

## 1. General

**1.1.** Any reference to "Seller" below refers to Parts United B.V., also trading using various (trade) names, including, but not limited to, "ControlXR" and/or its affiliated subsidiaries or affiliated companies using these General Terms and Conditions. Any reference to "Buyer" below refers to the candidate buyer, candidate client, and the counterparty of the Seller in general. Any reference to "Products" below refers to all (technical) products and components, everything in the broadest sense of the word, sold to the Buyer by the Seller or that are provided to the Buyer by the Seller at no cost, potentially for promotional purposes.

**1.2.** These General Terms and Conditions govern all offers, legal relationships, and agreements based on which the Seller sells and delivers Products directly to the Buyer, potentially through or based on mediation by third parties. The Seller and the Buyer agree that if a contract is concluded subject to the applicability of the following conditions, these conditions will also apply to later transactions in full. General terms and conditions, whatever called, of the Buyer do not apply and are explicitly rejected by the Seller unless these are accepted by the Seller in writing.

**1.3.** Commercial terms used in quotations, order confirmations, or otherwise must be interpreted in accordance with the international commercial conditions drawn up by the International Chamber of Commerce (Incoterms) as in force at the moment on which the agreement is concluded.

**1.4.** In writing is defined as by means of a signed document or by means of a letter, fax, or email message or any other technical method agreed by the parties.

## 2. Agreement

**2.1.** All offers and other (price) statements by the Seller are non-binding. Spoken commitments by and agreements with employees of the Seller will not be binding to the Seller before and insofar as these have been explicitly confirmed by the Seller in writing. Manifest errors, printing errors and/or typos in offers and other statements by the Seller will not be binding to it. All quotations of the Seller will be valid for a period of thirty (30) days unless a quotation or statement indicates otherwise.

**2.2.** If the agreement is concluded in writing, it will take effect on the day on which the Seller has signed it or on the day on which the Seller sends the written order confirmation. Insofar as the order by the Buyer deviates from the quotation or the order confirmation of the Seller, the Seller will only be required to deliver what has been set out in the quotation or the order confirmation of the Seller at the conditions set out therein.

**2.3.** All additions and amendments to the agreement and any later agreements will only apply if these have been agreed in writing.

**2.4.** The Seller has the right to demand an advance payment or security if it reasonably believes that the financial condition of the Buyer requires and to suspend the full or partial execution of the agreement pending this advance payment or security.

**2.5.** Force majeure in these General Terms and Conditions will mean any circumstance that cannot be controlled by the Seller – even if this circumstance was already foreseeable at the moment on which the agreement was concluded – which permanently or temporarily impedes the fulfilment of the agreement, as well as, insofar as not already included in this definition:

- a. company breakdown or company interruption of any nature, irrespective of the cause, such as strikes, company lockout, and fire;
- b. delayed or late delivery by the suppliers of the Seller or by a third party or third parties, irrespective of the cause;
- c. transport difficulties or transport obstructions of any nature due to which the transport to the company of the Seller or from the company of the Seller to the Buyer is impeded or obstructed;
- d. import and export restrictions of any nature;
- e. epidemic/pandemic;
- f. government measures;
- g. war, risk of war, civil war, terrorism, civil unrest;
- h. (temporary) Internet outage.

**2.6.** The Products will be sold and delivered with due observance of the common tolerances in dimensions, quantities, and weights unless explicitly agreed otherwise.

**2.7.** The Seller is not liable for mistakes in images, dimensions, weights, quality and/or (current) prices of any nature.

**2.8.** A concluded agreement can only be terminated by the Buyer with the prior written permission of the Seller. If the Seller accepts the cancellation, the Buyer will owe fixed damages to the Seller of at least 25% of the amount that would have been due to the Seller by the Buyer for the execution of the agreement, without prejudice to the right of the Seller to claim full compensation for costs and damage.

## 3. Delivery

**3.1.** The agreed delivery periods will only be indicative and will never be deadlines. These periods apply subject to unforeseen circumstances and force majeure.

**3.2.** If delivery cannot take place at the agreed time or within the agreed period, the Seller has the right to carry out partial deliveries.

**3.3.** If the delivery period is exceeded, the Buyer will not have the right to dissolve the agreement and/or to claim compensation, unless the Buyer can demonstrate the intent or deliberate recklessness of executive staff of the Seller and dissolution takes place with due observance of the provisions of Article 8.2.

**3.4.** The Seller will only be required to deliver the Products once the Buyer has fully met its (payment) obligations pursuant to the agreement and/or these General Terms

and Conditions, specifically its payment obligation as referred to in Article 6.2.

## 4. Complaints and liability

**4.1.** The Buyer must inspect the delivered Products for visible shortcomings immediately following the delivery. Any complaints must be submitted to the Seller in writing within seven (7) days of the moment of delivery in accordance with the provisions of Article 5.3. The delivered Product(s) will be considered to have been irrevocably and unconditionally accepted by the Buyer after the expiry of this period. The Buyer must keep the faulty Products available to the Seller. The payment obligation of the Buyer in relation to the Products that are the subject of the dispute will not be postponed due to the submission of a complaint. The Buyer must report any invisible defects to the Seller within fourteen (14) days of the discovery thereof, but never later than within one (1) year of the moment of delivery in accordance with Article 5.3.

Any legal claims must have been filed within one (1) year of the timely submission of the complaint on pain of forfeiture.

**4.2.** Quality requirements or quality standards of the Products to be delivered by the Seller must have been explicitly agreed on. Minor deviations and abnormalities in terms of quality, colour, dimensions, or finish common in the industry or that cannot be avoided will not be considered a shortcoming and do not constitute a ground for dissolution or compensation.

**4.3.** The overall liability of the Seller for an attributable shortcoming in the fulfilment of the agreement is limited to compensation for direct damage up to the overall invoice value excluding VAT of the agreement concerning the delivery of the Products in question.

**4.4.** The liability of the Seller for indirect damage, consequential damage, loss of profits, damage arising from claims of third parties vis-à-vis the Seller, damage caused by a failure to meet a deadline or material damage consisting of destruction, damage, or loss of goods used by the Buyer for the regular pursuit of a profession or company is excluded, unless the Buyer demonstrates that the Seller is culpable for intent or deliberate recklessness.

**4.5.** The Buyer indemnifies the Seller against all claims by third parties (including the end-users of the Products delivered by the Seller) in relation to damage that would be borne by the Buyer pursuant to the provisions of Article 4 if this third party would hold the Buyer liable.

**4.6.** The provisions of this article 4 also apply for the benefit of all legal entities or persons engaged by the Seller for the execution of the agreement.

**4.7.** The Seller is never required to deliver Products to the Buyer equal to Products delivered based on previous agreements but will advise the Buyer at its first request about similar Products if the requested Products can no longer be delivered.

## 5. Transport

**5.1.** If the Products are available for retrieval by the Buyer and the Seller has informed the Buyer of this, the Buyer will be required to accept the Products immediately unless the parties have agreed that the Seller will deliver the Product to the Buyer (past the first threshold), in which case the Buyer is required to do everything that will enable the Seller to deliver the Products and to refrain from doing anything that would impede the Seller in this respect. If this obligation is not met, the Seller has the right to store (and keep stored) the Products at the risk and account of the Buyer, and to charge this storage to the Buyer, without the possibility of refusing subsequent payment based on the fact that the delivery/acceptance has not yet taken place, or to dissolve the agreement in accordance with the provisions of Article 9.

**5.2.** The Buyer will be required to arrange the quickest possible unloading at the agreed delivery location, which will take place at the risk and account of the Buyer. The provisions of Article 5.1 will apply mutatis mutandis if this obligation is not met.

**5.3.** Delivery will take place ex-works (Incoterms) unless agreed otherwise in writing.

**5.4.** If a different delivery condition has been agreed on, the transport method will be chosen by the Seller, without this choice affecting the provisions of Article 2.5.

## 6. Price and payment

**6.1.** The prices indicated by the Seller – irrespective of whether this has taken place orally, in writing in a special quotation, or otherwise – are based on any data provided with the request and do not include turnover tax and other government levies applicable to the sale and delivery, and are based on delivery ex-works (Incoterms). If one or more cost price factors are increased after the date of the agreement, even if this takes place due to foreseeable circumstances, the Seller has the right to increase the agreed price accordingly.

**6.2.** Each payment must take place within fourteen (14) days of the invoice date and without prejudice to the provisions of Article 3.4 without the Buyer having any right to a discount or settlement. Deviating payment plans must have been agreed on in writing. The right of the Buyer to suspend the fulfilment of its obligations will also be excluded.

**6.3.** All costs associated with the payment, including any provision of security, will be borne by the Buyer.

**6.4.** The payment period set out in Article 6.2 is a deadline. The Buyer will be immediately in default if this deadline is exceeded, without notice of default being required. If the Seller believes that the financial situation of the Buyer is poor or if the bankruptcy or a suspension of payments of the Buyer has been requested or rendered, the Buyer will be immediately in default and all claims on the Buyer will be immediately exigible.

**6.4.** If the payment period is exceeded, the Seller has the right to claim the statutory (commercial) interest and the extrajudicial collection costs, which amounts will be determined in accordance with the Dutch Decree on Compensation for Extrajudicial Collection Costs or a later comparable scheme.

**6.5.** If the Buyer fails to pay the claim, the Seller can outsource the recovery, in which case the Buyer is also required to offer compensation for the extrajudicial and judicial costs, including all costs charged by external experts (in addition to the costs determined by law) related to the collection of this claim or any legal acts that must be carried out. The extrajudicial collection costs incurred by the Seller in case of late payment by the Buyer amount to 15% of the amount due with a minimum of €250.00 (*in words: two hundred and fifty euros*).

**6.6.** Irrespective of any statements made by the Buyer concerning the payment, the Seller has the right to use all payments by the Buyer in an order determined by the Seller to cover all which the Buyer owes to the Seller based on deliveries, interest and/or costs.

**6.7.** The Seller has the right to postpone the delivery of Products if and as long as the Buyer does not (fully, properly, or timely) meet any obligation vis-à-vis the Seller arising from the agreement.

## 7. Returns

**7.1.** The Buyer has the right to return regular products, defined as products that can be easily sold to (a) third party/third parties by the Seller, within fourteen (14) days following their receipt in their original packaging and at its own expense, in which respect the moment of receipt of the returned Products by the Seller is decisive when determining whether the Buyer has observed the aforementioned return period. Products created or delivered by the Seller based on the instructions of the Buyer cannot be returned to the Seller.

**7.2.** The reception of returns will never constitute acknowledgement by the Seller of the ground for the return indicated by the Buyer.

**7.3.** Any refunds for return shipments received by the Seller will take place using a (payment) method to be determined by the Seller and to the bank account used by the Buyer to pay for the Products.

## 8. Reservation of ownership

**8.1.** Without prejudice to the provisions of Article 5, the ownership of the delivered Products will only transfer to the Buyer once all which the Buyer owes to the Seller for deliveries or work based on any agreement, including interest and costs, has been paid to the Seller in full. Until that time, the Buyer will be required to keep the Products delivered by the Seller separate from other products and labelled clearly as the property of the Seller, and to properly insure these (and keep these insured) at its own expense, and not process or modify the Products.

**8.2.** If the Buyer fails to fulfil any obligation arising from Article 8.1 vis-à-vis the Seller or if there are valid reasons to fear that the Buyer will not fulfil the aforementioned obligations, the Seller will be entitled to retrieve the delivered Products with immediate effect without notice of default being required. For this purpose, the Buyer gives the Seller permission to access the space(s) where the Products are located at any time (including outside of the regular working and/or opening hours of the Buyer) to retrieve the Products based on its reservation of ownership. The corresponding costs will be charged to the Buyer.

**8.3.** As long as the claims set out above have not been paid, the Buyer does not have the right to sell the Products in question or to establish a (non-possessor) lien on the Products in question.

**8.4.** At the moment on which the Buyer has met all its obligations vis-à-vis the Seller as set out in Article 7.1, the Seller will grant the Buyer the ownership of the delivered Products subject to the lien of the Seller for the benefit of other claims of the Seller vis-à-vis the Buyer. The Buyer will at the first request of the Seller cooperate with any actions required in this context, including, but not limited to, signing a (private) deed of lien.

**8.5** The Buyer must inform the Seller immediately if:

- a. third parties file claims or make attempts to obtain the Products covered by the reservation of ownership of the Seller or to levy attachment on these Products or to otherwise exercise any rights in relation to these Products;
- b. (provisional) suspension of payments or a debt restructuring plan is requested by the Buyer or granted to the Buyer, or any other (payment) arrangement is concluded with the creditors of the Buyer; or
- c. the bankruptcy of the Buyer is requested or if the Buyer is declared bankrupt.

## 9. Dissolution

**9.1.** The Seller has the right to dissolve the agreement concluded with the Buyer or any associated agreement with immediate effect by means of a registered letter, without further notice and judicial intervention being required, and without being required to pay any form of compensation for any damage, if:

- a. The Buyer refuses to offer an advance payment or sufficient security following the first request to this end in the circumstances set out in Article 2.4;
- b. The Buyer applies for suspension of payments, the Buyer files its own bankruptcy application, or if a third party applies for the bankruptcy of the Buyer, or if the Buyer is dissolved;
- c. The Buyer passes away;
- d. The Buyer fails to (fully, properly, or timely) fulfil any obligation vis-à-vis the Seller arising from the agreement, and, despite a request to this end, has failed to resolve the shortcoming within seven (7) days of such a request.

**9.2.** In addition, both the Buyer and the Seller can dissolve the agreement by means of registered letter once the force

majeure experienced by the Seller as referred to in Article 2.5 has lasted for more than six (6) months, which applies exclusively to that part of the obligations that has not yet been fulfilled. In this case, the Buyer does not have the right to claim compensation for the damage (to be) suffered as a result of the dissolution.

## 10. Processing of personal data

**10.1.** Insofar as the Seller processes personal data (personal information about an identified or identifiable natural person) in the context of the execution of the agreement, this will take place in a proper and careful manner and in accordance with the General Data Protection Regulation. The [privacy statement](#) of the Seller governing the agreement sets out the privacy policy of the Seller in detail.

**10.2.** The Seller will take suitable technical and organisational measures to secure personal data against loss and any form of unauthorised processing. These measures guarantee, taking into account the state of technology and the costs of implementation, a suitable level of security based on the risks of the processing and the nature, extent, and context of the data to be secured.

## 11. Intellectual property rights

**11.1** All intellectual property rights related to the Products (to be) delivered by the Seller are and will remain vested with the Seller or its licensors unless explicitly agreed otherwise in writing.

**11.2.** The Buyer only has the right to use the intellectual property rights arising from the agreement concerning the sale and delivery of and vested on the Products for the purpose of the agreement and with due observance of the provisions of Article 11.1, unless explicitly agreed otherwise in writing.

## 12. Manner of selling the Products

**12.1** The Buyer is required to exclusively sell the Products in the original packaging provided by the Seller in an unaltered and undamaged condition. The Buyer may sell the Products delivered in bulk as individual Products, provided that the individual products are sold in the original packaging provided by the Seller and in an unaltered and undamaged condition.

**12.2** For each violation of the obligations set out in Article 12.1, the Buyer will forfeit an immediately exigible fine to the Seller, which is not eligible for compensation or discount, of €2,000.00 (*in words: two thousand euros*) for each Product with which the Buyer violates this obligation, without prejudice to the right of the Seller to claim full compensation for the damage suffered by it.

## 13. Disputes

**13.1** The agreements between the Seller and the Buyer are governed by the laws of the Netherlands.

**13.2** All disputes that arise between the Seller and the Buyer arising from or related to (the execution of) an agreement concluded between the Seller and the Buyer, as well as in relation to these General Terms and Conditions, will be submitted to the competent court in The Hague.

**13.3** Insofar as these General Terms and Conditions have been drawn up in a different language than Dutch, the Dutch text will take precedence in case of differences.

## 14. Contact details

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