

# General Terms & Conditions – Coscentra B.V.

## Definitions

- “Coscentra”:** Coscentra B.V., company established in Kerkrade, registration KVK no. 14077554  
**“Customer”:** The person or company with whom Coscentra entered into an agreement  
**“Parties”:** Coscentra and Customer together  
**“Consumer”:** A Customer who also acts as a private person

## Article 1 – Applicability

These terms and conditions are applicable to all quotations, offers, work, services, orders, agreements and deliveries of products or services by or in name of Coscentra. The Parties can only deviate from these terms and conditions if they have expressly agreed to do so in writing. The Parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the customer or third parties.

## Article 2 – Quotations and offers

Offers and quotations from Coscentra are without obligation, unless expressly stated otherwise. An offer or quotation is valid for a maximum of two months, unless a different acceptance period is stated in the offer or quotation. If the Customer does not accept an offer or quotation within the applicable term, the offer or quotation will lapse. Offers and quotations do not apply to repeat orders, unless the parties have explicitly agreed on this in writing. The agreement is concluded by written confirmation of the customer order or otherwise by the actual execution of the order.

## Article 3 – Acceptance

Upon acceptance of a non-binding quotation or offer, Coscentra reserves the right to withdraw the quotation or offer within three days of receipt of the acceptance, without the customer deriving any rights from this. Verbal acceptance by the customer only binds Coscentra after the customer has confirmed this in writing (or electronically).

## Article 4 – Prices

All prices charged by Coscentra are in Euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and duties, travel, shipping or transport costs, unless expressly stated otherwise or agreed otherwise.

Coscentra reserves the right to change prices for its products at any time, even if said prices have been communicated or published on its website or otherwise made known. Increases in the cost of products or parts thereof, which Coscentra could not foresee at the time of making the offer or concluding the agreement, may give rise to price increases. The Customer has the right to dissolve an agreement as a result of price increases as referred to above, unless the increase is the result of a statutory regulation.

## Article 5 – Models and samples

If the Customer receives a sample or model, both digital or physical, of a product, he cannot derive any rights from it other than that it is an indication of the nature of the product, unless the parties have expressly agreed that the products to be delivered match the sample or model.

## Article 6 – Payment and payment terms

Coscentra applies a standard condition of payment before delivery. For private label productions or products that are specifically processed for a customer, such as repacking, applying stickers or sorting, Coscentra applies a standard condition of a 50% deposit upon confirmation of the order and the balance to be paid before delivery.

These conditions can only be deviated from if agreed in writing when confirming the order or when entering into the relationship with the customer.

Payment terms are regarded as strict and final terms. This means that if the customer has not paid the agreed amount no later than on the last day of the payment term, he will be in default by law, without Coscentra having to send the customer a reminder or notice of default.

Coscentra reserves the right to make a delivery conditional on immediate payment or to demand security for the total amount of the services or products, even if the customer has enjoyed a longer payment term until then.

## Article 7 – Late payments

If the Customer does not pay within the agreed terms, Coscentra is entitled to charge the statutory interest of 2% per month for commercial transactions from the day the customer is in default, whereby part of a month is considered as a whole month.

When the customer is in default, he is also due to pay extrajudicial collection costs and any compensation to Coscentra.

The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.

If the customer does not pay with the agreed terms, Coscentra may suspend its obligations until the customer has fulfilled its payment obligation.

In the event of liquidation, bankruptcy, seizure of assets or suspension of payment on the part of the customer, Coscentra's claims are immediately due and payable.

If the customer refuses to cooperate with the execution of the agreement by Coscentra, he is still obliged to pay the agreed price for the products or services to Coscentra.

## Article 8 – Right of recovery / revindication

As soon as the customer is in default, Coscentra is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.

Coscentra will invoke this right by means of written or electronic communication.

As soon as the customer has been informed of the invoked right of recovery, the customer must immediately return the products to which this right relates to Coscentra, unless the parties make other arrangements in this regard.

The costs of returning the products are to be born by the Customer.

## Article 10 – Right of suspension

Unless the Customer is a Consumer, the Customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

## Article 11 – Right of retention

Coscentra can invoke its right of retention and, in that case, retain the customer's products until the customer has paid all outstanding invoices to Coscentra, unless the customer has provided sufficient security for those costs.

The right of retention also applies on the basis of previous agreements for which the Customer still owes payment to Coscentra.

Coscentra is never liable for any damages the Customer may suffer as a result of using this right of retention.

## Article 12 – Offset of debt

Unless the Customer is a Consumer, the Customer waives the right to set off a debt to Coscentra against a claim against Coscentra.

## Article 13 – Retention of title

Coscentra remains the owner of all delivered products until the customer has fully complied with all its payment obligations towards Coscentra under whatever agreement entered into with Coscentra, including claims for non-compliance.

Until that time, Coscentra can invoke its retention of title and take back the goods.

Before ownership has passed to the customer, the customer may not pledge, sell, alienate or otherwise encumber the products.

If Coscentra invokes its retention of title, the agreement will be deemed to have been dissolved and Coscentra will be entitled to claim compensation, lost profit and interest.

## Article 14 – Delivery

Delivery can only take place while stocks last. Delivery always takes place under incoterms 2010 EXW Warehouse Kerkrade, unless the parties have agreed otherwise.

If the agreed amounts are not paid or not paid on time, Coscentra has the right to suspend its obligations until the agreed part has been paid.

In the event of late payment, the Customer will be considered in creditor default and will not be able to invoke a late delivery against Coscentra.

## Article 15 – Delivery lead times

The delivery times stated by Coscentra are indicative and do not entitle the customer to termination or compensation if they are exceeded, unless the parties have agreed otherwise in writing.

The delivery time starts after the quotation is signed for approval by the Customer has been confirmed by Coscentra in writing or electronically.  
Exceeding the specified indicative delivery times does not entitle the Customer to compensation or the right to terminate the Agreement, unless Coscentra cannot deliver within 14 days of being notified in writing or the Parties having agreed otherwise.

## Article 16 – Physical delivery

The customer must ensure that the actual, physical delivery of the products order by him can take place on the agreed time.

## Article 17 – Transport costs

Transport costs are for the account of the Customer, unless the parties have agreed otherwise.  
Coscentra reserves the right, at the cost and risk of the Customer, to store products that are returned by the Customer or whose receipt is refused upon delivery at a location of our choice.

## Article 18 – Damages upon delivery

If the packaging of a product is opened or damaged upon delivery, the Customer must have the forwarding agent or delivery person make a note of this before receiving the goods, failing which Coscentra cannot be held liable for any damage.  
If the customer arranges for the transport of a product himself, he must report any visible damage to products or packaging to Coscentra prior to transport, failing which Coscentra cannot be held liable for any damage.

## Article 19 – Storage

If the Customer does not accept delivery of goods until after the agreed delivery date, the risk of any loss of quality is entirely for the Customer.  
Any additional costs as a result of premature or late delivery of products are for the Customer's account.

## Article 20 – Warranty

The warranty with regards to products only applies to defects caused by faulty manufacture, construction or materials.  
The warranty does not apply in the case of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, unsalability of the product due to changing market conditions or legislation, as well as when the cause of the defect cannot clearly be established.  
The risk of loss, damage or theft of the products that are the subject of the Agreement between the Parties passes to the customer at the moment when they are legally and/or actually delivered, or at least come under the control of the Customer or a third party who receives the product on behalf of the Customer.

## Article 21 – Indemnification

The Customer indemnifies Coscentra against all third-party claims related to all products and/or services supplied by Coscentra.

## Article 22 – Complaints

The Customer must examine a product or service provided by Coscentra as soon as possible for possible shortcomings. Any shortcomings must be established within 1 week after receipt of the goods.

If a delivered product or service does not comply with what the Customer could reasonably expect from the Agreement, the Customer must inform Coscentra of this as soon as possible, but in any case within 1 week after the discovery of the shortcomings.

Consumers must inform Coscentra of this no later than 2 months after the discovery of the shortcomings.

After these terms, the Customer loses the right to complain.

The customer is to provide as detailed a description as possible of the shortcomings so that Coscentra is able to respond adequately.

The Customer must demonstrate that the complaint relates to the Agreement between the Parties.

If a complaint relates to ongoing work, this can in any case not lead to Coscentra being obliged to perform other work than has been agreed. If a complaint leads to a legal procedure, all costs are always borne by the Customer.

## Article 23 – Notice of default

The Customer must notify Coscentra of any notice of default in writing.

It is the responsibility of the Customer that a notice of default actually reaches Coscentra.

## Article 24 – Joint and several liability

If Coscentra enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts due to Coscentra under that Agreement.

## Article 25 – Liability Coscentra

Coscentra is only liable for any damage suffered by the customer if and insofar as the damage is caused by intent or wilful recklessness. If Coscentra is liable for any damage, it is only liable for direct damage resulting from or related to the performance of an Agreement.

Coscentra is never liable for indirect damages, such as consequential damage, lost profit, lost savings or damage to third parties.

If Coscentra is liable, this liability is limited to the amount that is paid out under a (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to (the part of) the invoice amount on which the liability is concerned.

All images, photos, colours, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

## Article 26 – Expiration Period

Any right of the Customer to compensation from Coscentra expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Section 6:89 of the Dutch civil code.

## Article 27 – Right of dissolution

The Customer has the right to dissolve the Agreement if Coscentra imputably fails in the fulfilment of his obligations, unless this shortcoming does not justify termination due to its special nature or because of its minor significance.

If the fulfilment of the obligations by Coscentra is not permanently or temporarily impossible, dissolution can only take place after Coscentra is in default.

Coscentra has the right to dissolve the agreement with the Customer if the Customer does not fully or timely fulfil its obligations under the Agreement, or if Coscentra has become aware of circumstances that give it good grounds to fear that the customer will not be able to fulfil its obligations.

## Article 28 – Force Majeure

In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming by Coscentra in the fulfilment of any obligation towards the Customer cannot be attributed to Coscentra in a situation independent of the will of Coscentra, as a result of which the fulfilment of its obligations towards the Customer is prevented in whole or in part or as a result of which the fulfilment of its obligations cannot be reasonably expected of Coscentra.

The force majeure situation referred to above also includes – but is not limited to: a state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses; strikes; government measures; unforeseen transport problems; bad weather conditions and work stoppages.

If a force majeure situation arises as a result of which Coscentra cannot fulfil 1 or more obligations towards the customer, those obligations will be suspended until Coscentra can meet them again.

From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing.

Coscentra does not owe any damage or compensation in a situation of force majeure, not even if the force majeure situation yields any advantage.

## Article 29 – Amendment of the Agreement

If, after concluding the Agreement for its implementation, it appears necessary to change or supplement its content, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

## Article 30 – Change of General Terms and Conditions

Coscentra is entitled to amend or supplement these general terms and conditions.

Changes of minor importance can be made at any time.

Coscentra will discuss major substantive changes with the customer in advance as much as possible.

Consumers are entitled to terminate the Agreement in the event of a substantial change to the general terms & conditions.

## Article 31 – Transfer of Rights

The rights of the Customer under an agreement between the parties cannot be transferred to third parties without the prior written consent of Coscentra.

This provision applies as a clause with effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.

## Article 32 – Consequences of nullity or voidability

If one or more provisions of the general terms and conditions prove to be void or voidable, this will not affect the other provisions of these general terms and conditions.

In that case, a provision that is void or voidable will be replaced by a provision that comes closest to what Coscentra had in mind when drawing up these terms and conditions.

## Article 33 – Applicable law and competent court

Dutch law applies exclusively to every Agreement between the Parties.

The Dutch court in the district where Coscentra is established/has an office has exclusive jurisdiction to take cognizance of any disputes between the Parties, unless the law prescribes otherwise.