

## GENERAL TERMS AND CONDITIONS Q Products BV

### Definitions

1. Q Products BV: Q Products BV, established in Margraten under Chamber of Commerce number 32133899.
2. Customer: the person with whom Q Products BV has entered into an agreement.
3. Parties: Q Products BV and customer together.
4. Consumer: a customer who is also an individual and who acts as a private person.

### Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of Q Products BV.
2. Parties may only deviate from these terms and conditions if they have expressly agreed to this in writing.
3. The parties exclude the applicability of additional and/or deviating general terms and conditions of the customer or third parties expressly excludes.

### Offers and quotes

1. Offers and quotations from Q Products BV are without obligation, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of 7 days, unless another acceptance period is stated in the offer or quotation is stated.
3. If the customer does not accept an offer or quotation within the applicable period, the offer will lapse.
4. Offers and quotations do not apply to repeat orders, unless the parties have expressly agreed otherwise.

### Acceptance

1. Upon acceptance of a non-binding quotation or offer, Q Products BV reserves the right to withdraw the quotation or offer within 3 days of receipt of acceptance, without the customer being able to derive any rights from this.
2. Verbal acceptance by the customer only binds Q Products BV after the customer has confirmed this in writing (or electronically).

### Prices

1. All prices used by Q Products BV are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless expressly stated otherwise or otherwise agreed.
2. All prices that Q Products BV uses for its products or services, on its website or that Q Products BV may change any changes that have otherwise been made known at any time.
3. Increases in the cost prices of products or parts thereof, which Q Products BV could not foresee at the time of making the offer or concluding the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of a statutory regulation.
5. The price for a service is determined by Q Products BV on the basis of the hours actually spent.

6. The price will be calculated according to the usual hourly rates of Q Products BV, applicable for the period in which it carries out the work, unless a different hourly rate has been agreed.
7. If the parties have agreed on a total amount for a service provided by Q Products BV, this is always a guideline price, unless the parties have expressly and in writing agreed on a fixed price from which no deviation is possible.
8. Q Products BV is entitled to deviate from the target price by up to 10%.
9. If the target price is more than 10% higher, Q Products BV must inform the customer in a timely manner. know why a higher price is justified.
10. If the target price is more than 10% higher, the customer has the right to cancel the part of the order that exceeds the target price plus 10%.
11. Q Products BV has the right to adjust prices annually.
12. Prior to their entry into force, Q Products BV will communicate price adjustments to the customer.
13. The consumer has the right to terminate the agreement with Q Products BV if he does not agrees to the price increase.

### **Payments and payment terms**

Products are paid for directly in the store.

### **Consequences of not paying on time**

1. If the customer does not pay within the agreed term, Q Products BV is entitled to charge interest of 1% per month from the day the customer is in default, whereby a part of a month is counted as a whole month.
2. If the customer is in default, he will also be liable for extrajudicial collection costs and any compensation owed to Q Products BV.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection collection costs.
4. If the customer does not pay on time, Q Products BV may suspend its obligations until the customer has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the customer, the claims of Q Products BV on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the execution of the agreement by Q Products BV, he is still obliged to pay the agreed price to Q Products BV.

### **Right of complaint**

1. As soon as the customer is in default, Q Products BV is entitled to invoke the right of complaint with regard to the unpaid products delivered to the customer.
2. Q Products BV invokes the right of complaint by means of a written or electronic notice.
3. As soon as the customer has been informed of the invoked right of complaint, the customer must products to which this right relates must be returned immediately to Q Products BV, unless the parties make other arrangements.
4. The costs of retrieving or returning the products shall be borne by the customer.

### **Right of suspension**

Unless the Customer is a consumer, the Customer waives the right to suspend the performance of any obligation arising from this Agreement.

#### **Right of retention**

1. Q Products BV may invoke its right of retention and in that case retain the customer's products until the customer has paid all outstanding invoices to Q Products BV, unless the customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the customer still has to make payments. is owed to Q Products BV.
3. Q Products BV is never liable for any damage that the customer may suffer as a result of as a result of exercising his right of retention.

#### **Settlement**

Unless the customer is a consumer, the customer waives his right to offset a debt to Q Products BV against a claim on Q Products BV.

#### **Retention of title**

1. Q Products BV shall remain the owner of all delivered products until the customer has fully complied with all its payment obligations towards Q Products BV under any agreement concluded with Q Products BV, including claims relating to failure to comply.
2. Until then, Q Products BV may invoke its retention of title and take back the goods.
3. Before ownership has passed to the customer, the customer may not pledge, sell, alienate or otherwise encumber.
4. If Q Products BV invokes its retention of title, the agreement will be deemed to have been terminated and Q Products BV will be entitled to claim damages, lost profits and interest.

#### **Insurance**

1. The customer undertakes to adequately insure and keep insured the following items against: including fire, explosion and water damage as well as theft:
  - o delivered goods that are necessary for the performance of the underlying agreement
  - o items of Q Products BV that are present at the customer's premises
  - o goods delivered under retention of title
2. The customer shall provide Q Products BV with the policy of these insurances for inspection at its first request.

#### **Storage**

1. If the customer receives ordered products later than the agreed delivery date, the risk of any loss of quality is entirely for the customer.
2. Any additional costs resulting from premature or late purchase of products will be borne entirely at the customer's expense.

#### **Warranty**

1. When parties have entered into an agreement with a service-oriented nature, this only contains obligations of effort for Q Products BV, not obligations of result.
2. The warranty with respect to products only applies to defects caused by defective workmanship, construction or material.
3. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, modifications made to the product, negligence or improper use by the customer, as well as when the cause of the defect cannot be clearly determined.
4. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties shall pass to the customer at the time when they are legally and/or actually delivered, or at least come into the possession of the customer or of a third party who receives the product on behalf of the customer.

## Swap

1. Exchanges are only possible if the following conditions are met:
  - Exchanges can be made within 14 days of purchase upon presentation of the original invoice
  - the product is returned in the original packaging or with the original tags still attached original (price) tags
  - the product has not yet been used
2. Discounted items, non-durable items such as food, custom-made items, Specially customized items, special orders such as sales of entire batches (purchase of stock from 1 or more batches) and batches from which several goods have already been removed, sealed products such as software, missing packaging, cannot be exchanged.

## Execution of the agreement

1. Q Products BV will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
2. Q Products BV has the right to have the agreed service provided (in part) performed by third parties.
3. The agreement will be implemented in mutual consultation and after written agreement and payment of any agreed advance payment by the customer.
4. It is the customer's responsibility to ensure that Q Products BV can commence the execution of the agreement in a timely manner.
5. If the customer has not ensured that Q Products BV can commence the execution of the agreement in a timely manner, any additional costs and/or additional hours resulting from this will be charged to the customer.

## Information provided by the customer

1. The customer shall make all information, data and documents relevant to the correct execution of the agreement available to Q Products BV in a timely manner and in the desired form and manner.
2. The customer is responsible for the correctness, completeness and reliability of the information provided. information, data and documents, even if they originate from third parties, unless the nature of the agreement dictates otherwise.
3. If and to the extent the customer requests this, Q Products BV will return the relevant documents.
4. If the customer fails to provide the reasonable request made by Q Products BV, fails to provide the requested information in a timely manner or fails to provide the requested information properly, information, data or documents are available and the execution of the agreement is affected by this

delay, any resulting additional costs and additional hours will be charged to the customer.

#### **Duration of the agreement**

1. If an agreement has been entered into for a fixed period, it will be tacitly converted into an agreement for an indefinite period after the expiry of the term, unless one of the parties terminates the agreement with due observance of a notice period of month(s), or a consumer terminates the agreement with due observance of a notice period of 1 month, in which case the agreement will end by operation of law.
2. If the parties have agreed on a term for the completion of certain activities within the term of the agreement, this is never a fatal term. If this term is exceeded, the customer must give Q Products BV written notice of default.

#### **Disclaimer**

The customer indemnifies Q Products BV against all claims from third parties relating to the products and/or services supplied by Q Products BV.

#### **Complaints**

1. The customer must examine a product or service supplied by Q Products BV within 7 days for any deficiencies.
2. If a delivered product or service does not meet what the customer could reasonably expect from the agreement, the customer must inform Q Products BV of this within 14 days of receipt of the goods.
3. The customer provides as detailed a description as possible of the deficiency, so that Q Products BV is able to respond adequately.
4. The customer must demonstrate that the complaint relates to an agreement between the parties.
5. If a complaint relates to ongoing work, this may in any case not lead to Q Products BV being obliged to perform work other than that agreed upon.

#### **Notice of default**

1. The customer must notify Q Products BV of any notice of default in writing.
2. It is the customer's responsibility to ensure that a notice of default is also sent to Q Products BV actually achieved (on time).

#### **Customer's joint and several liability**

If Q Products BV enters into an agreement with multiple customers, each of them is jointly and severally liable for the full amounts owed to Q Products BV under that agreement.

#### **Liability Q Products BV**

1. Q Products BV is only liable for any damage suffered by the customer if and to the extent that such damage is caused by intent or deliberate recklessness.

2. If Q Products BV is liable for any damage, it is only liable for direct damage resulting from or related to the performance of an agreement.
3. Q Products BV is never liable for indirect damage, such as consequential damage, lost profit, missed savings or damage to third parties.
4. If Q Products BV is liable, this liability is limited to the amount paid out by a concluded (professional) liability insurance and in the absence of (full) payment of the amount of damages by an insurance company, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and are only approximate and cannot give rise to compensation and/or (partial) termination of the agreement and/or suspension of any obligation.

### **Expiry date**

Any right of the customer to compensation from Q Products BV shall in any case expire 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of article 6:89 of the Civil Code.

### **Right of withdrawal**

1. The customer has the right to terminate the agreement if Q Products BV is attributable fails to fulfil its obligations, unless this failure, given its special nature or minor significance, does not justify termination.
2. If compliance with the obligations by Q Products BV is permanently or temporarily impossible, then dissolution can only take place after Q Products BV is in default.
3. Q Products BV has the right to terminate the agreement with the customer if the customer does not fully or timely fulfil its obligations under the agreement, or if Q Products BV has become aware of circumstances that give it good reason to fear that the customer will not be able to properly fulfil its obligations.

### **Force majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Q Products BV to fulfil any obligation towards the customer cannot be attributed to Q Products BV in a situation beyond the control of Q Products BV, which prevents the fulfilment of its obligations towards the customer in whole or in part or which makes it unreasonable to expect Q Products BV to fulfil its obligations.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to: state of emergency (such as civil war, uprising, riots, natural disasters, etc.); default and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a force majeure situation occurs as a result of which Q Products BV cannot fulfil one or more obligations to the customer, those obligations will be suspended until Q Products BV can fulfil them again.
4. From the moment that a force majeure situation has lasted for at least 30 calendar days, both parties terminate the agreement in writing in whole or in part.
5. Q Products BV is not liable for any (damage) compensation in the event of force majeure, not even if it enjoys any benefit as a result of the force majeure situation.

### **Changes to general terms and conditions**

1. Q Products BV is entitled to amend or supplement these general terms and conditions.
2. Minor changes may be made at any time.
3. Q Products BV will discuss major substantive changes with the customer in advance as much as possible.
4. Consumers are entitled to terminate the agreement in the event of a material change to the general terms and conditions.

### **Transfer of rights**

1. Customer rights under an agreement between the parties may not be transferred to third parties without the prior written consent of Q Products BV.
2. This provision shall apply as a clause with property law effect as referred to in Article 3:83, paragraph 2, of the Dutch Civil Code.

### **Consequences of nullity or voidability**

1. If one or more provisions of these general terms and conditions prove to be null and void or voidable, this will not affect the other provisions of these terms and conditions.
2. A provision that is void or voidable shall in that case be replaced by a provision that comes closest to what Q Products BV had in mind when drawing up the conditions on that point.

### **Applicable law and competent court**

1. Dutch law applies exclusively to any agreement between the parties.
2. The Dutch court in the district where Q Products BV is established/practices/  
The office has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.

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