

Business Terms and Conditions Dutchchems

Article 1: Definitions

1.1 In these general terms and conditions, the following terms shall have the following meanings, unless expressly stated otherwise:

Dutchchems: the company, based in Maarsse, the Netherlands, registered with the Chamber of Commerce under number 69590591.

Customer: the legal entity or natural person acting in the exercise of a profession or business who enters into an agreement with Dutchchems.

Agreement: the agreement between Dutchchems and the customer concerning the sale and delivery of products.

Products: all goods that are the subject of the agreement.

Website: <https://www.dutchchems.nl/>.

Article 2: Applicability

2.1 These general terms and conditions apply to all offers, agreements, and deliveries of Dutchchems to business customers, unless expressly agreed otherwise in writing.

2.2 Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing.

2.3 The applicability of general terms and conditions of the customer is expressly rejected.

Article 3: Safety Regulations, Environment, and Occupational Health

3.1 The customer guarantees that he complies with all applicable environmental laws and regulations in the execution of the agreement. Dutchchems is not liable for any fines or damages arising from the customer's non-compliance with these regulations.

3.2 The customer is responsible for the working conditions and safety within his own company and ensures that all relevant legal regulations and guidelines are observed. This includes, among other things, providing appropriate personal protective equipment to the staff and giving the necessary instructions.

Article 4: Pricing and Payments

4.1 All prices quoted by Dutchchems are exclusive of VAT and any other levies imposed by the government and exclusive of shipping costs, unless otherwise indicated.

4.2 Dutchchems reserves the right to increase the agreed prices if costs rise, such as changes in transport costs, customs duties, taxes, or raw material prices. If the price increase exceeds 8 percent, the customer has the right to cancel the agreement in writing for future deliveries.

4.3 Payment must be made within 14 days of the invoice date, without any right of set-off or deduction, unless otherwise agreed in writing.

4.4 If the customer does not pay on time, the customer is in default by operation of law and owes statutory commercial interest on the outstanding amount. In addition, all reasonable costs incurred to obtain payment out of court are at the customer's expense.

Article 5: Retention of Title

5.1 All products delivered remain the property of Dutchchems until all payments have been made in full. This retention of title also applies to previous or later deliveries if outstanding amounts remain.

5.2 The customer is not entitled to sell, pledge, or otherwise encumber the products delivered under retention of title, except in the context of normal business operations.

5.3 In case of non-compliance with payment obligations by the customer, Dutchchems is entitled to take back the delivered products without prior notice of default or judicial intervention. The customer irrevocably grants Dutchchems permission to enter the location where the products are located and take them back.

5.4 All reasonable costs associated with taking back the products, such as transport and storage costs, are at the customer's expense. Dutchchems also reserves the right to claim compensation for any depreciation of the returned products.

Article 6: Delivery and Risk

6.1 The risk for the products passes from Dutchchems to the customer in accordance with the agreed delivery condition, either FCA (Free Carrier), FOB (Free on Board), FAS (Free Alongside Ship), CIF (Cost Insurance and Freight), DAF (Deliver at Frontier), or otherwise. These delivery conditions comply with the latest edition of the "Incoterms" published by the International Chamber of Commerce. If no agreement has been made, delivery is deemed to be Ex Works (EXW).

6.2 Dutchchems has fulfilled its delivery obligation at the moment when the products are offered at

the agreed delivery address or, if agreed that the products will be collected, when the products are ready for collection.

6.3 Dutchchems reserves the right to deliver in parts. Such deliveries are deemed to have been made under separate agreements. The customer is obliged to accept the products at the time of delivery. All costs and damages incurred by Dutchchems due to the customer's refusal to accept (part of) the products ordered by them are at the customer's expense, including storage costs.

Article 7: Product Quality and Complaints

7.1 Dutchchems guarantees that the delivered products comply with the agreed specifications and that they are suitable for the described use.

7.2 The customer is obliged to inspect the delivered products immediately upon receipt. Any complaints about visible defects or deviations from the specifications must be reported in writing to Dutchchems within 5 days of delivery.

7.3 Complaints about hidden defects must be reported in writing to Dutchchems within 5 days of discovery, but no later than 30 days after delivery.

7.4 If a complaint is justified, Dutchchems will, at its discretion, replace or repair the defective products or apply a proportional price reduction. The customer cannot derive any other rights from a justified complaint.

Article 8: Liability and Indemnification

8.1 The liability of Dutchchems is limited to the invoice value of the relevant delivery unless the

damage is caused by intent or gross negligence on the part of Dutchchems.

8.2 Dutchchems is not liable for indirect damage, including consequential damage, lost profits, missed savings, or damage due to business interruption.

8.3 The customer indemnifies Dutchchems against all claims from third parties arising from the use of the products delivered by Dutchchems, unless this damage is due to intent or gross negligence on the part of Dutchchems. This indemnification also includes claims from third parties arising from the customer's actions or omissions, including non-compliance with legal regulations or improper use of the products.

Article 9: Force Majeure

9.1 In the event of force majeure, such as natural disasters, war, mobilization, transport disruptions, strikes, government-imposed restrictions, supplier failures, or other unforeseen circumstances that prevent Dutchchems from fulfilling the agreement, Dutchchems is entitled to suspend the delivery or terminate the agreement in whole or in part, without the customer being entitled to compensation.

9.2 Dutchchems will inform the customer as soon as possible about a force majeure situation and, if possible, indicate when delivery can be resumed or the agreement can still be executed.

9.3 If the force majeure situation lasts longer than three months, both parties are entitled to terminate the agreement in writing without any obligation to pay compensation.

Article 10: Termination of the Agreement

10.1 Dutchchems is entitled to terminate the agreement without judicial intervention if the customer

fails to meet, or fails to meet on time or properly, an obligation under the agreement, is declared bankrupt, applies for suspension of payments, or otherwise faces financial difficulties.

10.2 In the event of termination, the customer is not entitled to compensation and must immediately pay for all products already delivered.

Article 11: Transport Means

11.1 If Dutchchems provides transport means for delivery, the customer is obliged to make them available immediately after unloading and to follow Dutchchems' instructions regarding the return of the material.

11.2 If the customer does not comply with these obligations, they are liable for all damage and costs arising from this.

Article 12: Intellectual Property

12.1 All intellectual property rights relating to the products and services delivered by Dutchchems, as well as information on the website, belong to Dutchchems or its licensors.

12.2 The customer is not entitled to reproduce, copy, or otherwise use the products or services of Dutchchems outside the scope of the agreement without the written consent of Dutchchems.

12.3 The customer is not allowed to use any form of intellectual property of Dutchchems, including but not limited to trademarks, logos, technical documentation, and product designs, for promotional or commercial purposes without prior written permission from Dutchchems.

12.4 If the customer infringes on the intellectual property rights of Dutchchems, Dutchchems has the right to immediately suspend all deliveries to the customer and/or terminate the agreement, without prejudice to Dutchchems' right to claim compensation for the damage suffered.

12.5 Dutchchems reserves the right to use knowledge and experience gained during the execution of the agreement for other purposes, provided that no confidential information from the customer is disclosed.

Article 13: Applicable Law and Competent Court

13.1 All agreements between Dutchchems and the customer are governed exclusively by Dutch law, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 All disputes arising from or related to offers, deliveries by, orders to, and agreements with Dutchchems will be submitted exclusively to the competent court in the district where Dutchchems is located, unless Dutchchems chooses to submit the dispute to another competent court according to general jurisdiction rules.

Article 14: Final Provision

14.1 These general terms and conditions are drawn up in the Dutch language. In the event of a dispute about the content or scope of these general terms and conditions, the Dutch text shall be binding.

14.2 For questions, comments, complaints, or other communication regarding the products, services, website, or these general terms and conditions, the customer can contact Dutchchems

using the contact information provided in Article 1.