

## **Terms and Conditions Greengiving B.V.**

### **1. Applicability of these conditions**

- 1.1. The user of these Terms and Conditions is Greengiving B.V., located at Plantagelaan 24-26, 3772 MB Barneveld, The Netherlands, Chamber of Commerce 52878570, hereafter referred to as "Greengiving".
- 1.2. These general terms and conditions apply, with the exclusion of purchase or other conditions of the Customer, to the establishment, content and implementation of all agreements reached between Greengiving and the Customer.
- 1.3. Deviations and/or additions to these Terms and Conditions are only valid if they have been explicitly (digitally) agreed upon by the parties.

### **2. The offer**

- 2.1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
- 2.2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Customer. If Greengiving uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or errors in the offer do not bind Greengiving.
- 2.3. Each offer contains such information that it is clear to the Customer which rights and obligations are attached to accepting the offer.

### **3. Formation of the agreement**

- 3.1. Verbal offers and commitments only bind Greengiving after and to the extent that Greengiving has confirmed this in (digital) writing. All offers from Greengiving are non-binding, unless explicitly stated otherwise in (digital) writing.
- 3.2. If the Customer has sent a statement or offer containing an offer or acceptance to Greengiving electronically, the agreement will be deemed to have been reached if Greengiving has either confirmed the statement by the Customer electronically or has begun handling the order.
- 3.3. Sending offers and/or documentation does not oblige Greengiving to accept an order.
- 3.4. Greengiving reserves the right to refuse an order for reason of their own or to impose further conditions.
- 3.5. Greengiving has the right to change or supplement their Terms and Conditions at any time and without prior notice.

## **4. Prices**

- 4.1. Prices are based on the type and scope of the products and/or services to be supplied, as stated on our website and in quotations. The prices quoted are without printing, unless explicitly stated otherwise.
- 4.2. For deliveries of small quantities of Products, a surcharge applies. This is described in more detail in the quotation.
- 4.3. All prices are exclusive of VAT, unless explicitly stated otherwise.
- 4.4. All prices are in Euro / €, unless explicitly stated otherwise.

## **5. Delivery**

- 5.1. Delivery of services and products takes place in the manner specified in the agreement.
- 5.2. After shipment of the products, the risk is transferred to the Customer. This means that all damage that may subsequently occur to the delivered goods, including but not exclusively during shipment, will be for the expense of the Customer.
- 5.3. The Customer is obliged to purchase the products that are delivered to him and, when it has been agreed upon that Greengiving also provides services, to offer Greengiving all possibilities and cooperation in this regard.
- 5.4. If the Customer refuses to purchase products that are delivered to him, or fails to provide necessary information or instructions, or otherwise fails to provide the cooperation that is necessary for purchasing products and/or services, Greengiving is entitled to take all measures (such as storage at third parties) that Greengiving deems appropriate, without prejudice to Greengiving's right to claim the purchase price or stipulated reimbursement, or to deliver it to a third party. The additional costs and any damage that in this case arises for Greengiving can be passed on to the Customer. When Greengiving delivers products to a third party, Greengiving is entitled to recover what is received less for those Products from the Customer.
- 5.5. The term specified by Greengiving for the completion of the agreement has an indicative purpose. The Customer must give Greengiving written notice of default in the case that the specified period is exceeded.
- 5.6. Greengiving is permitted to execute placed orders in parts. If the orders are executed in parts, Greengiving is entitled to invoice each part separately.
- 5.7. Greengiving is entitled to charge the costs of any packaging separately. Packaging is not taken back. However, should Greengiving be required to do so based on laws or regulations, the costs associated with the return or processing of this packaging will be borne by the Customer. When ordering electronic products, recycling fees will be charged if applicable.

## **6. Print Products**

- 6.1. If Greengiving receives orders with regard to products for the Customer to be printed ("Print Products"), the Customer is obliged to deliver directly reproducible, digital material of, in the reasonable opinion of Greengiving, good quality.
- 6.2. The colour of Print Products may actually differ from the image on the website. Greengiving cannot give colour guarantees. The Customer can order a sample copy at any time to assess the quality or colours.
- 6.3. With regard to Print Products, Greengiving makes a proof ("Proof").
- 6.4. Minor deviations of Print Products from the Proof, including but not limited to colour shade, logo and/or dimensions, are not qualified as a shortcoming of Greengiving.
- 6.5. An order will only be processed by Greengiving if the proof has been approved by the customer. If Greengiving has not received approval from the Customer after thirty (30) days, they reserve the right to cancel the order.
- 6.6. All costs associated with the work to be performed by Greengiving for the Print Products will be invoiced separately to the Customer, unless explicitly agreed otherwise in (digital) writing.
- 6.7. Greengiving is entitled to deliver and invoice 5% more or less products to the Customer than the number of Print Products specified in the order.

## **7. Samples**

- 7.1. For various Products, sample copies ("Samples") can be requested on the website. This is stated per Product on the website. It is not permitted to resell the samples requested and obtained via the website. Greengiving reserves the right to refuse requests for Samples.
- 7.2. (Shipping) costs may be charged for obtaining a Sample. This is made known to the Customer prior to the Order. When the Customer places an Order of the same Product as the one from which a Sample was obtained, the possible costs of the Sample will be settled in the Order.
- 7.3. Minor deviations to Sample Products, including but not limited to colour, size and/or logos, cannot be qualified as a shortcoming on the part of Greengiving.
- 7.4. Notwithstanding the provisions of clause 11, in the case that a Sample has been ordered and approved by the Customer, all possible claims meaning that the Products delivered to the Customer do not comply with the agreement, will lapse.

## **8. Invoicing and payment**

- 8.1. Payment must be made within 14 days after the invoice date, unless Greengiving and the Customer have explicitly agreed otherwise in (digital) writing. The Customer is not entitled to deduction, suspension or compensation.
- 8.2. The Customer is obliged to provide the correct information for the invoice at the latest at the time of the order confirmation, including at least the name and invoice address and if necessary a reference and/or VAT number.
- 8.3. If the Customer is in default or omission in the (timely) fulfilment of his obligations, all reasonable costs for obtaining satisfaction out of court, are for the account of the Customer. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practices. The Dutch Reimbursement for Extrajudicial Collection Costs Decree applies. However, if Greengiving has incurred higher costs for collection, which were reasonably necessary, the actually incurred costs are eligible for reimbursement. The possibly incurred legal and execution costs will also be recovered from the Customer. The Customer owes interest on the collection costs due.

## **9. Conformity**

- 9.1. The delivered Products may differ in weight, size, number, colour, concentration, composition, specific weight, 5% from what has been agreed between the parties.
- 9.2. Samples, proofs and models are only provided as an indication. The Customer cannot derive any rights from Product images in catalogues/internet/quotation and/or other advertising or promotional material from Greengiving or promotions generally done by Greengiving.

## **10. Retention of title**

- 10.1. Greengiving remains the owner of the goods sold to the Customer as long as the Customer has not fully paid the purchase price and any other amounts due to Greengiving. The Customer is obliged to make this reservation known in (digital) writing and prior to his contracting party in the event of any distribution of goods.
- 10.2. The Customer is obliged to ensure careful handling of the delivered goods and does not have the right to transfer the goods to third parties or to pledge them, or to remove or have them removed from the space where they have been delivered, until the entire purchase price and any associated interest and costs incurred that have been claimed by Greengiving have been paid in full.

## **11. Complaints**

- 11.1. The Customer must examine the products upon delivery for deficiencies or visible defects and, if defects or deficiencies are found, report and motivate this in (digital) writing to Greengiving immediately after delivery. Non-visible defects must be reported to Greengiving within five (5) business days after discovery and in any case within five (5) business days after the Customer should reasonably have discovered them.

- 11.2. After submitting a complaint, the Customer is obliged to fully cooperate with Greengiving to investigate the merits of the complaint. If the complaint of the Customer proves to be unjustified, the costs of investigation will be borne by the Customer.
- 11.3. The Customer will in no case be able to assert any claim against Greengiving if the Products have been fully or partially used, processed or mixed with other products after delivery.

## **12. Force majeure**

- 12.1. If Greengiving does not culpably fail to meet their obligations (force majeure), they are not liable. Insofar as compliance is not permanently impossible, their obligations are suspended. If the period in which fulfilment by Greengiving is not possible due to force majeure lasts or will last longer than three (3) months, Greengiving is entitled to terminate the agreement, without any obligation to pay compensation.
- 12.2. If, on the commencement of the force majeure on the part of Greengiving and/or on the part of the Customer, Greengiving has already partially fulfilled their obligations, or can only partially meet its obligations, they are entitled to invoice the executed and the to be executed part separately and the Customer is obliged to pay this invoice as if it concerned a separate agreement.
- 12.3. Force majeure of Greengiving is in any case but not exclusively understood to mean all circumstances as a result of which compliance with the agreement can no longer reasonably be required of Greengiving, under which circumstances are at least included transport difficulties, wholly or partially in default of suppliers of Greengiving, wholly or partially in default of third parties engaged by Greengiving for the implementation of the agreement, restrictive government measures (including: not obtaining a required license) of any nature, disruption or interruption of the delivery or availability of energy, disruption or interruption of the functioning of any public utility company, disruption or interruption or termination of the delivery of raw materials, semi-finished products, end products, any circumstance, cause or event that results from or is related to the so-called millennium problem, and furthermore, any circumstance that Greengiving could not reasonably have foreseen and over which Greengiving cannot exercise any influence.

## **13. Liability**

- 13.1. The liability of Greengiving as a result of an attributable shortcoming is, at the option of Greengiving, limited to free repair of the defect concerned, to free replacement of the delivered products or to the repayment of the amounts received for the relevant products and/or services. Greengiving cannot be held liable for more.
- 13.2. If the execution of an agreement by Greengiving unexpectedly leads to liability, then that liability will always be limited to the amount that is paid out in the relevant case under the relevant applicable Greengiving liability insurance policy, plus the amount of the deductible that follows from the applicable insurance contract that in the relevant case is for the account of Greengiving. If, for whatever reason, no payment is made under the insurance referred to in this paragraph, any liability of Greengiving is limited to an amount of a maximum of € 10,000.00 (ten thousand euros).

## **14. Provision of services**



- 14.1. If Greengiving is required to provide services connected to the agreement, they will take care of a good contractor. However, Greengiving never guarantees the result of the services to be provided.
- 14.2. In the event of a justified and timely complaint regarding the services provided or services to be provided, Greengiving can at its sole discretion be held to repair the defect, to provide the service again, or to credit or repay – in their reasonable opinion wholly or partially – the amount charged for the service.
- 14.3. All claims that are connected to provided Services expire no later than five (5) working days after the relevant Services have been or should have been provided, or that much earlier as required by law.

## **15. Intellectual property rights**

- 15.1. The intellectual property and copyrights in all software, drawings, specifications, know-how and other information (in the broadest sense) that have been provided by or on behalf of Greengiving, are vested in Greengiving. The Customer is not permitted to copy that software, drawings, specifications, know-how and other information from Greengiving without the written permission of Greengiving. The Customer must treat all information and know-how received from Greengiving in strict confidence and the Customer is not permitted to communicate this information and know-how to third parties without prior written permission of Greengiving. The Customer is also not permitted to use this information and know-how for cases other than those agreed upon expressly in (digital) writing, to which these general terms and conditions apply.
- 15.2. The Customer is not permitted to copy drawings, software, stereotypes, templates, tools, etc. (even if these have been manufactured in collaboration with or at the expense of the Customer) and to copy the products that have been manufactured by these tools without prior written permission of Greengiving. The Customer is also permitted to employ products otherwise than is explicitly provided in a written agreement to which these general terms and conditions apply. Moulds, tools and the like remain the property of Greengiving, even if they are manufactured on the order of the Customer and/or the manufacturing costs have been charged to the Customer. If in the performance of an agreement to which these general terms and conditions apply, intellectual property rights arise and/or can be created, these rights are vested in Greengiving and these rights will be transferred to Greengiving by the Customer as is necessary.
- 15.3. The Customer indemnifies Greengiving against all third-party claims arising from infringements of an intellectual property right with regard to the manufacturing, delivery or use of a Product or Service, made or performed in accordance with the specifications of the Customer. This indemnity also applies if Greengiving is required to make changes to an existing item or work commissioned by the Customer.

## **16. Disputes**

- 16.1. Only Dutch law applies to every Agreement between Greengiving and the Customer.

16.2. The Court of Gelderland, located in Arnhem, shall have exclusive jurisdiction to hear disputes arising from or related to the Agreement between the Contractor and the Customer.

## **17. Contact**

17.1. Greengiving is located in The Netherlands, Barneveld (3772 MB) at Plantagelaan 24-26 and registered with the Chamber of Commerce in Tiel under number 52878570.

17.2. Greengiving is available on workdays from 8.30 a.m. to 5 p.m. Greengiving can be contacted by telephone at 0342 - 745 770, by email at [info@greengiving.nl](mailto:info@greengiving.nl) and at Plantagelaan 24-26 in Barneveld, The Netherlands.

17.3. Greengiving strives to answer the emails they receive within one (1) working day.

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