

Liroy B.V. - Postbus 504 - 2280AM Rijswijk ZH  
**GENERAL TERMS AND CONDITIONS**

**Article 1: general**

These general terms and conditions apply exclusively to all our offers and all agreements to be concluded with us, unless otherwise agreed in writing.

The buyer's conditions only apply if and to the extent that we have these in writing.

Deviations from the conditions only apply if they are expressly recorded in writing.

**Article 2: offers - conclusion of agreements**

All our offers, in whatever form, are entirely without obligation. An agreement is first concluded by our written confirmation of an order or by the conventional execution of an order.

**Article 3: prices**

Unless expressly stated otherwise, all our prices are exclusive of VAT and shipping costs. If, after the conclusion of the agreement, labor costs, transport costs, import duties or other government charges, or the prices of our supplier increase, we are immediately entitled to increase the proportional prices proportionally, stating the reason. If, after the conclusion of the agreement, the Euro or the currency of the country of our supplier changes to our disadvantage, we are entitled to increase the prices that cause this.

**Article 4: delivery**

Delivery was always "ex warehouse". At the moment the goods have left our premises, the delivery is perfect (even if we arrange for transport ourselves in accordance with art. 5) and the buyer bears all responsibility for the goods. Agreed deliveries will be observed as much as possible, but do not bind us.

Transfer of shipment does not give the buyer the right to cancel the agreement and/or demand replacement.

**Article 5: transport**

Without prejudice to the provisions of article 4, it may be determined that we arrange the transport/shipment. This agreement must be expressly resolved in writing.

In that case, we will be entitled to charge freight and administration costs.

**Article 6: complaints/guarantees**

Complaints about the goods must be communicated to us in writing within 8 days of receipt of the goods. If it concerns business goods, this period is a maximum of 24 hours after delivery. When confirming the correctness of the complaint, we give the same guarantee as we in turn receive from our supplier.

**Article 7: returns**

We will not take back delivered goods, unless expressly agreed otherwise with us.  
If we give our permission for return, return costs will be charged.

**Article 8: force majeure**

In the event of force majeure, we have the right to consider the agreement dissolved without being obliged to pay any compensation or we are entitled to suspend the execution of the agreement for a maximum of 6 months, after which period we are obliged to inform the buyer whether we will proceed with execution or consider the agreement dissolved. Cases of force majeure include: mobilization, riot, war, threat of war, molestation, natural disasters, fire, business disruptions, strikes in the company or in the company of selected third parties, export and import bans and all force majeure circumstances under which compliance with the agreement cannot reasonably be issued by us.

**Article 9: payment - extrajudicial collection costs - interest calculation - Retention of title**

Payment is made in cash upon delivery, unless otherwise agreed in writing.  
Other payment agreements must be recorded in writing by us. If delivery is made "on account", payment must be made within 14 days after the invoice date at our office or at a bank or giro account to be designated by us without any deduction or debt settlement unless otherwise agreed in writing with us. If the payment term is exceeded, a rent will be charged on the invoice amount from the invoice date until the day of full payment at 1.5% per month. If the payment term is exceeded, this is immediately without notice of default the actual extrajudicial collection costs actually incurred/to be incurred with a minimum of € 200,-- excluding VAT. The goods delivered by the door remain our property until payment of the principal sum, rent and collection costs has been made.

Payment is made in Euro unless otherwise agreed in writing.

In the event of default as referred to above, we are entitled to take back our goods without judicial intervention. In that case, these goods serve as a recovery of our claim on the client, without prejudice to the obligation of the client to compensate us for everything he will owe us, including compensation for depreciation of the goods.

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**Article 10: default**

If the buyer fails to fulfil any obligation under the agreement, ceases his business, is declared bankrupt, applies for bankruptcy or suspension of payments or makes a settlement of his debts, we are entitled to declare the agreement dissolved without judicial intervention, without prejudice to our right to compensation for costs, damages and interest.

**Article 11: liability towards third parties**

Liability towards third parties arising directly or indirectly from the presence and/or use of goods supplied by us is always for the account of the buyer and he fully indemnifies us in this respect. Liability will never extend beyond the guarantees obtained by us from suppliers.

**Article 12: applicable law - competent court - disputes**

Dutch law applies to all our agreements. In all disputes, the District Court of The Hague shall have exclusive jurisdiction, without prejudice to our right to summon our contracting party before the Court in the District or Canton in which he resides or is established. The President of the District Court of The Hague shall have jurisdiction to hear and give his consent to requests for conservatory and/or revindication, including sequestration, even if the other party is not established and/or resident in the District of The Hague.

Our general terms and conditions, filed with the Chamber of Commerce of Haaglanden in The Hague under no. 27186427, apply to all our deliveries and quotations.