

Article 1. Definitions.....	1
Article 2. Applicability.....	1
Article 3. Offers and tenders.....	1
Article 4. Coming into effect of the agreement.....	1
Article 5. Delivery and delivery periods.....	1
Article 6. Inspection and complaints.....	1
Article 7. Approval period and right of withdrawal.....	1
Article 8. Price changes.....	1
Article 9. Invoicing and payment.....	2
Article 10. Guarantees.....	2
Article 11. Liability.....	2
Article 12. Force majeure.....	2
Article 13. Indemnity.....	2
Article 14. Applicable law and choice of forum.....	2
Article 15. Amendment and interpretation of the terms and conditions.....	2

Article 1. Definitions

In these general terms and conditions the following terms are capitalised and have the following meanings, unless expressly stated otherwise:

- Offer / Tender:** a proposal made by the Seller to the Purchaser in order to conclude an Agreement, for example in an offer or price list.
- Consumer:** the Purchaser, being a natural person, who at the entering into of the Agreement with the Seller, does not act in the exercise of a profession or operation of a company.
- Purchaser:** the natural person or legal entity who/which purchases goods from the Seller and is the other party to the Agreement with the Seller within the meaning of Section 231 under c Book 6 of the Civil Code.
- Order:** the order for the delivery of goods placed by the Purchaser with the Seller.
- Agreement:** the arrangement between the Seller and the Purchaser on the basis of which the Seller will deliver to the Purchaser in return for payment.
- Parties:** The Seller and the Purchaser jointly.
- In writing:** in these general terms and conditions, "in writing" also includes, communication by email, fax, or digitally (for example through an online interface), provided that the identity of the sender and the integrity of the contents are sufficiently established.
- Seller:** the private company with limited liability Outbound B.V., supplier of the goods, the other party to the Agreement with the Purchaser and user of these general terms and conditions within the meaning of Section 231 under b Book 6 of the Civil Code.

Article 2. Applicability

- The present general terms and conditions apply to all Offers, Agreements and deliveries of the Seller, of whatsoever nature, unless this applicability has been wholly or in part expressly excluded in writing, or it has been agreed expressly otherwise.
- Any general terms and conditions of the Purchaser, by whatever name, are expressly rejected. Derogations from and addendums to these terms and conditions are only applicable if and insofar as these have been expressly accepted in writing by the Seller.
- If the Seller, whether for a short or long period and whether or not tacitly, permits derogation from the present general terms and conditions, this will not affect its right to, at a later date, demand strict compliance with these terms and conditions. The Purchaser cannot derive any rights from the manner in which the Seller applies the present terms and conditions.
- The present terms and conditions also apply to all agreements with the Seller for the performance of which third parties must be involved.
- If one or more of the provisions of the present general terms and conditions, or any other Agreement with the Seller, might be in conflict with a mandatory statutory provision or any applicable statutory regulation, the provision concerned will lapse and will be replaced by a new, legally permissible and comparable provision, to be recorded by the Seller.
- The Purchaser, who has already been contracted with once subject to the present terms and conditions, will be deemed to tacitly agree to the applicability of these terms and conditions to a later Agreement concluded with the Seller.
- In the event of conflict between the contents of an Agreement concluded between the Purchaser and the Seller and the present terms and conditions, the contents of the Agreement will prevail.

Article 3. Offers and tenders

- All Offers of the Seller are revocable and made without obligation, unless stated otherwise in writing.
- A combined quotation will not oblige the Seller to deliver a part of the goods included in the Offer, or to execute a part of the work at a corresponding part of the stated price.
- The contents of the delivery will be exclusively determined by the description of the delivery stated in the Offer. If the acceptance derogates (on minor points) from the contents of the Offer, the Seller will not be bound thereto. In that case the Agreement will not come into effect in accordance with this derogating acceptance, unless the Seller states otherwise.
- Apparent errors or clerical errors in the Offer of the Seller will not bind the Seller.
- The prices stated in the Offers and tenders of the Seller are excluding VAT and other duties imposed by authorities unless expressly stated otherwise.
- The Seller is free to change its prices at any time required. Offers therefore do not apply automatically to repeat orders.

Article 4. Coming into effect of the agreement

With the exception of the provisions set out hereinafter, an Agreement with the Seller will only come into effect after the Seller has accepted an Order in writing, or as the case may be has confirmed an Order in writing. The confirmation of the order is deemed to represent the Agreement correctly and completely, unless the Purchaser immediately objects thereto in writing. Any additional arrangements or amendments made will only be binding for the Seller if these have been confirmed in writing by the Seller.

Article 5. Delivery and delivery periods

- Delivery will take place to the delivery address stated by the Purchaser, unless agreed otherwise. Unless parties have expressly agreed otherwise in writing, any costs for transport and clearing inwards of the goods to be delivered and all costs related thereto, such as packaging, insurances and suchlike will be at the expense of the Purchaser.
- The transport of the goods is at the risk of the Purchaser, regardless of the manner of transport that was determined by the Purchaser or by the Seller, and regardless of who accepts the costs of the transport, unless agreed otherwise in writing. If the Agreement is concluded by a Consumer, the risk of the transport of the goods will at the expense of the Seller.
- If the Seller has stated a period for delivery, or for the performance of the Agreement, this will only be indicative. A stated delivery period is therefore never to be deemed to be a final deadline. In the event of exceeding a period the Purchaser must therefore give the Seller notice of default in

writing. The Seller must be offered a reasonable period so as to be able to provide performance of the Agreement at a later date.

- If and insofar as, in the opinion of the Seller, proper performance of the Agreement requires this, the Seller will have the right to have specific work executed by third parties.
- The Purchaser is responsible for ensuring that all data, of which the Seller states that this data is necessary, or of which the Purchaser reasonably ought to understand that this data is necessary for the performance of the Agreement, is provided in a timely manner to the Seller. If the data required for the performance of the Agreement is not provided in a timely manner to the Seller, the Seller will have the right to suspend the performance of the Agreement and/or to charge, in accordance with the usual rates, the extra costs ensuing from the delay to the Purchaser.
- The Seller is permitted to deliver the goods sold in parts. If the goods are delivered in parts the Seller will be entitled to invoice each part separately and to require payment in accordance with the applicable payment terms.
- The Purchaser is obliged to take possession of the goods bought at the time when these are made available to the Purchaser, or handed over to the Purchaser.
- If it appears not to be possible to deliver the goods to the Purchaser for reasons that are in the control of the Purchaser, the Seller retains the right to store (have stored) these goods at the expense and risk of the Purchaser. Following storage a period of 30 days will apply within which the Purchaser will provide the Seller with the opportunity to still deliver the goods. All this applies, unless the Seller has expressly set out another period in writing.
- If the Purchaser, even after the expiry of the period referred to in the previous subclause of this article, continues to fail to fulfil its obligations, the Purchaser will be in default by operation of law and the Seller will have the right to terminate, wholly or in part, the Agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without any obligation of compensation of damage, costs or interest. The Seller is, as and when necessary, entitled to sell the goods to third parties or to use the goods for the performance of other agreements as well as to destroy the documents already produced. The aforesaid does not affect the obligation of the Purchaser to pay the agreed, stipulated or owed price, as well as any storage and/or other costs.

Article 6. Inspection and complaints

- The Purchaser must inspect the delivered goods immediately after delivery for any deviations from that which has been agreed. Any complaints with regard to the delivered goods must be submitted to the Seller in writing and accompanied by the delivered packing slip no later than within 7 days after delivery. After the expiry of the aforesaid period the delivery will apply as irrevocably and unconditionally accepted by the Purchaser. The Purchaser must keep the defective goods available for the Seller. Submitting a complaint will not suspend the payment obligation of the Purchaser with regard to the goods concerned.
- Complaints are only valid insofar as the packaging of the goods is still in original and undamaged condition. If the goods might be externally observably damaged on arrival, the Purchaser must make a proviso in writing concerning this toward the carrier, by means of a note on the proof of delivery, and the Purchaser must inform the Seller of all this within 24 hours after receipt, which is in derogation from that which is determined concerning this in subclause 1 of this article.
- The defective goods can be exclusively returned after prior consultation with one of the sales employees of the Seller has taken place.
- If the goods are fitted or processed by the Purchaser, complaints - regardless of the basis, also including cases of wrong delivery - are no longer permitted, even if these have been submitted within the period set out; in these cases the Seller will not be obliged to any contribution of whatsoever nature.
- Complaints with regard to collected goods that contain defects must be submitted immediately on delivery.
- If goods, delivered with a manufacturer's or importer's guarantee, are returned for the assessment of the guarantee by the manufacturer or importer concerned, the costs that possibly arise thereby for the Seller will be charged to the Purchaser.

Article 7. Approval period and right of withdrawal

- The provisions of this article exclusively apply if and insofar as there is a long-distance purchase by a Consumer.
- If there is a long-distance purchase the offer will also contain an approval period of at least 14 calendar days, commencing on the day after receipt by or on behalf of the Consumer, unless agreed otherwise. In that case the long-distance purchase will only be final when 14 calendar days have expired after receipt of the goods.
- During the approval period the Consumer has the right of withdrawal, whereby the Consumer has the option, without any obligation on the part of the Consumer, other than of payment of the direct costs of return consignment, to return the goods received.
- The Consumer can exclusively rely on his/her right of withdrawal by informing the Seller in writing, or by email, regarding his/her intention within 14 calendar days after receipt of by or on behalf of the Consumer. The Seller will make a withdrawal form available for this purpose on its website. The completed withdrawal form must be forwarded by email to info@outbound.eu.
- If the Consumer relies on the right of withdrawal the Seller will repay any amount already paid by the Consumer no later than within 14 calendar days.
- The Consumer can only make actual use of his/her right of withdrawal if the goods concerned are returned complete, undamaged, and in the original packaging. Following reliance on his/her right of withdrawal, the Consumer must return the delivery to the Seller within 14 calendar days. The costs thereof are at the expense of the Consumer.
- Tailor-made goods and/or services are excluded from the approval period and the right to withdraw.

Article 8. Price changes

- If, after the concluding of the Agreement but prior to delivery, one or more of the costs factors are changed, the Seller will be entitled to adjust the agreed price accordingly. The Seller is in all events entitled to charge extra costs if there are cost-increasing circumstances, which the Seller reasonably ought not to have taken into account, which cannot be attributed to the Seller, or which are considerable in relation to the price of the delivery.
- Furthermore, the following will be charged on in full to the Purchaser, insofar as these changes take place after the date of the offer:
 - the taxes, import duties, duties, wages, terms of employment, social insurances or other charges imposed or changed by the Dutch government (which also includes the European authorities) and/or trade unions;
 - the wages, terms of employment, collective labour agreements, VAT or social insurances and suchlike changed by the government or trade unions, or if the prices of suppliers are changed;
 - price increases as a result of exchange rates, wages, raw materials, semi-finished products, packaging material etc.
- If the Seller is of the opinion that cost increasing circumstances have occurred the Seller must adequately inform the Purchaser of this as soon as possible and in writing.
- If the Seller increases the price within 3 months after the coming into effect of the Agreement by more than 10% of the original invoice amount, the Consumer will be entitled to terminate the Agreement with the Seller free of charge, unless the Seller states that the Seller will still give perform to the Agreement for the original price. If the Consumer wishes to terminate the

Agreement with the Seller in the event of a price increase, the Consumer must inform the Seller within 14 days after the notification of the price increase, by means of a registered letter, regarding his/her intention to terminate the Agreement.

Article 9. Invoicing and payment

1. The Seller will be entitled to require a down payment when the agreement is entered into with the Purchaser. Down payments must be made promptly and will be deducted from the (last) invoice.
2. The Purchaser must pay the remaining amount before the Seller will proceed with delivery, unless expressly agreed otherwise. Payment of the remaining amount must take place no later than within 14 days after the Seller has informed the Purchaser that the goods are ready for dispatch. If the Purchaser omits to pay the remaining amount within this period, the Seller will have the right to terminate the Agreement, without the Purchaser having any right to refund of the down payment already made.
3. Payment must take place in the manner to be stated by the Seller in the currency stated on the invoice.
4. After the expiry of the payment term the Purchaser will be in default by operation of law without the requirement of further notice of default.
5. From the time of the occurrence of default the Purchaser will owe interest of 1% per month over the due and payable amount, unless the statutory commercial interest is higher, in which case the statutory commercial interest will apply. All (extra) judicial costs incurred by the Seller in acquiring payment - with as well as without the intervention of the courts - are from that time at the expense of the Purchaser. In that event the Purchaser will owe a payment of at least 15% of the outstanding amount, with a minimum of € 150. For the Consumer this percentage amounts to at least 5%, with a minimum of € 40. If the costs actually incurred and to be incurred by the Seller exceed this amount, these will also be reimbursable.
6. If the Purchaser has not fulfilled its payment obligations in a timely manner the Seller will be entitled to suspend the fulfilment of the obligations of delivery or the execution of work entered into toward the Purchaser, until the payment takes place or proper security has been provided for this. The same also already applies prior to the time of being in default if the Seller has the reasonable suspicion that there are reasons to doubt the creditworthiness of the Purchaser.
7. In the event of liquidation, bankruptcy, debt rescheduling, or moratorium of the Purchaser, or an application for this purpose, the claims of the Seller and the obligations of the Purchaser toward the Seller will be immediately due and payable.
8. If the Purchaser has, on whatsoever basis, one or more counterclaims against the Seller, the Seller will waive the right to setoff. The aforesaid waiver of the right to setoff also applies if the Purchaser applies for (provisional) moratorium or is declared insolvent. This provision does not apply to Consumers.

Article 10. Guarantees

1. The guarantee for the goods will be provided by the Seller for a period of 2 years after receipt of the product by the Purchaser. The statutory rights, which a Consumer has, will not be affected by these guarantee conditions.
2. Drawings, technical descriptions, samples, images, colours, dimensions and material descriptions are stated by the Seller in good faith and as accurately as possible. However this information is not binding. Derogations in the delivered goods within the margins usual in the sector must be accepted and do not give the Purchaser any right to complain, replacement, compensation of damage or any other right, unless a smaller margin for derogations has been expressly agreed in the Agreement.
3. The guarantee for products apply only to the Purchaser and not to the following successors in title.
4. The guarantee for goods concerns the repair of defects, which were not observable for the Purchaser at the time of the purchase, as well as to the repair of defects that have arisen during the guarantee period during normal use. The costs of repair are entirely at the expense of the Seller.
5. Separately delivered accessories and defects that are the result of intention, unauthorised use (also including overload), negligent maintenance, faulty installation, or repairs that are not executed by the Seller, or not with permission from the Seller, do not fall under the guarantee. There is also no claim to guarantee in existence in the event of damage arisen as a result of external contingencies (for example collisions, hail and storm damage).
6. Furthermore, defects that have arisen outside the European Union do not fall under the guarantee, unless the Purchaser demonstrates that the aforesaid defects were not caused by the circumstances abroad that derogate from those in the European Union (inferior roads etc.).
7. Prior to the implementation of the guarantee the Purchaser must always contact the Seller, unless the necessity of immediate repair has occurred elsewhere and it could not be reasonably required from the Purchaser that the Purchaser would make contact in advance with the Seller. This must be demonstrated by the Purchaser on the basis of the data provided by the repairer and/or on the basis of the broken parts.
8. Repair must be executed by the Seller or by a third party to be designated by the Seller. The costs of repairs executed elsewhere will be reimbursed to the maximum of the price level applicable in the company of the Seller.
9. Repair or replacement of goods under guarantee will be executed by the company of the Seller, unless expressly agreed otherwise. All costs attached to the dispatch of the goods to the Seller for repair, or repair under the guarantee, will take place at the expense and risk of the Purchaser. If parties agree that the repair will take place at another location, all travel and accommodation costs incurred by the Seller will be at the expense of the Purchaser.
10. The guarantee does not cover compensation of damage suffered on the part of the Purchaser or third parties, or compensation of other costs incurred by the Purchaser or a third party with regard to persons and goods, other than the item itself.

Article 11. Liability

1. If the Seller is liable toward the Purchaser for damage, this liability will be limited in that case to compensation of direct damage and up to a maximum of the payment actually made in that specific case by the insurer of the Seller. If the insurer for whatsoever reason does not make a payment, the liability of the Seller will be limited to direct damage or loss and to a maximum of twice the purchase amount of the goods concerned, or at least that part of the Agreement to which the liability relates. Direct damage exclusively includes:
 - a. the reasonable costs to establish the cause and extent of the damage, insofar as the establishing relates to damage within the meaning of these general terms and conditions;
 - b. any reasonable costs incurred to have the defective performance of the Seller conform with the Agreement, unless this defect cannot be attributed to the Seller;
 - c. reasonable costs incurred for the prevention or limitation of damage, insofar as the Purchaser demonstrates that these costs have resulted in limitation of direct damage as referred to in these general terms and conditions.
2. The Seller is never liable for indirect loss, including personal injury, consequential loss, lost profit, lost savings, loss due to business interruption and loss due to (contractual) financial penalties including financial penalties as a result of not achieving the delivery periods.
3. The Seller will not be liable for damage, of whatsoever nature and in whatsoever form, caused by the Seller having proceeded from incorrect and/or incomplete data provided by the Purchaser.
4. The limitations of liability for direct damage or loss included in these general terms and conditions are not applicable if the damage can be attributed to intention or gross negligence on the part of the Seller.

Article 12. Force majeure

1. Parties are not obliged to the fulfilment of any obligation, if they are prevented therefrom as a result of a circumstance not attributable to fault and which in accordance with the law, a legal act or according to generally accepted standards is not on their account.
2. Force majeure includes in these general terms and conditions, in addition to that which is included as to that in the law and case law, all external causes, foreseen or unforeseen, beyond the control of the Seller, and as a result of which the Seller is not able to fulfil its obligations. Industrial actions in the company of the Seller, or of the manufacturer or supplier involved, are also included therein.
3. The Seller also has the right to rely on force majeure if the circumstance which prevents the (further) performance occurs after the Seller should have fulfilled its obligation.
4. Parties can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than 30 days, each of the parties will be entitled to terminate the Agreement, without obligation of compensation of damage to the other party.
5. Insofar as the Seller at the time of the occurrence of the force majeure has meanwhile partially fulfilled its obligations under the agreement, or will be able to fulfil these, and the fulfilled, respectively to be fulfilled part has an independent value, the Seller will be entitled to invoice separately for the part already fulfilled respectively to be fulfilled. The Purchaser will be obliged to pay this invoice as if it were a separate agreement.

Article 13. Indemnity

The Purchaser indemnifies the Seller against any claims by third parties, who in connection with the performance of the agreement suffer damage and the cause of which is attributable to parties other than the Seller. If a claim is made for that reason by third parties against the Seller, the Purchaser will be obliged to assist the Seller at law and otherwise and to promptly do all that can be expected of the Purchaser in that event. If the Purchaser were to remain in default of taking adequate measures the Seller will be entitled, without notice of default, to proceed therewith personally. All costs and damage on the part of the Purchaser and third parties arisen through this will be fully at the expense and risk of the Purchaser.

Article 14. Applicable law and choice of forum

1. The law of the Netherlands exclusively applies to all agreements concluded and to be concluded by the Seller.
2. All disputes - including those which are deemed to be a dispute as such by only one of the parties - which arise related to an agreement to which the present terms and conditions apply wholly or in part, or related to other agreements which ensue from such an agreement, will be adjudicated by the court with competent jurisdiction in the district of the place of business of the Seller, unless a mandatory statutory provision dictates otherwise. The Consumer has the option to submit his/her complaint to the European Disputes Committee through the ODR platform: <http://ec.europa.eu/consumers/odr/>.

Article 15. Amendment and interpretation of the terms and conditions

1. In the event of interpretation of the contents and meaning of these general terms and conditions, as well as in the event of conflict between the contents or interpretation of any translation of the present general terms and conditions and the Dutch version, the Dutch text thereof will always be decisive.
2. The version most recently filed, or the version as this applied at the time of the coming into effect of the Agreement, always applies.