

**GENERAL PURCHASE CONDITIONS  
of the private companies with limited liability  
PALLETCENTRALE B.V.**

**Registered and holding office in Klundert,  
PALLETCENTRALE PRODUCTIE B.V.**

**Registered and holding office at Sas van Gent,  
PALLETCENTRALE HELMOND B.V.**

**Registered and holding office in Helmond,  
PALLETCENTRALE ROTTERDAM B.V.**

**Registered and holding an office in Rotterdam,  
PALLETADAPTER B.V.**

**Registered and holding office in Klundert,  
HOUT-SNIFFER B.V.**

**Registered and holding office in Klundert,  
PALLETCENTRALE NOORD-HOLLAND B.V.**

**Registered and holding office in Middenmeer**

**Article 1 Definitions**

1.1 Under "Buyer" is understood in these conditions:

Palletcentrale B.V., registered and holding office at Klundert (Chamber of Commerce number: 24155121, visiting address: Houtsnipweg 2, 4791 PC Klundert and accessible via telephone number: 0168 357000), or Palletcentrale Helmond B.V., registered and holding office at Helmond (Chamber of Commerce number: 17155865, visiting address: Achterdijk 10, 5705 CB Helmond and accessible via telephone number: 0492 544970), or Palletcentrale Rotterdam B.V., registered and holding office in Rotterdam (Chamber of Commerce number: 24236551, visiting address: Opijnenstraat 23, 3087 CE Rotterdam and accessible via telephone number: 010 4951295), or Palletadapter B.V., registered and holding office at Klundert (Chamber of Commerce number: 20045099, visiting address: Houtsnipweg 2, 4791 PC Klundert and accessible via telephone number: 0168 3570 00). Palletcentrale Noord-Holland B.V. registered in Nibbixwoud and holding office in Middenmeer (Chamber of Commerce number: 37118740, visiting address: Agriport 211, 1775 TA Middenmeer and accessible via telephone number: 0227 544169), or Hout-snipper B.V., registered and holding office Klundert, (Chamber of Commerce number: 20109718, visiting address: Houtsnipweg 2, 4791 PC Klundert and accessible via telephone number: 0168 357035), or Palletcentrale Productie B.V. registered in Klundert and holding office in Sas van Gent (Chamber of Commerce number: 20131824, visiting address: Suikerdijk 2, 4551 BT Sas van Gent and accessible via telephone number: 0115 460811). All mentioned companies can also be reached via the Website, via [info@palletcentrale.nl](mailto:info@palletcentrale.nl) and via 0168 357010.

1.2 Under "Seller" in these conditions is understood: the natural person, the legal person or the partnership who/that, in connection with the delivery of services and / or goods by the Seller, or by performing any other service, has entered into an agreement with the Buyer or is negotiating with Buyer for this purpose.

1.3 Under "parties" in these conditions is understood Buyer and Seller.

1.4 Under "agreement" in these conditions is understood: every agreement between the Buyer and the Seller to deliver services and / or goods by the Seller on behalf of the Buyer.

**Article 2- Applicability**

2.1 These terms and conditions apply to all offers and quotes from, contracts and agreements with Seller.

2.2 Publication of these terms and conditions may be effected, inter alia, by mentioning them on (the back of) the letterhead, on quotations, order confirmations, invoices and on the Website.

2.3 Agreements which deviate from these conditions or supplement these, are only binding if they have been agreed in writing and will only apply on a case-by-case basis.

2.4 The possible applicability by the Seller's used general (delivery) terms and conditions is hereby explicitly rejected.

2.5 In the event that these terms and conditions are also drafted in a language other than Dutch, the Dutch text is always decisive in the event of disagreements.

2.6 The possible voidability or nullity of a provision of the agreement and / or these conditions does not affect the validity of the remaining part of the agreement and / or these conditions. Instead of the annulled or void part then applies as agreed what in a legally acceptable manner comes closest to what the parties would have agreed, if they would have known the nullity or voidability.

2.7 If the Buyer does not demand strict compliance with these conditions in a particular case, that does not imply that these conditions would not apply or that the Seller would lose the right to desire strict compliance with these conditions in similar future situations.

**Article 3 - Agreements**

3.1 If the Buyer Seller have made a written offer / proposal, an agreement will be concluded between the parties at the moment that the Seller accepts the written offer from the Buyer by means of a written notice.

3.2 If the Buyer has not made a written offer / proposal, an agreement will be concluded between the parties at the moment that the Buyer has accepted a written offer / proposal from the Seller within seven days of the date in writing and has notified the Seller in writing within the aforementioned period.

3.3 Agreements with non-statutory authorised persons or other persons related to the Buyer are not binding for the Buyer (provided these agreements have been confirmed in writing by the statutory management of the Buyer).

3.4 For misunderstandings, delays or failure to properly communicate order information and communications as a result of any use of any communication between the Buyer and the Seller, or between the Buyer and third parties, insofar as these relate to the Seller, the Buyer is not liable, unless there is intent or gross negligence on the part of the Buyer.

3.5 The Buyer reserves the right to terminate the agreement in whole or in part without judicial intervention, if the Seller applies for a (provisional) suspension of payment, if the bankruptcy of the Seller is applied for, if the assignment cannot reasonably be anymore completed, if the Seller dies, or if the Seller is negligent in providing information required by the Buyer from the Seller or requires this in the context of the concluded agreement.

If the agreement is dissolved by the Buyer on one of the aforementioned grounds, the Seller will automatically owe the Buyer a compensation for the internal costs incurred and loss of profit of 25% of the agreed fee with a minimum of € 500.00. In addition, the Seller shall reimburse all other costs incurred by the Buyer in preparation for the services to be delivered by him, as well as all other damage suffered by the Buyer. Insofar as the Buyer (on the basis of one of the aforementioned grounds) might dissolve the agreement concluded between the parties, it is not obliged to pay any compensation to the Seller for whatever reason.

3.6 If the Buyer concludes an agreement with two or more persons or legal persons, each of these (legal) persons shall be jointly and severally liable for the fulfilment of the obligations arising for them from that agreement regarding the Buyer.

3.7 The Seller cannot transfer, alienate or encumber the rights arising from the agreement without the written consent of the Buyer to a third party. Buyer can attach conditions to this permission.

**Article 4 - Delivery and delivery time**

4.1 The goods will be delivered in accordance with the method agreed by the parties, at least in the manner specified by the Buyer.

4.2 The goods will be delivered to the address provided by the Buyer.

4.3 If the Buyer, before the goods have been delivered, requests the Seller to deliver the goods to a different address, the Seller shall comply with that request.

4.4 The goods will be packaged in the manner agreed by the parties, at least in the manner specified by the Buyer.

4.5 Delivery takes place on the time / schedule agreed in the agreement, which is binding.

4.6 As soon as the Seller knows or expects that the items cannot be delivered, or cannot be delivered on time, the Seller will immediately inform the Buyer hereof in writing, state the cause and compelling circumstances, and indicate which measures will be taken to find a solution for the arisen problems and execute those measures on own account. The Seller will bear all resulting damage for the Buyer, unless the Seller demonstrates that the relevant circumstances are exclusively attributable to the Buyer. The provisions of this paragraph do not affect the other rights of the Buyer.

4.7 If the Buyer informs the Seller in time that, for whatever reason, it is unable to accept delivery of the goods at the agreed time, and they are ready for delivery, the Seller shall store the goods, secure them at his own account, take all reasonable measures to prevent deterioration of quality until they are delivered, unless this cannot reasonably be required of the Seller. Buyer does not enter into a creditor's default due to a temporary postponement of reception.

4.8 Postponement of reception as referred to in this article will never entitle Seller to increase the agreed price and / or compensation.

4.9 If the Seller fails to comply with its obligations under this article, he will be immediately in default, without further notice being required, and the Buyer can dissolve the agreement, in which case Article 3.5 second paragraph shall apply.

**Article 5 - Prices**

5.1 Unless the parties have agreed otherwise in writing, the price for the goods to be delivered by the Seller shall consist of a fixed price per delivered item agreed and subsequently the item multiplied by the number of pieces delivered to the Buyer.

5.2 Unless the contrary has been agreed, all amounts to be paid by the Buyer are inclusive of VAT.

5.3 Insofar as the agreement does not expressly stipulate whether and, if so, how tariff changes and indexations are applied with regard to the price, the Seller cannot include any tariff changes or indexations when calculating the price; the agreed price is a fixed price.

**Article 6 - Payment**

6.1 The payment term of the Seller's invoices is fourteen (14) days to forty-five (45) days after the invoice date. Deviating payment agreements only apply if they have been agreed in writing.

6.2 The Seller will send the invoice (s) to the Buyer to the billing address specified by the Buyer, stating the date and number of the agreement, VAT amount and other details requested by the Seller.

6.3 Payments will be made in EURO unless otherwise agreed.

- 6.4 Payments from Buyer always serve to settle the Seller's oldest outstanding claim, unless the Buyer has stated that the payment relates to a subsequent claim or other item.
- 6.5 Any permitted excess of a fixed price included in the agreement is explicitly mentioned and specified in the invoice (s).
- 6.6 If the invoice does not meet the requirements set out in these general terms and conditions, the Seller cannot claim compensation of the interest if the Buyer does not pay the invoice (s) within 45 days, or within the payment term agreed by the parties.
- 12.2 The Seller can only rely on force majeure if he informs the Buyer in writing and with motivation as soon as possible, but in any case, within seven days after the situation has arisen.
- 12.3 The Seller cannot invoke force majeure if the circumstance which causes the force majeure occurs after its service should have been delivered.
- 12.4 Force majeure is in any case not meant: insufficient availability of adequately qualified personnel, illness of personnel, strikes, late delivery or unsuitability of materials or software, insofar as these circumstances occur on the side or at the hands of the party not fulfilling or failing. Furthermore, force majeure does not include non-fulfilment or shortcomings of third parties engaged by the Seller, and / or liquidity or solvency problems on the part of the Seller or third parties engaged by him.

#### **Article 7 - Additions and changes**

- 7.1 Any additional later made agreements or changes to the agreement will only be binding for the Buyer if it has expressly confirmed it in writing.

#### **Article 8 - Deposit and security**

- 8.1 If the Seller performs a payment for services which have not yet been delivered, the Buyer shall, at the Seller's first request, pay an unconditional "on first demand" bank guarantee for its own costs prior to the payment (s), without an end date to the Seller set at the value of the amount to be paid.
- 8.2 The Seller will set the bank guarantee within the required period. By the expiry of the aforementioned term, the Seller will be in default; A notice of default is not required for this. Before security is provided and if the Seller is in default with the provision of security, the Buyer can suspend its performances, while it can also dissolve the agreement without judicial intervention, in which case Article 3.5 second paragraph shall apply.

#### **Article 9 - General obligations Buyer**

- 9.1 The Seller warrants that the goods and / or services to be delivered by or on behalf of the Buyer will meet the conditions and specifications laid down in the agreement or specified by the Buyer and that these will be executed in accordance with the agreed term / agreed timetable.
- 9.2 The Seller will keep the Buyer informed about the progress of the execution of the agreement and the production of the goods and, if requested, further inform the Buyer.
- 9.3 The performances must be executed within / in accordance with the agreed time frame / schedule. Unless expressly agreed otherwise by the parties, the agreed time frame / schedule is a fixed time frame / timetable, so that if the time frame / timetable is exceeded, the Seller is immediately and therefore automatically in default, without the need for prior written notice of default.
- 9.4 If the Seller fails to comply with its obligations under this article, he will be in default immediately, without further notice being required, and the Buyer can dissolve the agreement, in which case Article 3.5 second paragraph shall apply.

#### **Article 10 - Collaboration reporting and control**

- 10.1 Both parties will appoint a contact person who will maintain contact regarding the implementation of the agreement.
- 10.2 Seller will inform Buyer as often as stipulated in the agreement or as often as the Buyer deems necessary about the progress of the production of the goods.
- 10.3 The Buyer has the right to inspect the items before they are delivered (randomly), without prejudice to their other rights.
- 10.4 If the goods to be delivered are randomly inspected by or on behalf of the Buyer, and one or more items are rejected, this automatically leads to rejection of the entire batch to which the relevant goods / items belong, unless otherwise agreed by or on behalf of the Buyer and is thus communicated.
- 10.5 Seller is not entitled to refuse any returns.
- 10.6 If the Seller stores the returned goods or otherwise retains these items, this will be done at his own expense and risk.
- 10.7 If the Seller fails to comply with its obligations under this article, he will be in default immediately, without further notice being required, and the Buyer can dissolve the agreement, in which case Article 3.5 second paragraph shall apply.

#### **Article 11 - Intermediate dissolution**

- 11.1 The Seller can terminate the agreement (exclusively) prematurely in the event of force majeure as referred to in Article 12.
- 11.2 The Seller is nevertheless obliged to limit the damage to the Buyer as a result of this premature termination or is obliged to take adequate measures to prevent it.
- 11.3 Premature termination is executed by written notice to the Buyer.
- 11.4 The Seller is obliged to keep all information secret provided to him during the duration of the assignment, established by the secrecy obligation of Article 16, and is not allowed to disclose it to third parties.

#### **Article 12 - Force majeure**

- 12.1 If a statutory force majeure situation arises, the Seller is obliged to report this to the Buyer as soon as possible, but in any case within 7 days after the force majeure situation has arisen. Seller then has the right to terminate the agreement prematurely in accordance with the provisions of Article 11, or in consultation with the Buyer for a period of up to 15 working days in which the parties suspend the fulfilment of agreed obligations pending the possible lifting of the situation of force majeure. If the Seller cannot comply with the obligations due to force majeure after expiry of the agreed period or doesn't comply with his obligations on the grounds of these provisions, the Seller shall be entitled to dissolve the order in writing with immediate effect, without any right to compensation arising.

#### **Article 13 - Non-competition clause**

- 13.1 Seller will not employ Buyer's employees without the written consent of the Buyer and / or within one year of termination of the agreement, nor negotiate employment with aforementioned staff, under penalty of a non-mitigable penalty of € 50,000, without prejudice to Buyer's right to reimburse all suffered damage hereby.

#### **Article 14 - Follow-up assignments**

- 14.1 The Seller cannot derive any rights from the agreement for the acquisition of a follow-up order and / or the conditions thereof. The Seller is obliged to ensure that the rights of the Buyer with regard to the granting of follow-up orders are in no way limited by the applicability of the rights of the Seller or third parties, by for example (but not exclusively) patent rights, intellectual property rights and mandatory protocols, in any other way than the Buyer has been made aware of by the Seller prior to the start of the agreement.

#### **Article 15 - Insurances**

- 15.1 Seller warrants that he is sufficiently insured and remains insured for his own account and risk during the execution of the agreement against all relevant risks.
- 15.2 At the request of the Buyer, the Seller shall immediately provide the policy and the proofs of premium payment. The Seller shall not terminate the insurance contracts or the conditions under which they were entered into without the Buyer's prior written consent. Nor does the Seller change the insured amount to the detriment of the Buyer without the said consent.
- 15.3 The Seller shall assign in advance all claims for payments of insurance proceeds, as referred to in the first paragraph of this Article and insofar as they relate to damage, for which the Seller is liable towards the Buyer on the basis of this agreement. Insurance sums paid by insurance companies directly to the Buyer are deducted from the compensation to be paid by the Buyer to the Seller for the insured event.

#### **Article 16 - Confidentiality**

- 16.1 Seller shall observe the confidentiality of all information provided to him in connection with the execution of the agreement. The Seller commits to use this information only in the context of the execution of the agreement. Seller will not disclose this information to third parties, copy it other than necessary for the execution of the agreement and will not make commercial use of the information.
- 16.2 The Seller shall ensure that the obligations described in the previous paragraph are complied with by all those working for him.
- 16.3 The Seller shall not, without the written consent of the Buyer, report the existence and / or performance / results or performance of the agreement to third parties, under penalty of forfeiting a fine of 5% of the total or maximum price of the agreement, at least € 2,500. This increased by turnover tax, for each day that the shortcoming continues, which is immediately due and payable, without any legal intervention, any reminder or notice of default. The foregoing does not affect the obligation of the Seller to abstain from the relevant conduct and his obligation to pay compensation.

#### **Article 17 - Liability**

- 17.1 In the event of shortcomings within the scope of the legal relationship to which these general terms and conditions apply (including any unlawful act), the Buyer shall not be held liable, except in case of intent or gross negligence, for trading loss, property damage, personal injury or any other damage whatsoever directly or indirectly, towards the purchaser and / or third parties.
- 17.2 Any liability of the Buyer is limited to the damage that could be foreseen as a possible consequence of the action requiring payment with as maximum the amount of the net invoice value related to the performance / delivery resulting in the relevant claim that the customer and / or third parties had.
- 17.3 The Buyer is not liable if the Seller has not reported the damage to the Buyer in writing within 7 days after (actual) delivery.
- 17.4 The Buyer stipulates all legal and contractual defences that he can invoke to defend his own liability towards the Seller, also for the benefit of his subordinates and non-subordinates for whose conduct he would be liable under the law.

**Article 18 - Disclaimer**

- 18.1 The Seller shall fully indemnify the Buyer for any form of liability that may rest with the Buyer towards a third party with regard to goods delivered or services provided by the Seller, insofar as this liability does not rest on the Buyer under these conditions.
- 18.2 The Seller shall also fully indemnify the Buyer for any form of liability that may rest with the Buyer towards third parties in respect of (possible) infringement of intellectual (property) rights of third parties, claims relating to know-how, unauthorized competition, etc.

**Article 19 - Applicable law and disputes**

- 19.1 All legal relationships between the parties are exclusively subject to Dutch law.
- 19.2 The provisions of the Vienna Sales Convention are not applicable, nor are any other existing or future regulations regarding the purchase of movable physical property of which the operation can be excluded by the parties.
- 19.3 Any disputes that may arise between the parties and that are part of the competence of Civil Court ("prosecutor's cases") will in the first instance be settled exclusively by the (provisional judge) of the Rotterdam District Court, civil sector unless the parties agree on another form of dispute resolution.
- 19.4 The language of the litigation is Dutch.