

General Terms and Conditions of Sale and Delivery of Global International B.V.



General terms and conditions of sale and delivery of the private company with limited liability Global International B.V. (further: "Global").
Global has its registered office at Hendrik Figeeweg 4 in (2031 BJ) Haarlem.

Article 1: Applicability

- 1.1 Unless explicitly agreed on in writing, these general terms and conditions apply to all offers, quotations, agreements and the resulting deliveries and services by Global with its counterparty. Supplement to and/or deviations from these conditions must always be agreed in writing.
- 1.2 A reference by the other party to its own purchase, sales and / or sales conditions will not be accepted by Global unless explicitly agreed on in writing and the applicability thereof is expressly rejected.
- 1.3 If, for any reason, one or more of the provisions contained in these terms and conditions is/are wholly or partially void or voidable, the remaining provisions will remain in full force.
- 1.4 Global shall be entitled to amend these terms and conditions unilaterally from time to time. The other party declares that it accepts this and is bound by the modified terms and conditions after the expiry of five (5) working days following the sending of the modified terms and conditions by Global.

Article 2: Offers and agreements

- 2.1 Unless explicitly agreed otherwise, all offers from Global are without obligation.
- 2.2 Only after written confirmation by Global or after Global has proceeded with execution or delivery in accordance with the order, an agreement has been concluded.
- 2.3 Amendment of an order only binds Global after written acceptance.

Article 3: Price changes

- 3.1 The price to be paid by the counterparty shall apply in accordance with the offer, quotation or the rates applied by Global, unless explicitly agreed otherwise in writing. If a change in the price occurs after the conclusion of the agreement but before delivery, this will not affect the agreed price, when it occurs within 30 days after the conclusion of the agreement.
- 3.2 Global reserves the right, after 30 days after the conclusion of the agreement, to pass on interim cost-price-increasing-factors to the other party as long as the price increase does not exceed 10% of the original price. If the price increase exceeds 10% of the original price, the counterparty has the right to cancel the agreement within 8 days after the price increase has been announced. The foregoing in this article does not apply in the case of price changes in the context of special offers, showroom models, discounts, promotions and offers.
- 3.3 Price increases resulting from additions and changes to the order are in any case for the account of the counterparty.
- 3.4 All prices are without turnover tax (VAT), other levies imposed by the government and any shipping, transport and postage costs, unless expressly agreed on in writing.
- 3.5 Global is at all times entitled to request or demand a deposit in connection with the delivery before or at the time of entering into the agreement with a professional counterparty.
- 3.6 If the counterparty consists of more than one natural person and/or legal entity, each of those natural persons and/or legal entities shall be jointly and severally liable for the performance of the obligations arising from the contract with Global.

Article 4: Delivery and Delivery periods

- 4.1 The delivery time agreed between the counterparty and Global commences at the time of the conclusion of the agreement and is always an approximation. These are explicitly not fatal deadlines. The day of signing the agreement or the order confirmation by Global is decisive for the commencement of the delivery period.
- 4.2 If Global exceed a delivery time, the counterparty can only cancel the agreement after the counterparty has summoned Global by registered letter to still deliver the ordered products. Global then still has the right to deliver the ordered products within 30 working days. Global shall not be liable for any damage suffered by the counterparty as a result of exceeding delivery times.
- 4.3 When the counterparty does not take receipt of the ordered products before or at the agreed date of delivery, the ordered products will be kept at its disposal for the counterparties account and risk. Global is then entitled to charge storage costs and any other damage and costs to the counterparties account.
- 4.4 Unless otherwise agreed on with the counterparty, Global will prepare the products according to the incoterm Ex-Works. Global shall be entitled to deliver the ordered products in multiple deliveries. Global is not liable for any damage, by whatever name, caused by and / or in connection with the transport.

Article 5: Force majeure

- 5.1 Force majeure is understood to be the circumstances that prevent the fulfilment of the agreement in whole or partial, temporarily or indefinite and that cannot be attributed to Global and that occur beyond its control, including but not limited to war, threat of war, mobilization, riots, (work) strikes or lockouts, fire, flood, illness and/or accident of its personnel, pandemic business interruptions and reduced production, a shortage of raw materials or packaging materials, transport delays, judicial intervention, import restrictions or other governmental restrictive measures, as well as any other impeding circumstance not exclusively dependent on the will of Global, such as non-delivery or late delivery of goods and services by suppliers of Global.
- 5.2. In the event of force majeure, Global has the right to suspend the execution of the agreement for a maximum of 2 months without judicial intervention. If the force majeure situation prevents Global from executing the agreement within 2 months after its occurrence, Global may dissolve the agreement in whole or in part, at the discretion of Global, without Global being obliged to pay any compensation.

Article 6: Complaints

- 6.1 The counterparty is obliged to thoroughly inspect the goods for any damage, errors, omissions, shortcomings and/or defects, immediately after receipt of the goods.
- 6.2 The counterparty must mention these damages, errors, omissions, shortcomings and/or defects (or have them mentioned) on the delivery note and/or the transport documents, etc., or notify Global in writing forthwith within 72 hours after receipt of the supplied goods at the latest, failing which the counterparty will be deemed to have received and accepted the delivery in full and in good condition.
- 6.3. Non-visible damage, errors, omissions, shortcomings and/or defects must be communicated in writing to Global as soon as possible but not later than within eight (8) days after the counterparty has discovered or reasonably should have discovered the defect, failing which any claim in this respect will be forfeited.
- 6.4 Complaints submitted in time also do not suspend the counterparty's payment obligation.
- 6.5 Complaints about invoices must be submitted to Global in writing within eight (8) days after the date of the invoices. The payment term is not suspended as a result of such a complaint.
- 6.6 If a complaint is found to be well-founded in writing by Global, the return of the product and its receipt by Global must take place within 30 days of the date of complaint and Global will subsequently credit it.

Article 7: Warranty

- 7.1 The goods delivered according to the agreement will have the quality and characteristics that the counterparty may expect under the agreement and under normal use.
If this expectation is not met as a result of production or manufacturing faults, the counterparty is entitled to receive free repair or replacement when a local solution will not solve the problem.
- 7.2 The period which Global is obliged to fulfil the warranty obligations is 12 months after the invoice date, unless otherwise agreed on in writing.
- 7.3 The warranty excludes in any case the defects that occur in or are wholly or partly the result of non-observance of operating and/or maintenance instructions and/or normal wear and tear and/or assembly and installation or repair by third parties, including the counterparty.
- 7.4 Global shall be entitled to suspend the performance of its guarantee obligations until the counterparty itself has fulfilled all its (payment) obligations towards Global.

Article 8: Payment

- 8.1 Unless otherwise agreed on in writing, payment must be made in a Dutch legal currency (EURO or US DOLLAR) immediately upon delivery of the ordered products or by bank transfer to Global's account within 30 days of the invoice date, or within a date to be determined by both parties and confirmed by Global in writing.

- 8.2 The counterparty shall not be entitled to suspend any payment and/or to set off any amount owed by it to Global, without discount or deduction and without the counterparty being allowed to block its payment obligation by seizure under itself or otherwise.

- 8.3 All payments made by the counterparty will always primarily be used to reduce any interest and costs owed, including the costs of summonses and demands, and then to reduce the invoices due, starting with the oldest invoice.

- 8.4 Global is entitled to request a (bank) guarantee as security for the payment, or to stipulate that delivery will be cash on delivery, or that a down payment is desired.

- 8.5 If the counterparty has not fulfilled its payment obligations in full within the period referred to in paragraph 1 of this article, it will be in default without further notice. In that case, all claims of Global, for whatever reason, are immediately due and payable.

- 8.6 If payment is not made, or not made in time, the counterparty owes Global interest of 1.5% per month on the total amount of invoice. A part of the month is to be counted for a whole month, calculated from the date on which the invoice should have been paid until the date of entire settlement.

- 8.7 All legal and extra judicial damage related and associated with the collection of payment, including the costs incurred for legal assistance, are for the account of the counterparty.

Article 9: Retention of title

- 9.1 All goods delivered by Global remain the sole property of Global until payment in full of all that is due to Global, including any interest, costs and compensation due.

- 9.2 The counterparty cannot utilize the delivered goods as long as they are the property of Global.

- 9.3 In the event that deliveries are made to an open account, the retention of title shall apply until the moment of settlement of any balance that may be charged to the counterparty.

- 9.4 The counterparty authorizes Global or a third party designated by Global, that in the event of failure to comply with its payment obligations, that it can retrieve the delivered goods from the place where they are at that time. The counterparty will always cooperate free of charge, including providing access to its warehouses or sites.

Article 10: Liability

- 10.1 The counterparty is responsible supplying the machine in accordance with the CE Directives of the country of commissioning, and keeping it up-to-date in accordance with the latest CE guidelines for the country of commissioning.

- 10.2 A condition precedent for the arising of any right under the provisions of this article shall always be that the counterparty has notified Global in writing without delay of a shortcoming which in its opinion can be attributed to Global as well as the damage arising therefrom.

- 10.3 Subject to the agreed warranty obligations, Global only accepts liability for the direct damage suffered by the counterparty that is the result of a failure attributable to Global in the fulfilment of its obligation or from an unlawful act committed by Global towards the counterparty.

- 10.4 Global's liability for indirect damage, including consequential damage, loss of profit, mutilated or lost data or materials, lost turnover. Missed saving, or damage due to business interruption is excluded. Direct damage is exclusively understood to be meant reasonable costs to determine the cause and extent of the damage as far as the determination relates to or damage within the meaning of these terms and conditions, any reasonable costs necessary to make the defective products of Global answer to the agreement., and the reasonable costs incurred to prevent or limit damage, as far as the counterparty can prove that these costs have led to limitation of the direct damage as referred to in these conditions.

- 10.5 Any liability of Global is limited to the amount of the damage suffered up to the original invoice amount related to the damage causing product or fact. In any event, Global's liability shall be limited to the amount paid under its insurance policy in the relevant case.

- 10.6 If, in the opinion of Global, it is necessary for the execution of the agreement, Global is entitled to use the services of third parties. Global is not liable for damage caused by those third parties.

- 10.7 Notwithstanding the provisions of Article 6:89 of the Dutch Civil Code, any claim for compensation against Global shall lapse in any event one year from the date on which the damage-causing event first occurred.

Article 11: Suspension and Termination

- 11.1 The counterparty is in default on the following grounds without further notice of default and Global is entitled to suspend the execution of the agreement, as well as Global is free to fully or partially dissolve the agreement, or to demand full or partial fulfilment of the agreement.

- In the event of an incomplete fulfilment of any obligation that may arise for the counterparty from this or from any other agreement concluded with Global, including if the counterparty is in default with regard to the compensation(s) owed;
- If the counterparty has applied for a suspension of payment or if the counterparty has been granted a suspension of payment;
- The counterparty has filed for bankruptcy or the counterparty has been declared bankrupt.

- 11.2 In all cases in which the relationship between Global and the counterparty ends, pursuant to any provision of these terms and conditions or through the intervention of the court, these terms and conditions continue to govern the legal relationship between the parties as long as this is important for the settlement of the relationship.

Article 12: Intellectual property

- 12.1 All intellectual property rights, including copyrights, with respect to products made and/or services rendered by or on behalf of Global and all other documents pertaining to the agreement and its execution, shall belong to Global.

- 12.2 The counterparty is not allowed to use the documents referred to in Article 12.1 for any other purpose than the realization and (the execution) of the agreement with Global.

- 12.3 In case of violation of the provisions of Article 12.2, the counterparty shall forfeit to Global a penalty of € 5,000.00 and of € 500.00 for each day that the violation continues without any notice of default being required, without prejudice to Global's right to full compensation in addition to and above the penalty and to compliance with Article 12.2.

Article 13: Disputes

- 13.1 All agreements and legal relationships with Global are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

- 13.2 All disputes arising from all agreements concluded under these terms and conditions and on agreements resulting from them, unless mandatory law dictates otherwise, will only be brought before the competent court in the district in which Global is located, including obtaining provisional provisions.

- 13.3 The provisions of paragraphs 1 and 2 of this Article also apply if the counterparty is established abroad and a treaty provision would designate a foreign court as competent.

