



Boix Europe B.V.  
Loubergweg 6  
6961 EK Eerbeek  
The Netherlands  
Tel: +31 (0)313 670460  
www.boixeuropa.com  
sales@boixeuropa.com  
BTW nr. NL822576466B01  
KvK nr. 50145827

**GENERAL CONDITIONS OF SALE, DELIVERY AND PAYMENT OF  
Boix Europe BV  
Established in Eerbeek (hereafter: 'Boix Europe')**

**Article 1  
GENERAL**

- a. All agreements between the parties only enter into force after written confirmation by Boix Europe. The relationship between the contracting party of Boix Europe (hereafter: 'contracting party') and Boix Europe entirely and exclusively governed by these conditions, unless explicitly agreed otherwise in writing. General conditions drawn up by the contracting party are not applicable and are explicitly rejected. Undertakings given or agreements made by representatives or other personnel employed by Boix Europe which differ from these conditions or other agreements concluded are not binding for Boix Europe, unless they have been confirmed by the management of Boix Europe in writing. The contracting party may not derive any rights from any agreed deviations to these conditions for future transactions.
- b. All offers made by Boix Europe, regardless as to whether these have been made in a separate offer or in official lists or inventories, are without obligation, with the proviso that each offer only results in a binding agreement after written confirmation as referred to in Article 1a, unless explicitly stated otherwise in the offer; in that case the offer is valid for one month. If no agreement is concluded, Boix Europe is entitled to receive compensation from the party who has requested the offer for all costs incurred in preparing the offer. All prices offered are exclusive of turnover tax, unless explicitly stated or agreed otherwise.
- c. The drawings, models, designs, descriptions, calculations, samples and suchlike made available by or on behalf of Boix Europe remain the property of Boix Europe and must be returned immediately by the contracting party if the agreement is not concluded. Boix Europe reserves all intellectual property rights in respect of these items. The documents issued by or on behalf of Boix Europe may not be reproduced, publicized or made available in any way to third parties or used in any other way either in their entirety or in part without the explicit written permission of Boix Europe. The drawings, models, designs, samples, calculations and suchlike made available by the contracting party will be kept by Boix Europe for six months thereafter for the benefit of the contracting party. The contracting party guarantees the accuracy of the information, specifications, calculations etc. made available by it. The contracting party indemnifies Boix Europe against all claims from third parties that may be made against Boix Europe based on infringement of intellectual property rights arising from the information, models, images, etc. made available by the contracting party. The contracting party guarantees the accuracy of the information provided. Boix Europe may assume the correctness of it. Boix Europe is not accountable for shortcomings in the goods of Boix Europe as a result of incorrect or incomplete information etc. from the contracting party. The contracting party is liable for damage resulting from the fact that the information provided by the contracting party was incorrect or incomplete.
- d. Possible deviations of these conditions need to be confirmed explicitly in writing. Such deviations cannot be relied on by later legal relations.
- e. In case of incompatibility between the provisions of the agreement and the text of these conditions, the provisions of the agreement prevail.
- f. When certain provisions of the agreement and/or these conditions are invalid or not binding due to incompatibility with mandatory law, all other provisions in the contract besides this provision will stay in force, and parties will in good communication replace the invalid or not binding provision by a provision which is valid and binding, of which the juridical consequences of the invalid and not binding provision, taking into consideration the nature and scope of this agreement in regards with these conditions, as approximate as possible.

**Article 2:  
DELIVERY**

- a. Delivery will be made at the place and time stated in the offer or confirmation of the order. If no place or time of delivery has been stated in the confirmation of the order, or if there is no confirmation of the order, the delivery period (with due observance of what is stipulated in these conditions) is within 60 days of concluding the agreement. Delivery is Ex Works (in accordance with the most recent version of the Incoterms) unless otherwise agreed in writing.
- b. Even if the order confirmation states a delivery date or delivery date, the term of delivery will commence on the latest of the following dates:
  - a. the day on which the agreement is concluded;
  - b. the day of receipt by Boix Europe of documents, information and suchlike that are necessary for the performance of the assignment, such as the necessary working drawings approved by Boix Europe;
  - c. the day of receipt by Boix Europe of that which must be paid in advance under the terms of the agreement before work commences.The delivery deadline is based on the working conditions applicable at the time of concluding the agreement. If any delay occurs as a consequence of changes in the above-mentioned working conditions, the delivery deadline will be extended for as long as is reasonable, taking all circumstances into account.
- c. Unless explicitly agreed otherwise, Boix Europe is entitled to deliver the goods it is required to deliver in phases. Each delivery will then be invoiced separately. Boix Europe reserves the right to deliver some or all of the goods it is required to deliver before the agreed delivery time.
- d. If the contracting party does not take delivery of the goods, or does not take delivery of them in time or at the agreed place because the contracting party does not lend the necessary cooperation or prevents delivery in some other way, the contracting party will be in default by operation of law and Boix Europe will be entitled to transport the goods from the place where and from the time when the delivery should take place and to store them at a place designated by Boix Europe at the expense and risk of the contracting party. In that case Boix Europe is entitled to compensation for the loss it



Boix Europe B.V.  
Loubergweg 6  
6961 EK Eerbeek  
The Netherlands  
Tel: +31 (0)313 670460  
www.boixeuropa.com  
sales@boixeuropa.com  
BTW nr. NL822576466B01  
KvK nr. 50145827

incurred. This compensation will amount to at least 10% of the net invoice amount, without prejudice to the right to demand further compensation relating to storage of the goods.

If the party has not taken delivery of the goods within two months of the goods being presented for delivery, Boix Europe will be entitled without judicial intervention to dissolve the agreement on the basis of which the delivery takes place and to sell or take back the goods. In that case the contracting party will owe compensation amounting to the lost profit and all costs incurred in this respect. This compensation will amount to at least 20% of the net invoice amount, without prejudice to the right to demand by Boix Europe for further compensation.

- e. The risk of loss, damage or the total or partial destruction of the goods to be delivered will be at the expense of the contracting party from the moment of delivery or from the moment at which and the place where the delivery must be made under the terms of the agreement.
- f. Boix Europe makes the greatest possible effort to comply with the delivery time, however exceeding the delivery time will never result in liability on the part of Boix Europe for the direct or indirect consequences of a late delivery. A delivery date is not a fatal /expiry deadline for Boix Europe.
- g. The costs relating to the delivery of goods, including at any rate the costs of transport, insurance, obtaining the necessary documents and licenses as well as packaging, hoisting, loading and unloading work, will be at the expense of the contracting party.

#### Article 3:

##### PRICE CHANGES

Boix Europe reserves the right to increase the agreed prices if, after the agreement has been concluded but before the moment the agreement is performed, changes to one or more cost price factors give rise to such increases.

Boix Europe will inform the contracting party promptly in writing if and to what extent it will exercise the above-mentioned right to make price changes. If the price changes lead to a price that differs by more than fifteen per cent (15%) from the agreed price, the contracting party has the competence to dissolve the agreement in writing. This has to be done promptly and in writing.

#### Article 4:

##### GUARANTEE

- a. Apart from the fact that the goods sold will comply with the standards applicable at Boix Europe for these products, Boix Europe will only provide a guarantee for a period of up to 12 months from the date of delivery if this has been agreed in writing with the sale.
- b. A guarantee given only covers defects to the goods delivered, caused by incorrect processing, construction or manufacture of the goods delivered, or through the use of defective materials, raw and ancillary materials by Boix Europe.  
Defects that are entirely or partially the consequence of a manner of processing, construction or manufacture stipulated by the contracting party or entirely or partially caused by a supplier, adviser, subcontractor or assistant stipulated by the contracting party are not covered by the guarantee.
- c. Defects that are entirely or partially the consequence of:
  - a. improper handling by the contracting party;
  - b. improper storage by the contracting party, causing the delivered goods to be exposed to the effect of dampness, soiling, high and low temperatures, shocks and vibrations or excessively prolonged storage;
  - c. wear and tear unless considered excessive in view of the use made of the delivered goods that is foreseeable by Boix Europe;
  - d. the use, processing or treatment of the goods delivered other than in accordance with the guidelines and specifications issued with the delivered goods or other than in accordance with the purpose for which the goods have been delivered;
  - e. non-compliance with any government regulation; are not covered by the guarantee.
- d. If and in so far as in respect of the goods delivered a supplier is bound to any form of guarantee towards Boix Europe, the guarantee provided by Boix Europe will never extend further than the guarantee provided by this supplier.
- e. Boix Europe is entitled to remedy the eventual defect to the goods delivered, by own choice of Boix Europe:
  - a. repairing it free of charge or replacing the goods at its discretion; or
  - b. refunding the purchase price at its own discretion, after which Boix Europe is entitled to retrieve the goods.If Boix Europe decides to replace all or part of the goods delivered or to refund all or part of the purchase price, Boix Europe may deduct the benefit of the temporary use by the contracting party.  
Under no circumstances does this guarantee extend further than the delivery of new parts and the labour costs of the particular mechanic(s). Travel and subsistence expenses of the mechanic are explicitly not covered by this guarantee. If Boix Europe replaces parts to comply with its guarantee obligations, the replaced parts will be taken back or become Boix Europe's property.
- f. The agreed guarantee term is not extended as a result of the replacement or repair of the goods delivered under the terms of these guarantee provisions. During the period in which the contracting party fails to comply with any of its obligations under the terms of this agreement or any other agreement relating to it, Boix Europe is not obliged to provide any guarantee.
- g. All liability towards the contracting party in respect of a defective delivery is limited at all times to the above-mentioned guarantee obligations.



Boix Europe B.V.  
Loubergweg 6  
6961 EK Eerbeek  
The Netherlands  
Tel: +31 (0)313 670460  
www.boixeurope.com  
sales@boixeurope.com  
BTW nr. NL822576466B01  
KvK nr. 50145827

#### Article 5:

##### LIABILITY AND INDEMNITY

- a. Boix Europe is not liable for any damage sustained by the contracting party or a third party in connection with or arising from the contract concluded with Boix Europe or in connection with or arising from (wrongful) acts by Boix Europe. This exclusion of liability does not apply if the damage, sustained by contracting party or a third party, is a direct and exclusive result of intent or gross negligence or wilful recklessness by Boix Europe or its managerial staff that are part of the company management team.
- b. In so far as it is established in law that the limitation of liability described in paragraph 1 may not be upheld, the amount to be paid by Boix Europe in respect of compensation shall never be higher than the amount Boix Europe's insurer pays out in respect of the claim. If, in any given case, the insurer does not provide cover or does not pay out, and Boix Europe is liable, their liability is - at the discretion of Boix Europe - limited to redelivery of the faulty goods or to a refund of the invoice amount of the goods or services in question.
- c. In all cases, Boix Europe shall never be liable for indirect damage including loss of income or profits, consequential damage, damage due to delay in business activities and due to business interruption, damage due to loss of production, loss of working hours and/or labour costs incurred in vain. If required, the contracting party must take out their own insurance to cover these damages.
- d. Any claim against Boix Europe will lapse by the mere expiry of one year after the claim against Boix Europe was established.
- e. The contracting party is obliged to indemnify Boix Europe, as well as any third parties engaged by them, against any claims from third parties in respect of compensation of damage as a result of the use or appliance of the goods or services delivered.
- f. Boix Europe can never be held liable for damage caused by incorrect and improper use of the goods. Incorrect use means at least the use for other purposes than where the delivered product is produced for.
- g. Relevant services and advice provided by Boix Europe means that Boix Europe has a best-efforts obligation, not a result obligation towards the contracting party. Furthermore, advice provided by Boix Europe never replaces the instructions leaflet included with the delivered goods.

#### Article 6:

##### COMPLAINTS, COMPENSATION

- a. Complaints must be submitted in writing direct to Boix Europe, however no later than fourteen days after receipt of the goods, or in case of hidden defects within fourteen days after discovery of the hidden defect, enclosing documentary evidence, samples, a list of production- and invoice numbers etc. The periods stated in this article, for both hidden and non-hidden defects, counts as an expiry period.
- b. In the case of well-founded complaints, Boix Europe is only obliged to replace the goods delivered. Under no circumstances whatsoever will Boix Europe be obliged to pay compensation, either to the contracting party or to third parties.
- c. Under no circumstances does the contracting party have the right, by virtue of the complaint submitted to Boix Europe, to postpone any payment or apply a discount on the purchase price payable by it. Returned goods will only be accepted by Boix Europe after it has given written approval and such return of goods will be at the expense and risk of the contracting party. This approval is without prejudice to the rights of Boix Europe.

#### Article 7:

##### PAYMENT

- a. all agreed prices are exclusive of any turnover tax payable thereon. All settled prices are excluding transportation costs. If payment is made by means of negotiable instruments, the payment will only be deemed to have been made once the amount to be paid has been transferred to Boix Europe's bank account. Cash payments are not accepted.
- b. The contracting party is obliged to execute agreed payments within 14 days after the invoice date, unless otherwise agreed in writing.
- c. Unless explicitly agreed otherwise, all prices are quoted in Euro's and payment is due in Euro's
- d. If the contracting party fails to fulfil its payment obligations on the agreed due date, contracting party is considered to be by that very fact in default, without Boix Europe having to send any notice or warning, in which case any outstanding payment by the contracting party, also what has not yet expired, is immediately payable.
- e. Payment of the purchase price must be made no later than on the agreed due date. If the payment term is exceeded the contracting party will owe interest of 1% per month on the outstanding amounts due, counting from the due date, where a part of a month is considered a whole month, without prejudice to the other rights accruing to Boix Europe.
- f. Furthermore, all debt collection and other costs incurred by Boix Europe due to late payment, both judicial and extrajudicial, will be at the expense of the contracting party with a minimum of EUR 500..
- g. In the case that the contracting party fails to make payment or if there is serious doubt about its creditworthiness, Boix Europe is entitled at its discretion to:
  - a. to refrain from making any further deliveries; or
  - b. postpone any further deliveries until the amount due has been paid in full, and also sufficient security for the payment of future deliveries has been provided by the contracting party.Refusal by the contracting party to provide the requested security will entitle Boix Europe to consider the agreement dissolved, without becoming liable for damages extrajudicially, without prejudice to its rights to compensation for costs such as loss of profit.



Boix Europe B.V.  
Loubergweg 6  
6961 EK Eerbeek  
The Netherlands  
Tel: +31 (0)313 670460  
www.boixeuropa.com  
sales@boixeuropa.com  
BTW nr. NL822576466B01  
KvK nr. 50145827

- h. Setoff or suspension by the contracting party is never allowed.
- i. The full purchase price or contract sum is in any case immediately payable if payment of an agreed instalment has not been made promptly on the agreed due date, if the contracting party goes into liquidation, applies for a moratorium or application is made for it to be placed under guardianship, if any attachment is levied on goods or claims of the contracting party and when this contracting party dies, is wound up or is dissolved.
- j. If after the agreement has been concluded new working drawings, construction calculations, etc. need to be drawn up by Boix Europe as a result of changes in the building plans and construction drawings notified by the contracting party, the costs arising from this will be charged in full to the contracting party.
- k. The costs of making copies or extra prints of technical specifications, drawings, etc. requested by the contracting party are at the expense of the contracting party. The contracting party guarantees that no information concerning the manufacturing or construction methods used by Boix Europe will be used, copied, shown or disclosed to third parties without Boix Europe's prior explicit permission.
- l. All costs associated with payment, also including foreign exchange risk and providing security, are borne by the contracting party.

#### Article 8:

##### TRANSFER OF OWNERSHIP

- a. The right of ownership only passes to the contracting party once it has fulfilled the relevant financial obligations to Boix Europe in full. However, the contracting party is entitled to take possession of the goods as part of its normal business operations. It is obliged to inform Boix Europe immediately if third parties assert rights in respect of goods still in Boix Europe's ownership. In these cases, Boix Europe is furthermore irrevocably authorized, without notice of default being required, to remove the goods that have remained in its ownership or have them removed from the place where they are located. Costs for this be borne by the contracting party and the contracting party is obliged to lend its cooperation with this. Boix Europe is entitled either to retain the goods until the amount due, including interest, costs and compensation, has been paid in full, or to sell the goods to third parties, in which case the net proceeds will be deducted from the total amount payable by the contracting party.
- b. If Boix Europe can assert claims against the contracting party in respect of which a retention of title is relied on, as well as claims against the contracting party in respect of which no retention of title is claimed, a payment by the contracting party will be used first to settle the claim in respect of which no retention of title has been claimed.  
If the claims in respect of which the ownership is subject to retention of title have been paid in full by the contracting party, Boix Europe will retain at its discretion a no possessory pledge at the moment it transfers the ownership of the goods delivered, to serve as security for the current and the future claims of Boix Europe against the contracting party.  
The contracting party is obliged to lend its cooperation in establishing this no possessory pledge, non-cooperation by the contracting party with this will subject it to an immediately due and payable fine that is not susceptible for discount or setoff, of 50% of the net invoice amount for the delivered goods of which the ownership is retained.

#### Article 9:

##### FORCE MAJEURE

- a. If Boix Europe is unable for reasons of force majeure to deliver the goods within the agreed delivery period, Boix Europe is entitled at its discretion, depending on whether or not a part of the assignment has already been performed, to suspend performance of all or part of the agreement or to cancel all or part of the agreement, by giving written notice to the contracting party and without judicial intervention. In all these cases Boix Europe is not bound to pay any compensation, whereas the contracting party is obliged to pay for any part already delivered to it, and to take delivery of and pay for any part that is ready for delivery but not yet delivered. In the case of suspension of the performance of the agreement, the contracting party will remain obliged to take delivery of and pay for the goods yet to be delivered to it.
- b. Force majeure is understood to mean in these general conditions: mobilization, war, threat of war, riots, the imposition of quotas, pandemics, export prohibitions, requisitions and other obstructive measures by both this country's and foreign governments, fire, explosion, strikes, traffic congestion, a lack of means of transport, flooding, natural disasters, exclusion of Boix Europe or its employees and unforeseen circumstances or other cases of force majeure, both in this country and abroad, as a consequence of which compliance with the agreement can no longer reasonably be demanded of Boix Europe. Force majeure also exists for Boix Europe if as a consequence of the above-mentioned circumstances or for any other reason the suppliers of Boix Europe have not delivered the above-mentioned goods, materials, parts, raw materials or auxiliary materials ordered in time by Boix Europe, or not within the agreed period of time, or the relevant agreement has been cancelled for whatever reason.

#### Article 10:

##### CANCELLATION

Cancellation by the contracting party, other than through termination as referred to in Book 6, Section 265 of the Civil Code, is only possible if Boix Europe gives its permission. If Boix Europe gives its permission for cancellation, the contracting party will owe compensation of 20% of the contract sum/purchase sum, unless the actual costs incurred plus the loss of profit exceed the amount calculated in this manner, in which case a higher percentage must be paid.



Boix Europe B.V.  
Loubergweg 6  
6961 EK Eerbeek  
The Netherlands  
Tel: +31 (0)313 670460  
www.boixeuropa.com  
sales@boixeuropa.com  
BTW nr. NL822576466B01  
KvK nr. 50145827

**Article 11:**  
**PRIVACY**

To comply with the applicable personal data protection legislation in force, it is hereby stated that Boix Europe B.V, with tax number NL822576466B01 , and registered office at Eerbeek, The Netherlands, is the controller of processing the personal data provided with the purpose of managing this contractual relationship at an administrative, accounting, tax and legal level, and providing the arranged products and services.

The data subject acknowledges that the data provided are its own and are accurate and truthful.

The personal data collected are those strictly necessary for complying with the described purpose. If such data are not provided, we cannot manage the contractual relationship nor provide the arranged products and services.

The legitimate basis for processing the personal data is the contractual relationship expected to be formalised through this contract and the legitimate interest of Boix Europe in maintaining the contracting party informed of its products and services, so the personal data shall be processed for that purpose until the relationship ends. Without prejudice to the foregoing, the data shall be retained duly blocked while liabilities may arise as a result of executing this contract and to comply with other legal obligations.

The personal data shall be submitted to other group companies when this is necessary to comply with the purpose of the data processing. The legitimate basis for that assignment is the contractual relationship. Likewise, the data can be assigned to the Spanish Tax Agency and to the public bodies required to comply with our legal and tax obligations.

The personal data can be assigned to WhatsApp Inc, Google LLC and eMarketeer, Inc., all of them located in the United States and certified under the Privacy Shield. The data is transferred to the first two companies with the purpose of communication regarding matters related to the contractual relationship. The data is transferred to eMarketeer, Inc. with the purpose of commercial communications.

Boix Europe shall retain the data until the end of the contract. Without prejudice to the foregoing, the data shall be retained duly blocked while liabilities may arise as a result of executing this contract and to comply with other legal obligations.

The data subject can exercise its right of access, rectification, erasure, restriction of processing, objection, portability and revocation of consent of its personal data at any time by writing to Boix Europe B.V., with tax number privacy@boixeuropa.com, at its registered office at Eerbeek, Loubergweg 6, The Netherlands or sending an email to privacy@boixeuropa.com, together with a copy of its identity document or passport.

You are also entitled to file a claim at the Dutch Data Protection Agency as deemed fit, especially when you have not received satisfaction when exercising your rights.

**Article 12:**  
**CONFIDENTIALITY**

- a. Any information related to the Company, the staff at its service or the companies in its group, except for information which is public and well-known, that is known by the contracting party as a result of executing and complying with the agreement is considered to be confidential. The contracting party will observe strict confidentiality with regard to this information.
- b. The obligations under this article remain in force after the expiry or termination of the agreement.
- c. Likewise, the contracting party will instruct its employees, advisers and persons who have access to the information considered confidential to maintain strict confidentiality of that information.
- d. The contracting party is not obliged to maintain the aforementioned confidentiality when required by the competent authorities in accordance with legal requirements or when, in accordance with legal provisions, the confidentiality obligation cannot be imposed on the contracting party.
- e. The contracting party gives Boix Europe explicit permission to use the name of the contracting party (including the purchased goods) as a reference for its company.
- f. Insofar as necessary, the contracting party also gives permission to Boix Europe to use information regarding the agreement for necessary purposes such as providing information to third parties such as financial institutions, accounting, tax or banking advisers and other bodies.

**Article 13:**  
**APPLICABLE LAW AND COMPETENT COURT**

All agreements, regardless of the place of conclusion or delivery, will be governed by Dutch law under exclusion of the CISG. All disputes in connection with the agreement and subsequent commitments will be brought before the competent court in Arnhem.

For translations of the general conditions, the original Dutch text is binding.