

General Terms and Conditions ToExplore BV

Drafted on March 14, 2022.

General Terms and Conditions ToExplore BV, established in Epe, registered with the Chamber of Commerce under number 65329228.

Article 1 Definitions

In these General Terms and Conditions the following terms are used in the following meaning, unless expressly stated otherwise.

General Terms and Conditions: The general terms and conditions as stated below.

ToExplore BV: ToExplore BV, registered with the Chamber of Commerce under number 65329228.

Agreement: Any agreement concluded between ToExplore BV and the other party.

Product: All matters that are the subject of the agreement concluded between the Other Party and ToExplore BV.

Other party: The person who has accepted these general terms and conditions and who has purchased the product.

Article 2 Scope

1. These General Terms and Conditions apply to every offer, quotation and Agreement concluded between ToExplore BV and the Other Party, unless the parties have expressly deviated from these General Terms and Conditions in writing.
2. These General Terms and Conditions also apply to agreements with ToExplore BV, for the implementation in which third parties must be involved.
3. The applicability of any other General Terms and Conditions of the Other Party is expressly rejected.
4. If it appears that one or more provisions in these General Terms and Conditions are null and void or voidable, the General Terms and Conditions will remain in force in all other respects. In the event of this situation, ToExplore BV and the Other Party will consult with the aim of agreeing new provisions to replace the void or voided provisions.
5. Deviations from the Agreement and General Terms and Conditions are only valid if they have been expressly agreed in writing with ToExplore BV.

Article 3 Quotations

1. Quotations are made in writing and/or electronically, unless urgent circumstances makes this impossible.
2. All quotations from ToExplore BV are valid for a maximum of 30 days. The offer expires when this term has lapsed.
3. The offer is valid while stocks last.
4. ToExplore BV cannot be held to its quotations if the Other Party, in terms of reasonableness and fairness and generally accepted views, should have understood that the quotation or a part thereof contains an obvious mistake or error.

5. If the acceptance, whether or not on minor points, deviates from the offer included in the quotation, ToExplore BV is not bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless ToExplore BV indicates otherwise.
6. A composite quotation does not oblige ToExplore BV to deliver part of the goods included in the quotation for a corresponding part of the stated price.
7. Quotations do not automatically apply to future orders or repeat of orders.

Article 4 The agreement

1. The Agreement is concluded by timely acceptance by the Other Party of the quotation from ToExplore BV.
2. ToExplore BV and the Other Party may terminate the agreement at any time by mutual consent.
3. Both ToExplore BV and the Other Party may terminate the agreement at any time, subject to a notice period as stipulated in the underlying agreement.
4. The duration of the agreement is determined by the parties in the underlying agreement.
5. If during the execution of the Agreement it appears that it is necessary for a proper execution to change or supplement the Agreement, ToExplore BV will inform the Other Party of this as soon as possible. The parties will then proceed to amend the Agreement in good time and in mutual consultation.

Article 5 Execution of the agreement

1. ToExplore BV has the right to have the Agreement executed by third parties.
2. ToExplore BV has the right to execute the Agreement in phases.
3. If the Agreement is executed in phases, ToExplore BV has the right to invoice each part performed separately and to demand payment for it.
4. If the Agreement is executed in phases, ToExplore BV has the right to suspend the execution of those parts that belong to the next phase or phases until the Other Party has approved the results of the preceding phase in writing.
5. If and as long as this invoice is not paid by the Other Party, ToExplore BV is not obliged to perform the next phase and has the right to suspend the Agreement.
6. The Other Party provides ToExplore BV in a timely manner with all data or instructions that are necessary for the execution of the Agreement or which the Other Party should reasonably understand to be necessary for the execution of the Agreement.
7. If the foregoing data and instructions are not provided or are not provided on time, ToExplore BV has the right to suspend the execution of the Agreement. The additional costs incurred as a result of the delay are for the account of the Other Party.

Article 6 Prices

1. Prices are expressed in euros, exclusive of VAT and other government levies, unless indicated otherwise.
2. The prices are exclusive of travel, accommodation, packaging, delivery or shipping costs and administration costs, unless indicated otherwise.
3. Additional costs can be charged for shipments abroad.
4. ToExplore BV will provide the Other Party with a statement of all additional costs in good time before concluding the Agreement or provide information on the basis of which these costs can be calculated by the Other Party.

Article 7 Price changes

1. If ToExplore BV agrees a fixed price with the Other Party when concluding the Agreement, ToExplore BV is entitled to increase the price, even if the price was not originally given with reservations.
2. If ToExplore BV intends to change the price, it will inform the Other Party as soon as possible.

3. If a price increase takes place within three months after the conclusion of the Agreement, the Other Party can dissolve the Agreement by means of a written statement, unless:
 - the price increase results from an authority or an obligation resting on ToExplore BV under the law;
 - the price increase is due to an increase in the price of raw materials, wages, etc. or on other grounds that could not reasonably have been foreseen when the Agreement was entered into;
 - ToExplore BV is still willing to perform the Agreement on the basis of what was originally agreed;
 - it is stipulated that the delivery will take place more than three months after the purchase.
4. The Other Party is entitled to dissolve the Agreement if the price is increased more than three months after the Agreement has been concluded, unless the Agreement stipulates that delivery will take place more than three months after the purchase.

Article 8 Delivery

1. Delivery occurs when the item is made available to the Other Party. After delivery, the risk of the item transfers to the Other Party.
2. Delivery takes place from ToExplore BV or at the address specified by the Other Party, unless otherwise agreed.
3. The Other Party is obliged to take delivery of the purchased goods at the moment they are made available to it or are handed over to it.
4. If the Other Party refuses to accept the item at the place of delivery or fails to provide data or instructions necessary for the delivery, the items intended for delivery will be stored at the risk and expense of the Other Party. In that case, the Other Party will owe all additional costs.

Article 9 Delivery Terms

1. Delivery will take place within a term specified by ToExplore BV.
2. If a term has been agreed or specified for the delivery of the item, this term is only indicative and can never be regarded as a strict deadline.
3. If ToExplore BV needs information or instructions from the Other Party, which are necessary for the delivery, the delivery time will commence after the Other Party has provided these to ToExplore BV.
4. If the delivery term is exceeded, the Other Party must give ToExplore BV notice of default in writing, whereby ToExplore BV is still offered a reasonable term to deliver the item.
5. A notice of default is not necessary if delivery has become permanently impossible or if it has otherwise become apparent that ToExplore BV will not fulfill its obligations under the Agreement. If ToExplore BV does not proceed with delivery within this period, the Other Party has the right to dissolve the Agreement without judicial intervention and/or to demand compensation.

Article 9 Transfer of risk

1. The goods that are the subject of the Agreement are at the expense and risk of ToExplore BV until the time the goods are made available to the Other Party.
2. The risk of loss, damage or depreciation of items that are the subject of the Agreement transfers to the Other Party at the moment when items are made available to the Other Party or a third party to be designated by the Other Party.

Article 10 Payment

1. Payment takes place by means of transfer to a bank account designated by ToExplore BV or in cash at the time of purchase or delivery, unless otherwise agreed.
2. Payment can be made both before and after.

3. Payment afterwards must be made within 30 days after the invoice date, in a manner to be indicated by ToExplore BV and in the currency in which the invoice is issued, unless otherwise agreed.
4. ToExplore BV and the Other Party can agree that payment will be made in installments. If payment in installments has been agreed, the Other Party must pay in accordance with the installments and percentages as determined in the Agreement.
5. The Other Party is not authorized to deduct any amount due from a counterclaim made by it.
6. Objections to the amount of the invoice do not suspend the payment obligation.
7. After the expiry of 30 days after the invoice date, the Other Party is legally in default, without notice of default. From the moment of default, the Other Party owes interest of 2% per month on the amount due, unless the statutory interest is higher.
8. In the event of bankruptcy, suspension of payment or receivership, the claims of ToExplore BV and the obligations of the Other Party towards ToExplore BV are immediately due and payable.

Article 11 Collection costs

1. If the Other Party is in default or in default in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Other Party. In any case, the Other Party owes collection costs.
2. With regard to the extrajudicial (collection) costs, ToExplore BV is entitled to compensation of 15% of the total outstanding principal sum with a minimum of € 90 for any invoice that has not been paid in whole or in part.
3. Any reasonable judicial costs and execution costs incurred will also be borne by the Other Party.

Article 12 Retention of Title

1. All goods delivered by ToExplore BV in the context of the Agreement remain the property of ToExplore BV until the Other Party has properly complied with and fully paid what it owes under the Agreement.
2. The amount owed also includes: compensation for all costs and interest, including for earlier and later deliveries and services rendered, as well as claims for damages due to failure to perform.
3. As long as the ownership of the delivered goods has not passed to the Other Party, the latter may not resell, pledge or in any other way encumber that which falls under the retention of title, except within the normal course of his/her business.

Article 13 Suspension

1. If the Other Party does not, not fully or not timely fulfill an obligation under the Agreement, ToExplore BV has the right to suspend the fulfillment of the corresponding obligation. In the event of partial or improper fulfillment, suspension is only permitted insofar as the shortcoming justifies it.
2. Furthermore, ToExplore BV is authorized to suspend the fulfillment of the obligations if:
3. after the conclusion of the Agreement, ToExplore BV becomes aware of circumstances that give good grounds to fear that the Other Party will not fulfill the obligations;
4. the Other Party was requested to provide security for the fulfillment of its obligations under the Agreement when concluding the Agreement and this security is not provided or is insufficient;
5. circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or that unaltered maintenance of the Agreement cannot reasonably be required of ToExplore BV.
6. ToExplore BV reserves the right to claim compensation.

Article 14 Dissolution

1. If the Other Party does not, not fully, not timely or not properly fulfill an obligation under the Agreement, ToExplore BV is authorized to dissolve the Agreement with immediate effect, unless the shortcoming does not justify the dissolution in view of its minor significance.
2. Furthermore, ToExplore BV is authorized to dissolve the Agreement with immediate effect if:
 - after the Agreement ToExplore BV aware of circumstances that give good grounds to fear that the Other Party will not fulfill its obligations;
 - the Other Party was requested to provide security for the fulfillment of its obligations under the Agreement when concluding the Agreement and this security is not provided or is insufficient;
 - due to the delay on the part of the Other Party, ToExplore BV can no longer be expected to fulfill the Agreement under the originally agreed conditions;
 - circumstances arise which are of such a nature that fulfillment of the agreement is impossible or that unaltered maintenance of the agreement cannot reasonably be expected of ToExplore BV ;
 - the Other Party is declared bankrupt, files a request for suspension of payment, requests application of the debt rescheduling of natural persons, is confronted with an attachment of all or part of its property;
 - the Other Party is placed under guardianship;
 - the Other Party dies.
3. Dissolution takes place by means of written notification without judicial intervention.
4. If the Agreement is dissolved, ToExplore BV's claims against the Other Party are immediately due and payable.
5. If ToExplore BV dissolves the agreement on the basis of the foregoing grounds, ToExplore BV is not liable for any costs or compensation.
6. If the dissolution is attributable to the Other Party, the Other Party is liable for the damage suffered by ToExplore BV.

Article 15 Force majeure

1. A shortcoming cannot be attributed to ToExplore BV or the Other Party, as the shortcoming is not due to its fault, nor is it for its account by law, legal act or generally accepted standards. In this case, the parties are also not obliged to fulfill the obligations arising from the Agreement.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence in that area, all external causes, foreseen or unforeseen, on which ToExplore BV cannot exercise any influence and as a result of which ToExplore BV is unable to fulfill the obligations after to come.
3. Circumstances resulting in force majeure include: strike, lockout, fire, water damage, natural disasters or other external calamities, mobilization, war, traffic obstructions, blockades, import or export barriers or other government measures, stagnation or delay in the supply of raw materials or machine parts. , lack of workers, as well as any circumstances that impede the normal course of the business, as a result of which the fulfillment of the Agreement by ToExplore BV cannot reasonably be expected of the Other Party.

Article 16 Guarantees

1. ToExplore BV guarantees that the delivered goods comply with the agreement. ToExplore BV also guarantees that the delivered goods meet the usual requirements and standards that can reasonably be set and that the goods possess those properties that, taking all circumstances into account, are necessary for normal use.
2. The warranty stated in these General Terms and Conditions applies for use within and outside the Netherlands.

Article 17 Liability

1. ToExplore BV is only liable for direct damage caused by deliberate recklessness or intent on the part of ToExplore BV.
2. ToExplore BV is never liable for indirect damage, including in any case consequential damage, lost profit, lost savings, business interruption or immaterial damage of the Other Party.
3. ToExplore BV is not liable for damage, of whatever nature, because ToExplore BV relied on incorrect and/or incomplete information provided by the Other Party, unless ToExplore BV should have been aware of this inaccuracy or incompleteness.
4. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of ToExplore BV or its managerial subordinates.
5. If ToExplore BV should be liable for any damage, the liability of ToExplore BV is limited to the amount up to twice the amount stated in the invoice or to the amount to which the insurance affiliated by ToExplore BV is entitled, plus its own risk that ToExplore BV bears in accordance with the insurance.
6. The Other Party must notify ToExplore BV of the damage for which ToExplore BV can be held liable as soon as possible, but in any case within 10 days after the damage occurred, on pain of forfeiture of any right to compensation for this damage.
7. Any liability claim against ToExplore BV lapses within one year after the Other Party became aware of the damaging event or could reasonably have been aware of it.

Article 18 Indemnification

1. The Other Party indemnifies ToExplore BV against any claims from third parties who suffer damage in connection with the execution of the Agreement and which is attributable to the Other Party.
2. If ToExplore BV should be addressed by third parties, then the Other Party is obliged to assist ToExplore BV both outside and in court. All costs and damage on the part of ToExplore BV and third parties are furthermore for the account and risk of the Other Party.

Article 19 Limitation period

1. Contrary to the statutory limitation periods, a limitation period of one year applies to all claims against ToExplore BV and the third parties engaged by ToExplore BV (possibly).

Article 20 Intellectual property

1. ToExplore BV reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual laws and regulations.
2. ToExplore BV reserves the right to use any knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.
3. ToExplore BV has legally registered its trademarks.
4. ToExplore products bear a name and/or logo, which is carried and registered by ToExplore, as well as the mention of ToExplore's name, unless expressly agreed otherwise in writing.
5. All intellectual property rights to all analyses, designs, reports, quotations, preparatory material thereof developed or made available under the agreement rest exclusively with ToExplore and/or its licensors and may not be used in any form in whole or in part without the prior written consent of ToExplore. reproduced, imitated or shown to third parties or made available for any purpose whatsoever, unless required by law. The other party is only entitled to reproduce reports for internal use by its personnel and advisors.

Article 21 Privacy and cookies

1. ToExplore BV will keep the data and information that the Other Party provides to ToExplore BV with care and confidentiality.
2. The handling of confidential data and personal data is further laid down in the Privacy Policy of ToExplore BV.

Article 22 Amendment of general terms and conditions

1. ToExplore BV has the right to unilaterally change these general terms and conditions.
2. Changes will also apply to agreements already concluded.
3. ToExplore BV will inform the Other Party of the changes by e-mail.
4. The changes to the general terms and conditions will take effect thirty days after the Other Party has been notified of the changes.
5. If the Other Party does not agree with the announced changes, the Other Party has the right to dissolve the agreement.

Article 23 Applicable law and disputes

1. All legal relationships to which ToExplore BV is a party are exclusively governed by Dutch law. This also applies if an obligation is wholly or partly performed abroad or if the Other Party is domiciled abroad.
2. The applicability of the Vienna Sales Convention is excluded.
3. Disputes between ToExplore BV and the Other Party will only be submitted to the competent court in the district of Gelderland, unless the law prescribes otherwise.

Article 24 Location

1. These General Terms and Conditions have been filed with the Chamber of Commerce under number 65329228.