

General Terms and Conditions of Sale of Palletbedrijf Van der Pol B.V.

The private limited liability company Palletbedrijf Van der Pol B.V. (hereinafter: Palletbedrijf Van der Pol) is registered with the Chamber of Commerce under number 20036694 and has its registered office at Dorpsstraat 96 in (4634 TT) Woensdrecht.

Article 1 - Definitions

1. In these General Terms and Conditions, the following terms will have the meanings set forth below, unless expressly stated otherwise:
2. **Offer:** Any written offer to the Buyer for the delivery of Products by the Seller to which these Terms and Conditions are inextricably linked.
3. **Company:** The natural or legal person who is acting in the course of a profession or business.
4. **Buyer:** The Company that enters into a (distance) Agreement with the Seller.
5. **Agreement:** The (distance) purchase agreement for the sale and delivery of the Products purchased by the Buyer from Palletbedrijf Van der Pol.
6. **Products:** The Products offered by Palletbedrijf Van der Pol are pallets, crates, packaging, wood and sheet material.
7. **Seller:** The supplier of the Products to the Buyer, hereinafter: Palletbedrijf Van der Pol.

Article 2 - Applicability

1. These General Terms and Conditions apply to every Offer of Palletbedrijf Van der Pol and every Agreement between Palletbedrijf Van der Pol and a Buyer and to every Product offered by Palletbedrijf Van der Pol.
2. Before a (distance) Agreement is concluded, these General Terms and Conditions will be made available to the Buyer. If this is not reasonably possible, Palletbedrijf Van der Pol will inform the Buyer how the Buyer can view the General Terms and Conditions, which are in any case published on the website of Palletbedrijf Van der Pol, so that the Buyer can easily save these General Terms and Conditions on a durable data carrier.
3. Deviations from these General Terms and Conditions are possible in exceptional situations if this has been explicitly agreed with Palletbedrijf Van der Pol in writing.
4. These General Terms and Conditions will also apply to supplementary, amended and follow-up agreements with the Buyer. Any general and/or purchase terms and conditions of the Buyer are expressly rejected.
5. If one or more provisions of these General Terms and Conditions are null and void or are voided in part or in full, the other provisions of these General Terms and Conditions will remain in effect and the voided provision will be replaced by a provision having the same purport as the original provision.



6. Uncertainties about the content, explanation or situations not provided for in these General Terms and Conditions must be assessed and explained in accordance with the spirit of these General Terms and Conditions.

Article 3 - The Offer

1. All Offers made by Palletbedrijf Van der Pol are without obligation, unless explicitly stated otherwise in writing. If the Offer is valid subject to restrictions or specific conditions, this will be expressly stated in the Offer. An Offer will only be deemed to be valid if it is recorded in writing.
2. The Offer made by Palletbedrijf Van der Pol is without obligation. Palletbedrijf Van der Pol will only be bound by the Offer if the Buyer accepts the Offer in writing within 30 days, unless specifically stated otherwise, or if the Buyer has already paid the amount due. Nevertheless, Palletbedrijf Van der Pol will be entitled to refuse an Agreement with a potential Buyer on reasonable grounds.
3. The Offer will contain an accurate description of the Product offered together with the relevant prices. The description will be sufficiently detailed to enable the Buyer to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer will not bind Palletbedrijf Van der Pol. Any illustrations and specific details in the Offer are merely an indication and will not constitute grounds for compensation or the dissolution of the (distance) Agreement. Palletbedrijf Van der Pol cannot guarantee that the colours in the picture correspond exactly to the real colours of the Product.
4. Delivery times and periods stated in the offer of Palletbedrijf Van der Pol are indicative and in the event of failure to meet them, the Buyer is not entitled to dissolve the Agreement or to damages, unless explicitly agreed otherwise.
5. A compound quotation will not oblige Palletbedrijf Van der Pol to deliver part of the Products included in the Offer or quotation against part of the price stated.
6. If and to the extent that an offer has been made, this will not automatically apply to repeat orders. Offers will only be valid while stocks last and according to the 'gone is gone' principle.
7. All sales numbers and suchlike are subject to change. The actual number of Products delivered may deviate from what the Parties have agreed. In the event of a smaller or larger delivery, the Buyer will not be entitled to dissolve the Agreement nor to compensation.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded when the Buyer has accepted an Offer by Palletbedrijf Van der Pol by paying for the Product concerned.
2. An Offer can be submitted by Palletbedrijf Van der Pol by email, at the sales area of Palletbedrijf Van der Pol and outside the sales area of Palletbedrijf Van der Pol.
3. If the Buyer has accepted the Offer by concluding an Agreement with Palletbedrijf Van der Pol, Palletbedrijf Van der Pol will confirm the Agreement with the Buyer in writing or by email.
4. If the acceptance differs (on minor points) from the Offer, Palletbedrijf Van der Pol will not be bound by it.
5. Palletbedrijf Van der Pol will not be bound by an Offer if the Buyer could reasonably have expected or ought to have understood that the Offer contains an error or typo. The Buyer cannot derive any rights from this error or typo.



6. The right of withdrawal is excluded for the Buyer being a Company. The Buyer being a Consumer will be entitled to exercise the right of withdrawal within the statutory period. If withdrawal is applicable, the Buyer will handle the Product and its packaging with care. They will only unpack or use the Product to the extent necessary to determine the nature, characteristics and operation of the Product. The direct costs of returning the Product will be borne by the Buyer.

Article 5 - Execution of the Agreement

1. Palletbedrijf Van der Pol will execute the Agreement to the best of its ability.
2. If and to the extent necessary for the proper execution of the Agreement, Palletbedrijf Van der Pol will be entitled to have certain activities carried out by third parties at its own discretion.
3. The Buyer will ensure that all information which Palletbedrijf Van der Pol marks as necessary or of which the Buyer should reasonably understand that it is necessary for the execution of the Agreement, will be provided to Palletbedrijf Van der Pol in a timely manner. If the information necessary for the execution of the Agreement is not provided to Palletbedrijf Van der Pol on time, Palletbedrijf Van der Pol will be entitled to suspend execution of the Agreement.
4. When executing the Agreement, Palletbedrijf Van der Pol is not obliged to follow the Buyer's instructions if this results in changes to the contents or scope of the Agreement. If the instructions result in additional work for Palletbedrijf Van der Pol, the Buyer is obliged to compensate the additional or supplementary costs accordingly.
5. Palletbedrijf Van der Pol may demand security from the Buyer before proceeding to execute the Agreement, or full payment in advance.
6. Palletbedrijf Van der Pol will not be liable for damage of any nature whatsoever ensuing from incorrect and/or incomplete information provided by the Buyer, unless Palletbedrijf Van der Pol was aware of such incorrectness or incompleteness.
7. The Buyer will indemnify Palletbedrijf Van der Pol for any claims of third parties that incur damage in connection with the execution of the Agreement and which are attributable to the Buyer.

Article 6 - Delivery

1. If the commencement, progress or delivery of the Agreement is delayed, e.g. because the Buyer has failed to provide all requested information or has failed to cooperate in a timely manner, because payment or deposit has not been received by Palletbedrijf Van der Pol on time or because of other circumstances beyond its control, Palletbedrijf Van der Pol will be entitled to a reasonable extension of the delivery term. All agreed delivery terms are never final deadlines. The Buyer will give written notice of default to Palletbedrijf Van der Pol and grant a reasonable term for delivery. The Buyer will not be entitled to any compensation due to the delay.
2. The Buyer will be obliged to accept the Products at the time they are made available to them in accordance with the Agreement, even if they are offered to them earlier or later than agreed.
3. If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, Palletbedrijf Van der Pol will be entitled to store the Products at the Buyer's expense and risk.



4. If the Products are delivered by Palletbedrijf Van der Pol or an external carrier, Palletbedrijf Van der Pol will be entitled to charge delivery costs, unless agreed otherwise in writing. In that case, these will be invoiced separately, unless explicitly agreed otherwise.
5. If Palletbedrijf Van der Pol requires information from the Buyer in connection with the execution of the Agreement, the delivery term will commence only after the Buyer has provided Palletbedrijf Van der Pol with all details necessary for execution.
6. If Palletbedrijf Van der Pol has given a delivery term, this will be indicative. Longer delivery terms will apply to deliveries outside the Netherlands.
7. Palletbedrijf Van der Pol will be entitled to deliver the Products in consignments unless this has been agreed upon or the consignment has no independent value. Palletbedrijf Van der Pol will be entitled to invoice separately the Products so delivered.
8. Deliveries will only be executed if all invoices have been paid unless explicitly agreed otherwise. Palletbedrijf Van der Pol reserves the right to refuse delivery if there is a well-founded concern about non-payment.

Article 7 - Packaging and Transport

1. Palletbedrijf Van der Pol commits to the Buyer to package the Products to be delivered properly and to secure them in such a way that in the event of normal use, they will reach their destination in good condition.
2. Unless agreed otherwise in writing, all deliveries will be exclusive of value added tax (VAT) and packaging and packaging materials.
3. Acceptance of Products without any comments on the consignment note or the receipt will be considered proof that the packaging was in good condition at the time of delivery.

Article 8 – Inspection and Complaints

1. The Buyer will be obliged to inspect the Products delivered (or have them inspected) at the time of delivery, but in any event within 14 days of receipt, but only to the extent necessary to assess whether they will retain the Product. In doing so, the Buyer will examine whether the quality and quantity of what has been delivered corresponds to the Agreement and the Products meet the requirements applicable in normal (business) transactions.
2. The Buyer will examine and inform themselves as to how the Product is to be used and, in the case of personal use, will test the Product in accordance with the instructions for use. Palletbedrijf Van der Pol will not accept any liability for incorrect use of the Product by the Buyer.
3. Any visible defects or shortages should be reported to Palletbedrijf Van der Pol in writing after delivery at info@polpallets.nl. The Buyer has 14 days after delivery to do so. Non-visible defects or shortages will be reported within 14 days after their discovery but within 6 months after delivery at the latest. If the Product is damaged as a result of careless handling by the Buyer, the Buyer will be liable for any reduction in the value of the Product.
4. If a complaint is made in a timely manner pursuant to the previous paragraph, the Buyer will remain obliged to pay for the purchased Products. If the Buyer wishes to return defective Products, this will take



place exclusively with the prior written consent of Palletbedrijf Van der Pol, in the manner indicated by Palletbedrijf Van der Pol.

5. If the Buyer exercises their right of withdrawal, they will return the Product and all accessories, as far as reasonably possible, in their original condition and packaging to Palletbedrijf Van der Pol in accordance with Palletbedrijf Van der Pol's return instructions. The direct costs of return shipment will be at the Buyer's expense and risk.

6. Palletbedrijf Van der Pol will be entitled to initiate an investigation into the authenticity and condition of the returned Products before any refund is made.

7. Reimbursements to the Buyer will be processed as quickly as possible, but may take up to 30 days after receipt of the Buyer's statement of dissolution. Refunds will be made to the account number previously specified.

8. In the event that the Buyer exercises their right of complaint, the Buyer being a Company will not be entitled to suspend their payment obligation or to set off outstanding invoices.

9. If delivery is not made in full, and/or if one or more Products are missing and Palletbedrijf Van der Pol is to blame for this, Palletbedrijf Van der Pol will, at the Buyer's request, send the missing Product(s) or cancel the remaining order. The receipt of the Products will be leading in this respect. Any damage suffered by the Buyer as a result of the (different) scope of the delivery cannot be claimed from Palletbedrijf Van der Pol.

Article 9 - Prices

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, except in the event of changes in VAT rates.

2. The prices stated in the Offer are exclusive of VAT, unless explicitly stated otherwise.

3. The prices as stated in the Offer are based on the cost factors applicable at the time the Agreement is concluded, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.

4. In case of Products or raw materials of which the financial market is subject to fluctuations in price and over which Palletbedrijf Van der Pol has no influence, Palletbedrijf Van der Pol may offer these Products at variable prices. The Offer will state that the prices are indicative and may fluctuate.

Article 10 - Payment and Collection Policy

1. Payment should preferably be made in advance in the currency of the invoice using the method indicated.

2. The Buyer cannot derive any rights or expectations from an estimate issued in advance unless the Parties have explicitly agreed otherwise.

3. The Buyer will remit payment in full to the account number and details of Palletbedrijf Van der Pol made known to them. The Parties can only agree on another term of payment after explicit agreement in writing by Palletbedrijf Van der Pol.

4. If a periodic payment obligation of the Buyer has been agreed upon, Palletbedrijf Van der Pol will be entitled to adjust the applicable prices and rates in writing with due observance of a term of 3 months.



5. In the event of the Buyer's liquidation, bankruptcy, attachment or suspension of payment, the claims of Palletbedrijf Van der Pol on the Buyer will become immediately due and payable.
6. Palletbedrijf Van der Pol will be entitled to allocate payments made by the Buyer first to the reduction of the costs, subsequently to the reduction of the accrued interest and finally to the reduction of the principal sum and the current interest. Without being in default, Palletbedrijf Van der Pol may refuse an offer for payment if the Buyer designates a different sequence for the payment. Palletbedrijf Van der Pol will be entitled to refuse full payment of the principal sum, unless the accrued interest, current interest and costs have also been paid.
7. If the Buyer fails to fulfil their obligation to pay and fails to do so within the term of payment of 30 days specified for this purpose, the Buyer will be in default.
8. From the date on which the Buyer is in default, Palletbedrijf Van der Pol will, without further notice of default, claim the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated in accordance with the graduated scale of fees for extrajudicial collection costs of 1 July 2012.
9. If Palletbedrijf Van der Pol has incurred more or higher costs than reasonably necessary, such costs will be eligible for compensation. The judicial and execution costs incurred will also be payable by the Buyer.

Article 11 - Retention of Title

1. All Products delivered by Palletbedrijf Van der Pol will remain the property of Palletbedrijf Van der Pol until the Buyer has fulfilled all of their obligations under all Agreements concluded with Palletbedrijf Van der Pol.
2. The Buyer will not be entitled to pledge the Products subject to retention of title or to encumber them in any other way if the title has not yet been transferred in full.
3. If third parties levy attachment on the Products delivered subject to retention of title or wish to create or enforce rights thereon, the Buyer will be obliged to notify Palletbedrijf Van der Pol thereof as soon as may reasonably be expected.
4. In the event that Palletbedrijf Van der Pol wishes to exercise its property rights referred to in this Article, the Buyer hereby unconditionally and irrevocably authorises and empowers Palletbedrijf Van der Pol, or third parties designated by it to enter all places where the property of Palletbedrijf Van der Pol is located and to repossess such Products.
5. Palletbedrijf Van der Pol will be entitled to retain the Product(s) purchased by the Buyer if the Buyer has not yet fulfilled their payment obligations in full, despite an obligation of Palletbedrijf Van der Pol to transfer or surrender the Product(s). After the Buyer has fulfilled their obligations, Palletbedrijf Van der Pol will endeavour to deliver the purchased Products to the Buyer as quickly as possible, however at the latest within 20 working days.
6. Costs and other (consequential) damage resulting from the retention of the purchased Products will be for the account and risk of the Buyer and will be repaid to Palletbedrijf Van der Pol by the Buyer on its first demand.

Article 12 - Warranty



Palletbedrijf Van der Pol warrants that the Products will comply with the Agreement, the specifications stated in the offer, usability and/or soundness and the statutory rules and regulations at the time of conclusion of the Agreement. This will also apply if the Products to be delivered are destined for use abroad and the Buyer has given express written notice of such use to Palletbedrijf Van der Pol at the time of entering into the Agreement.

Article 13 - Suspension and Dissolution

1. Palletbedrijf Van der Pol is authorised to suspend the execution of its obligations or to dissolve the Agreement in the event that the Buyer fails to fulfil their payment obligations under the Agreement or fails to do so in full.
2. Furthermore, Palletbedrijf Van der Pol will be entitled to dissolve the Agreement between it and the Buyer, in so far as this has not yet been executed, without judicial intervention, if the Buyer fails to fulfil their obligations under any Agreement concluded with Palletbedrijf Van der Pol or fails to do so on time or properly.
3. Furthermore, Palletbedrijf Van der Pol will be entitled to dissolve the Agreement without prior notice of default if any circumstances arise which are of such a nature that performance of the Agreement is impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if any other circumstances arise which are of such a nature that the unaltered maintenance of the Agreement can no longer be reasonably expected.
4. If the Agreement is dissolved, the claims of Palletbedrijf Van der Pol on the Buyer will become immediately due and payable. In the event that Palletbedrijf Van der Pol suspends fulfilment of its obligations, it will retain its claims under the law and the Agreement.
5. Palletbedrijf Van der Pol retains the right to claim damages at all times.



Article 14 - Limitation of Liability

1. If the execution of the Agreement by Palletbedrijf Van der Pol results in liability of Palletbedrijf Van der Pol towards the Buyer or third parties, this liability is limited to the costs charged by Palletbedrijf Van der Pol in connection with the Agreement, unless the damage is caused by intent or gross negligence. The liability of Palletbedrijf Van der Pol is in any event limited to the maximum sum paid out by its insurance company per event per year.
2. Palletbedrijf Van der Pol is not liable for consequential damage, indirect damage, loss of profits and/or losses, missed savings and damage ensuing from the use of the Products delivered.
3. Palletbedrijf Van der Pol is not liable for and/or obliged to repair damage caused by the use of the Product. Palletbedrijf Van der Pol will provide strict maintenance and use instructions to be followed by the Buyer. All damage to the Products caused by carrying and use is expressly excluded from liability (including traces of use, damage by fall, light and water damage, theft, loss, etc.).
4. Palletbedrijf Van der Pol is not liable for damage ensuing from any actions or omissions as a result of (imperfect and/or incorrect) information on the website(s) or on linked websites.
5. Palletbedrijf Van der Pol is not responsible for errors and/or irregularities in the functionality of the website and is not liable for faults or unavailability of the website for any reason whatsoever.
6. Palletbedrijf Van der Pol does not guarantee the correct and complete transmission of the content of emails sent by or on behalf of Palletbedrijf Van der Pol, nor their timely receipt.
7. All claims of the Buyer due to a failure on the part of Palletbedrijf Van der Pol will lapse if the Buyer has not notified Palletbedrijf Van der Pol in writing of the reasons for such failure within one year after the Buyer has become aware or could reasonably have become aware of the facts on which they base their claims. In any case, all claims of the Buyer will lapse one year after the termination of the Agreement.

Article 15 - Force Majeure

1. Palletbedrijf Van der Pol will not be liable if it is unable to fulfil its obligations under the Agreement as a result of force majeure, nor will it be obliged to fulfil any obligation if it is hindered in doing so as a result of a circumstance through no fault of its own and which is not attributable to it under the law, legal acts or generally accepted practice.
2. Force majeure will in any case include, but not be limited to, the following definitions in the law and jurisprudence: (i) force majeure of suppliers of Palletbedrijf Van der Pol, (ii) failure of suppliers to properly fulfil their obligations which the Buyer has prescribed or recommended to Palletbedrijf Van der Pol, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of internet, data network and telecommunications facilities (e.g. due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes at the business of Palletbedrijf Van der Pol and (xi) other situations which in the opinion of Palletbedrijf Van der Pol are beyond its control and which temporarily or permanently prevent Palletbedrijf Van der Pol from fulfilling its obligations.
3. Palletbedrijf Van der Pol will be entitled to invoke force majeure if the circumstance rendering (further) fulfilment impossible commences after Palletbedrijf Van der Pol should have fulfilled its obligation.



4. The Parties may suspend the obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either Party will be entitled to dissolve the Agreement without being obliged to compensate the other Party for any damage.

5. In so far as Palletbedrijf Van der Pol has already partly fulfilled its obligations under the Agreement at the time of the force majeure or will be able to fulfil these, and independent value can be attached to the part already fulfilled or to be fulfilled, Palletbedrijf Van der Pol will be entitled to invoice the part already fulfilled or to be fulfilled separately. The Buyer will be obliged to settle this invoice as if it were a separate Agreement.

Article 16 - Transfer of Risk

The risk of loss of or damage to the Products forming the subject of the Agreement will pass to the Buyer being a Company at the moment the Products leave the warehouse of Palletbedrijf Van der Pol. For Consumers, the above-mentioned risk will pass to the Buyer if the Products have been given into the Buyer's possession. This will be the case if the Products have been delivered to the delivery address of the Buyer.

Article 17 - Intellectual Property Rights

1. All intellectual property rights and copyrights of Palletbedrijf Van der Pol are vested exclusively in Palletbedrijf Van der Pol and are not transferred to the Buyer.
2. The Buyer may not disclose and/or multiply, alter or make available to third parties any documents that are subject to the intellectual property rights and copyrights of Palletbedrijf Van der Pol without explicit prior written consent of Palletbedrijf Van der Pol. If the Buyer wishes to make changes to Products delivered by Palletbedrijf Van der Pol, Palletbedrijf Van der Pol will give its explicit approval for the intended changes.
3. The Buyer is forbidden to use the Products subject to Palletbedrijf Van der Pol's intellectual property rights in any way other than as agreed in the Agreement.

Article 18 - Privacy, Data Processing and Security

1. Palletbedrijf Van der Pol will respect the personal data of the Buyer and visitors to the website(s). If so requested, Palletbedrijf Van der Pol will provide information to the party concerned.
2. If Palletbedrijf Van der Pol is required to provide security for information pursuant to the Agreement, such security will meet the specifications agreed upon and will provide a level of security that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs involved.

Article 19 - Complaints

1. If the Buyer is not satisfied with the Products of Palletbedrijf Van der Pol and/or has any complaints about the (execution of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but within 14 calendar days after the relevant cause of the complaint has occurred. Complaints may be submitted via info@polpallets.nl with the subject "Complaint".
2. In order for Palletbedrijf Van der Pol to process the complaint, the Buyer must provide sufficient substantiation and/or explanation.



3. Palletbedrijf Van der Pol will respond to the content of the complaint as soon as possible but within 14 calendar days after receipt of the complaint.
4. The Parties will try to find a solution together.

Article 20 - Applicable Law

1. Each Agreement between Palletbedrijf Van der Pol and the Buyer is governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. In the event of any difference in interpretation of the contents and purport of these General Terms and Conditions, the Dutch text will always prevail. Palletbedrijf Van der Pol will be entitled to amend these General Terms and Conditions unilaterally.
3. All disputes arising from or in connection with the Agreement between Palletbedrijf Van der Pol and the Buyer will be submitted to the competent court of the District Court of Zeeland-West Brabant, Breda location, unless mandatory provisions of law result in the jurisdiction of another court.

Woensdrecht, 3 May 2021