

**1. GENERAL.**

1. All our offers, agreements and the performance thereof are governed exclusively by these terms and conditions. Deviations will be expressly agreed with us in writing.
2. In these conditions, "the other party" means every (legal) person who has concluded or wishes to conclude an agreement with our company with regard to purchase from us and/or provision of services by us and/or assignment to us and, apart from him, his representative(s), authorised representative(s), assignee(s) and heirs.
3. Unless expressly accepted by us in writing, general terms and conditions used by the other party will not apply.
4. If we have concluded an agreement with the other party in which the applicability of these conditions has been agreed, these conditions will also apply to any further orders given by the other party verbally, by telephone, telegraphically, by email or in any other way, regardless of any written confirmation on our part.

**2. OFFERS.**

1. All our offers are without obligation, unless they contain a time limit for acceptance.
2. All price lists, brochures and other data provided with an offer are stated as accurately as possible. They are only binding on us if expressly confirmed in writing.
3. We reserve the right to refuse orders without giving reasons or to deliver cash on delivery.

**3. AGREEMENT.**

1. If an offer made without engagement is accepted, we are entitled to revoke this offer in any case within two working days after receipt of the acceptance.
2. We are bound only after and insofar as we have accepted an order in writing and if the performance of the agreement shows our verbal acceptance; any supplementary agreements or confirmations to be made at a later date, which deviate from the written acceptance as referred to above, will only be valid if accepted or confirmed by us in writing.
3. Upon or after entering into the agreement, we are entitled, before (further) performance, to demand security from the other party that both payment and other obligations will be met.
4. Minor deviations from illustrations shown, the original design, drawing, copy or model or trial without reduction in quality will not give cause to terminate the agreement or to claim any compensation.
5. We are entitled - if we consider it necessary or desirable - to call in others for the correct execution of the agreement.

**4. PRICES.**

1. Unless otherwise stated, all quotations are subject to change.
2. Unless stated otherwise, our prices are:
  - based on the level of purchase prices, freight, insurance premiums and other costs applicable on the quotation or order date, respectively;
  - based on delivery ex our company, warehouse or other storage location;
  - exclusive of VAT, import duties, other taxes, levies and duties;
  - stated in euro, whereby any exchange rate changes will be passed on.
3. In case of increase of one or more cost-determining factors, such as a rise in the dollar exchange rate and an increase of the prices of raw materials, we will be entitled to increase the order price accordingly, all this with due observance of the possible existing legal regulations in this respect.
4. Agreements concerning price reductions and/or price increases are only binding with our written consent.
5. In the case of composite offers, there is no obligation to deliver part of the total performance at the amount stated in the offer for this part or at a proportionate part of the price stated for the whole.

**5. DELIVERY AND DELIVERY TIME.**

1. Unless agreed otherwise, delivery will be made ex our company or another agreed place where the goods are located at the time of conclusion of the agreement.
2. Delivery to the other party's home/company will only take place if expressly agreed. In this case we are entitled to charge the other party for the costs related to delivery and transport.
3. The delivery times specified by us are not to be regarded as deadlines, unless expressly agreed otherwise. In case of untimely delivery, we will therefore have to be given notice of default in writing, whereby the other party will grant us a reasonable period to as yet fulfil our obligations.
4. The agreed delivery period will commence on the date on which the agreement has been concluded and we are in possession of the necessary documents, data, etc., and we have received from the other party that which according to the agreement must be paid in advance before commencement of the work.
5. For orders according to further instruction, approval or provision of necessary products, materials and/or drawings, the delivery period will only commence after we have received the further instruction, approval or products and materials from the other party.

6. The date of delivery is the time at which we have brought the goods under the other party's control, or the date on which we have informed the other party that the goods have been made available at a specified place.
7. If the other party has not taken delivery of the goods after the expiry of the delivery time as indicated above in paragraph 6, we will give the other party written notice of default, thereby allowing a reasonable period for taking delivery. If the other party fails to take delivery after the expiry of that reasonable period, we will store the goods at his risk and expense. If the goods are subject to rapid destruction or deterioration, or if their storage would cause serious inconvenience or unreasonable costs, we are entitled to [privately] sell these goods. The proceeds of the sale of the goods in question will then take the place of those goods, whereby we reserve the right to set off against the proceeds of the sale the loss suffered and costs incurred by us as a result of the default of the other party.
8. Call-off orders, including orders whereby the time of delivery has been made dependent on a call by the other party, will be called and taken receipt of within a period of six months, counting from the day of conclusion of the purchase agreement or another expressly agreed period, unless expressly agreed otherwise in writing. By the mere expiry of the time period, the other party will be in default and we will be entitled to charge the uncollected goods to the other party. Article 4.2 of these delivery conditions applies to call-off orders.

**6. TRANSPORT/RISK.**

1. If it has been expressly agreed with the other party that the goods will be delivered to the other party's home/company, the method of transport, shipment, packaging, etc., if no further instructions have been given to us by the other party, will be determined by us as a good merchant. If the other party has specific wishes regarding shipment, the additional costs thereof will be stated separately to the other party upon conclusion of the agreement and these additional costs will be for his account.
2. Transport of the goods will always take place at the risk and expense of the other party. Even if carriage-paid delivery has been agreed, the risk of the transport will be at the other party's expense, even if the carrier demands that consignment notes, transport addresses, etc., contain the clause that all transport damage is at the sender's risk and expense. The other party will take out adequate insurance against this transport risk.
3. The other party may return packaging that is still in good condition with postage paid, after which we will take back for the same amount for which the packaging was charged.
4. If it has been expressly agreed in writing that we will bear the risk of the transport, or if, for whatever reason, an appeal to Article 6.2 should fail, we will not be obliged to any further compensation than the amount that we are reimbursed by the carrier or the insurance company in connection with the loss of or damage to the goods in question during transport. If necessary, we will, if the other party so requests, assign our claim on the carrier or the insurance company to the other party.

**7. FORCE MAJEURE.**

1. For this purpose, force majeure means: any circumstance beyond the control of the parties or unforeseeable, as a result of which fulfilment of the agreement can no longer reasonably be demanded of us by the other party. In any case, "force majeure" will include: strikes, excessive absenteeism of our staff, transport difficulties, fire, government measures, including in any case import and export bans, quota restrictions and operational breakdowns at our company or at our suppliers, as well as non-performance by our suppliers, as a result of which we cannot (or can no longer) fulfil our obligations towards the other party.
2. If a force majeure situation arises, we will not be in default and we will be entitled to suspend the performance of the agreement if and insofar as there is a temporary impossibility to fulfil our obligations or to terminate the agreement definitively if and insofar as there is a permanent impossibility to fulfil our obligations. In case of force majeure, the other party is not entitled to compensation.
3. We are entitled to claim payment for the work carried out in the performance of the relevant agreement before the force majeure-causing circumstance became apparent.

**8. LIABILITY.**

1. Our liability for damages is limited to an amount equal to the net invoice value of the delivered goods or services or, if higher, the amount for which we are insured.
2. Loss of profits does not qualify for compensation. The other party is required to take out insurance against such damage, if desired.

3. The damage to be compensated by us will be mitigated the ratio of the performance to be delivered by the other party in relation to the extent of the damage suffered by the other party justifies this.
4. We accept no liability for damage caused by intent or gross negligence of our subordinates.
5. We accept no liability for damage to materials and/or goods made available to us by the other party for processing, if the other party did not inform us in writing, no later than at the time of entering into the agreement, of the treatment, properties, quality, composition and forms of application of the goods made available.
6. If commitments have been made or guarantees have been given by us with regard to the quality of the goods delivered by us [such as, for example, the tensile strength of heavy tape supplied by us], such promises or guarantees will only apply for the period specified by us and as long as the goods are in the condition delivered by us. Every commitment or guarantee lapses as soon as the items delivered by us are worked or processed or become part of a larger whole. In particular, any commitments regarding the tensile strength of, for example, heavy tyres will then lapse. We accept no liability for damage suffered by the other party or third parties in this respect. The other party indemnifies us against third-party claims in this respect.

**9. COMPLAINTS.**

1. The other party will check the delivered goods immediately upon delivery for any shortfalls or visible damage, or carry out this check after notification from us that the goods are at the disposal of the other party.
2. We will only deal with any complaints if the other party has informed us of them in writing within 8 days of delivery of the goods or services, accurately stating the nature and grounds for the complaints and when and how the defect was detected.
3. Complaints about invoices will also be submitted in writing within 8 days after the date of dispatch of the invoices.
4. After expiry of these term(s), the other party will be deemed to have approved the goods delivered or services rendered or the invoice, respectively. In that case, we will not accept complaints for handling.
5. Without prejudice to the provisions in the previous paragraphs of this article, no complaints about goods that have been processed in any way by the other party will be accepted for handling. Filing a complaint does not release the other party from his payment obligations towards us.
6. Return of the delivered goods can only take place after our prior written consent, under conditions to be determined by us.

**10. RETENTION OF TITLE, RIGHT OF COMPLAINT AND RIGHT OF RETENTION.**

1. All goods delivered and to be delivered remain our property. Ownership will not be transferred to the other party until all claims we have or will have against the other party on account of deliveries or services performed, including in any case the claims mentioned in Section 3:92(2) Dutch Civil Code, including interest and costs, have been paid in full.
2. As long as the ownership of the goods has not been transferred to the other party, the latter may not pledge the goods or grant third parties any other right to them, except within the normal course of his business. At our first request, the other party will cooperate in the establishment of a pledge on claims that the other party obtains or will obtain against his customers on account of resale.
3. The other party will keep the goods delivered under retention of title with due care and as our recognisable property.
4. We will at all times be entitled to remove (or have removed) from the other party's premises or those of the other party's holders the goods delivered under retention of title if the other party defaults on his payment obligations or has or threatens to have payment difficulties. The other party will at all times grant us free access to his premises and/or buildings to inspect our goods and/or to exercise our rights. If the other party, despite a written reminder, refuses to cooperate in retrieving the delivered goods, he will forfeit a penalty of EUR 500 per day that he remains in default.
5. We will be entitled to retain goods of the other party in our possession until all that the other party owes us has been paid, regardless of whether the orders issued by the other party relate to the aforementioned or other goods of the other party. We will also have the right of retention in the event of the other party's bankruptcy.

**11. PAYMENT.**

1. We are entitled to demand full or partial payment in advance, or any other form of security we deem appropriate.
2. Payment will be made without any discount or set-off within 30 days of the invoice date. The value date indicated on our bank statements will be decisive and will be considered the payment date.
3. The payment conditions are confirmed with each order and are indicated on each order confirmation. The other party is not entitled to deviate from these conditions without prior consultation and confirmation in writing.
4. If any invoice amount or any advance invoice remains unpaid, we are entitled to suspend further work.
5. Every payment made by the other party will primarily serve to pay the collection costs and/or administration costs incurred by us, then to pay the interest owed by the other party and then be deducted from the oldest outstanding claims.

**12. INTEREST AND COSTS.**

1. The payment terms mentioned in the previous article are deadlines. The other party will therefore be in default without notice of default upon expiry of the agreed payment term. As soon as the other party is in default, he will owe interest of 4% per (part of a) month on the outstanding amount from the due date until the day of full payment.
2. All judicial and extrajudicial costs to be incurred by us will be borne by the other party. The extrajudicial collection costs are calculated in accordance with the collection rate used by the Netherlands Bar Association, with a minimum of EUR 750. The judicial costs will be set at the legal costs actually incurred by us.

**13. TERMINATION AND SUSPENSION.**

1. If the other party is in default of any obligation under the law, these terms and conditions or the agreement, our claims will become immediately due and payable and we will be entitled, at our sole discretion, to terminate the agreement by informing the other party of this in a written statement, or to suspend our obligations under the agreement.
2. In cases where the other party:
  - a. is declared bankrupt, proceeds with the assignment of an estate, submits a request for suspension of payment, or all or part of his property is seized, or dies or is placed under guardianship, or
  - b. proceeds to strike or transfer his business or an important part thereof, including the contribution of his business to a company to be incorporated or already existing, or proceeds to change the objectives of his business, all claims will be immediately due and payable and we will be entitled to suspend the fulfilment of our obligations (in full or in part) until the other party has provided security for the fulfilment of his obligations.

**14. INTELLECTUAL PROPERTY RIGHTS.**

1. Designs, drawings, models, descriptions, photographs, etc., made by us on the instructions of the other party may not be reproduced in whole or in part without written permission, nor may they be shown or made available to third parties or used for any purpose whatsoever. The other party will be liable towards us for damage caused by third parties seeing or having access to the drawings and other documents mentioned above. The drawings, etc., produced by us or on our instructions will be returned immediately on first request. We accept no liability for errors in drawings, etc., provided by the other party for the performance of the agreement.
2. If drawings, trademarks, data or advice provided to us by the other party are used in the performance of an order, and if this infringes any trade models, usage rights, patent rights, copyrights, trademark rights or any other third-party rights, the other party will indemnify us against any claims to be enforced against us on that account.
3. If a third party objects to the manufacture and/or delivery on the basis of any alleged right, we will be entitled to discontinue manufacture and/or delivery with immediate effect and to claim reimbursement of the costs incurred, possibly increased by damages from the other party, without being liable to pay any compensation ourselves.

**15. APPLICABLE LAW AND DISPUTES.**

1. All our offers, agreements and the performance thereof are governed exclusively by Dutch law.
2. All disputes, including those regarded as such by one party only, arising from or related to the agreement to which these terms and conditions apply, or the terms and conditions in question themselves and their interpretation or execution, both of a factual and legal nature, will be settled by the competent civil court within our area of establishment, insofar as the statutory provisions permit this.
3. The provisions of paragraph 2 will not affect our right to submit the dispute to the civil court with jurisdiction according to the normal rules of jurisdiction, or, if agreement can be reached with the other party within one week after a proposal to that effect from us, to have the dispute settled by means of arbitration or binding advice.

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