

## Inhoud

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## **General**

1. These conditions apply to every offer, quotation and agreement between Westland Verpakkingen, hereinafter referred to as: "W.V.", and a Customer to whom W.V. has declared these conditions applicable, insofar as the parties have not expressly and in writing deviated from these conditions.
2. These terms and conditions also apply to agreements with W.V., for the execution of which W.V. third parties must be involved.
3. The applicability of any purchasing or other conditions of the Customer is expressly rejected.
4. If one or more provisions in these general terms and conditions are wholly or partially null and void or annulled at any time, the other provisions in these general terms and conditions will remain fully applicable. W.V. and the Customer will then enter into consultation in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the original provisions are taken into account as much as possible.
5. If there is uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation must be made 'in the spirit' of these provisions.
6. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in accordance with the spirit of these general terms and conditions.
7. If W.V. does not always require strict compliance with these conditions, this does not mean that their provisions do not apply, or that W.V. would to any extent lose the right to demand strict compliance with the provisions of these conditions in other cases.
8. When reference is made to "in writing", this also includes sending messages by fax and e-mail. Even if it has not been signed due to (automatic) transmission.

### **When you buy products offline or online**

We work with a platform for our webshop. Namely Lightspeed. When you purchase a product, we collect personal information from you, such as company name, name, address, email address, telephone number, Chamber of Commerce number, VAT number. so that we can process and deliver your order. We do not view or store your payment card details. A third party, Mollie, processes payment card data when a payment card is used for a purchase. We use Exact Online for our administration. We recommend that you carefully read the Privacy Policy of Mollie, Lightspeed and Exact Online.

### **Other uses of personal information by Westland Verpakkingen**

We may also use personal information for operational or internal statistical purposes, such as to generate sales reports and to analyze and measure demographics, purchasing trends, user interests and other trends among our customers. We do not share personal information with third parties for their own marketing purposes.

1. We use Google Analytics.
2. We use (re)marketing services from: Google and Facebook.
3. We use Mailer Light for our newsletters

If you do not wish to receive marketing-related correspondence/newsletters from Westland Verpakkingen, you can always unsubscribe from any e-mail newsletter you receive from Westland Verpakkingen.

## **Security**

Westland Verpakkingen takes reasonable security measures to help protect the information it manages against misuse, unauthorized access, loss and unauthorized disclosure or modification.

**There is an SSL security certificate for the webshop.**

## **Quotations and offers**

1. All quotations and offers from W.V. are without obligation, unless a term for acceptance is stated in the quotation. A quotation or offer will lapse if the product to which the quotation or offer relates is no longer available in the meantime.
2. W.V. cannot be held to its quotations or offers if the Customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise stated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, W.V. not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless W.V. indicates otherwise.
5. A composite quotation is required by W.V. not to carry out part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

## **Contract duration; delivery times, execution and modification of the agreement**

1. The agreement between W.V. and the Customer is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a term has been agreed or specified for the completion of certain work or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Customer must notify W.V. therefore give notice of default in writing. W.V. a reasonable period must be offered in which to still implement the agreement.
3. If W.V. requires information from the Customer for the execution of the agreement, the execution period will not commence until the Customer has provided this correctly and completely to W.V. has made available.
4. The Customer is obliged to purchase the goods when they are made available to him. If the Customer refuses to take delivery or is negligent in providing information or instructions necessary for delivery, W.V. entitled to store the goods at the expense and risk of the Customer.
5. W.V. has the right to have certain work carried out by third parties.
6. W.V. is entitled to execute the agreement in different phases and to invoice the part thus executed separately.
7. If the agreement is executed in phases, W.V. suspend the execution of those parts that belong to a subsequent phase until the Customer has approved the results of the preceding phase in writing.
8. If during the execution of the agreement it appears that it is necessary to change or supplement it for its proper execution, the parties will adjust the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Customer, the competent authorities, etc., is changed and the agreement is therefore changed in qualitative and/or quantitative terms,

this may also have consequences. for what was originally agreed. As a result, the originally agreed amount can be increased or decreased. W.V. will provide a price quote in advance as much as possible. Furthermore, the originally stated term of execution may be changed by an amendment to the agreement. The Customer accepts the possibility of changing the agreement, including the change in price and term of execution.

9. If the agreement is amended, including a supplement, W.V. entitled to implement this only after approval has been given by the W.V. authorized person and the Customer has agreed to the price and other conditions stated for the execution, including the time to be determined at which it will be carried out. Failure to execute the amended agreement or not immediately execute it does not constitute a breach of contract on the part of W.V. and is also not a reason for the Customer to terminate the agreement. Without being in default, W.V. refuse a request to amend the agreement if this could have consequences in qualitative and/or quantitative terms, for example for the work to be carried out or goods to be delivered in that context.
10. If the Customer fails to properly comply with what he owes to W.V. is held, the Customer is liable for all damage (including costs) on the part of W.V. arise directly or indirectly as a result.
11. If W.V. agrees a fixed price with the Customer, then W.V. nevertheless entitled to increase this price at any time without the Customer being entitled to terminate the agreement for that reason, if the increase in the price results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that could not reasonably have been foreseen when the agreement was entered into.
12. If the price increase, other than as a result of a change to the agreement, amounts to more than 10% and takes place within three months after the conclusion of the agreement, then only the Customer is entitled to rely on Title 5, Section 3 of Book 6 of the Dutch Civil Code. entitled to terminate the agreement by a written statement, unless W.V. is then still prepared to execute the agreement on the basis of what was originally agreed, or if the price increase results from an authority or a W.V. obligation under the law or if it is stipulated that delivery will take place more than three months after the purchase.
13. When returning a complete order, the full order amount will be refunded to the account number known to WV. The costs for return shipping are borne by the customer. For partial returns, only the returned product will be refunded. All other costs, shipping or payment costs are not included.an three months after the purchase.

## **Suspension, dissolution and early termination of the agreement**

1. W.V. is entitled to suspend the fulfillment of the obligations or to terminate the agreement if:
  - the Customer does not fulfill the obligations under the agreement, does not do so completely or does not do so on time;
  - after concluding the W.V. agreement learned circumstances give good reason to fear that the Customer will not fulfill the obligations;
  - the Customer has been requested to provide security for the fulfillment of his obligations under the agreement when concluding the agreement and this security is not provided or is insufficient;
  - If due to the delay on the part of the Customer, W.V. can be expected to fulfill the agreement under the originally agreed conditions, W.V. entitled to terminate the agreement.
2. Furthermore, W.V. entitled to terminate the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that

are of such a nature that unchanged maintenance of the agreement is not reasonably required of W.V. can be required.

3. If the agreement is dissolved, the claims of W.V. immediately due and payable by the Customer. If W.V. suspends the fulfillment of the obligations, he retains his claims under the law and the agreement.
4. If W.V. suspends or dissolves, he is in no way obliged to compensate any damage or costs incurred as a result.
5. If the termination is attributable to the Customer, W.V. entitled to compensation for damage, including costs, arising directly and indirectly.
6. If the Customer does not fulfill his obligations arising from the agreement and this non-compliance justifies dissolution, W.V. is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Customer is obliged to pay compensation or compensation due to breach of contract.
7. If the agreement is terminated prematurely by W.V., W.V. in consultation with the Customer, ensure the transfer of work yet to be performed to third parties. This unless the cancellation is attributable to the Customer. If the transfer of the work for W.V. entails additional costs, these will be charged to the Customer. The Customer is obliged to pay these costs within the stated period, unless W.V. indicates otherwise.
8. In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Customer, debt restructuring or any other circumstance as a result of which the Customer cannot can longer freely dispose of his assets, the W.V. is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation. The claims of W.V. in that case are immediately due and payable to the Customer.
9. If the Customer cancels a placed order in whole or in part, the Customer will be charged in full for the items ordered or prepared for this purpose, plus any delivery, removal and delivery costs thereof and the working time reserved for the execution of the agreement. are being brought.

## **Force Majeure**

1. W.V. is not obliged to fulfill any obligation towards the Customer if he is prevented from doing so as a result of a circumstance that is not attributable to his fault, and which is not his responsibility under the law, a legal act or generally accepted views.
2. In these general terms and conditions, force majeure means, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, to which W.V. cannot exert any influence, but as a result W.V. is unable to fulfill its obligations. Work strikes in the W.V. company or from third parties included. W.V. also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after W.V. should have fulfilled his obligation.
3. W.V. may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each party is entitled to terminate the agreement, without obligation to compensate the other party for damages.
4. As far as W.V. at the time of the occurrence of force majeure, his obligations under the agreement have already been partially fulfilled or will be able to fulfill them, and independent value is attributed to the fulfilled or to be fulfilled part, W.V. entitled to separately invoice the part already fulfilled or to be fulfilled. The Customer is obliged to pay this invoice as if it were a separate agreement..

## Cooling off period, Withdrawal and Returns

1. You have the right to cancel your order up to 14 days after receipt without giving any reason. After cancellation you have another 14 days to return your product. You will then be credited with the full order amount including shipping costs.
2. Costs for returning from your home to the online store are at your own expense. These costs amount to approximately €7.85 per package, consult your carrier's website for the exact rates.
3. If you exercise your right of withdrawal, the product will be returned to the entrepreneur with all accessories supplied and - if reasonably possible - in the original condition and packaging. In the following cases we will apply a depreciation:
  - The product is damaged: For example due to careless use or poor packaging during return shipment.
  - The product is incomplete: When the product is not returned complete, such as missing parts, a user manual or accessories.
  - There are clear signs of use visible: If the product shows signs of use that go beyond what is necessary to assess the product.
4. To exercise this right, you can contact us at [info@westlandverpakkingen.nl](mailto:info@westlandverpakkingen.nl). We will then refund the order amount due within 14 days after registering your return, provided that the product has already been returned in good order.
5. *Products that are custom-made according to the specification approved by you are NOT covered by the right of withdrawal. The sale is final after approval of the printing sample or proof.*

## Complaints procedure

It can always happen that something doesn't go quite as planned. We recommend that you first make complaints known to us by sending an email to [info@webwinkelkeur.nl](mailto:info@webwinkelkeur.nl).

If this does not lead to a solution, it is possible to register your dispute for mediation via WebwinkelKeur via <https://www.webwinkelkeur.nl/consument/geschil/>. From 15 February 2016 it is also possible for consumers in the EU to register complaints via the ODR platform of the European Commission. If your complaint is not yet being processed elsewhere, you are free to deposit your complaint via the platform of the European Union.

## Payment, Surcharge and Collection Costs

1. Payment must be made within 14 days of the invoice date, to a payment method specified by W.V. manner to be indicated in the currency in which the invoice is made, unless otherwise agreed in writing by W.V. indicated. W.V. is entitled to invoice periodically.
2. W.V. can work with prepayment for new customers. This means that the ordered item must first be paid for before delivery. W.V. decides to stop this and switch to the standard payment term of 14 days, provided that there is confidence about payment.
3. W.V. is forced to pass on the SUP surcharge and Waste Management Contribution to the customer. The rates can be found at <https://www.afvalfondsverpakkingen.nl/nl/tarieven>. The aim is to state these surcharges separately on the invoice and check out if possible.
4. If an invoice exceeds € 750.00 excluding VAT and shipping costs, 50% must be paid in advance. As soon as payment has been received by WV, delivery will take place.

5. If the Customer fails to pay an invoice on time, the Customer is in default by operation of law. The Customer then owes interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Customer is in default until the moment of payment of the full amount due.
6. W.V. has the right to have the payments made by the Customer go first of all to reduce the costs, then to reduce the interest that has accrued and finally to reduce the principal sum and the accrued interest.
7. W.V. may, without being in default, refuse an offer of payment if the Customer designates a different order for the allocation of the payment. W.V. may refuse full repayment of the principal sum, if the accrued and accrued interest and collection costs are not also paid.
8. The Customer is never entitled to set off the amount paid to W.V. due.
9. Objections to the amount of an invoice do not suspend the payment obligation. The Customer who is not entitled to appeal to section 6.5.3 (articles 231 to 247, book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
10. If the Customer is in default in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment out of court will be borne by the Customer. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice at that time. If W.V. however, has incurred higher costs for collection that were reasonably necessary, the actual costs incurred are eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from the Customer. The Customer also owes interest on the collection costs due.

## **Retention of title**

1. All by W.V. goods delivered within the scope of the agreement remain the property of W.V. until the Customer has removed all obligations from W.V. contract (s) has been properly fulfilled.
2. By W.V. goods delivered that are subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The Customer is not authorized to pledge the items that fall under the retention of title or to encumber them in any other way.
3. The Customer must always do everything that can reasonably be expected of him to the property rights of W.V. to secure.
4. If third parties seize goods delivered under retention of title or want to establish or assert rights thereon, then the Customer is obliged to provide W.V. immediately.
5. The Customer undertakes 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 the policy of this insurance on first request to W.V. for inspection. With a possible payment of the insurance, W.V. entitled to these tokens. Insofar as necessary, the Customer commits towards W.V. in advance to cooperate with everything that may prove necessary or desirable in that context.
6. For W.V. to exercise its property rights as referred to in this article, the Client gives unconditional and irrevocable consent to W.V. and by W.V. third parties to be appointed to enter all those places where the property of W.V. to be present and to take things back.

## **Guarantees, research and complaints, limitation period**

1. The by W.V. Items to be delivered meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in



the Netherlands. The guarantee mentioned in this article applies to items that are intended for use within the Netherlands.

2. The guarantee referred to in paragraph 1 of this article applies for a period of 30 days after delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. If the warranty provided concerns a case that was produced by a third party, then the warranty is limited to that provided by the manufacturer of the item, unless otherwise stated.
3. Any form of guarantee shall lapse if a defect arises as a result of or arising from improper or improper use thereof, incorrect storage by the Customer and / or by third parties when, without the written permission of WV, the Customer or third parties the case has made changes or attempted to make changes. The Customer is also not entitled to warranty if the defect arises due to or is the result of circumstances where W.V. has no influence on it, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), et cetera.
4. The Customer is obliged to inspect the delivered goods or to have them inspected immediately at the time the items are made available to him. In addition, the Customer must investigate whether the quality and / or quantity of the delivered corresponds with what has been agreed and meets the requirements that the parties have agreed on in this respect. Any visible defects must be submitted to W.V. in writing within seven days of delivery. to be reported. Any non-visible defects must immediately, but in any case no later than within fourteen days, after discovery thereof, in writing to W.V. to be reported. The report must contain as detailed a description as possible of the defect, so that W.V. is able to respond adequately. The Customer must provide W.V. to have the opportunity to investigate a complaint.
5. If the Customer complains in time, this does not suspend his payment obligation. In that case, the Customer also remains obliged to purchase and pay for the otherwise ordered items.
6. If it is certain that a case is defective and in that case timely complaint is filed, W.V. the defective item within a reasonable period after the return of it or if return is not reasonably possible, replace the written notification regarding the defect by the Customer, at the discretion of W.V., or arrange for repair or replacement fee to the Customer. In case of replacement, the Customer is obliged to replace the replaced item with W.V. to return and ownership thereof to W.V. to provide, unless W.V. indicates otherwise.
7. If it is established that a complaint is unfounded, then the costs arise, including the research costs, on the part of W.V. as a result, in full, for the account of the Customer.
8. After expiry of the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Customer.
9. For high-quality printing on plastic bags or PP (non) woven bags / shoppers or courier bags use is made of rotogravure sheets or cylinders. The plates / cylinders are made of a copper alloy and are therefore expensive, nevertheless they can only be kept for a limited period under the influence of local weather and storage conditions, such as moisture. Westland Verpakkingen guarantees a shelf life of up to 12 months after delivery of the bags. In case of subsequent orders, later than 12 months after delivery, it must be checked on a case-by-case basis whether the plates are still usable. If this is not the case, new plates / cylinders will have to be made. Westland Verpakkingen cannot be held liable for the costs of new printing plates or cylinders. A generous solution can be looked at without any obligation.

## Delivery

1. The mode of transport is provided by W.V. determined. The Customer pays the shipping costs stated on the invoice. If the order is executed in parts, the transport costs will only be calculated once.



2. By signing the delivery note, which is included with the ordered products, the Customer agrees to receive the products in good / undamaged condition. If visible (transport) damage is present, contact with W.V. The delivered products must be returned in original packaging to W.V. Furthermore, W.V. will do everything in its power to carry out a quick investigation and repair the damage.
3. W.V. is not responsible for damage to the delivered product by third parties. This means a transport company that arranges the transport on behalf of W.V. The handling mentioned in point 2 is maintained.

## **Liability**

1. If W.V. liable, then this liability is limited to what is stipulated in this provision.
2. W.V. is not liable for damage of any kind, caused by W.V. is based on inaccurate and / or incomplete information supplied by or on behalf of the Client.
3. If W.V. should be liable for any damage, the liability of W.V. limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.
4. The liability of W.V. is in any case limited to the amount of the benefit of his insurer, if any.
5. W.V. is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage in the sense of these conditions, any reasonable costs incurred due to the defective performance of W.V. to have the agreement answered, for as much as W.V. can be allocated and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.
7. W.V. is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.
8. The limitations of liability included in this article do not apply if the
9. damage is due to intent or gross negligence of W.V. or his managerial subordinates.

## **Indemnity**

1. The Client indemnifies W.V. for any claims by third parties, which suffer damage in connection with the execution of the agreement and of which the cause is due to other than W.V. is accountable.
2. If W.V. the third party should be held accountable for this by third parties, the Client is obliged to keep W.V. to assist both outside and in court and to do everything that may be expected of him in that case without delay. Should the Customer fail to take adequate measures, W.V. shall be entitled to proceed thereto without notice of default. All costs and damages on the part of W.V. and third parties arise as a result, are fully at the expense and risk of the Customer.

## **Intellectual property**

1. W.V. reserves the rights and powers that accrue to him under the Copyright Act and other intellectual laws and regulations. W.V. has the right to use the knowledge gained through the execution of an agreement for other purposes, insofar as no strictly confidential information of the Customer is brought to the knowledge of third parties.
2. The Customer is entitled W.V. to multiply and use all designs, images and texts supplied by the Client.

## **Applicable law and disputes**

1. All legal relationships in which W.V. is a party, only Dutch law applies, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The judge at the location of W.V. has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, W.V. the right to submit the dispute to the competent court according to the law.
3. The parties will first appeal to the court after they have made every effort to settle a dispute in mutual consultation.

## **Location and modification of conditions**

1. These conditions have been filed with the Chamber of Commerce.
2. Applicable is always the last registered version or the version that applied at the time of the establishment of the legal relationship with W.V ..
3. The Dutch text of the general terms and conditions is always decisive for the explanation thereof.

Naaldwijk, 20-3-2023

Managing board, Westland Verpakkingen