

## **1. Applicability of General Terms and Conditions**

- 1.1. These General Terms and Conditions apply to all offers and quotations, in any form or manner whatsoever, submitted by Impulse Plants BV, hereinafter referred to as 'Impulse Plants', and to all agreements concluded with it. 'Agreement' refers to the agreement between the parties and the orders referred to in Article 2.1.
- 1.2. In addition to these General Terms and Conditions, additional conditions may also apply to certain goods and/or work, provided that these are agreed on in writing. If there are differences between the additional conditions and these General Terms and Conditions, the provisions of the additional conditions will prevail over these General Terms and Conditions, unless agreed otherwise in writing.
- 1.3. The provisions of these General Terms and Conditions may only be deviated from if agreed in writing, in which case the other provisions of these General Terms and Conditions will remain in full force. The agreed deviations will only apply to the agreement in which those deviations were agreed.
- 1.4. If any provision of these General Terms and Conditions should be void, is declared void or is otherwise declared inapplicable, the other provisions of these General Terms and Conditions will remain in full force and, to replace the provision that is void, declared void or declared inapplicable, the parties will agree on an alternative provision that as much as possible complies with the object and purport of the provision that is void, declared void or declared inapplicable.
- 1.5. Impulse Plants is authorised to engage third parties in the performance of the agreement. In such a situation, these General Terms and Conditions will also apply.
- 1.6. Any communication between Impulse Plants and the client can take place electronically, unless this is deviated from in these General Terms and Conditions and/or the agreement and/or the law. The version of the communication in question saved by Impulse Plants will be regarded as evidence, unless the contrary is proved by the client.

## **2. Formation of an order**

- 2.1. The order is formed when the client has placed an order, either verbally or in writing, and Impulse Plants has received this order. The burden of proof with respect to the contents and receipt of the order will at all times be on the client.
- 2.2. Every order will be confirmed in the invoice drawn up for the order. The invoice contains all information with regard to the order that has been or will be carried out and must be regarded as an order confirmation, unless the order was confirmed in a separate order confirmation.

## **3. Packaging**

- 3.1. The goods will be packaged in the manner customary in the line of business, unless the parties agree otherwise in writing.
- 3.2. With respect to durable packaging material, such as trolleys, containers and pallet boxes, provided on loan to the client, Impulse Plants reserves the right to charge the client for the costs of this packaging material if the client has not returned the packaging material to Impulse Plants within 30 days.
- 3.3. The statement provided by Impulse Plants will be the principal reference for the number of packing materials that the client owes Impulse Plants.

## **4. Delivery**

- 4.1. The goods are deemed to have been delivered at the time that Impulse Plants makes these available to the client at a location indicated for that purpose by the client. It is not necessary for an employee of the client to have taken actual receipt of the goods.
- 4.2. A delivery time stated by Impulse Plants will be without obligation, will be approximate only, and will never be regarded as a strict deadline.
- 4.3. If the goods ordered by the client are available, but Impulse Plants is not given the opportunity to deliver these at or after the agreed delivery time, the goods are deemed to have been delivered and will be stored by Impulse Plants at the client's expense and risk.
- 4.4. A delay in the delivery is only allowed with the explicit written consent of Impulse Plants. Any costs and losses for Impulse Plants resulting from a delay will be payable by the client. The statement of costs to be provided by Impulse Plants in this respect will be binding on the client.
- 4.5. As long as one or several invoices of Impulse Plants have not been paid by the client, delivery will not entail transfer of title. The risk of the goods will pass to the client at the time of delivery.

## **5. Retention of Title**

- 5.1. Impulse Plants remains the owner of all goods supplied to the client until such time as payment has been received in full from the client.
- 5.2. The goods will remain the property of Impulse Plants and the client will store them so that they are readily identifiable as Impulse Plants' goods, until such time as payment for them and for all other goods agreed to be sold to the client have been received in full.
- 5.3. If the goods have been resold, Impulse Plants' beneficial entitlement will be attached to the proceeds of the resale and Impulse Plants will be able to claim the full purchase price of the proceeds received.
- 5.4. Where ownership of any goods remains vested, Impulse Plants will be entitled to repossess any goods supplied at any time.
- 5.5. Impulse Plants may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- 5.6. It is the sole responsibility of the client to ensure that all goods received from Impulse Plants are fully insured until such time as ownership of said goods has passed to the client.
- 5.7. Should goods become damaged in any way after they have been received by the client, the client will be liable to pay to Impulse Plants the full purchase price of the goods.

## **6. Prices**

- 6.1. The prices stated by Impulse Plants will always be in euros, unless explicitly stated otherwise.
- 6.2. If, after the order has been accepted, circumstances occur that influence the cost price, Impulse Plants reserves the right to pass on these price changes to the client.

## **7. Advance payments**

- 7.1. Impulse Plants will at all times be authorised to require that the client, with respect to the payment obligations arising for the client from the agreement, pay an advance up to at most the sum arising from the agreement for the client.
- 7.2. If the client refuses to pay an advance on request as referred to in the previous paragraph, Impulse Plants will be entitled to terminate the agreement in writing with immediate effect and/or to cancel any outstanding orders, without prejudice to Impulse Plants' right to compensation of loss suffered by Impulse Plants due to the termination and/or cancellation.

## **8. Payment**

- 8.1. A term of payment of 14 days applies if no other payment conditions have been agreed on in writing.
- 8.2. The client will not be entitled to set off any outstanding invoices against any claim whatsoever on Impulse Plants.
- 8.3. If the client has not paid within the term referred to in paragraph 1, the client will be deemed to be in default by operation of law and Impulse Plants will be entitled, without any demand or notice of default being required, to charge the client interest of 1% a month as from the invoice's due date.
- 8.4. The client must also pay all extrajudicial or judicial costs, of any nature whatsoever, that Impulse Plants has had to incur due to the client's failure to fulfil its payment or other obligations. The extrajudicial costs total 15% of the principal sum, with a minimum of €200 excluding VAT.
- 8.5. In those cases in which the stated prices are not in euros, Impulse Plants will charge the client for the loss that it suffers due to a change to the exchange rate after the occurrence of the default.
- 8.6. If the client does not fulfil the payment obligations, Impulse Plants will be authorised to terminate the agreement with immediate effect or to suspend further delivery of the goods until the client has completely fulfilled its payment or other obligations, including payment of the interest and costs due.

## **9. Cancellation/revocation of an order**

- 9.1. Impulse Plants will at all times be entitled to cancel an order.
- 9.2. If an order is cancelled by the client within 7 days prior to the agreed delivery date, the client will be obliged to compensate Impulse Plants for all costs already incurred with a view to the performance of the order, estimated at 10% of the order amount, all this without prejudice to Impulse Plants' right to compensation of the full amount of the loss.
- 9.3. A change to or cancellation of an order by the client is not allowed in respect of goods already ordered or sent for delivery by Impulse Plants.

## **10. Guarantee and complaints**

- 10.1. Impulse Plants guarantees the quality and reliability of the goods delivered by it.
- 10.2. If goods delivered by Impulse Plants turn out to be of insufficient quality or unreliable, Impulse Plants will only be obliged to replace these goods with other similar goods in exchange for the goods to be replaced. Impulse Plants is, however, entitled to repay the client the invoice amount of the goods to be replaced, such also in exchange for the goods to be replaced.
- 10.3. To further elaborate on the provision of paragraph 1, complaints about visible defects may only be enforced if these have been communicated to Impulse Plants in writing within 24 hours of delivery of the goods. The client has also complained in due time if the complaint is communicated by telephone within 24 hours and subsequently confirmed in writing within 5 days.
- 10.4. To further elaborate on the provision of paragraph 1, complaints about invisible defects may only be enforced if these have been communicated to Impulse Plants in writing within 7 days of discovery. In the absence of a report within this period, the right to make a claim under the guarantee will lapse in respect of the defect in question.
- 10.5. Any complaint as referred to in this Article must include a clear description of the complaint.
- 10.6. Complaints do not entitle the client to suspend payment of the invoice regarding the delivery of the goods to which the complaints relate or to suspend payment of other invoices.
- 10.7. A complaint with respect to part of the batch does not entitle the client to refuse the entire batch.
- 10.8. Goods delivered to and accepted by the client in accordance with these conditions will never be taken back.
- 10.9. Neither can Impulse Plants be held liable under the guarantee in case of inexpert use or storage of the goods delivered by Impulse Plants or if the goods delivered by Impulse Plants have subsequently been processed or otherwise altered by the client or for the client's benefit.

## **11. Liability**

- 11.1. Impulse Plants will never be liable for any direct or indirect damage or loss suffered by the client and/or third parties, unless such damage or loss is the direct result of wilful misconduct or gross negligence on the part of Impulse Plants.
- 11.2. If Impulse Plants, for whatever reason, is obliged to compensate any damage or loss, such compensation will never amount to more than a sum equal to the invoice value of the goods that caused the damage or loss.
- 11.3. A condition for the entitlement to any compensation is that the client reports the damage or loss to Impulse Plants after the arising thereof and in the manner described in Articles 10.3 and 10.4.

## **12. Force Majeure**

- 12.1. In the event of force majeure, Impulse Plants will not be obliged to fulfil its obligations towards the client or the obligations will be suspended for the duration of the force majeure.
- 12.2. If the client proves that the obligation cannot be suspended, the order that the force majeure relates to may be cancelled.
- 12.3. Impulse Plants may never be held liable for any damage or loss arising for the client from a force majeure situation on the part of Impulse Plants.

## **13. Disputes and applicable law**

- 13.1. All offers, quotations, and agreements subject to these conditions and all existing and future legal relationships between Impulse Plants and the client will exclusively be governed by Dutch law.
- 13.2. All disputes with regard to or arising from submitted offers, quotations, and/or agreements entered into with Impulse Plants will only be submitted to the competent Dutch Court in the district where we have our place of business.