

General Terms and Conditions Ibexx Flooring Group B.V.

These general terms and conditions were filed with the Chamber of Commerce on 25 July 2024.

Article 1: Applicability

1. These general terms and conditions apply to all contracts, offers and purchase agreements between the seller and the buyer.
2. Insofar as the buyer refers to other terms and conditions in its offer or acceptance, their applicability is expressly rejected.
3. In the event the seller concludes agreements more than once, the present general terms and conditions will each time apply to all subsequent agreements, irrespective of whether or not they have been expressly declared applicable.
4. If one or more provisions of the general terms and conditions are void or are declared void in whole or in part, the remaining provisions of these general terms and conditions will continue to apply in full. In such cases, the parties will consult in order to agree new provisions to replace the provisions that are void or declared void, in which connection the purpose and purport of the original provision are taken into account if and as much as possible.
5. In these general terms and conditions, the term 'in writing/written' includes 'by e-mail'.

Article 2: Offers

1. All offers made by the seller are without obligation and may be withdrawn or changed for as long as the seller has not confirmed in writing that it agrees to the buyer's acceptance, unless expressly determined otherwise in the offer.
2. Announcements, commitments and/or recorded contracts only bind the seller if and insofar as they have been confirmed in writing by the seller.
3. The seller reserves the right to refuse a contract without providing reasons.
4. Offers do not apply automatically to future contracts.

Article 3: Formation of the agreement

1. The agreement is formed at the moment that:
 - it is laid down in writing by the parties in an agreement signed by them;
 - following receipt of the written acceptance by the buyer of an offer made by the seller, unless the seller withdraws its offer immediately after acceptance by the buyer; or
 - the seller has commenced performance of the agreement. In case of oral agreements, the invoice will be deemed to represent the agreement correctly and fully, subject to complaints submitted within 30 days after the invoice date.
2. Oral commitments and agreements reached with the seller's subordinates do not bind until and insofar as they have been confirmed in writing by the seller.
3. The seller concludes every agreement subject to the condition subsequent that the seller's credit insurer insures the claim against the buyer. In the event the seller's credit insurer refuses to insure the claim against the buyer or allows the cover of the insurance of one or more claims against the buyer to lapse, the seller will have the right to dissolve the agreement with the buyer or to suspend its performance. The seller is not liable for damage sustained by the buyer as a result of this dissolution or suspension.

Article 4: Changes

1. Changes to the offer or purchase agreement and deviations from these general terms and conditions will only be effective if they have been agreed in writing or orally between the seller and the buyer.
2. In the event changes result in an increase or decrease in costs, a change to the purchase price resulting therefrom must be agreed in writing between the parties.
3. In the absence of agreement regarding the change to the purchase price, a dispute will exist between the parties to which article 19 of these general terms and conditions applies.

Article 5: Quality and description

1. The seller commits towards the buyer that it will deliver the goods to it as described, with the quality and in the quantity as further set out in the offer or specification, which may have been changed at a later moment.
2. In the event the seller has shown or provided a model, sample or example, it will be assumed that it was shown or provided exclusively by way of illustration: the characteristics of the goods to be delivered may deviate from the sample, model or example, unless expressly agreed that delivery would take place in accordance with the sample, model or example shown or provided.
3. Minor deviations in quality, dimensions, weight, colour and/or other specifications that cannot be avoided in a technical sense, or which are permitted pursuant to sound business practice, do not constitute a failure on the part of the seller to comply with its obligations.
4. The seller does not guarantee that the goods are suitable for the purpose for which the buyer wishes to use them, not even in the event this purpose was communicated to the seller, unless the contrary was agreed between the parties.

Article 6: Performance of the agreement

1. The seller determines the manner in which the agreement will be performed, insofar as the parties have not expressly agreed otherwise. The seller has the right to make partial deliveries and to invoice the partial deliveries separately.
2. If and insofar as required for the proper performance of the agreement, the seller has the right to have certain activities performed by third parties.
3. The buyer will provide the seller with all items and information that are necessary or which the buyer should reasonably understand to be necessary for the performance of the agreement by the seller free of charge, in time and at its own initiative. The consequences of errors and gaps therein and in the buyer's designs or specifications are for the buyer's risk. The seller is not liable for damage of any kind due to the fact that the seller assumed incorrect and/or incomplete information provided by the buyer.
4. The buyer indemnifies the seller against possible claims from third parties that sustain damage in connection with the performance of the agreement and that is attributable to the buyer.

Article 7: Delivery

1. Unless the parties have agreed otherwise in writing, goods will be delivered "Free Carrier (FCA)" in accordance with the version of ICC Incoterms that applies at the moment the order is placed. The agreed manner of delivery also applies with respect to all subsequent agreements.
2. The buyer will be obliged to take delivery of the goods at the moment goods are made available to the buyer or presented for delivery to the buyer in accordance with the agreed Incoterms or a different delivery arrangement. If the buyer does not take delivery of the goods for any reason whatsoever, delivery can take place by means of a written notification thereof by the seller (delivery constitutum possessorium).
3. In the event the buyer has not taken delivery of the goods and materials after expiry of the delivery term, the goods will be available to it for a period of at most 2 months. Storage will take place for the buyer's account and risk.
4. An agreed delivery time is not a strict deadline, unless expressly agreed otherwise. If the buyer is of the opinion that the seller does not deliver in time, the buyer will be obliged to give the seller written notice of default in this connection.
5. If changes to the order made by the buyer mean that additional time is required for performance of the agreement, the delivery time will be extended by that additionally required time.

Article 8: Time limit for lodging complaints

1. The buyer is required to examine the goods purchased and/or the works delivered or have them examined upon delivery or as soon as possible thereafter. The buyer is required to establish whether the goods delivered comply with the agreement, namely:
 - whether the right goods were delivered;
 - whether the goods delivered correspond to the matters agreed as regards dimensions, number and quantity;

- whether the goods delivered comply with the agreed quality requirements or, in the absence of such requirements, with requirements that may be imposed with respect to normal use and/or for commercial purposes.
- 2. The buyer is required to report any visible defects or shortcomings to the seller in writing within 7 calendar days after delivery, but in any event before the good is processed or sold, failing which all rights on the part of the buyer against the seller relating to visible defects or shortcomings will lapse.
- 3. The buyer is required to report any invisible defects to the seller within 7 days after they are discovered or should reasonably have been discovered, but in any event within 3 months after delivery, failing which all rights on the part of the buyer against the seller relating to invisible defects or shortcomings will lapse.
- 4. The seller will handle the complaint immediately after it is reported, with the exception of complaints submitted too late as referred to in paragraphs 2 and 3 of this article. The buyer must afford the seller the opportunity to investigate the complaint.
- 5. The buyer's obligation to pay and take delivery of orders placed continues to apply also if the buyer complains in time. Goods may only be returned to the seller following prior written approval and for the buyer's account and risk.

Article 9: Risk transfer

1. If the buyer refuses to take receipt of the goods, the seller's claims against the buyer, including the costs of transport and storage, will be immediately due and payable.
2. The risk of loss or damage to the goods that are the subject of the agreement passes to the buyer at the moment the goods are delivered to the buyer.

Article 10: Force majeure

1. The delivery period referred to in article 7 is extended by the period during which the seller is prevented from complying with its obligations as a result of force majeure.
2. Force majeure on the part of the seller applies in the event the seller is prevented from complying with its obligations under this agreement, or the preparation thereof after the purchase agreement has been concluded, as a result of war, the threat of war, civil war, terrorism, riots, acts of war, a pandemic or epidemic, fire, water damage, floods, strikes, factory occupation, lock-outs, import and export impediments, government measures, machine defects, IT problems, such as hacking, disruptions to the power supply, all of the above both at the seller's business and at third parties from which the seller is required to purchase all or part of the required materials or raw materials, as well as during storage or transport, whether or not under its own management, and furthermore as a result of all other causes that arise through no fault of the seller or that are beyond the seller's control.
3. In the event delivery is delayed by more than two months due to force majeure, both the seller and the buyer will have the right to consider the agreement terminated. In such cases, the seller will only be entitled to compensation of the costs it has incurred. The seller is not liable to the buyer for damage sustained by the buyer due to the termination of the agreement as a result of force majeure.
4. In the event force majeure arises, while the agreement was already performed in part, the buyer will keep the part of the goods already delivered and pay the purchase price due in this connection. However, if the buyer is able to demonstrate that the part of the goods already delivered can no longer be used effectively by the buyer as a result of the non-delivery of the remaining goods, the buyer will have the right to consider the agreement terminated also with respect to the part already performed, subject to the obligation to send back to the seller everything already delivered to it for the buyer's account and risk.

Article 11: Dissolution

1. The buyer will be in default with immediate effect and the seller will have the right to dissolve all or part of the agreement unilaterally without giving notice of default and without judicial intervention by means of a registered letter or bailiff's notification, if:
 - the buyer fails to comply with its obligations arising from the agreement or from other agreements that arise from it;
 - circumstances that have come to the seller's attention after conclusion of the agreement give it well-founded reasons to fear that the buyer will not comply with its obligations or that it will not do so in time or in full;

- in case of liquidation, (application or own petition for) bankruptcy or (provisional) suspension of payment of the buyer, or in the event an attachment was levied against the buyer if and insofar as the attachment has not been lifted within two months;
 - the buyer was requested upon conclusion of the agreement to provide security for compliance with its obligations arising from the agreement and this security is not provided or is insufficient.
2. The seller is furthermore authorised to dissolve the agreement in case of circumstances that are such in nature that performance of the agreement cannot be required or can no longer be required in accordance with the standards of reasonableness and fairness or if other circumstances arise that are such in nature that unaltered maintenance of the agreement cannot reasonably be expected.
 3. Claims that exist between the parties become immediately due and payable as a result of the dissolution. The buyer is liable for damage sustained by the seller, including loss of profit and transport costs.

Article 12: Prices and payment

1. The agreed prices are fixed and exclusive of VAT or other taxes and include all costs related to compliance with the seller's obligations.
2. Unless a different payment term was expressly agreed, payment must be made within 30 days after the invoice date by crediting the amount due to the seller's bank account in the currency indicated in the invoice.
3. In the event the buyer fails to pay within the term of 30 days, the buyer will be in default by operation of law, without requiring notice of default. At such times, the buyer will owe interest of 1% per month or part of a month. The interest on the amount due will be calculated from the moment the buyer is in default until the moment the amount has been paid in full.
4. The seller has the right to charge an advance payment or to have an invoice paid entirely in advance.
5. In the event the buyer fails to comply with its payment obligations in time and does not comply with a notice of default within a term of one week, the seller will have the right to consider the purchase agreement dissolved without judicial intervention. In such cases, the buyer will be liable for the damage sustained by the seller, which will consist of lost profit, transport costs and the costs of the notice of default among other things.
6. In the event the seller implements extrajudicial measures in case of breach of contract on the part of the buyer, the related costs will be for the buyer's account. This concerns the costs in respect of the principal sum in accordance with the Extrajudicial Collection Costs (Fees) Decree of 1 July 2012. These extrajudicial costs are at least € 40 and at most € 6,775 depending on the principal sum.
7. The seller will inform the buyer of an intention to increase the price or the rate. In doing so, the seller will indicate the amount of the increase as well as the date on which it enters into effect.

Article 13: Export

1. Unless otherwise agreed in writing, the buyer is required to pay the price in advance in case of export transactions.
2. The buyer guarantees that in the event an import licence or permit is required for the import of goods in the country of destination, such an import licence or such an import permit has been or will be obtained prior to shipment.
3. If the seller arranges for transport or storage of the goods that are the subject of the agreement, this shall take place at the buyer's expense.

Article 14: Guarantee

1. The guarantee provided by the seller concerns exclusively the soundness of the goods delivered by it; all of the this in accordance with the related specification, for a period of 3 months after delivery. All liability on the part of the seller for defects discovered later is excluded.
2. In the event it becomes apparent during the guarantee period that the goods delivered by it were unsound, the seller will at its discretion:
 - replace the goods delivered subject to the buyer's obligation to return to the seller the goods that contain defects if the seller so wishes;

- repair the defect free of charge in accordance with the agreed specification, in which connection the buyer will afford the seller the opportunity to do so without charging any costs and it will furthermore make all necessary and customary facilities available in time and in the correct location; or
 - credit the amount already paid by the buyer.
3. The obligation to rectify a defect does not extend to repair consequential damage and does not comprise activities or deliveries not included in the agreement.

Article 15: Liability

1. The seller's liability in connection with possible shortcomings in the goods delivered by it or other failures in the performance of the agreement is limited to the guarantee obligations set out in article 14, with due observance of the provisions of article 8.
2. In the event the seller is liable for any damage, it will only be obliged to reimburse that damage for which it is insured or should reasonably have been insured in accordance with common practice in the industry. In the event the seller's insurer does not provide cover, the seller's liability will be limited to at most the invoice amount or, at any rate, that part of the invoice to which the liability relates.
3. If the seller is liable for direct damage, liability will be limited to the value of the products delivered.
4. With the exception of intent on the part of the seller, the seller's liability for direct trading loss, consequential or indirect damage will always be excluded.
5. In addition, the seller is not liable for damage that arises as a result of the fact that the goods do not meet statutory or other requirements imposed or to be imposed by the government or certification bodies with respect to the quality of these goods.
6. The buyer will indemnify the seller and its employees against all claims brought by third parties in connection with the performance of the agreement by the seller, insofar as those claims exceed or are different from those the buyer has against the seller.

Article 16: Confidentiality and intellectual property

1. The buyer commits that it will observe strict confidentiality regarding all data and information relating to the seller, both during the agreement and after it has ended, insofar as these data were provided in confidence or are clearly confidential in nature.
2. The seller reserves all rights, including intellectual property rights pertaining to the products delivered by it. The buyer commits that it will not infringe or affect these rights in any way, direct or indirectly, by using them or otherwise, and acknowledges that the seller is the entitled party in this connection.

Article 17: Retention of title

1. The seller retains title to the goods for as long as the buyer has not paid the full amount of the purchase price plus any additional costs or provided security in this connection. In such cases, ownership passes to the buyer as soon as the buyer has complied with all of its obligations towards the seller.
2. Goods delivered by the seller that are covered by the retention of title pursuant to paragraph 1 of this article may only be sold by the buyer as part of its normal business operations, provided the buyer also stipulates a retention of title in this connection. Reselling as part of normal business operations does not apply in any event in case of bankruptcy or a suspension of payment on the part of the buyer. Otherwise, the buyer is not authorised to pledge the goods or to create a different right in respect of them.
3. In the event the buyer fails to comply with its obligations or there is a well-founded fear that it will do so, the seller will have the right to remove the goods subject to the retention of title referred to in paragraph 1 of this article or have them removed from the buyer or the third parties that hold the goods on behalf of the buyer. The buyer hereby grants the seller approval in advance to enter all those areas where the seller's property is located should the occasion arise. The buyer is obliged to cooperate fully in this connection subject to forfeiture of an immediately due and payable penalty without requiring notice of default amounting to 10% of the amount owed by it, without prejudice to the seller's right to continue to claim performance.
4. The buyer commits that at the seller's first request:
 - it will insure the goods delivered subject to retention of title and keep them insured against damage resulting from fire, explosion and water and against theft and provide the policy of this insurance for inspection;

- it will pledge to the seller all claims against insurers with respect to the goods delivered subject to retention of title in the manner prescribed in Article 3:239 of the Dutch Civil Code;
- it will pledge to the seller the claims the buyer acquires against its customers when reselling the goods delivered subject to retention of title in the manner prescribed in Article 3:239 of the Dutch Civil Code;
- it will mark the goods delivered subject to retention of title as the seller's property;
- it will cooperate in all reasonable measures the seller wishes to implement in order to protect its right of ownership with respect to the goods and which do not hinder the buyer unreasonably in the normal conduct of its business.

Article 18: Translations of these conditions

1. The version of these conditions drawn up in the Dutch language is authentic. If these conditions have been drawn up in a different language, this concerns a translation of the Dutch text. If a translation conflicts with the Dutch text in any way, the Dutch text prevails.

Article 19: Applicable law and competent court

1. All agreements between the parties, which include these general terms and conditions, are governed by Dutch law.
2. The Vienna Sales Convention (Vienna Convention on Contracts for the International Sale of Goods, Vienna 11 April 1980, Treaty Series 1981, 184 and 1986, 61) is excluded between the parties and therefore does not apply.
3. All disputes that may arise between the parties pursuant to their agreement or further agreements, will be settled in the first instance by the competent court in the place where the seller has its place of business (Overijssel District Court, Zwolle location).
4. A dispute is deemed to exist as soon as one of the parties declares this.