarder, this service is carried out by the applicability of the Dutch forwarding conditions (general terms and conditions of the FENEX), as last deposited at the registry of the District courts in Amsterdam, Breda and Rotterdam, as far as our terms and conditions have not been cancelled.

## **10. QUANTITY**

- 10.1 The quantity indicated on the packaging must correspond to the agreed quantity. In the case of goods delivered unpackaged or not by equal weight, the quantity determination may take place in the manner customary for that particular case.

## **11. CAPACITY**

- 11.1 Subject to proof, the delivered case must comply with the agreed quality requirements. The case must also comply with the quality requirements laid down by private and public law.
- 11.2 If supplied under a certain quality class, the goods to be delivered must also comply with the requirements for that quality class.
- 11.3 In the event of quality disputes, the other party must engage a sworn expert, within 48 hours after delivery of the product so that the expert can make an objective judgement within reasonable limits.

## **12. EMBALLAGE**

- 12.1 We are entitled to charge a fee for sustainable packaging materials, which is stated on the invoice.
- 12.2 Return packaging must be sorted so that we can easily and smoothly determine the good condition. Any costs of reordering or re-sorting will be passed on to the other party.
- 12.3 We do not refund any of the packaging obtained from or through us.

## **13. FORCE MAJEURE**

- 13.1 "Force majeure" means any of the will of the parties independent or unforeseen circumstance by which the other party cannot reasonably be required to fulfil the agreement.
- 13.2 If, in our opinion, the force majeure will be temporary, we have the right to suspend the execution of the agreement for as long as the circumstance that the force majeure poses does not arise.



- 13.3 In our opinion the force majeure situation is of a permanent nature, then the parties can make arrangements for the dissolution of the agreement and the consequences associated with it.
- 13.4 The party considers it to be in force majeure, the other party must immediately notify it.
- 13.5 Force majeure shall in any event be understood to mean any strange cause, and any circumstance, which is reasonably not to be associated with its risk and which prevents the fulfilment of the obligations such as fire, death, strikes, personnel problems, weather conditions, government measures, transport problems, as well as default by suppliers of Cross4U, and/or Internet failures, faults in the electricity, malfunctions in e-mail traffic and malfunctions or changes in goods and/or services and financial crisis delivered by third parties. Defects in auxiliary or means of transport expressly apply as force majeure.
- 13.6 If Cross4U has already partially fulfilled its obligations in the event of the force majeure, or can only partially fulfil its obligations, it shall be entitled to separate the already delivered or the deliverable part Invoice and the purchaser is obliged to comply with this bill if it concerned a separate agreement.

#### 14. LIABILITY

- 14.1 We exclude any liability, insofar as it is not legally regulated.
- 14.2 Our liability will never exceed the total amount of the order in question, or any allowance made by our insurer.
- 14.3 In any event, we shall not be liable for any damage incurred or caused by the (incorrect) use of the delivered or by the incapacity thereof for the purpose for which the other party has purchased it.
- 14.4 By receiving the delivered goods by or on behalf of the other party, they we are indemnified against any claims of the other party and / or third parties for payment of compensation, regardless of whether the damage was caused as a result of composition and / or production or manufacturing errors or for any other cause.

#### 15. ADVERTISEMENTS

- 15.1 Any reclamations will be processed by us only if the counterparty fails to fulfil the shortcoming in the fulfilment as soon as possible after the discovery of the defect or after the defect has reasonably been discovered, but at the latest within 48 hours after delivery to us. The notification must be made both orally and in writing and confirmed.
- 15.2 The other party should give us the opportunity to visit the business. The viewing must take place as soon as possible, taking into account the nature and reasonableness of the business and at the latest within 48 hours after receiving the complaint.
- 15.3 After expiry of these deadlines, the other party shall be deemed to have approved the delivered or the invoice. Then reclamations will no longer be considered by us.
- 15.4 In the case of a legitimate reclamation, Cross4U will have the choice to:
- (a) take back and replace the goods,
  - (b) terminate the agreement,
  - (c) crediting a reasonable reduction in the price.

#### 16. RIGHT OF RETENTION

- 16.1 We are at all times a good thing that we hold under any other title of the other party, to hold back until the other party has fulfilled all that it owes us, or has provided sufficient security for that. If we are obliged to exercise our right of retention, we are also entitled to charge the other party all associated costs, including storage costs.



## 17. PAYMENT

- 17.1 Unless otherwise agreed in writing, payment must be made in cash without discount or set-off, or by deposit or transfer to a bank account designated by us within the agreed payment term in accordance with invoice.
- 17.2 The value date indicated on our bank statements is decisive and is therefore considered as a payment day.
- 17.3 All payments made by the other party are primarily intended to satisfy any interest and costs incurred by us and subsequently to the satisfaction of the oldest outstanding invoices.
- 17.4 In case the other party:
- (a) is declared bankrupt, proceeds to the estate, submits a request for the suspension of payment, or is placed on the whole or part of the property,
  - (b) death, is placed under receiver or disbanded,
  - (c) of the law or of those conditions does not fulfil its obligation to fulfil its obligations,
  - (d) to fulfil an invoice amount or part thereof within the prescribed period,
  - (e) proceeds to strike or transfer its business or an important part thereof, including the contribution of its business to a company to be established or already existing, or to change the objective of the company.
- By merely seizing any of the circumstances, we have the right to dissolve the agreement or any amount owed by the other party on the basis of the services provided by us, promptly and without any warning or notice of default required in its entirety, all without prejudice to our right to reimbursement of costs, damages and interest.
- 17.5 If the purchaser does not meet his payment obligation(s) in due time, Cross4U will pay the principal increase with the statutory trading interest per month, calculating a portion of one month for a whole calculated from the initial expiration date to the day of overall satisfaction, increased by € 25,- administration cost.
- 17.6 If the purchaser does not meet his payment obligation in due time and Cross4U is obliged to perform collection activities in order to enforce the payment of the outstanding declaration, Cross4U is also entitled to make all actual costs of judicial and extrajudicial collection to the purchaser by calculating the extrajudicial collection costs amount to 15% on the amount due, with a minimum of € 150.00. Cross4U also retains the right to claim any further costs and/or damages incurred by the non-timely fulfilment of the purchaser. In the event of default, Cross4U is also entitled to consider the agreement to be dissolved without judicial intervention. In that case, the purchaser shall be liable for the damage suffered by Cross4U, including, but not limited to, loss of profit and the costs of the notice of default.

## 18. INTEREST AND COST

- 18.1 If payment has not taken place within the period specified in the preceding article, the counterparty is legally in default and from the invoice date an interest rate of 10% (part of) a month is payable on the still outstanding and receivable amount.
- 18.2 All judicial and extrajudicial costs incurred shall be borne by the other party. The court costs include all the actual costs of legal and procedural assistance incurred during legal proceedings, which exceed the liquidation rate.
- 18.3 The extrajudicial collection costs are at least 15% of the amount owed by the other party, including the aforementioned interest.

## 19. APPLICABLE LAW

- 19.1 All our offers, agreements and their execution are governed exclusively by Dutch law.



## 20. DISPUTES

- 20.1 All disputes, including those considered only by one party as such, arising out of or in connection with the agreement to which these terms apply or the conditions in question themselves and its explanations or execution, whether factual or legal, shall be settled by the competent civil court within whose territory our place of residence is situated, unless the district court is competent by the District Court in Dordrecht/Rotterdam.