

General terms and conditions

Kroonint bv / Kroonint Protective Coating bv.

Article 1 Definitions

1.1 In these general terms and conditions, the following terms shall have the following meanings:

- terms and conditions: these general terms and conditions of Kroonint B.V., with its registered office in Rotterdam, and Kroonint Protective Coating B.V., with its registered office in Dordrecht, are filed with the Court in Rotterdam;
- Kroonint: Kroonint B.V. with its registered office in Rotterdam and/or Kroonint Protective Coating B.V. with its registered office in Dordrecht;
- client: any natural or legal person who purchases products and/or services from Kroonint or to whom Kroonint makes offers;
- other party: any natural or legal person with whom Kroonint has entered into an agreement, including the client
- product(s): all paints, lacquers, chemicals, painting supplies, industrial coatings, sanitary and household cleaners, cleaning machines, maintenance work and repairs to cleaning machines, all results of services provided by Kroonint and/or items that are the subject of an offer made by Kroonint or an agreement entered into with Kroonint as the contracted party;
- third party: any natural or legal person not being (an employee of) Kroonint, other party or client.

Article 2 General

2.1 These terms and conditions apply to all offers, deliveries, and services of Kroonint, as well as to all orders placed with Kroonint and to all agreements concluded with Kroonint.

2.2 These terms and conditions may only be deviated from in writing between Kroonint and the other party.

2.3 Any general terms and conditions of the other party are explicitly rejected by Kroonint, except where they have been explicitly accepted by Kroonint in writing.

2.4 In the event of conflict between these terms and conditions and any general terms and conditions of the other party accepted by Kroonint in accordance with the previous paragraph, the provisions of these terms and conditions shall prevail, except if and insofar as the applicability of any general terms and conditions of the other party that conflict with these terms and conditions have been explicitly accepted by Kroonint in writing.

2.5 The other party is assumed to also accept these terms and conditions with regard to subsequent offers, deliveries, and services by Kroonint and subsequent agreements concluded with Kroonint.

2.6 Kroonint is entitled to amend these conditions unilaterally. The amended terms and conditions shall be deemed to have been accepted if the other party does not object to the amended terms and conditions in writing within 10 days after the amended terms and conditions have been sent to the other party or become known to the other party. Unless otherwise stipulated in the amended terms and conditions, the amended terms and conditions shall apply from the moment they are deemed to have been accepted in accordance with the above provisions.

Article 3 Offers

3.1 All offers made by Kroonint are without obligation. Kroonint reserves the right to revoke its offers at any time, regardless of any time period included therein. If an offer made by Kroonint is accompanied by specifications, Kroonint is not obliged to notify the client of any changes to those specifications.

3.2 All offers made by Kroonint are based on the information provided by the client, unless explicitly stated otherwise in writing, as well as on the assumption and estimated on the assumption that the agreement to be concluded in accordance with that offer can be executed by Kroonint under normal circumstances during normal working hours.

3.3 An offer made by Kroonint shall not be binding on Kroonint if the pricing included in that offer is based on an obvious clerical or printing error.

Article 4 Prices

4.1 The prices quoted by Kroonint are exclusive of VAT, exclusive of deposits, exclusive of freight and any delivery costs, unless the contrary is evident from written communications.

4.2 All prices quoted by Kroonint are based on the exchange rates, costs relating to materials, transport, wages, taxes, levies, import duties, and other price-determining factors applicable at the time the order is accepted by Kroonint.

4.3 Kroonint shall be entitled to pass on without prior notice any cost increases that have occurred between the time the order was accepted and the time of delivery to the client. Increases in costs include: increase in freight rates, taxes, import and export duties or other levies, increase in wages and social insurance contributions, price changes by suppliers, exchange rate changes, and price increases, including increases in the prices of raw materials, components, and energy.

4.4 If the agreed price is increased within three months after the conclusion of the agreement, the client, being a natural person who is not acting in the practice of a profession or operation of a business, shall be authorised to dissolve the agreement. The right to dissolve the agreement expires 14 days after the date of the first invoice. Upon request, Kroonint will send a specification of the price increase. Payment of the price increased on the basis of this article shall be made in the manner agreed for the original price.

Article 5 Conclusion and amendment of agreements

5.1 An agreement is concluded after the board of directors of Kroonint and/or the authorised representative(s) of Kroonint as appears from the trade register of the Chamber of Commerce have accepted an order from the client or an offer from the other party in writing or if Kroonint has commenced the execution of the order, which includes sending the client a consignment note or invoice. Any additional agreements or changes made at a later date shall only apply if confirmed in writing by the board of directors of Kroonint and/or the authorised representative(s) of Kroonint as appears from the trade register.

5.2 The date of the conclusion of the agreement shall be the date of the written acceptance of the order or the offer by the board of directors of Kroonint and/or the authorised representative(s) of Kroonint as appears from the trade register or, in the absence of such written acceptance, the date of the consignment note or invoice.

5.3 Agreements with or announcements by employees of Kroonint who are not authorised to represent Kroonint as appears from the trade register of the Chamber of Commerce shall not be binding on Kroonint unless they have been affirmed in writing by the board of directors of Kroonint and/or its authorised representative(s) as appears from the trade register of the Chamber of Commerce.

5.4 The client is obliged to notify Kroonint in writing and in a timely manner of any significant changes relating to the execution of an order placed by the client. Kroonint is authorised to charge the client for the additional costs associated with a change. The changes to the order take effect by means of and as from the written acceptance thereof by Kroonint.

5.5 The client is not authorised to withdraw (cancel) an order that has already been placed, without the express written consent of Kroonint. In the event that Kroonint consents to the withdrawal of an order already placed, the client shall nevertheless be obliged to pay Kroonint, by way of compensation, the costs already incurred by Kroonint, loss of profit and interest, as well as any other loss suffered by Kroonint as a result of the order already issued to Kroonint by the client, regardless of whether the withdrawal is the result of force majeure on the part of the client. The aforementioned loss of profit amounts to at least 35% of the purchase or contract price. Kroonint reserves the right to claim full compensation.

5.6 The client is obliged to return any packaging supplied by Kroonint and subject to a deposit, carriage paid within six months of delivery. The deposit for the packaging supplied by Kroonint shall be charged to the client. After the expiry of the aforementioned six months, there is no obligation for Kroonint to take back the packaging it has supplied and charged with a deposit. If the client fails to comply with the obligation set out in this paragraph, Kroonint shall be entitled to demand the return of the packaging supplied by Kroonint or to demand alternative compensation. The aforementioned compensation shall at least amount to the deposit charged by Kroonint to the client on delivery of the packaging. If the packaging is returned within six months of its delivery by Kroonint, the amount charged shall be refunded to the client, provided Kroonint considers that the packaging returned is in good condition.

5.7 Kroonint shall never be obliged to take back packaging supplied by Kroonint that is not subject to a deposit.

Article 6 Delivery period

6.1 Unless explicitly agreed otherwise in writing, the agreed delivery period shall be approximate only. Kroonint is not liable for deviations from agreed delivery periods. Exceeding the agreed delivery period does not entitle the client to refuse products, to claim compensation, to fail to perform or to suspend any of its own obligations arising from the agreement concluded with Kroonint, or to (partial) dissolution and/or conversion and/or (partial) cancellation of the agreement.

6.2 In the event that the client and Kroonint have explicitly agreed a delivery period in writing, on pain of a penalty, this penalty shall not be owed by Kroonint if the agreed delivery term is exceeded as a result of force majeure on the part of Kroonint.

6.3 The delivery period shall be determined on the basis of the situation at the time of the offer made by Kroonint, normal circumstances, customary working hours, sufficient information provided by the client to Kroonint, and timely delivery by third parties of the necessary materials.

6.4 Without prejudice to the provisions of paragraph 1 of this article, a delivery period does not commence until after the order has been accepted in writing by Kroonint; all information necessary for the execution is in the possession of Kroonint; in the event of partial or full payment in advance, this payment has been received by Kroonint; and the space in which the items sold are to be placed or where work is to be carried out is made available to Kroonint, is clean, empty, and has the necessary facilities (gas, water, electricity, etc.) to carry out the work, unless expressly agreed otherwise in writing.

Article 7 Deviations

7.1 With regard to the quantity of the product supplied by Kroonint, the client is obliged to accept a deviation of no more than 10%, to purchase the product with a deviation, and to pay the price changed as a result of that deviation.

7.2 Deviations in colour and other properties, which fall within the margins accepted in the industry for the product in question or are technically unavoidable, do not constitute an attributable failure on the part of Kroonint.

Article 8 Delivery / Risk

8.1 Delivery of products shall take place ex warehouse (ex works) in accordance with Incoterms 2000, or the Incoterms applicable at that time, or elsewhere as agreed in writing. This means that, after leaving Kroonint's warehouses or any other place determined by Kroonint, the products to be delivered are at the client's risk. The client is liable for damage that occurs during transport of the products with or to those products. Damage includes, but is not limited to, fire and water damage, theft, and misappropriation. The client must take out adequate insurance against the aforementioned risk. Kroonint is entitled to require proof from the client of the insurance referred to in the previous sentence prior to delivery of the products.

8.2 If Kroonint has notified the client that the products are ready for delivery from a certain date and the client does not take delivery of the products within two weeks, the client shall be in default from that moment without a warning or notice of default being required. From the moment of default, the products shall be at the expense and risk of the client and storage costs shall be charged to the client.

8.3 In the event of the sale of finished products (products purchased by Kroonint, and sold and delivered to the client), the client accepts these in the condition in which they were at the time of delivery.

Article 9 Security

9.1 Kroonint is at all times entitled to require the client to make an advance payment or provide security for the performance of its obligations to Kroonint. Kroonint is entitled to suspend the performance of the agreement until the required security has been provided by the client.

Article 10 Payment

10.1 Unless otherwise agreed in writing, payment of the full amount stated on the invoice must always be made within fourteen days of the invoice date at Kroonint's office or that of a third party to be designated by Kroonint, or by transfer or deposit into Kroonint's bank account.

10.2 The client shall never be entitled to any deduction or set-off of the price owed to Kroonint against any claim that it believes it has against Kroonint. If the client is of the opinion that it has claims in respect of the agreement concluded with Kroonint, this shall not release the client from the obligation to pay in the agreed manner and the client shall not be entitled to suspend its payment obligation.

10.3 If the payment term is exceeded, the client shall owe Kroonint a default interest of 2% per month on the outstanding amount from the due date of the invoice. All judicial and extrajudicial costs associated with the collection of the outstanding amount shall be borne by the client. The extrajudicial costs are set at a minimum of 15% of the outstanding amount plus VAT, with a minimum of €450.

10.4 Payments made by the client shall first cover the payment of any interest, costs, and any other amounts owed to Kroonint under this agreement, and then the payment of the oldest due and payable invoices, even if the client states that the payment covers a later invoice.

10.5 Discount for cash or early payment will not be granted, unless explicitly agreed in writing.

Article 11 Liability

11.1 Any liability to the other party for damages or consequential loss of any kind whatsoever arising from any cause whatsoever, even those arising through the negligence or fault of Kroonint's employees, with the exception of intent or gross negligence on the part of Kroonint, is excluded.

11.2 In particular, Kroonint is not liable for:

a) costs incurred by the other party, damage suffered and to be suffered by the other party, and interest to be paid by the other party, which may arise as a direct or indirect result of violation of any patent, licence or other rights of third parties as a result of the use of data provided by the other party;

b) defects in finished products (products purchased by Kroonint and sold and delivered to the client); and

c) environmental damage caused by the other party using Kroonint products.

11.3 Kroonint shall never be obliged to compensate for trading loss, consequential losses or loss of profit.

11.4 Article 11.1 also applies to any third parties that Kroonint engages in the execution of its obligations under agreements concluded with the other party.

Article 12 Indemnity

12.1 To the extent that a third party, engaged by Kroonint for the execution of Kroonint's obligations under the agreement concluded with the client, fails to perform its contractual or statutory obligation in the execution of the agreement concluded with the client or acts unlawfully, and this failure to perform or unlawful action results in the liability of Kroonint to third parties, the third party engaged by Kroonint hereby indemnifies Kroonint against all consequences of that liability. The third parties engaged by Kroonint are obliged to take out adequate insurance in this respect.

12.2 The client hereby indemnifies Kroonint against claims by third parties in respect of environmental damage.

12.3 The client hereby indemnifies Kroonint against claims by third parties as a result of the infringement of any patent, licence or other rights of third parties as a result of the use of information provided by the other party.

Article 13 Termination

13.1 Kroonint is entitled to suspend its performance(s) or extrajudicial dissolution (in whole or in part) of the agreement without prior notice of default and to return its property if the other party fails to fulfil its obligations under the agreement concluded with Kroonint, is granted a moratorium, is declared bankrupt, or if a substantial part of the assets of the other party is seized, or if a substantial part of the assets of the other party is placed under administration, or, if the other party is a legal entity, this legal entity is dissolved. The preceding is without prejudice to Kroonint's right to compensation.

13.2 In the cases referred to in paragraph 1 of this article, all amounts owed by the other party to Kroonint shall be immediately due and payable in full.

Article 14 Force majeure

14.1 If, as a result of force majeure, Kroonint is permanently unable to perform the agreement, Kroonint, without prejudice to its other rights, as well as the other party shall be entitled to dissolve the agreement with immediate effect, either in whole or in part, without the necessity of court proceedings and without any obligation for Kroonint to pay compensation as a result.

14.2 If, as a result of force majeure, Kroonint is temporarily unable to (further) fulfil its obligations under the agreement, Kroonint shall be entitled, without prejudice to its other rights, to suspend those obligations or to dissolve the agreement in whole or in part without the necessity of court proceedings and without any obligation for Kroonint to pay compensation as a result.

14.3 For the purposes of these terms and conditions, force majeure shall be understood to mean: any circumstance or event beyond the control of Kroonint that wholly or partially, temporarily or otherwise, prevents the execution of obligations to the client or as a result of which the performance of obligations cannot reasonably be required of Kroonint, irrespective of whether the circumstance or event was foreseeable when the agreement was concluded, such as war, revolution, state of emergency, riots, strikes, lockouts, blockades, embargo, government measures, lack of (raw) materials and/or labour force, transport impediments, fire and/or malfunction at Kroonint's company or that of one or more of its suppliers or subcontractors, explosion, flooding, severe weather, traffic disruption, interruption of the supply of energy or drinking water, defects or malfunctions in (embedded) software, and (partial) non-compliance, on any grounds whatsoever, by suppliers.

Article 15 Retention of title, transfer of ownership, and right of retention

15.1 All products delivered by Kroonint remain the property of Kroonint until the other party has fulfilled all its obligations under the agreement on the basis of which the goods were delivered, and to the extent permitted by law also under other agreements concluded between Kroonint and the other party, including any interest and costs due.

15.2 Without the knowledge and express written consent of Kroonint, the other party is not authorised to alienate or encumber to third parties the products delivered by Kroonint for the performance of its obligations vis-à-vis Kroonint. If this is violated, the purchase price is immediately and fully due and payable.

15.3 If the other party fails to fulfil its obligations, Kroonint shall be entitled to retrieve the products delivered subject to its own retention of title. If this situation arises, the other party hereby states that it will give Kroonint its cooperation in this respect.

15.4 Kroonint is entitled to retain all goods that are or will be made available to Kroonint by the other party, for whatever reason, until the other party has fulfilled all its obligations to Kroonint. Kroonint also has this right of retention in the event that the other party is granted a moratorium or is declared bankrupt.

15.5 With regard to the safekeeping and use of goods made available to Kroonint by the other party, Kroonint applies the same care as for its own goods. However, the risk of the goods made available to Kroonint by the other party shall at all times be borne by the other party.

Article 16 Complaints

16.1 The client is obliged to check immediately after receipt of the products whether they comply with the agreed quantity, colour, type, dimensions, and quality.

16.2 Any complaints relating to incorrect delivery must be submitted to Kroonint by registered letter within five days of delivery of the products, specifying the exact nature of the complaint, on pain of forfeiture of the right to submit a complaint.

16.3 Any complaints relating to defects in the products must be submitted to Kroonint by registered letter within five days of discovery of the defects, specifying the exact nature of the complaint, on pain of forfeiture of the right to submit a complaint. When submitting the complaint, the client must provide Kroonint with a sample of the product about which the complaint arose.

16.4 If a complaint submitted in accordance with this article is upheld, Kroonint shall only be obliged to replace or reimburse the products.

16.5 Lodging a complaint shall not release the client from its obligations to Kroonint, nor shall the client be entitled to suspend performance of these obligations.

16.6 A complaint shall in any case be declared inadmissible if the expiry date indicated on the product has been exceeded, or if a period of four months has elapsed after delivery of the product.

16.7 A complaint shall in any case be declared unfounded in the event that the client has handled or stored the product inexpertly/incorrectly, or the alleged defect was or should have been known to the client. Improper/incorrect handling or storage includes, but is not limited to, storage in rooms with a temperature of less than 5 degrees Celsius or more than 40 degrees Celsius.

16.8 In the event of a complaint, the client must prove that the goods about which the client is complaining were supplied by Kroonint or are products of Kroonint.

Article 17 Applicable law and disputes

17.1 All offers, deliveries, and services of Kroonint, as well as all orders placed with Kroonint and all agreements concluded with Kroonint are governed by Dutch law. All disputes arising from an agreement concluded with Kroonint shall in the first instance be settled exclusively by the competent court in Rotterdam, unless Kroonint prefers to apply to the competent court at the other party's domicile or place of business, without prejudice to the jurisdiction of (either of) the parties to submit the dispute to the court in preliminary relief proceedings of the competent court in order to obtain an interim injunction.

These General terms and conditions have been translated. All agreements, offers, confirmations and deliveries of Kroonint B.V. and Kroonint Protective Coating B.V. are exclusively the general terms and conditions of Kroonint B.V./Kroonint Protective Coating B.V. applicable, which have been filed with the registry of the District Court in Rotterdam under number 65/2004 and which include a limitation of liability.