

TERMS AND CONDITIONS FOR DELIVERY BY WAXHANDS TO NON-CONSUMERS

Article 1. General

1. These terms and conditions apply to every offer, quotation and agreement between 'Waxhands Europe.', hereinafter referred to as: Supplier, and a Counterparty to which the Supplier has declared these terms and conditions applicable, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
2. The present terms and conditions also apply to agreements with the Supplier, for the execution of which the Supplier must involve third parties.
3. These general terms and conditions are also written for the employees of the Supplier and its management.
4. The applicability of any purchase or other conditions of the Other Party is expressly rejected.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be annulled, then the other provisions in these general terms and conditions remain fully applicable. The Supplier and the Other Party will then enter into consultation in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and purport of the original provisions will be taken into account as much as possible.
6. If there is uncertainty regarding the interpretation of one or more provisions of this general terms and conditions, then the explanation must take place 'in the spirit' of these provisions.
7. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
8. If the Supplier does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the Supplier would in any way lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

Article 2 Quotations and offers

1. All quotations and offers from the Supplier are without obligation, unless a period for acceptance has been set in the quotation. A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime.
2. The Supplier cannot be held to its quotations or offers if the Other Party can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.
3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or the offer, the Supplier is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the Supplier indicates otherwise.
5. A composite quotation does not oblige the Supplier to perform part of the order against a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

Article 3 Duration of the contract; delivery periods, execution and amendment of the agreement

1. The agreement between the Supplier and the Other Party is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

2. If a term has been agreed or specified for the completion of certain activities or for the delivery of certain goods, this is never a deadline. If a term is exceeded, the Other Party must therefore give the Supplier written notice of default. The Supplier must be offered a reasonable period of time to still implement the agreement.

3. If the Supplier requires information from the Other Party for the execution of the agreement, the execution period will not commence until after the Other Party has made it correctly and fully available to the Supplier.

4. Delivery takes place ex works of the Supplier. The Other Party is obliged to take delivery of the goods at the time they are made available to him. If the Other Party refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, the Supplier is entitled to store the goods at the expense and risk of the Other Party.

5. The Supplier has the right to have certain activities carried out by third parties.

6. The Supplier is entitled to execute the agreement in different phases and to invoice the part thus executed separately.

7. If the agreement is executed in phases, the Supplier may carry out the execution of that agreement.

suspend parts that belong to a subsequent phase until the Other Party has approved the results of the preceding phase in writing.

8. If during the execution of the agreement it appears that it is necessary to change or supplement it for a proper execution thereof, the parties will adjust the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Other Party, of the competent authorities, etc., is changed and the agreement is thereby changed in qualitative and / or quantitative terms, this may also have consequences for what was originally agreed. As a result, the originally agreed amount can be increased or decreased. The supplier will quote as much as possible in advance. By a change to the agreement, the originally stated period of execution can also be

Changed. The Other Party accepts the possibility of changing the agreement, including the change in price and term of execution.

9. If the agreement is amended, including a supplement, the Supplier is entitled to implement it only after approval has been given by the person authorized within the Supplier and the Other Party has agreed to the price and other conditions specified for the execution, including the time to be determined at that time at which it will be implemented. Failure to carry out the modified or not immediately the agreement does not constitute a breach of contract by the Supplier and is also not a reason for the Other Party to terminate the agreement. Without being in default, the Supplier may refuse a request to change the agreement if this could have qualitative and / or quantitative consequences, for example for the work to be performed or goods to be delivered in that context.

10. If the Other Party should be in default in the proper performance of what it is obliged to do towards the Supplier, the Other Party is liable for all damage (including costs) on the part of the Supplier as a result of this directly or indirectly.

11. If the Supplier agrees a fixed price with the Other Party, the Supplier is nevertheless entitled at all times to increase this price without the Other Party being entitled to dissolve the agreement for that reason, if the increase in the price results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement.

12. If the price increase, other than as a result of an amendment to the agreement, exceeds 10% and takes place within three months after the conclusion of the agreement, then only the Other Party who is entitled to invoke Title 5 Section 3 of Book 6 of the Dutch Civil Code is entitled to dissolve the agreement by means of a written statement, unless the Supplier is still prepared to execute the agreement on the basis of the originally agreed, or if the price increase results from a power or an obligation resting on the Supplier under the law or if it is stipulated that the delivery will take place more than three months after the purchase.

Article 4 Suspension, dissolution and premature termination of the agreement

1. The Supplier is entitled to suspend the fulfilment of the obligations or to dissolve the agreement if:

- the Other Party does not, not fully or not timely fulfil the obligations under the agreement;
- after the conclusion of the agreement, the Supplier becomes aware of circumstances giving good reason to fear that the Other Party will not comply with the obligations;
- the Other Party has been requested at the conclusion of the agreement to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient;
- If, due to the delay on the part of the Other Party, the Supplier can no longer be required to fulfil the agreement under the originally agreed conditions, the Supplier is entitled to dissolve the agreement.

2. Furthermore, the Supplier is entitled to dissolve the agreement if circumstances arise. occur which are of such a nature that fulfilment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably become the Supplier's
Taken.

3. If the agreement is dissolved, the Supplier's claims against the Other Party immediately due and payable. If the Supplier suspends the fulfilment of the obligations, it retains its rights under the law and the agreement.

4. If the Supplier proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage and costs incurred in any way as a result.

5. If the dissolution is attributable to the Other Party, the Supplier is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.

6. If the Other Party does not comply with its obligations arising from the agreement and this non-compliance justifies dissolution, the Supplier is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Other Party is obliged to pay compensation or compensation on account of default.

7. If the agreement is terminated prematurely by the Supplier, the Supplier will, in consultation with the Other Party, ensure the transfer of work still to be performed to third parties. This unless the termination is attributable to the Other Party. If the transfer of the work entails additional costs for the Supplier, these will be charged to the Other Party. The Other Party is obliged to pay these costs within the aforementioned period, unless the Supplier indicates otherwise.

8. In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment if and to the extent that the attachment has not been lifted within three months. burden of the Other Party, of debt restructuring or any other circumstance as a result of which the Other Party can no longer freely dispose of its assets, the Supplier is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation. In that case, the Supplier's claims against the Other Party are immediately due and payable.

9. If the Other Party cancels an order placed in whole or in part, the goods ordered or prepared for this purpose, plus any goods on and delivery costs thereof and the working time reserved for the execution of the agreement will be charged in full to the Other Party.

Article 5 Force majeure

- 1.** The Supplier is not obliged to fulfil any obligation towards the Other Party if it is prevented from doing so as a result of a circumstance that is not due to fault, and is not for its account under the law, a legal act or generally accepted views.
- 2.** In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence in this regard, all external causes, foreseen or unforeseen, on which the Supplier cannot exercise any influence, but as a result of which the Supplier is unable to fulfil its obligations. This includes strikes in the company of the Supplier or of third parties. The Supplier also has the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after the Supplier should have fulfilled its obligation.
- 3.** The Supplier may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without obligation to pay compensation for damage to the other party.
- 4.** For as much as the Supplier at the time of the occurrence of force majeure are obligations under the agreement has in the meantime been partially fulfilled or will be able to fulfil it, and to the fulfilled or to be fulfilled part of independent value, the Supplier is entitled to invoice the already fulfilled or to be fulfilled part separately. The Other Party is obliged to pay this invoice as if there were a separate agreement.

Article 6 Payment and collection costs

- 1.** Payment must be made within 30 days of the invoice date, in a manner to be indicated by the Supplier in the currency in which the invoice was made, unless otherwise indicated in writing by the Supplier. The Supplier is entitled to invoice periodically.
- 2.** If the Other Party fails to pay an invoice on time, the Other Party is in default by operation of law. The Other Party then owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due amount will be calculated from the moment that the Other Party is in default until the moment of payment of the full amount due.
- 3.** The Supplier has the right to have the payments made by the Other Party go first of all to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the current interest.
- 4.** The Supplier may, without thereby being in default, refuse an offer for payment if the Other Party designates a different order for the allocation of the payment. The Supplier may refuse full repayment of the principal sum if the outstanding and accrued interest and collection costs are not also paid.
- 5.** The Other Party is never entitled to set off the amount it has given to the Supplier.
Due.
- 6.** Objections to the amount of an invoice do not suspend the payment obligation. The Other party that is not entitled to invoke section 6.5.3 (Articles 231 to 247 book 6 of the Dutch Civil Code) is also not entitled to suspend the payment of an invoice for any other reason.
- 7.** If the Other Party is in default or in default in the (timely) fulfilment of its obligations, then all reasonable costs for obtaining payment out of court will be borne by the Other Party. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Rapport Voorwerk II. However, if the Supplier has incurred higher collection costs that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Other Party. The Other Party also owes interest on the collection costs due.

Article 7 Retention of title

1. All goods delivered by the Supplier in the context of the agreement remain the property of the Supplier until the Other Party has properly fulfilled all obligations under the agreement(s) concluded with the Supplier.
2. Goods delivered by the Supplier, which pursuant to paragraph 1. are subject to retention of title, may not be resold and may never be used as a means of payment. The Other Party is not authorized to pledge or encumber in any other way the goods subject to the retention of title.
3. The Other Party must always do everything that can reasonably be expected of it to secure the supplier's property rights.
4. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Other Party is obliged to immediately inform the Supplier thereof.
5. The Other Party undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection to the Supplier on first request. In the event of a possible payment of the insurance, the Supplier is entitled to these tokens. As much as necessary, the Other Party undertakes in advance towards the Supplier to cooperate with all that may (prove to be) necessary or desirable in that context.
6. In the event that the Supplier wishes to exercise its property rights referred to in this article, the Other Party shall give unconditional and irrevocable permission in advance to the Supplier and third parties to be designated by the Supplier to enter all those places where the Supplier's property is located and to take back those goods.
7. Only official and approved products of the Supplier must be used by the other party.

Article 8 Guarantees, research and complaints, limitation period

1. The goods to be delivered by the Supplier meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Netherlands. The guarantee mentioned in this article applies to goods that are intended for use within the Netherlands. In the event of use outside the Netherlands, the Other Party must itself verify whether the use thereof is suitable for use there and meet the conditions that are set for this. In that case, the Supplier may impose other guarantees and other conditions with regard to the goods to be delivered or the work to be carried out.
2. The guarantee referred to in paragraph 1 of this article applies for a period of one year after delivery, unless the nature of the delivered goods dictates otherwise or the parties have agreed otherwise. If the guarantee provided by the Supplier concerns an item that was produced by a third party, the guarantee is limited to that provided by the producer of the item for it, unless otherwise stated.
3. Any form of guarantee shall lapse if a defect has arisen as a result of or results from improper or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Other Party and / or by third parties when, without written permission from the Supplier, the Other Party or third parties have made or attempted to make changes to the item, other goods were attached which do not need to be attached to it or if they have been removed or processed in a manner other than that prescribed. The Other Party is also not entitled to a warranty if the defect is caused by or is the result of circumstances over which the Supplier has no influence, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) et cetera.

4. The Other Party is obliged to examine the delivered goods (or have them examined) immediately at the moment that the goods are made available to him or the relevant work has been carried out. In doing so, the Other Party must examine whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements that the parties have agreed in this respect. Any visible defects must be reported to the Supplier in writing within seven days of delivery. Any non-visible defects must be reported to the Supplier in writing immediately, but in any case no later than fourteen days after discovery thereof. The report shall contain as detailed a description as possible of the defect, so that the Supplier is able to respond adequately. The Other Party must give the Supplier the opportunity to investigate a complaint or have it investigated.
5. If the Other Party complains in time, this does not suspend its payment obligation. The In that case, the other party also remains obliged to purchase and pay for the otherwise ordered goods.
6. If a defect is reported later, the Other Party is no longer entitled to repair, replacement or compensation.
7. If it is established that an item is defective and a complaint has been made in this regard in good time, the Supplier will replace the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by the Other Party, at the discretion of the Supplier, replace or arrange for repair thereof or pay replacement compensation to the Other Party for this. In the event of replacement, the Other Party is obliged to return the replaced item to the Supplier and to transfer ownership thereof to the Supplier, unless the Supplier indicates otherwise.
8. If it is established that a complaint is unfounded, the costs incurred as a result, including the investigation costs, on the part of the Supplier as a result, will be fully borne by the Other Party.
9. After expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs will be charged to the Other Party.
10. By way of derogation from the statutory limitation periods, the limitation period of all claims and defences against the Supplier and the third parties involved by the Supplier in the execution of an agreement, one year.

Article 9 Liability

1. If the Supplier should be liable, this liability is limited to what is regulated in this provision.
2. The Supplier is not liable for damage, of whatever nature, caused by the Fact that the Supplier has assumed incorrect and / or incomplete information provided by or on behalf of the Other Party.
3. If the Supplier should be liable for any damage, the Supplier's liability shall be limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.
4. The supplier's liability is in any case always limited to the amount of the payment of his insurer in any case.
5. The Supplier is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the supplier's defective performance comply with the agreement, insofar as these can be attributed to the Supplier and reasonable costs, made to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.

7. The Supplier is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Supplier or its managerial subordinates.

Article 10 Transfer of risk

1. The risk of loss, damage or depreciation passes to the Other Party at the moment when goods to the Other Party are brought into the control of the Other Party. Article 11 Indemnification 1. The Other Party indemnifies the Supplier against any claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to parties other than the Supplier.

2. If the Supplier should be held liable by third parties for this reason, the Other Party is obliged to assist the Supplier both outside and in court and to immediately do everything that may be expected of him in that case. If the Other Party fails to take adequate measures, the Supplier is entitled, without notice of default, to do so itself. All costs and damage on the part of the Supplier and third parties arising as a result are entirely at the expense and risk of the Other Party.

Article 12 Intellectual property

1. The Supplier reserves the rights and powers that belong to it on the basis of the Copyright Act and other intellectual laws regulations. The Supplier has the right to use the knowledge gained by the execution of an agreement on its side for other purposes, insofar as no strictly confidential information of the Other Party is brought to the knowledge of third parties.

Article 13 Applicable law and disputes

1. All legal relationships to which the Supplier is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. The court in the supplier's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Supplier has the right to submit the dispute to the competent court according to the law.

3. The parties will only appeal to the court after they have reached their limits. attempted to settle a dispute by mutual agreement.

Article 14 Location and modification of conditions

1. These conditions can also be found on www.waxhands.eu/voorwaarden

2. The last available version or the version as it applied at the time of the establishment of the legal relationship with the Supplier always applies.

3. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.

Thus agreed and drawn up in duplicate, signed below.

Date, place:

Date, place:

Supplier:

Other party:
