

## **- Immenz v.o.f-**

### **Additional translation of our General Terms & Conditions (T&C) business purchasers only (Resellers/wholesalers)**

(without any responsibility for the correct translation – for all legal relationships, Dutch rights and the valid Dutch language version of our “Algemene voorwaarden” are leading – the Dutch version can be obtained under [www.immenz.nl](http://www.immenz.nl))

#### **1. Scope of the T&C**

The following T&C shall apply only for companies, legal entities under public law and special funds under public law. Contrary terms and conditions of the customer or terms and conditions which deviate from ours are not recognized by us unless we have expressly agreed to them in writing.

#### **2. Territory**

The Territory is the country where the reseller has its place of business. The Reseller is aware that Immenz' has introduced a distribution system in which one or more exclusive resellers are appointed for each country who are in their turn subject to the same restriction set forth below, respectively that Immenz' has reserved all other territories for supply by Immenz' or its affiliates. Reseller is, therefore, prohibited to actively sell Immenz' products to customers outside the Territory, in particular Reseller is prohibited to actively approach customers outside the territory, for example by visits or direct mail or through advertisements (including via electronic commerce) specifically targeted to customers outside the Territory. Reseller is also prohibited to establish a warehouse or a distribution outlet outside the Territory.” Prohibited to sell our products on Amazon, unless specifically agreed otherwise.

#### **3. Prices, order requirements**

Valid list price at the time of order applies for the supply. All prices quoted are plus shipping costs. Minimum order volume for the first and following orders is 750 Euro per order.

Any offer of Immenz on the website is non-binding. Obvious mistakes or errors in the offer don't bind Immenz.

#### **4. Delivery dates**

Delivery dates are non binding. Exceeding the delivery date, the supplier shall be granted additional 4 weeks for completing delivery. This period shall start with the first written reminder for delivery from the customer side. After this period the customer may step back from the contract of purchase.

When Immenz mentions no stock, stock amount on the website are leading for delivery possibilities.

#### **5. Performance risk**

Risk shall be transferred to the customer as soon as the consignment has been handed over to the person responsible for carriage or has left our warehouse for the shipping. If the agreed shipment is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer from the date upon which the goods are reported to be ready for dispatch. We are not liable for damage in transit. Please check your shipments immediately on arrival and in case of damage have the delivering person write a report to confirm damage. Without this documentation transport companies such as Postal or parcel services and freight forwarders do not pay compensation.

## 6. Complaints

Complaints of obvious defects should be made in written form within 5 days after receipt of goods, complaints of hidden defects immediately after discovery. In case of defects, it is our choice to credit, repair or replace the product. Replaced products will become our property.

## 7. Reservation of title

The delivered goods will remain our property until complete fulfilment of all our claims under the business relationship with the customer. The buyer is entitled to resell the goods within the framework of a proper business transaction, as long as he is not in default of payment. The Customer already assigns claims arising from resale or another legal basis (insurance, unlawful act, etc.) with regard to the retained goods by way of security entirely to us. As long as he does fulfil his payment obligations to us, the buyer is entitled, until contrary notice, to recover the outstanding claims assigned to us in his own name. In cases where third parties access the goods subject to reservation of title, particularly in the case of distraint, the buyer will point to the ownership of the seller and inform the seller immediately. If the third party is unable to reimburse us the judicial or out of court costs within this context, the buyer shall be liable for these costs. We shall release the assignment made in our favor when the value of the secured goods has a value which exceeds the value of our total claim, including interest for late payment, by more than 10%.

## 8. Liability

Immenz is only liable for direct damage. Liability for indirect damages, including lost profits, consequential damages, loss, lost savings and damage due to business stagnation, is expressly excluded.

Direct damages shall be understood to be exclusively the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the meaning of these general conditions, any reasonable costs made to restore the Immenz' faulty performance of the agreement in so far as this can be attributed to Immenz' and reasonable cost incurred to prevent or limit the direct damage as meant in these terms and conditions.

Any liability for direct damage by Immenz towards customer, on whatever account or basis, is limited per event (where coherent sequence of events is considered as one event) to the actually paid invoice amount (by the customer to Immenz) of the month in which the damage occurred including shipping costs. Immenz is not liable for damages of any kind, resulting from incorrect and/or incomplete data provided by or on behalf of the customer. Always mention the order number when reporting.

The limitations of liability in this article are not applicable if the damage is due to wilful misconduct or gross negligence of Immenz or his subordinates.

## 9. Terms of payment

Unless otherwise agreed amounts owed by the customer are to be paid in advance

The payment will only be considered made, when we are able to access the payment in our accounts.

All bank transactions must be "free of charge for the receiver".

**Bank:** Triodos Bank **IBAN:** NL40TRIO0254769527, **BIC:** TRIONL2U **Name:** Immenz v.o.f.

All charges associated through late payment are for the customer's account. Immenz is entitled a default interest of 1% a month on the outstanding amount to charge, unless the statutory interest rate is higher, in which case the legal interest is due.

## 10. Other

On agreements between Immenz and the customer to which these conditions apply, only Dutch law applies, whether or not an undertaking in whole or in part in a foreign country implementation.

The place of fulfilment for delivery and payment is Veerpolder 19-015, Warmond and is also the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Should any provision of the purchase agreement or these T&C be or become invalid, either in part or in full, the effectiveness of the other provisions shall not be affected thereby.

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