

General delivery and payment conditions Helms Milieutechniek / DepoDog

as filed with the trade register of the Chamber of Commerce Gooi-, Eem- and Flevoland in Almere Netherlands number 31042757

Article 1 General

- 1. These conditions apply to all services and goods supplied by Helms Milieu- techniek and other legal relationships, including the issuing of tenders and offers within the meaning of Article 2 of these conditions, of Helms Milieutechniek and its customers and / or clients, to be referred to as: customer.
- 2. A general reference by the customer to its own general delivery and payment conditions shall only be binding on Helms Milieutechniek insofar as this reference has been explicitly accepted in writing by Helms Milieutechniek. In the absence of such acceptance Helms Milieutechniek has explicitly rejected the referral.

Article 2 Offers and prices

- 1. All quotations and offers issued by Helms Milieutechniek are without obligation and therefore revocable.
- 2. The quotations are based on the cost price factors applicable at the time of the order, such as raw material prices, taxes and levies, wages and transport. The prices quoted are exclusive of VAT and exclude insurance and freight costs.
- 3. If after the date of conclusion of the agreement to If one or more cost price factors are subject to an increase, Helms Milieutechniek is entitled to increase the agreed price accordingly.
- 4. Only a general impression is given in catalogs, images, drawings, size and weight specifications and the like to give things. No rights can be derived from this data unless expressly included in an agreement concluded by the parties .
- 5. The customer is prohibited by Helms Environmental offers presented and manufactured by him or drawings, calculations, descriptions, models, etc. in any manner to third parties or to notify, unless instructed to do the uitdrukkelijk - ke permission Helms Environmental technology has obtained.
- 6. The DepoDogs are supplied complete with the associated accessories. Namely: rolls of cleaning bags and collection bags. The customer is not permitted to use in the DepoDog other than articles supplied by Helms Milieutechniek as mentioned above without having received explicit written permission from Helms Milieutechniek.

Article 3 Delivery

- 1. The goods to be delivered by Helms Milieutechniek shall be deemed to have been delivered immediately after it has been placed under the control of the customer by Helms Milieutechniek or by the carrier referred to in the second paragraph of this article. asked.
 - 2. Every transport from Helms Milieutechniek to the customer is entirely at the expense and risk of the customer. Helms Environmental closing respect thereof on behalf of the buyer a contract to transport a carrier.
 - 3. The customer waives claims for damages, which he in respect of any wrongful act, neglect or unconditionally - caution in any way connected with transportation into any or not being in the service of the Helms Environmental person outside the agreement, could set against Helms Milieutechniek.
 - 4. If the customer refuses to take delivery of the goods to be delivered by Helms Milieutechniek, the goods will nevertheless be delivered as supplied by Helms Milieutechniek, in which case the costs of return shipment, storage and other necessary costs will be borne by the customer. come.
- Helms Milieutechniek will do the business thirty days after it is delivered to the customer have been delivered, after this period Helms can Environmental technology is free about the business. The customer receives written notice of the storage with the request to collect the goods, against cash payment.

Article 4 Delivery period

- 1. All mentioned delivery periods are without obligation. Any warranty in this respect can not be given.
- 2. In the case of force majeure, including all conditions outside at the will or action of the Helms Milieutechniek, causing premature nako - Protection of the agreement can not reasonably be asked to Helms Environmental technology, irrespective of whether these conditions were or were not foreseeable at the time of the conclusion of the agreement, Helms Milieutechniek will extend the delivery time with the duration of the delay by force majeure, or conclude another agreement with the customer, or Helms Milieutechniek has the right to dissolve the agreement without judicial intervention without any damage - to be satisfied .
- 3. Force majeure includes: strike, fire and water damage, government measures, delay in and timely delivery of chemical and / or other (auxiliary) substances, war and danger of war, mobilization, transport obstruction, civil war and insurrection, electricity failure , frost and in general any operational failure at Helms Milieutechniek or its suppliers.
- 4. Exceeding the agreed delivery time, for whatever reason, does not entitle the customer to compensation, dissolution of the agreement or non-fulfillment of any obligation which was allowed for him from this or from any other agreement related to this agreement merge together.

Article 5 Shipments

- 1. Shipments must be delivered to Helms Milieutechniek within 8 days of receipt by the customer returned.
- 2. If the consignment is not received by Helms Milieutechniek within the period stated in the first paragraph, the customer is deemed to keep the goods, after which Helms Milieutechniek to the customer brought.

Article 6 Complaints

- 1. Any complaints must within eight days after receipt by the customer of a case offered to Helms Milieutechniek has been submitted in writing to Helms Milieutechniek, with accurate description of the nature and soil of that.
- 2. The customer is deemed to have approved the goods after he has left unused the period mentioned in the previous paragraph pass.
- 3. Helms Milieutechniek can, if it finds a complaint well founded, proceed to repair the damage or reimburse it at its own discretion.
- 4. A complaint is in any event unfounded if the customer has already proceeded to processing or delivery of the goods delivered by Helms Milieutechniek. A complaint is also unfounded if he relating to unavoidable technical defects of the delivered matter. The only fault which is considered to be defective is the case which does not satisfy the seller at the time of the contract with regard to the product applicable specification (s).

Article 7 Payment

- 1. Payment must be received by Helms Milieutechniek within 21 working days after the invoice date unless expressly agreed otherwise in writing.
- 2. Helms Milieutechniek can, in its opinion, require cash payment when collecting the goods or cash on delivery to send.
- 3. Debt comparison or other forms of compensation by the customer are never without explicit written agreement Allowed.
- 4. Belongs to the invoice amount, the invoice in the said as credit - king supplement of up to 2%, which may only be deducted, if the invoice within 14 days after the date of the invoice by the customer is satisfied.
- 5. If the buyer fails to meet his payment obligations within the period stated in the first paragraph, the customer owes Helms Milieutechniek interest of 1.25% on the invoice amount for each month that the payment term is exceeded.

- 6. If after the first summons by Helms Milieutechniek still beta - ling within 5 business failure remains the buyer is legally in default and he is obliged to pay the full damages and reimbursement of the costs of liability, expressly including the extrajudicial collection costs at the rate of the Dutch Order of Lawyers, as well as the costs of legal assistance insofar as that the legal costs assigned by the court to transcend.
- 7. In case of non (timely) payment as referred to in the previous paragraphs Helms Milieutechniek has the right to suspend the performance of all orders given by the defaulting buyer. The damage suffered and to be suffered by Helms Milieutechniek for the account of the customer. Debt comparison or other forms of compensation are for Helms Milieutechniek at all times Allowed.

Article 8 Prepayment or security

- 1. Helms Milieutechniek shall at all times be entitled to require full or partial payment in advance or security from the customer prior to delivery or further delivery. to go.
- 2. If the customer fails to do so, any delivery obligation based on Helms Milieutechniek will lapse , without prejudice to the right of Helms Milieutechniek to compensation of all damage, costs and interest by the customer.

Article 9 Reservation of ownership

- 1. All delivered goods remain the property of Helms Milieutechniek as long as Helms Milieutechniek has receivables from the customer in respect of goods to be delivered or to be delivered under any agreement, work performed or to be performed, as well as claims in respect of damage compensation due to non-fulfillment of the obligations ensuing from any agreement, including expressly the interest and costs referred to in Article 7.
- 2. The customer does not hold the goods delivered under retention of title for Helms Milieutechniek. He is therefore entitled to the items concerned inter alia not mixing, processing, selling and supplying, nor pillaging .
- 3. The customer is obliged to deliver the goods subject to retention of title to insure and keep insured for his own account against damage caused by fire, explosion, theft, burglary and missing.
- 4. The goods can be reclaimed from the customer at any time by Helms Milieutechniek. The associated costs will afne - mer charged to become.

Article 10 Changes to the delivered Affairs

- 1. The customer is forbidden to provide the goods delivered by Helms Milieutechniek with their own name or logo without express permission from Helms Milieutechniek.
- 2. The customer is not allowed to make any changes to the DepoDog container or other goods delivered, or other materials used by Helms Milieutechniek in the container. to use at forfeiture of a fine of fifty thousand euros per violation.

Article 11 Applicable law and competent judge

- 1. This agreement and all ensuing commitments is exclusively Dutch law of application.
- 2. Any disputes that may arise from this agreement will only be subject to the judgment of the competent court in Utrecht (Netherlands)