

Factory 882

General Terms and Conditions of Delivery

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These General Terms and Conditions of Delivery (the “Terms”) apply to all offers, quotations, orders, agreements and deliveries of goods and services by Factory 882 (“Supplier”) to its customers (“Customer”), unless expressly agreed otherwise in writing.

Article 1 – Definitions

- 1.1 **Supplier:** Factory 882, the party that offers and delivers goods and/or services.
- 1.2 **Customer:** the natural person or legal entity that enters into an agreement with the Supplier.
- 1.3 **Agreement:** any agreement between Supplier and Customer for the delivery of goods and/or services.
- 1.4 **Goods:** all items to be delivered by the Supplier; **Services:** all work performed by the Supplier.
- 1.5 **In writing:** by letter, e-mail or any other electronic means agreed between the parties.

Article 2 – Applicability

- 2.1 These Terms apply to all offers, orders and Agreements of the Supplier and form an integral part thereof.
- 2.2 Any general terms or purchasing conditions of the Customer are expressly rejected and do not apply.
- 2.3 Deviations from these Terms are only valid if expressly agreed in writing and apply only to the Agreement concerned.
- 2.4 If any provision of these Terms is or becomes void or voidable, the remaining provisions remain in full force, and the parties shall replace the affected provision with a valid one that approximates its purpose as closely as possible.

Article 3 – Offers and Quotations

- 3.1 All offers and quotations of the Supplier are without obligation and may be revoked, unless they state an explicit period of acceptance.
- 3.2 Quotations are based on the information provided by the Customer; the Customer is responsible for the accuracy and completeness of that information.
- 3.3 Obvious errors or mistakes in an offer or quotation do not bind the Supplier.
- 3.4 An offer or quotation does not oblige the Supplier to deliver part of the goods or services at a corresponding part of the stated price.

Article 4 – Formation of the Agreement

- 4.1 An Agreement is concluded only after the Supplier has confirmed an order in writing, or when the Supplier has commenced performance of the order.
- 4.2 Additions to or amendments of the Agreement bind the Supplier only after written confirmation.
- 4.3 The Supplier is entitled to refuse an order without stating reasons.

Article 5 – Prices

- 5.1 All prices are stated in euros and exclusive of VAT and any other government levies, unless stated otherwise.
- 5.2 Unless agreed otherwise, prices are exclusive of costs for packaging, transport, shipping, insurance and installation.
- 5.3 The Supplier is entitled to pass on increases in cost factors that arise after conclusion of the Agreement (such as raw materials, wages, exchange rates or taxes), provided the Customer is notified.

Article 6 – Payment

- 6.1 Payment must be made within 14 days of the invoice date, without any discount, set-off or suspension, unless agreed otherwise in writing.
- 6.2 The Supplier is entitled to require (partial) advance payment or other security before delivery.
- 6.3 If the Customer fails to pay on time, the Customer is in default by operation of law and owes statutory commercial interest as well as all reasonable extrajudicial collection costs.
- 6.4 Payments first reduce the costs, then the interest due, and finally the principal sum and current interest.

Article 7 – Delivery and Delivery Times

- 7.1 Delivery takes place Ex Works (Incoterms® most recent version) at the Supplier's premises, unless agreed otherwise in writing.
- 7.2 Stated delivery times are indicative and are never to be regarded as strict deadlines (fatale termijnen) unless expressly agreed in writing.
- 7.3 Exceeding a delivery time does not entitle the Customer to compensation or to dissolution of the Agreement, unless the Supplier remains in default after a reasonable period set in writing.
- 7.4 The Supplier is entitled to deliver in parts and to invoice each part separately.
- 7.5 If the Customer fails to take delivery, the goods are stored at the Customer's risk and expense.

Article 8 – Transfer of Risk

- 8.1 The risk of loss, damage or depreciation of the goods passes to the Customer at the moment of delivery as defined in Article 7.
- 8.2 Where transport is arranged by the Supplier at the Customer's request, transport takes place at the Customer's risk.

Article 9 – Retention of Title

- 9.1 All goods delivered remain the property of the Supplier until the Customer has paid in full all amounts due under the Agreement, including interest and costs.
- 9.2 The Customer is not permitted to pledge, encumber or otherwise transfer goods subject to retention of title before full payment.
- 9.3 If the Customer fails to meet its obligations, the Supplier is entitled to repossess the goods, for which the Customer hereby grants access to its premises.

Article 10 – Inspection and Complaints

- 10.1 The Customer must inspect the delivered goods or services immediately upon delivery for any visible defects or shortages.
- 10.2 Visible defects must be reported in writing within 7 days of delivery; hidden defects within 7 days of discovery, and in any event within the warranty period.
- 10.3 Complaints do not suspend the Customer's payment obligations.
- 10.4 If a complaint is justified, the Supplier may, at its discretion, repair, replace or credit the goods or services, which discharges the Supplier from any further liability.

Article 11 – Warranty

- 11.1 The Supplier warrants that the goods and services comply with the Agreement and with the usual quality and reliability requirements at the time of delivery.
- 11.2 The warranty does not cover defects resulting from normal wear and tear, improper use, inadequate maintenance, or modifications made by or on behalf of the Customer.
- 11.3 Warranty claims lapse if the Customer fails to comply with payment or other obligations under the Agreement.

Article 12 – Liability

- 12.1 The total liability of the Supplier is limited to the invoice value of the relevant Agreement, or to the amount paid out by the Supplier's insurer, whichever is higher.
- 12.2 The Supplier is not liable for indirect or consequential damage, including loss of profit, lost savings, business interruption or damage due to delay.
- 12.3 The limitations of liability do not apply in the event of intent or deliberate recklessness on the part of the Supplier or its management.
- 12.4 Any claim against the Supplier lapses 12 months after the event giving rise to the claim, unless mandatory law provides otherwise.

Article 13 – Force Majeure

- 13.1 The Supplier is not obliged to perform any obligation if prevented from doing so by force majeure.
- 13.2 Force majeure includes, among other things, war, riots, strikes, fire, pandemics, government measures, transport disruptions, energy shortages, and failures of suppliers or subcontractors.
- 13.3 During force majeure, the obligations of the Supplier are suspended. If this situation lasts longer than 60 days, either party may dissolve the Agreement in writing without any obligation to pay damages.

Article 14 – Intellectual Property

- 14.1 All intellectual property rights relating to the goods, designs, drawings, software and documentation remain vested in the Supplier or its licensors.
- 14.2 The Customer obtains only a non-exclusive, non-transferable right of use for the agreed purpose.
- 14.3 The Customer may not copy, reproduce or disclose any materials of the Supplier without prior written consent.

Article 15 – Confidentiality

- 15.1 Each party shall keep confidential all information of a confidential nature received from the other party and use it solely for the performance of the Agreement.
- 15.2 This obligation continues to apply after termination of the Agreement.

Article 16 – Suspension and Termination

- 16.1 The Supplier may suspend its obligations or dissolve the Agreement if the Customer fails to meet its obligations, is declared bankrupt, applies for a moratorium, or ceases its business.
- 16.2 In such cases, all claims of the Supplier against the Customer become immediately due and payable.
- 16.3 Dissolution does not affect obligations that by their nature are intended to continue.

Article 17 – Applicable Law and Disputes

17.1 These Terms and all Agreements are governed exclusively by the laws of the Netherlands.

17.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) is excluded.

17.3 All disputes shall be submitted exclusively to the competent court in the district where the Supplier is established, unless mandatory law provides otherwise.

Article 18 – Final Provisions

18.1 These Terms may be amended by the Supplier; the most recent version published or supplied applies.

18.2 In the event of any conflict between a translation and the English version of these Terms, the English version prevails.