

General Purchase Conditions of:

Holland Hardware B.V.
Tappersweg 12 C
2031 ET Haarlem

Chamber of Commerce No.: 28107358

(AS 231-18)

Article 1: Applicability, definitions

1. These General Purchase Conditions apply to all requests for offers and to all orders and agreements in respect of the purchase of items of «StatutaireBedrijfsnaam», established in «PlaatsBezoekadres», hereinafter to be referred to as “the User”.
2. The Other Party of the User is hereinafter referred to as “the Supplier”.
3. “Purchaser” shall mean: the purchaser of the User, the natural person or legal entity to whom the User has resold the items supplied - either for own use or otherwise.
4. “Offer” shall mean: any offer from the Supplier, whether or not in the form of a written quotation.
5. “In writing” shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
6. “Documents” shall mean: any documents to be provided by the User/Supplier for the purpose of or in relation to the delivery, such as guarantee certificates, operating instructions, maintenance instructions, manuals and instruction leaflets, to be provided alongside the delivered items by the Supplier. This may concern both physical and digital documents.
7. “Information” shall mean: both the documents as the other (oral) data that is (to be) provided by the User and/or the Supplier.
8. The following definitions apply in respect of the items ordered by the User:
 - a. “new”: the item is 100% new and has a sealed box with tape from the manufacturer. The item may have been pre-owned but is absolutely 100% new, never used;
 - b. “new-retail”: this describes items that are purchased new from a distributor or manufacturer; they are intended for re-sale and carry a manufacturer’s warranty;
 - c. “new open box - may be missing some accessories”: indicates the items may have been opened and some of the accessories are missing. It is highly possible that these items may be part of the cancelled configured orders or demo stock that has not been used but has been kept in the original packaging, maybe subject to warranty. These items come with a warranty;
 - d. “unused - sealed in the original packaging”: this describes items that have never been used and whose package have not been opened. It may be the excess inventory that has been stored for some time. In some cases, the manufacturer’s warranty may have expired;
 - e. “refurbished”: indicates the items that definitely have been used and may properly have some form of Smartnet or maintenance contract. However, the items may be re-sprayed and refurbished by the Supplier’s supplier through a highly standard procedure and restored in a plain box;
 - f. “used products”: indicate that the items have been used and come with a 30 day warranty; The Supplier is obligated to describe the condition of used items to the User. It is the User’s decision whether or not it want to purchase the item;
 - g. “factory refurbished/ certified refurbished”: these are used items that were tested and re-sprayed by the OEM. These items come with a warranty;
 - h. “wholesale”: used items that that are in mint condition sold by the OEM through selected partners. These items come with a OEM warranty and original boxes and can be recognized by the letters WS after the partnumber.

9. The possible invalidity of (any part of) a provision contained in these General Purchase Conditions shall not affect the validity of the remaining provisions.
10. In the event of a discrepancy or conflict between these General Purchase Conditions and a translation hereof, the Dutch text shall prevail.
11. These General Purchase Conditions shall also apply to repeat orders or partial orders flowing from the agreement.

Article 2: Offers and prices

1. The Supplier shall clearly state the following in his offer:
 - a. the specifications, numbers, quantities, delivery terms and prices that apply to the offer;
 - b. which costs are included in the price or not;
 - c. whether the price is inclusive or exclusive of BTW (Dutch VAT);
 - d. whether the delivery term and/or price depend on variable factors or specific circumstances or not, such as current prices, seasons, availability of raw materials, parts etc.;
 - e. its term of validity. If no term is stated, the offer is deemed to be valid for at least 1 (one) month after its date. Within this term, the offer cannot be revoked.
2. Prices are fixed, unless parties explicitly agree otherwise in writing in the form of a purchase order with an official PO-number.
3. Samples, models, specimens and documents displayed or provided by the Supplier as well as dimensions, weights, colours, features, capacities included or stated in the offer and any other specifications and descriptions shall be as accurate as possible. The User can rely on it that the items to be delivered correspond with these samples etc.
4. The User may keep the samples etc. referred to in the previous paragraph, unless parties agree otherwise.
5. The costs to make the offer are at the expense of the Supplier.

Article 3: Establishing agreements

1. All requests by the User to the Supplier to make an offer are without engagement.
2. The agreement shall not be established until the User has accepted an offer of the Supplier in writing.
3. If the User places an order with the Supplier without a prior offer, he may withdraw this order, if the User has not received a written order confirmation from the Supplier within 2 weeks after the order was placed. If this confirmation should differ from the original order, the User shall only be bound to it after the User has agreed to the difference(s) in writing.
4. The User shall only be bound to:
 - a. oral agreements;
 - b. additions to or changes of the General Purchase Conditions or agreement; after written confirmation to the Supplier.

Article 4: Changes

1. Until delivery of the ordered items has taken place, the User may change the content and/or scope of its order at no cost in consultation with the Supplier.
2. If a change requested by the User should have consequences for the agreed price and/or delivery term, the Supplier shall inform him of this in writing within 5 working days after notification of the requested change. If parties fail to reach agreement about the new price and/or delivery term, the User may terminate the agreement, in full or in part, with immediate effect by means of a written statement to the Supplier without being obliged to pay for any damage, costs or interest.

3. If the Supplier is not able to supply the ordered items - for example because they are no longer included in its range - and is only able to offer a more expensive alternative, the User is entitled to delivery of this alternative at the price of the originally ordered items. If the Supplier does not agree to this or is not able to supply alternative items, the User may terminate the agreement, in full or in part, with immediate effect by means of a written statement to the Supplier. The Supplier shall pay compensation for any loss the User may incur.

Article 5: Confidential information

1. The Supplier shall maintain secrecy of all information about the (content of the) agreement/order and all other information of/about the User that he has obtained in the context of concluding and executing the agreement. It shall only provide this information to third parties insofar as this is necessary for the execution of the agreement.
2. The Supplier shall take every reasonable precautionary measure in order to maintain secrecy of this information. This obligation of confidentiality also applies to his employees and third parties which are involved in the execution of the agreement under his responsibility.
3. If the information concerns personal data in the context of the General Data Protection Regulation, the Supplier will process the information in accordance with this regulation and will report any breaches of the security of the information accordingly.
4. The obligation of confidentiality does not apply if the Supplier, as a result of legislation and regulations or a judicial decision has to disclose the confidential information and cannot rely on a lawful privilege or a privilege permitted by the court. This exception shall also apply to the employees/third parties as referred to in paragraph 2.
5. The Supplier may not use the name of the User and/or the content of the agreement as a reference, without the prior written approval of the User.

Article 6: Delivery, delivery terms

1. Agreed terms are of essential importance to the User and are therefore strict deadlines. The Supplier shall be in default by some expiry of an agreed term. The User may then fully or partially terminate the agreement with immediate effect by means of a written statement to the Supplier without being obliged to pay compensation for damages, costs or interest.
2. Notwithstanding the provisions of the previous paragraph, the User may, in the event of expiry of an agreed term impose for each week a fine of 1% of the invoice amount of the concerned items, with a maximum of 10% of the invoice amount. Parts of a week shall be computed as a full week. This does not affect the User's entitlement to compensation for the loss that he has actually suffered.
3. The Supplier notifies the User immediately in writing in the event of an imminent expiry of the agreed delivery term, stating the expected length of the delay.
4. Without the User's prior written permission, the Supplier may not supply the ordered items in part deliveries.
5. The risk of items to be delivered transfers to the User the moment these items arrive at the agreed location or have been collected by him and he has signed a delivery note related to the items.
6. Dispatch or transport of the items shall take place at the expense and risk of the Supplier. The Supplier shall be liable for any damage of whatever nature that is related to the dispatch or the transport.
7. The User may postpone the delivery for a reasonable term, without being obliged to pay the Supplier compensation for damages, costs or interest. During this term the Supplier shall store the items in proper packaging, separated from any other items and clearly marked as the User's order and in such a manner that the items shall not deteriorate in quality.

8. The Supplier shall deliver all the (spare) parts, accessories, documents and other attachments belonging to the items.
9. The Supplier shall ensure that all items to be delivered are original OEM products and have legitimate serial numbers, affixed test sheets, power supplies, screws, handles and rack mounts.
10. If the User has made documents and/or items available for the benefit of the delivery to the Supplier, the Supplier shall return these document/items immediately upon his request - yet upon delivery of the ordered items at the latest - to the User.

Article 7: Packaging

1. The Supplier shall pack the ordered items in such a manner that no damage can occur during despatch or transport. The items must at least be wrapped in 15 cm of bubble wrap.
2. If the Supplier delivers the items in packaging that is designated to be used several times, he shall clearly state this on this packaging. The Supplier shall also mark the packaging as his identifiable property by stating the Supplier's name, logo or other clear indication on it and he shall also collect the packaging. If the User returns the packaging to the Supplier, it shall take place at the expense and risk of the Supplier.
3. The Supplier shall clearly state on the packaging the type of items, the quantities and the order numbers or any other reference numbers provided by the User.

Article 8: Inspections, complaints

1. The User may inspect the ordered goods, or have these inspected, at the Supplier's before the time of delivery by persons appointed for that purpose by the User. The Supplier shall give his full cooperation to this free of charge.
2. If aforesaid inspection cannot take place at the agreed time/must be repeated due to the actions of the Supplier, the costs arising from this and/or the loss of the User shall be at the expense of the Supplier.
3. Unless the User has notified the Supplier of a different term in writing, he shall check the received items within 90 working days after delivery (on a random basis or otherwise) and he shall report any visible failures, imperfections, defects, damages and/or deviations in numbers, quantities, dimensions, etc. to the Supplier in writing. In the event that failures, etc. are found on inspection, the User may reject the entire consignment of items of the same type. If no defects etc. follow from random inspection, the User's right to carry out further inspections of specific items shall not be affected.
4. If the User has not made known its complaints to the Supplier within the term it has set/within the aforesaid term of 90 working days, the Supplier may assume that the User has accepted the items.
5. Other complaints about the delivered items that could not reasonably have been found by the User during the inspection referred to in paragraph 3, as well as any complaints of Purchasers, are reported to the User by the Supplier as soon as possible after discovery or notification - but within the User's or Purchaser's guarantee period at the latest.
6. If the delivered items are destined to be processed in, on or to other items and the processing shall only take place after the guarantee period agreed between the Supplier and the User has expired, the User may suspend the inspection of the delivered items as well as the notification of failures etc. found during this inspection until such time that he is actually processing the items. If possible, the User shall give the Supplier an indication of the length of the suspension.
7. Bills of lading, packing slips, etc. signed by the User are only valid as proof of receipt of the delivered items, but may not be regarded as acceptance of these items in the context of paragraph 4.
8. The User may at all times suspend its payment obligations, until the Supplier has satisfied its requirements and the complaints have been resolved.
9. All costs that the User has to incur in connection with having resolved/resolving the complaints of a Purchaser shall be at the expense of the Supplier.

Article 9: Guarantees

1. The Supplier guarantees that the delivered items:
 - a. are of good quality and free from failures and defects;
 - b. possess those dimensions, weights, colours, features, capacities, etc. that parties have agreed on and furthermore possess all features that the User may reasonably expect from this;
 - c. shall be delivered in full and ready for use;
 - d. are suitable for the purpose that the User wishes to use them for/for which the items - considering their nature/according to the order or agreement - are destined to be used;
 - e. meet the legal (safety) requirements applicable in the Netherlands and other applicable (international) government regulations.
2. The Supplier provides the applicable guarantee certificates to the User immediately upon delivery.
3. If, within the guarantee period, it appears that the delivered items do not meet the requirements referred to in paragraph 1 or any other additional requirements as incorporated in a guarantee certificate and the User claims the agreed guarantee, the Supplier makes arrangements for repair or replacement of the items free of charge or provide a refund or reduction on the agreed purchase price. This is at the discretion of the User. Any additional damage will be subject to the provisions of the Liability Article included below.
4. If no explicit guarantee period has been agreed, a period of 90 days after delivery shall apply for refurbished items and a period of one year after delivery shall apply for new items.
5. For items that are destined to be processed in, on or to other items, the guarantee period shall not commence until the day of processing.
6. If the items are intended to be resold, the guarantee period shall not start until the day that the items have been received by the Purchaser.
7. If the Supplier replaces parts of the delivered items in the context of the agreed guarantee, the guarantee period for these replacing parts shall not start until the day that the User has received these parts.
8. An agreed guarantee period shall be extended by the length of the period that is needed to possibly replace or repair the items.
9. The Supplier guarantees that it has authorization from the brand-owner to sell the delivered items within Europe and to the User. The Supplier is not entitled to recover the items from the User if it turns out that it wasn't authorized to sell the items. The User will hold the Supplier responsible for any claims, lawsuits, damages, losses, liability, settlements or payments flowing from infringement of patent, copyright, trademark or any other intellectual property right of any third party.

Article 10: (Product) Liability

1. The Supplier is liable for all damage that is suffered by the User and/or the Purchaser due to an attributable failure to meet his obligations under the agreement, the applicable guarantee and these General Purchase Conditions or by reason of an unlawful act on the part of the Supplier.
2. The Supplier shall indemnify the User against all claims by third parties, including claims by employees of the User and claims by Purchasers arising from/related to the aforesaid attributable failure or unlawful act of the Supplier.
3. The Supplier shall pay the User compensation for any damage he may incur as a result of the Purchaser claiming the applicable guarantee or otherwise claims that the items do not conform to the agreement or concern unsafe/defective products.
4. The Supplier is obliged to take out insurance and remain insured against the liability referred to in this Article and shall allow the User inspection of the insurance policy and the accompanying premium payment receipts on its first demand.

Article 11: Invoicing and payment

1. Unless parties agree otherwise in writing, the User shall pay a clear and specified invoice within 45 days after receipt.
2. This invoice contains at least the following details:
 - a. description of the delivered items and the delivered numbers or quantities;
 - b. date of delivery;
 - c. contract number (if applicable);
 - d. order number (if applicable);
 - e. project name or project number if provided by the User;
 - f. VAT number.
3. If delivery of the items should take place after receipt of the invoice, the User shall make payment within 45 days after receipt of the items at the latest.
4. The User shall, in any case, only have to pay after acceptance of the delivered items. If the invoice does not comply with the requirements referred to in paragraph 2, the User may refuse the invoice and suspend payment.
5. The agreed payment terms shall never be final deadlines. If the User fails to meet his payment obligations (on time), the Supplier must give notice of default to him and grant reasonable time to meet these payment obligations at a later date.
6. Payments by the User shall always relate to the specific invoice stated and may never be attributed to any other claims that the Supplier has against the User, without the prior consent of the User.
7. The User may at all times set off the invoice amounts against claims that the User still has against the Supplier or shall have against the Supplier within the invoice term.

Article 12: Intellectual property rights

1. The User is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the documents and/or items provided to the Supplier by the User - whether or not for the benefit of the offer. These documents and/or items shall furthermore remain the property of the User. The Supplier shall return these immediately on the User's request free of charge. The exercise of these rights, both during and after the execution of the agreement, is explicitly and exclusively reserved to the User.
2. This means, among other things, that the Supplier may not:
 - a. use any documents or items supplied by the User outside the context and the purpose indicated by the User;
 - b. multiply, supply to third parties or give any third party right of inspection of any documents supplied by the User;
 - c. supply to third parties, copy, change reproduce, etc. any items or parts supplied by the User; without the prior written permission of the User.
3. Unless parties agree otherwise in writing, the User shall be granted a right of use by the Supplier for the delivered items free of charge in the form of a worldwide non-exclusive license.
4. The Supplier furthermore guarantees that any documents, items, samples, models, etc. provided and delivered by it to the User shall not infringe any intellectual property right of any third party. The Supplier is liable for any damage that the User suffers because of such infringements and shall indemnify it against any claims from third parties.

Article 13: Bankruptcy, loss of power to dispose of property, etc.

1. The User may terminate the agreement without any notice of default by a written statement to the Supplier, at the time when the Supplier:
 - a. is declared bankrupt or files for bankruptcy;
 - b. applies for (temporary) suspension of payment;
 - c. is affected by enforceable seizure;
 - d. is placed under guardianship or judicial supervision;
 - e. otherwise loses the power to dispose of its property or loses legal capacity regarding all or part of its assets.
2. The Supplier shall always inform the guardian or administrator of the (contents of the) agreement and these General Purchase Conditions.

Article 14: Force majeure

1. In the event of force majeure of the Supplier or the User, the latter may terminate the agreement by means of a written statement to the Supplier or suspend compliance with his obligations towards the Supplier for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to the User shall include: a non-culpable shortcoming by the User or other serious grounds on the part of the User.
3. In any case force majeure applies to the User in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of the User or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures, natural phenomena, (natural) disasters and suchlike.
4. The Supplier shall inform the User with immediate effect of an occurring or impending force majeure situation on his part, followed by a written confirmation stating the consequences that the force majeure situation shall have (is expected to have) for the agreed delivery(ies).

Article 15: Applicable law, jurisdiction

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. Any disputes will be submitted to the competent court in the place where the User is established, although the User shall always retain the right to submit a dispute to the competent court in the place where the Supplier is established.
3. If the Supplier is established outside the Netherlands, the User shall have the option to submit the dispute to the competent court in the country or the state where the Supplier is established.

Date: November 6, 2018