

# General Terms and Conditions

Rob van Boxtel Equestrian BV  
Handelsweg 8A  
5492 NL Nijnsel

## Article 1 Definitions

- 1.1 In these general conditions the following terms are given the following meaning, unless explicitly indicated otherwise:
- |                 |   |
|-----------------|---|
| Rob van Boxtel: | the user of these General Terms and Conditions;   |
| Customer:       | the other contracting party to the user, whether or not acting in the exercise of a profession or business; |
| Agreement:      | the agreement between Rob van Boxtel and the Customer;  |

## Article 2 General

- 2.1 These terms and conditions apply to every offer, tender and agreement between Rob van Boxtel and a Customer, as far as parties have not deviated from these conditions explicitly and in writing.
- 2.2 The present conditions are also applicable on agreements with Rob van Boxtel, for the execution of which Rob van Boxtel is required to involve third parties.
- 2.3 Possible deviations from these general conditions shall only be valid provided they have been explicitly agreed upon in writing.

## Article 3 Offers, tenders and materialisation of agreement

- 3.1 All offers and tenders shall be free of obligation and shall be made in written form, unless Rob van Boxtel has to cancel this written offer due to practical, urgent or other reasons. The offer shall bear a date or shall provide the possibility to be determined according to the date.
- 3.2 Rob van Boxtel shall only be bound to offers and tenders if their acceptance is confirmed by the Customer, preferably in writing, within 30 days. All prices stated in a tender are exclusive of VAT, unless indicated otherwise.
- 3.3 Rob van Boxtel cannot be held to its offers and tenders when the Customer ought fairly and reasonably, having regard to common commercial practices, to have understood that the offer or tender or part thereof, contains an apparent mistake or error in writing.
- 3.4 In the event that an acceptance differs (on minor points) from the bid made in the tender, Rob van Boxtel shall not be bound by it. The agreement will then not come into being in accordance with this deviating acceptance, unless Rob van Boxtel indicates otherwise.
- 3.5 A combined quota shall not oblige Rob van Boxtel to deliver a part of the goods included in the offer or tender at a corresponding portion of the price specified.
- 3.6 Offers and tenders shall not automatically apply to follow-up orders.
- 3.7 An agreement shall be concluded by timely acceptance by the Customer of an offer by Rob van Boxtel.

#### **Article 4      Delivery and retention of title**

- 4.1      Unless otherwise agreed, delivery will be ex the warehouse of Rob van Boxtel.
- 4.2      The Customer is obliged to accept delivery of the purchased goods the moment said goods are made available to him or handed over to him.
- 4.3      In the event that the Customer refuses acceptance or omits to furnish the information or instructions which are necessary for the delivery, the goods intended for delivery shall be stored at the risk of the Customer, once Rob van Boxtel has notified him accordingly. The Customer shall in such case be due all additional costs.
- 4.4      If Rob van Boxtel and Customer agree upon service, the purchased goods shall be delivered free of charge, unless Rob van Boxtel communicated the conditions laid down to the consumer the moment the agreement was concluded. In the event of delivery, Rob van Boxtel shall reserve the right to invoice the service charge separately.
- 4.5      If it has been agreed that the delivery services shall be provided in stages, Rob van Boxtel can suspend the execution of the parts belonging to a following stage until the Customer has approved in writing the results of the stage prior to it.
- 4.6      If Rob van Boxtel requires information in the framework of the execution of the agreement, the delivery time will start after the Customer has provided Rob van Boxtel with this data.
- 4.7      If Rob van Boxtel has given a term for delivery, this is an indication. A stated delivery time is therefore never a strict deadline. The final delivery time shall, however, never exceed the given time of delivery by more than one week, unless the circumstances are beyond control. Upon exceeding the term of delivery, the Customer must give Rob van Boxtel notice of default in writing.
- 4.8      Rob van Boxtel retains ownership of all delivered products until the purchase price and possible other costs incurred in the meantime, have been paid in full.

#### **Article 5      Guarantees**

- 5.1      Rob van Boxtel guarantees that the goods to be delivered conform to the customary requirements and standards that can be made upon them and that they shall be free from any defect whatsoever.
- 5.2      The guarantee mentioned under 5.1 shall equally apply if the goods to be delivered are destined for use abroad and if the Customer explicitly notified Rob van Boxtel in writing of such use at the time the agreement was concluded.
- 5.3      The guarantee mentioned under 5.1 shall apply for the period of the manufacturer warranty.
- 5.4      Rob van Boxtel supplies the Customer with a written guarantee certificate. In the absence thereof, the proof of purchase shall serve as proof with respect to the guarantee.
- 5.5      If the goods to be delivered fail to comply with these guarantees, Rob van Boxtel shall within a reasonable period after receiving a written notification regarding the defect from the Customer, if the goods cannot reasonably be returned, see to the repair or replacement at Rob van Boxtel's choice. In the event of replacement, the Customer hereby undertakes to return the replaced product to Rob van Boxtel and to allow ownership thereof to revert to Rob van Boxtel.
- 5.6      The guarantee defined in this article is not valid if the defect occurs as a result of improper or inappropriate use or if, without the written permission of Rob van Boxtel, the Customer or any third

party made changes or attempted to make changes to the product or have used the product for purposes not intended.

- 5.7 In case the delivered good does not comply with the agreement and this non-conformity is a defect as mentioned in the product-liability rules, Rob van Boxtel is not liable for any consequential damage resulting thereof.
- 5.8 If a sample or model was shown or given to the Customer by Rob van Boxtel, Rob van Boxtel warrants that the good shall correspond with it unless the showing happened, or the sample was given by way of indication.

## **Article 6 Inspection and Complaints**

- 6.1 The Customer shall be held to inspect the delivered goods the moment of delivery or, but in any case, in as short a period of time as possible. In this respect, the Customer must ascertain whether the quality and quantity of the goods delivered correspond with what was agreed upon or at any rate meets the requirements applicable thereto in normal (commercial) dealings.
- 6.2 Possible visual shortcomings must be communicated in writing to Rob van Boxtel within three days following delivery and this with simultaneous submission of the guarantee certificate and the defect good, unless the latter is impossible or unreasonably onerous.
- 6.3 The Customer must inform Rob van Boxtel of a non-visible defect within 8 days following its detection, however in any case before the guarantee period expires, observing the stipulations of the previous paragraph of the present article. When the guarantee period expires, Rob van Boxtel is entitled to charge the Customer for all repair or replacement costs, including administration and shipment costs as well as call-out charges.
- 6.4 If in accordance with the previous paragraph, the complaint is filed in due time, the Customer shall still be held to take delivery and effect payment of the goods purchased. If the Customer wishes to return defect goods, this shall follow prior consent in writing from Rob van Boxtel and in a manner as indicated by Rob van Boxtel.

## **Article 7 Transfer of Risk**

- 7.1 The risk of loss or damage to the products that are the subject of the agreement, will pass to the Customer the moment that they are legally and/or actually delivered to the Customer and thereby come into the control of the Customer or any third party appointed by the Customer.

## **Article 8 Price Increase**

- 8.1 If Rob van Boxtel agrees upon a certain price with the Customer the moment the agreement is concluded, Rob van Boxtel shall nevertheless be entitled to raise the price, even in the event that the initial price was not given subject to approval.
- 8.2 If a price increase occurs within three months after the conclusion of an agreement, the Customer may dissolve the agreement by means of a written declaration, regardless the percentage with which the price was increased, unless
- the price increase is the result of a legal power or for Rob van Boxtel obligation by virtue of law
  - if it is stipulated that the delivery period is more than three months after the purchase

## **Article 9      Payment**

- 9.1 Unless agreed upon otherwise, payment must be made net cash upon delivery.
- 9.2 In the event payment is not made in cash or it is agreed otherwise, it must be effected within 14 days of the invoice date, in a manner to be designated by Rob van Boxtel and in currency in which the goods were invoiced.
- 9.3 Objections against the amount of the invoices, shall not suspend the payment obligation.
- 9.4 After the expiry of 14 days after the invoice date, the Customer shall be deemed in default by operation of law; commencing on the moment the Customer is in default, they shall owe an interest of 1% per month on the amount due and payable, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply.
- 9.5 In case of bankruptcy, suspension of payment or placement under curatorship, the claims of Rob van Boxtel and the obligations of the Customer vis à vis Rob van Boxtel shall become due immediately.
- 9.6 Rob van Boxtel shall be entitled to apply the payments made by the Customer firstly to reduce any costs and subsequently to reduce the accumulated arrear interests and finally to reduce the principal sum and accrued interest. Rob van Boxtel shall have the right to refuse a payment offer, without thereby being deemed in default, if the Customer indicates a different order of allocation. Rob van Boxtel shall be entitled to refuse the settlement in full of the principal sum, if said payment does not include the arrear interest, current interest and the costs.

## **Article 10      Suspension and Dissolution**

- 10.1 Rob van Boxtel is authorised to suspend the fulfilments of the obligations under the agreement or to dissolve the agreement, in the event that:
- the Customer fails to fulfil or fails to fully fulfil their obligations arising from the agreement.
  - after the agreement has been concluded, Rob van Boxtel learns of circumstances giving good ground to fear that the Customer will not fulfil their obligations. If good ground exists to fear that the Customer will only partially or improperly fulfil their obligations, suspension shall be only allowed in so far, the shortcoming justifies such actions.
  - on conclusion of the agreement the Customer is requested to provide security to guarantee the fulfilment of their obligations resulting from the agreement and such security is not provided or is inadequate.
- 10.2 Moreover, Rob van Boxtel is authorised to dissolve the agreement (or have it dissolved) if circumstances arise of such nature that compliance with the agreement becomes impossible or can no longer be demanded according to any measure of reasonableness and fairness, or if other circumstances of such nature arise so that the unaltered continuation of the agreement can no longer be expected in all reasonableness.
- 10.3 If the agreement is dissolved, Rob van Boxtel's claims against the Customer shall be immediately due and payable. If Rob van Boxtel suspends fulfilment of his obligations, he shall retain his rights under the law and the agreement.
- 10.4 Rob van Boxtel shall always retain the right to claim damages.

## **Article 11      Collection charges**

- 11.1    If the Customer fails to fulfil their obligations or defaults on one or more of them, then all reasonable costs incurred to obtain compliance extrajudicially are at the expense of the Customer. If the Customer remains in default of payment within the set time period, he forfeits an immediately payable fine of 15% on the amount due at that moment, with a minimum sum of €50,00.
- 11.2    If Rob van Boxtel demonstrates that he has incurred higher costs, that were reasonably necessary, these are also eligible for compensation.
- 11.3    Any reasonable judicial and enforcement costs possible incurred shall equally be borne by the Customer.
- 11.4    The Customer shall owe interest over the made collection charges.

## **Article 12      Safeguards**

- 12.1    The Customer indemnifies Rob van Boxtel for any third-party claims regarding intellectual property rights pertaining to materials or data supplied to the Customer that are used during the execution of the agreement.
- 12.2    If the Customer provides Rob van Boxtel with information carriers, electronic files or software, etc., it guarantees that these information carriers, electronic files or software are free of viruses and defects.

## **Article 13      Intellectual Property and Copyrights**

- 13.1    Without prejudice to the remainder of these general terms and conditions or stipulations therein, Rob van Boxtel shall reserve the rights and authorities to which Rob van Boxtel is entitled under the Copyright Act.
- 13.2    The Customer is not allowed to introduce changes to the goods, unless the nature of the delivered goods dictates otherwise or if agreed upon otherwise in writing.
- 13.3    Any possible designs, sketches, drawings, films, software and other material or (electronic) files, produced by Rob van Boxtel within the framework of the agreement, shall remain property of Rob van Boxtel, irrespective of the fact whether they have been handed over to the consumer or third parties, unless agreed upon otherwise.
- 13.4    All documents, such as designs, sketches, drawings, films, software, (electronic) files etc. provided by Rob van Boxtel are exclusively intended for the Customer's use and may not be reproduced, made public or brought to the notice of third parties without prior consent from Rob van Boxtel, unless the contrary ensues from nature of the documents provided.
- 13.5    Rob van Boxtel shall retain the right to use any knowledge acquired pursuant to the performance of the work for other purposes, in so far that no confidential information shall thereby be brought to the notice of third parties.

## **Article 14      Liability**

- 14.1    If the goods delivered by Rob van Boxtel are defective, Rob van Boxtel's liability towards the

Customer shall be limited to the arrangements stipulated in the present terms and conditions under "Guarantees".

- 14.2 When the manufacturer of a defective good is liable for consequential damage, Rob van Boxtel's liability shall be limited to the repairing or replacing of the good, or to refunding the purchase price.
- 14.3 Without prejudice to the stipulations above, Rob van Boxtel shall not be liable if the damage is attributable to intent and/or gross negligence and/or imputable actions or to inappropriate or improper use on the part of the Customer.
- 14.4 The limitations of liability for direct damage contained in these present terms and conditions do not apply if the damage can be attributed to intent or gross negligence on the part of Rob van Boxtel or his subordinates.

#### **Article 15 Force Majeure**

- 15.1 Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
- 15.2 In these terms and conditions, force majeure shall be understood to be, in addition to the relevant definitions provided by law and jurisprudence, all external causes, foreseen or unforeseen, which Rob van Boxtel cannot influence, but as a result of which Rob van Boxtel is unable to meet his obligations. This includes workers' strikes at the company of Rob van Boxtel.
- 15.3 Rob van Boxtel shall also be entitled to invoke force majeure if the circumstance that inhibits the (further) fulfilment of the obligations, arises after the date that Rob van Boxtel should have complied with his obligation.
- 15.4 Throughout the period that the force majeure occurs, parties shall be entitled to suspend their contractual obligations ensuing from the agreement. If this period lasts for more than two months, either party shall be entitled to dissolve the agreement without any obligation to pay damages to the other party.
- 15.5 Insofar Rob van Boxtel has partially fulfilled his obligations ensuing from the agreement at the moment the force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, Rob van Boxtel shall be entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Customer shall be held to pay this invoice as if it were a separate agreement.

#### **Article 16 Disputes and Applicable Law**

- 16.1 The court in the place of business of Rob van Boxtel is vested with exclusive competence to take cognisance of any disputes, unless the sub-district court is competent. Nevertheless, Rob van Boxtel shall have the right to submit the dispute to the legally competent court.
- 16.2 Parties will first appeal to court only after they have done their utmost to solve the dispute in mutual consultation.
- 16.3 All agreements concluded between Rob van Boxtel and the Customer are governed by Dutch law. with the exception The Vienna Sales Convention shall be explicitly excluded.
- 16.4 The Dutch version of these general terms and conditions prevails at all times in case of disputes with regard to the interpretation and purpose of these terms and conditions.