

General Terms and Conditions CGM Power B.V.

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Article 1. Applicability

1. These general terms and conditions apply to all our offers and to all agreements entered into by us, whatever name. In particular, these conditions also apply to agreements for delivery entered into by us of business to our buyers.

2. Any reference to buyer in these general terms and conditions shall be taken to mean any natural or legal entity that has a contractual relationship with us under a purchase agreement concluded with us, or a wish to enter into any other type of agreement. In particular, buyer is also understood to mean the person whose order and for whose account goods are delivered.

3. The provisions of these general terms and conditions can only be deviated from if and insofar as this is the case expressly agreed in writing.

4. If the buyer also refers to (his) general terms and conditions, the terms and conditions of the buyer do not apply. This is only different if and insofar as the applicability of the buyer's conditions do not conflict with ours general terms and conditions, then only the provisions of our terms and conditions apply. Any provision to the contrary in the conditions of the buyer does not affect the foregoing.

5. Where these general terms and conditions refer to "delivery (of goods)", this also includes the performing services and activities of any kind.

Article 2. Quotations

1. All our offers should be regarded as invitations to the potential buyer to make an offer. She are therefore not binding on us in any way, unless the contrary is expressly and unambiguously (in writing) in the quotation itself is decided. The order given to us counts as an offer, which is only valid after written confirmation from us (so-called order confirmation) is deemed to have been accepted by us.

2. The offers made by us include - in particular also with regard to the provisions of the previous paragraph - designs, drawings, models, samples, descriptions, images and the like, as well as any appendices and documents included on relate to our offers. All this, as well as tools made by us in this connection, remain our property, must be returned to us at our request and may not be used without our express written consent copied and/or passed on to third parties. We also reserve all on grounds of intellectual and industrial ownership of any existing rights.

Article 3. Establishment of agreement

1. An agreement with us is only concluded when we have accepted an order given to us in writing. A agreement is deemed to have been concluded at the time we send the order confirmation.

2. The buyer is bound by his order, in whatever form, for a period of 3 days after date of the order or (if it concerns an order placed orally) after the order has been given. A statement from the buyer that he wishes to cancel or change his order issued during this period of 3 days, is therefore possible not prevent an agreement from being concluded on the basis of the (original) order, if we still accept the order accept/confirm within this 3-day period.

3. The order confirmation sent by us to the buyer is deemed to contain the content of the concluded agreement completely and display correctly. The buyer is deemed to agree with the content of our order confirmation, unless he has done so within 3 days after the date of our order confirmation informs us in writing that he cannot agree with the content.

4. Any additional agreements and/or commitments made and/or made by our employees or on our behalf made and/or done by other persons acting as representatives, only bind us if these agreements and/or commitments have been confirmed in writing by our authorized director(s).

Article 4. Prices

1. Our prices are exclusive of turnover tax and, unless expressly agreed otherwise in writing, exclusive packaging, transport costs and other costs.

2. The prices stated in offers, contracts and order confirmations are based on the prices quoted at the time of the conclusion of the applicable cost factors, such as exchange rates, manufacturer prices, raw material and material prices, wages and transport costs, insurance premiums, taxes, import duties and other government levies.

Article 5. Delivery and delivery terms

1. The delivery times specified by us take effect on the day on which the agreement is concluded, provided that all data we need for the execution of the order are in our possession. The delivery times specified by us will never be too regarded as a strict deadline, unless expressly agreed otherwise in the individual agreement. In case of non-timely we must therefore be given notice of default in writing. In the event - contrary to the above - in the individual agreement has explicitly agreed on a penalty for exceeding the delivery time, this is not due if the exceeding of the delivery time is the result of the in article 10 of these general terms and conditions mentioned cases of force majeure.

2. Unless the order confirmation shows the contrary, the delivery of goods is free domicile. Business moves on at the expense and risk of the buyers. We deliver to foreign buyers, unless otherwise agreed, ex warehouse. Furthermore, the goods travel at the expense and risk of the buyers. Customs clearance is provided by us, but is for the account of the buyer.

3. Unless the buyers themselves arrange for a forwarding agent, the goods will be shipped by us in a manner that we consider favorable with freight forwarders to be chosen by us at the expense and risk of the buyer.

4. If a buyer requests that the delivery of goods take place in a manner other than the usual way, then we charge the associated costs to the buyer.

5. If the delivery is made in parts, we are entitled to treat each delivery as a separate transaction consider.

6. The buyer is obliged to take delivery of the purchased goods within the agreed time. Failing this, we are entitled to

- at our discretion - on the basis of the provisions of Section 6:60 of the Dutch Civil Code, to demand that the competent court inform us from our obligation to deliver the agreed goods, or without prior notice

notice of default to claim payment of the purchase price of the part that has not been purchased. If the buyer does not meet payment obligation, we are entitled to declare the agreement dissolved without judicial intervention.

If the buyer is in default of payment of the purchase price in accordance with the above, the goods are deemed to be delivered and we will deliver the goods at the expense and risk of the buyer, against payment of all costs arising therefrom save costs.

Article 6. Complaints by the buyer

1. The buyer guarantees the correctness and completeness of and is responsible for the information he provides to us has. The buyer must, where it is provided by us in our offer, or what forms part of it pursuant to Article 2 paragraph 2 data, dimensions, color fastness and the like, take into account the usual tolerances and small ones changes in the goods delivered by us. This applies in particular to deviations from the contracted party quantity; here, too, the buyer must take into account the usual clearances. The goods delivered by us are allowed therefore deviate from the description in the order if and insofar as it concerns small size differences, quantity differences and subordinates changes.

2. Complaints from the buyer that relate to defects in goods that are externally observable must be dealt with by the buyer within 7 days after delivery or within 10 days after the invoice date), if the goods could not be delivered to the buyer. delivered to us. This must be done by registered letter with a clear statement an accurate description of the complaint and stating the invoice with which the relevant goods have been invoiced. The buyer must carry out a careful and timely inspection.

3. Defects that were not externally visible at the time of delivery, nor with a careful and timely inspection could appear, must be notified to us by the buyer within 7 days of the discovery of these defects be brought in the manner stated in paragraph 2.

4. Any right of claim of the buyer against us relating to defects in the goods delivered by us lapses if:

- a. the defects have not been notified to us within paragraphs 2 and 3 and/or have not been notified to us in the manner indicated therein have been brought;
- b. the buyer does not cooperate with us or does not cooperate sufficiently with regard to an investigation into the merits of the complaints;
- c. the buyer has not set up, handled, used, stored or maintained the goods in the correct manner or he has not used the goods has used or handled under circumstances or for purposes other than those foreseen by us;
- d. The application of the use of the goods with regard to which the complaints have been expressed by the buyer continued;
- e. the guarantee period stated in the individual agreement has expired or, if such a period is missing, the complaints only be expressed after a period of more than 2 months has passed since the delivery time.

5. In disputes about the quality of the goods delivered by us, a good name indicated by us will be known standing desk to make a binding decision.

Article 7. Liability

1. Only if the warranty obligations with regard to the goods delivered by us have not been fulfilled by third parties (such as manufacturers) have been taken, the buyer can assert (warranty) claims against us. Our liability is in that case limited to defects resulting from manufacturing and material defects.

2. In the event of a complaint, we are, if the merits of the complaint, regarding the quality, determined by us and there is also liability for us as referred to in paragraph 1, exclusively held to such at our option:

- a. (free of charge) repair of defects;
- b. delivery of replacement goods or parts, after receipt of the defective goods or parts;
- c. refund of the purchase price received/crediting of the invoice sent to the buyer with dissolution without judicial intervention of the concluded agreement, everything insofar as the purchase price, the invoice and the agreement on the defective goods delivered;
- d. compensation to be paid in consultation with the buyer in a form other than that referred to above.

3. If the buyer makes repairs and/or changes to the goods without prior, explicit and written permission has performed / had performed, any warranty obligation on our part will lapse.

4. Subject to any obligations of us under the above, we are never obliged to pay any compensation to the buyer and others, unless there is intent or fault on our part (by those who to be held liable by means of legal proof) the purchased item remains to be completed within the agreed time and we in particular are never liable for consequential or trading loss, direct or indirect damage, how also referred to as loss of profit and standstill damage including - suffered by the client, his subordinates and arising at or by third parties employed by him, due to full or partial (re)deliveries of goods, delayed or defective delivery, or failure to deliver goods or by the goods themselves.

5. The buyer is not entitled to return the goods for which there is no substantiated complaint. Does this happen without valid reasons, then all costs associated with the return will be borne by the buyer. In that case we are free to store goods under third parties at the expense and risk of the buyer.

6. The buyer is obliged to indemnify us against all claims by third parties with regard to the implementation of the agreement purposes against us, insofar as the law does not preclude the damage resulting from these claims and costs are the responsibility of the buyer.

Article 8. Retention of title and security

1. Goods delivered by us remain our property until the moment of full payment of all that the buyer owes is owed to us on account of, related to or arising from the goods delivered by us. If we do we have the right to demand security from the buyer with regard to the fulfillment of his obligations.

2. The buyer does not have the right to pledge the unpaid goods, establish a non-possessory pledge or any other to establish a business or personal right thereon for the benefit of a third party.

3. Without prejudice to the provisions of this article, the buyer is permitted to sell the goods to third parties, but solely in the context of its normal business operations. In that case, the buyer is obliged to immediately pay the funds obtained transfer to us or, if not sold for cash, transfer the acquired receivables to us without delay to carry.

4. If, as a result of treatment or processing by the buyer, our property right rests on the goods delivered by us has been lost, the buyer is obliged to immediately establish a non-possessory pledge on the goods for our benefit arising after treatment or processing.

5. We are at all times entitled to dispose of the goods that are under the purchaser (or third parties), but belong to us, as soon as we can reasonably assume that there is a real chance that the buyer will not be satisfied obligations will be fulfilled. The foregoing is without prejudice to the rights that arise for us from common law: with In particular, we also reserve the right to claim damages from the buyer after taking the goods under our care.

6. The buyer is obliged to insure the risk of fire and theft with regard to the unpaid goods and at our request to prove this insurance.

Article 9. Payment

1. Payment must be made in Euros, unless otherwise agreed, without any deduction or discount in cash on the spot where we are located or by transfer to a bank or giro account designated by us, in both cases immediately after the delivery of the relevant goods, at least within 14 days after the invoice date, all this unless expressly agreed otherwise in writing. When paying by bank or giro, the day of crediting of our tire applies or giro account as the day of payment.

2. If the buyer does not make (full) payment on time, he will be in default without any further notice of default is required. In that case we have the right, if there is a sufficient connection with the failure performance of the buyer, to suspend the performance of all our obligations to the buyer, without prejudice to all our rights arising from common law.

3. We are also entitled to cash payment before delivery of the goods or guarantee for all deliveries still to be made for timely payment. Furthermore, we are then entitled to terminate the agreement without judicial intervention dissolve, whereby the buyer then has the obligation to return the delivered goods, or the obligation to otherwise undo the performance performed by us, without prejudice to our right to compensation. remains the buyer in default of timely payment, then he forfeits to us or the seller's credit insurer, without any further notice on our part is required, from the due date until the day of payment in full, an interest equal to the statutory interest interest plus 15% per annum, calculated on the unpaid amount, which interest immediately without further notice of default is payable. All costs associated with the collection of invoiced amounts (including the extrajudicial collection costs) are borne by the debtor. The extrajudicial collection costs amount to at least 15% of the principal sum with a minimum amount of 50 euros, all excluding sales tax. In addition, all adverse effects of exchange rate loss or otherwise from late payment or non-payment arising for the account of the buyer, even if the buyer have fulfilled its payment obligations in time according to the provisions existing in its country, but circumstances or measures beyond his control caused the transfer to take place in a way that is detrimental to us.

4. In accordance with Article 6:44 of the Dutch Civil Code, payments are first deducted from the costs referred to in paragraph 3, then deducted from the interest due and finally from the principal sum and the accrued interest.

5. If in the buyer's financial position after the conclusion of the agreement, but before the delivery of the goods a significant deterioration occurs, we are entitled to waive all or part of further performance of the agreement, or to demand an amendment to the payment terms.

6. The seller can transfer its claims under all transactions to a credit insurer of its choice.

Article 10. Force majeure

Force majeure is understood to mean any circumstance beyond our control that is of such a nature that compliance with the agreement cannot reasonably be expected of us (non-attributable shortcomings in the fulfillment). below force majeure also includes: war, riots and hostilities of any kind, blockade, boycott, natural disasters, epidemics, lack of raw materials, prevention and interruption of transport options, disruptions in our company, import and export restrictions or prohibitions, obstacles caused by measures, laws or decisions of international, national and regional (government) authorities. If, due to force majeure, we do not, not properly or not, fulfill our delivery obligation we are entitled to dissolve the agreement or the part that has not yet been performed or to suspend it for a definite or indefinite period of time, at our option. In case of force majeure, the the buyer cannot claim damages from us.

Article 11. Applicable law

Dutch law applies exclusively to the offers made by us and to all agreements entered into by us.

Article 12. Dispute Resolution

All disputes of any nature whatsoever related to/resulting from agreements entered into by us and by deliveries made to us are judged by the competent court in the Netherlands.

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