

## **GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT**

### **Article 1: General**

Alveru B.V., hereinafter referred to as Alveru

Established and based in Amersfoort, Terminalweg 37A, 3821 AJ

1. The general terms and conditions apply to all legal relationships between Alveru and the other party, also after termination of an agreement. The terms and conditions shall be sent to the other party on first request and can be viewed on the website <https://www.alveru.com/nl/dropshipment-10938836/> at all times.
2. The applicability of any purchasing or other conditions of the other party is expressly rejected.
3. If one or more of the provisions in these general terms and conditions should at any time be wholly or partially null and void or voided, the other provisions of these general terms and conditions will remain fully applicable. Alveru and the other party will then enter into consultation to agree on new provisions to replace the null and void provisions, taking into account as far as possible the objective and purport of the original provisions.
4. If any uncertainty exists regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation must take place 'in the spirit' of these provisions.
5. If a situation arises between the parties that has not been settled in these general terms and conditions, this situation should be assessed in the spirit of these general terms and conditions.
6. If Alveru does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that Alveru would in any way lose the right to require strict compliance with the provisions of these terms and conditions in other cases.

### **Article 2: Offers/Orders**

1. All quotations and price lists issued by Alveru in any form whatsoever are without obligation, unless explicitly stated otherwise.
2. Alveru reserves the right to refuse orders without giving reasons, or to deliver cash on delivery.
3. Alveru cannot be bound by its quotations or offers if the other party can reasonably understand that the quotations or offers, or part thereof, contain an obvious mistake or error.
4. The prices mentioned 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 shipping and handling costs, unless otherwise indicated.
5. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, Alveru shall not be bound by it. In that case, the agreement will not be concluded in accordance with this deviating acceptance, unless Alveru indicates otherwise.
6. A compound quotation does not oblige Alveru to perform part of the assignment at a corresponding part of the quoted price. Offers or quotations do not apply automatically to future orders.

### **Article 3: Deliveries/prices**

1. The other party shall be obliged to take delivery of the goods at the moment they are made available to it. If the counterparty refuses to take delivery or is negligent in the provision of information or instructions necessary for the delivery, Alveru shall be entitled to store the goods at the expense and risk of the other party.
2. Alveru has the right to have certain work carried out by third parties.
3. Alveru is entitled to execute the agreement in several phases and to invoice the part thus executed separately.
4. If the other party should fail to properly fulfil its obligations towards Alveru, then the other party is liable for all damages (including costs) incurred by Alveru as a direct or indirect result.
5. If Alveru agrees with the other party on a fixed price, then Alveru is nevertheless at all times entitled to increase this price without the other party being entitled to dissolve 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 which could not reasonably have been foreseen at the time the agreement was concluded.
6. For transactions for which, due to their nature and size, no quotation or order confirmation is sent, the invoice will be deemed to reflect the agreement accurately and completely, unless a complaint is made within 48 hours. Prices are based on the database, unless otherwise agreed in writing, subject to price changes, printing and/or misprints. Alveru is entitled to change the purchase price accordingly, without Alveru being liable to pay any compensation.

### **Article 4: Transport/risk**

1. The method of transport, shipment, packaging, etc., shall, if no further instruction is given to us by the other party, be paid for by us as a good merchant.
2. Any specific wishes of the other party with regard to transport or shipment will only be carried out if the other party has declared that it will bear the additional costs thereof.
3. Alveru is entitled to charge a fee for durable packaging materials, which will be stated on the invoice. We will settle these costs after receiving the goods back in undamaged condition.
4. Alveru insures goods up to 500 euros with GLS in case of theft or damage. PostNL is not insured if a surcharge is paid by the other party.

### **Article 5: Payment**

1. Payment should be made in cash via Ideal or Paypal or within 7 days (after long term cooperation), in the currency of the invoice. If payment is not made in cash, all claims will be collected on the first working day of each week. This could also be done via direct debit.
2. If the other party fails to pay an invoice on time, the other party shall be in default by operation of law. The other party then owes an interest of 6% on an annual basis, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due and payable will be calculated from the moment that the other party is in default until the moment of payment of the full amount due.

3. Alveru shall be entitled to have the payments made by the other party go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest.
4. The other party shall never be entitled to set off the amount it owes to Alveru.
5. Objections to the amount of an invoice will not suspend the payment obligation. Nor is the other party, who is not entitled to invoke Section 6.5.3 (Sections 231 through 247 of Book 6 of the Dutch Civil Code), entitled to suspend payment of an invoice for any other reason.
6. If the other party is in default or breach of contract in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the other party. The extrajudicial costs will be calculated on the basis of what is customary in the Dutch collection practice, currently the calculation method according to Rapport Voorwerk II. However, if Alveru has incurred higher costs for collection that were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the other party. The other party will also owe interest on the collection costs owed.

#### **Article 6: Force Majeure**

1. Alveru shall not be obliged to fulfil any obligation towards the other party if he is prevented from doing so as a consequence of a circumstance that is not due to any fault on his part and for which he cannot be held accountable by virtue of the law, a juristic act or generally accepted practice. Examples of such circumstances are a national PostNL disruption.
2. In these general terms and conditions, force majeure is defined, in addition to its definition in the law and in case law, as all external causes, foreseen or unforeseen, over which Alveru has no control, but which prevent Alveru from fulfilling its obligations. This includes strikes in the company of Alveru or third parties. Alveru also has the right to invoke force majeure if the circumstance preventing (further) performance of the contract occurs after Alveru should have performed its obligation.
3. Alveru may suspend its obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement without any obligation to pay the other party damages.

#### **Article 7: Retention of title**

1. All goods delivered by Alveru within the framework of the agreement will remain the property of Alveru until the other party has properly fulfilled all obligations arising from the agreement(s) concluded with Alveru.
2. Goods delivered by Alveru that come under retention of title in accordance with paragraph 1 may not be resold and may never be used as a means of payment. The other party is not entitled to pledge or encumber in any other way the goods that are subject to retention of title.
3. The other party must always do everything that may reasonably be expected of it to safeguard the property rights of Alveru.
4. If third parties seize goods delivered subject to retention of title or wish to establish or assert rights to them, the other party will be obliged to inform Alveru of this immediately.

### **Article 8: Liability**

1. We exclude any liability, insofar as this is not regulated by law.
2. The liability of Alveru on account of non-delivery, late delivery or defective delivery is limited to a maximum of the amount of the order in question.
3. By the mere acceptance of the delivered goods by or on behalf of the other party, Alveru is indemnified against all possible claims by the other party and/or third parties for payment of damages, irrespective of whether the damage has arisen as a result of composition and/or manufacturing faults or as a result of any other cause.

### **Article 9: Complaints**

1. Complaints must be made in writing or by email within 48 hours of the invoice date. After the expiry of this period, the other party will be deemed to have approved the goods delivered or the invoice, respectively.
2. If we consider the complaint to be well-founded, Alveru is only obliged to replace the goods to which the complaint relates or to compensate the other party.
3. Only if and insofar as the complaint is found to be justified does this suspend the other party's payment obligation, but only to the extent of the amount of the complaint.
4. Seasonal items cannot be claimed.
5. If you do not wish to take delivery of a product for whatever reason, you are entitled to return the product to Alveru within fourteen (14) days after delivery. Returns in this case are only accepted if the packaging of the product is undamaged and the plastic seal on the packaging has not been broken, whereby it also applies that the costs for returning the product are at your expense.

### **Article 10: Applicable law and disputes**

1. Dutch law shall apply exclusively to all legal relationships to which Alveru is a party, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship has its place of residence there. The applicability of the Vienna Sales Convention is excluded.
2. The court in Alveru's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Alveru has the right to submit the dispute to the court that has jurisdiction according to the law.
3. The parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

### **Article 14: Location and modification of conditions**

1. These terms and conditions have been filed with the Chamber of Commerce Amersfoort.
2. The most recently filed version or the version that applied at the time at which the legal relationship with Alveru was established shall always apply.
3. The Dutch text of the general terms and conditions shall always be decisive for the interpretation thereof.