

GENERAL TERMS AND CONDITIONS – Boxpert b.v.

ARTICLE 1 – Scope

1. These General Terms and Conditions govern all our offers and all agreements arising between Boxpert B.V. and the customer.
2. Before the agreement is entered into, a copy of these General Terms and Conditions is made available to the customer. If this proves to be reasonably impossible, the customer is informed, before the agreement is entered into, that the General Terms and Conditions are available for inspection at Boxpert B.V.'s offices.

ARTICLE 2 – Quotations and prices

1. All our offers, irrespective of how they are made, and all parts thereof are always subject to change.
2. Illustrations and descriptions of machines, both in quotations and in order confirmations and in catalogues, prospectuses etc. provided by us, never bind us with respect to the construction and exterior of the machines to be delivered.
3. Delivery times stated in the order confirmation can only be realised if we receive deliveries in good time. If we do not receive deliveries in good time, our delivery time may be extended by the same period.
4. We do not accept any liability with respect to a year of manufacture of a used machine that we state.
5. If we do not receive deliveries in time, we have a choice between extending our delivery time by the same period, terminating the agreement and offering a machine of the same make and type.

ARTICLE 3 – Delivery

1. Delivery carriage paid means that the usual costs of transport to the place of delivery are included in the price. Delivery takes place on the means of transport. The costs of offloading are not included.
2. The customer is obliged to ensure immediate offloading from the means of transport. Disassembly, unpacking, additional facilities in connection with traffic obstacles etc. and additional waiting times caused by late offloading are not included in the price.
3. The risk in the purchased goods passes to the customer once the means of transport arrives at the place of delivery. In the event of a total loss of the purchased machine before arrival, the supplier must ensure repair as soon as possible, subject to delivery times of the components needed.

ARTICLE 4 – Payment terms

1. If an invoice is not paid within 30 days of the invoice date, interest is charged at 2.5% over the Dutch central bank's EURIBOR rate, subject to a minimum interest rate of 8% per annum.
2. Any and all costs we incur to collect amounts outstanding, both judicial and extra-judicial costs, must be borne by the buyer. Extra-judicial costs are 10% of the amount outstanding at a minimum.
3. Any payments a customer makes is first deducted from any compensation for costs it owes and subsequently from any interest payments it owes. Any remaining payment is deducted from the principal amount outstanding.
4. If any amount owed to us is not paid in time, all amounts owed to us are immediately payable upon demand in full. The same applies if the customer is in a state of bankruptcy, files a petition for suspension of payments, is placed under guardianship, is in the process of winding-up or otherwise loses the power to dispose of all or some of its assets.

ARTICLE 5 – Retention of ownership

1. As long as the customer owes us any amount, irrespective of the reason, we retain the ownership of the machines we have delivered. Ownership does not pass to the customer until all amounts owed are paid to us in full.
2. If the customer fails to pay any amount owed to us immediately, we have the right to seize the machines whose ownership we retained without delay, irrespective of their location. The costs of such seizure are charged to the buyer.
3. As long as the ownership in the goods delivered has not passed to the customer/buyer, it may not pledge those goods or grant any rights in them to third parties and it is obliged to notify Boxpert B.V. of any event that harms or may harm Boxpert B.V.'s interests as the owner of the machines.

ARTICLE 6 - Liability

1. We can never be held liable for any damage or loss the customer may sustain by our failure to deliver the machines we have sold or to deliver them in time or in full.
2. Our liability is limited to the warranty referred to in Article 8 below.
3. Boxpert B.V. cannot be held liable for any damage or loss caused by negligence or mistakes on the part of individuals it employs, except in the event of wilful intent or gross negligence.
4. Unless Boxpert B.V. is liable under the provisions of this article, the customer/buyer holds Boxpert B.V. harmless against all claims from third parties.

ARTICLE 7 – Assembly following delivery and repairs

1. Unless expressly agreed otherwise, we charge all hours worked and travelled, as well as all costs incurred, at our usual rates when making engineers or other individuals available. These rates are available upon request.
2. "Free assembly" is understood to mean that one engineer is made available for assembly free of charge. Any additional engineers or other auxiliary workers needed, as well as any hoisting, transport and cleaning facilities and other tools must be made available by the customer free of charge. Any accommodation expenses incurred outside the Netherlands must be borne by the customer.
3. The customer must, at its own expense, arrange all construction facilities and any mains for gas, power, water or steam required for assembly.
4. We charge for additional waiting times for our workers that are incurred because work to be performed by the customer is not ready in time or because auxiliary tools to be made available are unavailable.
5. Additional hours or hours worked by our workers outside usual working hours are charged to the customer.
6. The customer must hold us and the individuals we employ or engage in the performance of the agreement harmless against any and all claims from third parties relating to any damage or loss such third parties sustain as a direct or indirect consequence of the work we perform.
7. We can never be held liable for failure to adhere to safety provisions or other specific provisions that apply to machines which we deliver at the site where the machines are to be installed and/or used.

ARTICLE 8 – Warranty and claims

1. If we expressly provide a warranty for used machines, this means that we warrant the proper performance of a machine we have delivered for a period of 3 months following delivery.
2. Our liability under the warranty is restricted, at our discretion, to the delivery, free of charge, of replacement components or the repair of defective components.
3. If we do not receive deliveries of the components needed, or do not receive them in time, we are released from our warranty obligation.
4. We cannot be bound to any warranty obligation as long as the customer has failed to fulfil any obligation towards us, in particular if any amount owed to us has not been paid in time.
5. We do not accept any warranty obligation in respect of any machines we have not assembled or to which any repairs have been carried out without our prior written approval.
6. We are not liable for any damage or loss sustained as a result of incompetent handling, defects in the original structure or the absence of the machine's features that we did not expressly promise.
7. Any defect to the machine found must be reported to us in writing within 8 days from its discovery. We can never be held liable for defects which are not reported to us until after the warranty period has expired.
8. If a right to make a claim towards us has not been exercised within 6 months following delivery of a machine, each right to make a claim with respect to that machine is lost.

ARTICLE 9 – Applicable law and choice of forum

1. All legal relationships between Boxpert B.V. and the customer/buyer are exclusively governed by Dutch law, even if an agreement is performed outside the Netherlands in whole or in part.
2. Any disputes that may arise between Boxpert B.V. and a customer/buyer is exclusively settled by the court in Amsterdam, unless mandatory statutory provisions prescribe otherwise.
3. The applicability of the Vienna Sales Convention is excluded.