

GENERAL DELIVERY AND PAYMENT TERMS ORGANIC SHAPES B.V.

Article 1. Applicability of these conditions

1. These terms and conditions apply to every offer, every agreement and every delivery between Organic Shapes B.V. and a buyer, insofar as the parties have not expressly deviated from these terms in writing.
2. These conditions also apply to all agreements with Organic Shapes B.V. for the execution of which third parties should be involved.
3. Organic Shapes B.V. explicitly rejects all general, additional and/or deviating conditions, including purchase conditions, which have been declared applicable by the buyer, and has therefore not accepted such conditions in any way.

Article 2. Offers

1. The Organic Shapes B.V. submitted offers are non-binding and valid for 30 days, unless stated otherwise. Organic Shapes B.V. is only bound by the offer if the acceptance thereof is confirmed in writing by the buyer within 30 days of the date of the offer.
2. In the case of a composite price offer there is no obligation for Organic Shapes B.V. to deliver part of the goods included in the offer at a corresponding part of the stated price, nor does the offer automatically apply to repeat orders.
3. The prices stated in an offer are exclusive of VAT, unless stated otherwise.
4. If the buyer places an order, the agreement only goes into effect when Organic Shapes B.V. confirms this in writing, or by execution of the order by Organic Shapes B.V..

Article 3. Delivery

1. Unless otherwise agreed, the delivery is Ex Works Wateringen, the Netherlands, according to Incoterms 2020.
2. The buyer is obliged to take delivery of the purchased goods at the moment when they are delivered to him or at the moment at which they are made available to him at the company of Organic Shapes B.V. in accordance with the agreement.
3. If the buyer refuses the purchase or is negligent with the provision of information or instructions necessary for the delivery, the goods will be stored at the risk of the buyer. In that case, the buyer will owe all additional costs, including in any case the costs of storage.

Article 4. Delivery time

1. The Organic Shapes B.V. specified delivery times are always approximate and are never deadlines.
2. In case of late delivery the buyer must give written notice of default to Organic Shapes B.V. and set a reasonable term for Organic Shapes B.V. to fulfill its obligations as yet.
3. The by Organic Shapes B.V. specified delivery time first starts after all necessary data are in her possession.
4. Organic Shapes B.V. is not liable to the buyer for damage caused as a result of exceeding the delivery time.

Article 5. Partial delivery

Organic Shapes B.V. is allowed to deliver sold goods in parts as long as a partial delivery has an independent value. If the items are delivered in parts, Organic Shapes B.V. is authorized to invoice each part separately.

Article 6. Technical requirements etc.

1. If the goods to be delivered in the Netherlands are to be used outside the Netherlands, Organic Shapes B.V. is not responsible for the fact that the goods to be delivered may not comply with the technical requirements, standards and / or regulations imposed by laws or regulations of the country where the goods are to be used. This does not apply if at the conclusion of the agreement the use abroad has been reported upon submission of all necessary data and specifications.
2. All other technical requirements imposed by the buyer on the goods to be delivered and which deviate from the normally applicable requirements, must be explicitly reported by the buyer at the conclusion of the agreement.

Article 7. Samples, models and examples

If by Organic Shapes B.V. a model, sample or example is shown or provided, this is presumed to have been shown or provided by way of indication only. The qualities of the goods to be delivered may deviate from the sample, model or example, unless it was expressly stated that it would be delivered in accordance with the sample, model or example shown or provided.

Article 8. Termination of the agreement

1. An agreement with Organic Shapes B.V. and a buyer can be canceled immediately in the following cases:
 - a. if, after the conclusion of the agreement, circumstances comes to notice of Organic Shapes B.V. that give Organic Shapes B.V. good reason that the buyer indicates that he can not meet his obligations.
 - b. if Organic Shapes B.V. has requested the buyer at the conclusion of the agreement to provide security for the fulfillment of its obligations within a between the parties agreed periode of time and this security is not provided or is insufficient despite summons.In the cases mentioned, Organic Shapes B.V. is authorized to suspend the further execution of the agreement, or to cancel the agreement, all this without prejudice to the right of Organic Shapes B.V. to claim compensation.
2. If circumstances arise with regard to persons and/or materials of which Organic Shapes B.V. engages in the execution of the agreement or commits to engage, which are of such a nature that the execution of the agreement becomes impossible or so objectionable and/or disproportionately expensive that compliance with the agreement can no longer reasonably be expected, is Organic Shapes B.V. authorized to terminate the agreement.

Article 9. Warranty

1. Organic Shapes B.V. guarantees that the goods delivered by her are free from design, material and manufacturing faults.
2. If the item shows a design, material or manufacturing defect, the buyer has the right of reparation or replacement of the item. The seller can choose to replace the item if reparation encounters objections. The buyer is only entitled to replacement if reparation of the item is not possible.

3. The guarantee does not apply if damage is the result of incorrect handling by the buyer or incorrect follow-up of instructions from Organic Shapes B.V..
4. If the guarantee concerns a product that has been produced by a third party, the guarantee is limited to the guarantee given by the producer in question for that product.
5. See also Article 11 Defects and Complaints.

Article 10. Retention of title

1. All goods delivered by Organic Shapes B.V. remain the property of Organic Shapes B.V. until the buyer has complied with all obligations from all with Organic Shapes B.V. concluded purchase agreements.
2. Goods delivered by Organic Shapes B.V. that are subject to retention of title pursuant to paragraph 1 may only be resold within the framework of normal business operations and may never be used as a means of payment.
3. The buyer is not entitled to pledge the items that fall under the retention of title or in any other way constitute charges on them.
4. At the moment of the conclusion of the agreement, the buyer gives unconditional and irrevocable consent to Organic Shapes B.V. or to the third party to be designated by her, in all cases where Organic Shapes B.V. wants to exercise its property rights, to enter those places where the properties of Organic Shapes B.V. will find themselves and take away their properties.
5. If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the buyer is obliged to inform Organic Shapes B.V. as soon as possible, but no later than 3 days after these actions.
6. The buyer is obliged to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to Organic Shapes B.V..

Article 11. Defects & Complaints

1. In order to give Organic Shapes B.V. the opportunity to respond adequately to complaints regarding alleged defects, the buyer must:
 - A. inspect the purchased items at delivery or as soon as possible afterwards. In doing so, the buyer must check whether the goods delivered comply with the agreement, namely:
 - a. whether the correct items have been delivered.
 - b. whether the items delivered correspond to what has been agreed in terms of quantity (for example quantity and number).
 - c. whether the goods delivered meet the agreed quality requirements or - if these are lacking - the requirements that may be set for normal use and/or trade purposes.
 - B. in the event of visible defects and/or shortcomings, to report this within 3 days after delivery in writing to Organic Shapes B.V..
 - C. in the discovery of non-visible defects within 3 days after discovery, but no later than 3 months after delivery, to report in writing to Organic Shapes B.V..
2. Even if the buyer makes a timely complaint, the obligation to pay and accept orders that have been made remains.
3. Goods can only be returned with prior written approval of Organic Shapes B.V..

Article 12. Price / Price increase

1. Unless otherwise expressly stated, Organic Shapes B.V. issued prizes are:
 - a. in euro
 - b. exclusive of VAT.
 - c. based on by Organic Shapes B.V. quoted minimum quantities.
 - d. excluding transport costs
 - e. Ex Works, Incoterms 2020
2. If Organic Shapes B.V. agrees a certain price with the buyer, Organic Shapes B.V. is nevertheless entitled to increase the price if Organic Shapes B.V. can demonstrate that between the moment of the offer and delivery significant price changes have taken place regarding raw materials, currencies and / or wages.
3. If the price increase exceeds 10%, the buyer has the right to cancel the agreement.

Article 13. Payment

1. Unless parties have expressly agreed otherwise, payment must be made within 30 days after the invoice date, without any deduction from the payment amount, in a by Organic Shapes B.V. indicated manner and in the currency in which is billed.
2. After the expiry of 30 days after the invoice date, the buyer is legally in default. From the moment of being in default, the buyer owes interest of 1% per month on the due amount, unless the statutory interest for business transaction is higher, in which case the statutory interest rate for business transactions applies. Furthermore, in the event of non-payment, subsequent deliveries are postponed to the buyer until the outstanding invoice/invoices have been paid by the buyer.
3. Payments made by the buyer always serve first and foremost on the interest and costs owed, and secondly on the due and payable invoices that have been outstanding the longest, even if the buyer states that the payment relates to a later invoice .

Article 14. Collection costs

1. If the buyer is in default or fails to comply with his payment obligation, all reasonable costs, incurred in obtaining payment out of court are at the buyer's expense.
In any case, the buyer is due:

a. over the first euro 3,000.00	15%
b. over the multiple up to euro 6,000.00	10%
c. over the multiple up to euro 15,000.00	8%
d. over the multiple up to euro 60,000.00	5%
e. over the multiple	3%
2. If Organic Shapes B.V. proves to have incurred higher costs, which were reasonably necessary, including all judicial costs, these are also at the expense of the buyer.

Article 15. Liability

1. For damage as a result of defects in the delivered goods, only the liability as set out in article 9 (Warranty) of these terms applies.
2. Organic Shapes B.V. is only liable if damage is caused by intent or gross negligence of Organic Shapes B.V. or her employees.
3. Organic Shapes B.V. shall never be liable for indirect or consequential damages of the buyer or third party, including, but not limited to, lost profits, losses and costs incurred, missed orders and missed discussions, losses due to production or business interruption or stagnation or immaterial damage.
4. If Organic Shapes B.V. is liable, then his liability is limited to a maximum of the invoice amount excluding turnover tax of the products delivered.

Article 16. Force majeure

1. Force majeure means in addition to these general delivery and payment terms what is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which Organic Shapes B.V. can not exercise any influence, but as a result of which Organic Shapes B.V. is unable to meet its obligations, strikes at the company of Organic Shapes B.V. including.
2. During the period of force majeure delivery and other obligations of Organic Shapes B.V. are suspended. If the period in which force majeure obstructs the obligations by Organic Shapes B.V. takes longer than 2 months, both parties are entitled to cancel the agreement, without there being an obligation to pay compensation in that case.
3. If Organic Shapes B.V. at the onset of the force majeure has partially fulfilled its obligations, or can only partially meet its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the buyer is obliged to pay this invoice as if it concerned a separate order. However, this does not apply if the already delivered or deliverable part does not have an independent value.

Article 17. Language

These terms are drawn up in Dutch and translated into English. The Dutch text prevails in disputes concerning the interpretation of these terms.

Article 18. Applicable law

1. Every agreement between Organic Shapes B.V. and the buyer is subject to Dutch law.
2. The competent court in Breda has exclusive jurisdiction to hear all disputes that may arise as a result of the (execution of) any agreement between Organic Shapes B.V. and the buyer and all disputes concerning these terms.

Article 19. Location of terms

These terms have been filed at the office of the Chamber of Commerce and Industry Midden-Brabant under number 81261004. Applicable is always the last registered version or the version that applied at the time of the conclusion of the transaction.