

General Sale and Purchase Conditions of Greenpoint Trading B.V.

All our requests for proposals, offers, orders, and agreements are subject to our General Sale and Purchase Conditions. As filed at the Registry of the Court of The Hague on 9 July 2021 under number 8/2021 and at the Chamber of Commerce under number 72703237.

Seller: Greenpoint Trading B.V., a private company with limited liability, registered with the Chamber of Commerce under number 72703237.

Buyer: the customer acting in the name of a profession or business.

Article 1. General

1. The provisions of these General Sale and Purchase Conditions apply to every offer and agreement between Greenpoint Trading B.V. and the Buyer, insofar as the parties have not explicitly deviated from these General Sale and Purchase Conditions in writing.
2. These General Sale and Purchase Conditions are also applicable to all agreements with Greenpoint Trading B.V., whereof Greenpoint Trading B.V. makes use of the services of third parties for the execution of the agreements.
3. The applicability of the general conditions of the Buyer is expressly excluded, unless the parties have agreed otherwise in writing.
4. If Greenpoint Trading B.V. concludes more than one agreement with the Buyer, these General Sale and Purchase Conditions apply to all subsequent agreements, regardless of whether they have been explicitly declared applicable.
5. If one or more provisions of these General Sale and Purchase Conditions are invalid or may be annulled, the remaining provisions of these General Terms and Conditions continue to apply.

Article 2. Offers/orders/prices

1. All offers, in whatever form, are without obligation, unless the offer states a deadline for acceptance.
2. If a natural person concludes an agreement on behalf of or at the expense of a legal entity, he/she declares – by signing the order form/order – that he/she is authorized to do so. This person is jointly and severally liable, together with the legal entity, for all obligations arising from the agreement.
3. Due to the nature of the products, remote sales to a potential consumer Buyer is also excluded from the right of withdrawal.
4. Agreements to which Greenpoint Trading B.V. is a party are not deemed to have been entered into until Greenpoint Trading B.V. has accepted an order from the Buyer in writing or the goods sold by Greenpoint Trading B.V. have actually been delivered ex warehouse to the Buyer.
5. In the case of verbal agreements, the invoice is deemed to reflect the agreement correctly and completely, unless a complaint is made within four days of the invoice date.
6. Orders may be placed by telephone, fax, e-mail and regular mail.
7. The prices in the offers, on the website, in catalogues and price lists are for delivery ex warehouse, in Euros, exclusive of VAT and government levies, insurance and exclusive of shipping, freight, packaging and order costs, unless explicitly agreed otherwise.
8. Greenpoint Trading B.V. may pass on price increases after two months if a VAT increase or other statutory or cost price increases have occurred between the time of offer/acceptance and delivery.
9. Greenpoint Trading B.V. is entitled to adjust its prices annually by an inflation correction equal to the consumer price index of the Statistics Netherlands (Centraal Bureau voor de Statistiek), at a minimum.
10. Greenpoint Trading B.V. can refuse an order without giving reasons or can attach conditions to an order.

Article 3. Delivery

1. Delivery takes place ex warehouse of Greenpoint Trading B.V., unless the parties agree otherwise.
2. Greenpoint Trading B.V. is entitled to charge an advance amount. Delivery to the Buyer will take place after payment of the advance amount, unless the parties have agreed otherwise.
3. The Buyer is obliged to accept the goods at the moment that Greenpoint Trading B.V. delivers them or has them delivered to the Buyer, or at the moment at which they are made available to the Buyer in accordance with the agreement.
4. If the Buyer refuses to accept the goods or fails to provide information or instructions necessary for the delivery, Greenpoint Trading B.V. is entitled to store the goods at the expense and risk of the Buyer.
5. If delivery is made on a cash on delivery basis, Greenpoint Trading B.V. will always charge the Buyer cash on delivery costs.

6. Delivery is always made by Greenpoint Trading B.V. to the last known delivery address provided by the Buyer.
7. If Greenpoint Trading B.V. has indicated a delivery time, this delivery time is indicative. A stated delivery time is therefore never a strict deadline. If a delivery time is exceeded, the Buyer must give Greenpoint Trading B.V. a notice of default in writing and grant it a reasonable period for the delivery.
8. If Greenpoint Trading B.V. requires information from the Buyer within the framework of executing the agreement, the delivery time will commence after the Buyer has made this information available to Greenpoint Trading B.V.
9. Greenpoint Trading B.V. is entitled to deliver the goods in partial deliveries. Greenpoint Trading B.V. is entitled to invoice partial deliveries separately.
10. If the goods are unavailable or temporarily unavailable, Greenpoint Trading B.V. will inform the Buyer no later than one month after receipt of the order. In such case, Greenpoint Trading B.V. is entitled to cancel the order free of charge. If the Buyer has already paid Greenpoint Trading B.V. for the goods, the Buyer will receive a reimbursement.

Article 4. Models/images

1. The models, images, numbers, measures, weights, or descriptions contained in the catalogues/offers/advertisements/price lists are shown only as indications.
2. If the Buyer has been shown a sample, this sample is presumed to have been shown only as an indication.
3. The sample products sent by Greenpoint Trading B.V. at the request of the Buyer cannot be returned due to the nature of the product. Greenpoint Trading B.V. will charge the Buyer in full for the sample products sent, at the list price, unless agreed otherwise.
4. The following situations can never give rise to any complaints:
 - deviations in colour and size of less than 10%;
 - the typesetting or printing errors of mentioned on the website or in the catalogue/offer/price list.

Article 5. Obligation to investigate and complaints

1. The Buyer is obliged to inspect the delivered goods, or have them inspected, at the time of delivery.
2. When doing so, the Buyer must investigate whether the quality and quantity of the delivered goods corresponds to what was agreed.
3. Defects and deviations must be noted on the waybill/packing slip, in the absence of which the delivery will be deemed to be correct.
4. Any visible defects should also be reported to Greenpoint Trading B.V. in writing within 48 hours of delivery.
5. If a complaint is made in time, pursuant to the previous paragraph, the Buyer remains obliged to purchase and pay for the purchased goods.
6. Greenpoint Trading B.V. is always given the opportunity to investigate the complaint.
7. If the Buyer wishes to return defective products, it must do so with the prior written permission of Greenpoint Trading B.V.
8. Return shipments must be sent free of charge in undamaged condition and original packaging.
9. If a complaint is well founded, Greenpoint Trading B.V. will replace the delivered goods, unless this has become demonstrably pointless for the Buyer in the meantime. The latter must be communicated in writing by the Buyer. In all cases, however, Greenpoint Trading B.V. is only liable within the limits of the provisions of Article 11.
10. Complaints about the invoice must be submitted to Greenpoint Trading B.V. within ten days of the invoice date, failing which the invoice is deemed to have been approved.

Article 6. Payment and non-payment

1. Payment must be made in euros in cash, or in advance by means of an advance invoice date, or within 14 days of the invoice date in a manner to be indicated by Greenpoint Trading B.V. The payment obligation is not suspended by objections to the amount of the invoices.
2. If the Buyer fails to make payment within the agreed period then the Buyer is in default by operation of law. The Buyer will then owe statutory commercial interest in accordance with Book 6 Article 119(a) of the Dutch Civil Code (*Burgerlijk Wetboek*). The interest on the amount due will be calculated from the moment the Buyer is in default until the moment of payment in full of the amount due at that time.
3. Payments will first be applied to reduce the costs, then the interest due and finally the principal sum and the current interest.
4. In the event of the winding-up or petition for bankruptcy of the Buyer, the admission of the Buyer into statutory debt restructuring scheme under the Debt Restructuring (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen*), the attachment or provisional suspension of payments of the Buyer, then the claims of Greenpoint Trading B.V. against the Buyer are immediately due and payable.

Article 7. Debt collection costs

1. If the Buyer is in default or breach of contract of the timely fulfilment of its obligations, all reasonable costs incurred in obtaining fulfilment out of court are payable by the Buyer.
2. If Greenpoint Trading B.V. has incurred higher costs that were reasonably necessary, these are also eligible for reimbursement. Any reasonable judicial and enforcement costs incurred are also payable by the Buyer.
3. Only if the Buyer is deemed to be acting in his/her capacity as a natural person by virtue of a court ruling will debt collection costs be calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
4. If the Buyer is demonstrably a consumer Buyer, a reminder will be sent to him/her with a further period of 14 days for payment, without the extrajudicial collection costs becoming due.

Article 8. Retention of title

1. All goods supplied by Greenpoint Trading B.V. remain the property of Greenpoint Trading B.V. until the Buyer has complied with all obligations arising from all agreements concluded with Greenpoint Trading B.V.
2. The Buyer is not entitled to pledge, rent, or resell to customers or encumber in any other way the goods falling under the retention of title.
3. If third parties levy attachment on the goods delivered under retention of title or wish to establish or enforce rights to these goods, the Buyer is obliged to inform Greenpoint Trading B.V. thereof as soon as possible.
4. Goods delivered by Greenpoint Trading B.V. that fall under the retention of title pursuant to the first paragraph of this article, may only be resold within the framework of normal business operations and may never be used as a means of payment.
5. In the event that Greenpoint Trading B.V. wishes to exercise its right of ownership as indicated in this article, the Buyer hereby gives unconditional and irrevocable permission to Greenpoint Trading B.V. or third parties to be designated by Greenpoint Trading B.V. to access all those places where the goods of Greenpoint Trading B.V. are located and to repossess those goods.

Article 9. Suspension and termination

1. Greenpoint Trading B.V. is authorized to suspend the fulfilment of its obligations or to terminate the Agreement, if:
 - the Buyer fails to fulfil its obligations under the agreement in a timely manner or in full;
 - after the conclusion of the agreement, Greenpoint Trading B.V. becomes aware of circumstances giving good reason to suspect that the Buyer will not, will not timely, or will not fully comply with his/her obligations. If there is good reason to fear that the Buyer will only partially or improperly fulfil his/her obligations, suspension is only permitted to the extent justified by the shortcoming;
 - the Buyer was asked to provide security for the fulfilment of his/her obligations under the agreement when it was concluded and he/she has not provided this security or the security provided is insufficient. As soon as security has been provided, the authority to suspend payment will lapse, unless payment has been unreasonably delayed as a result.
2. Furthermore, Greenpoint Trading B.V. is authorized to terminate the agreement or have it terminated if circumstances arise of such a nature that fulfilment of the agreement is impossible or can no longer be required in accordance with the standards of reasonableness and fairness, or if other circumstances arise that are of such a nature that the unaltered continuation of the agreement can no longer reasonably be required.
3. If the agreement is terminated, the claims of Greenpoint Trading B.V. on the Buyer will become immediately due and payable. If Greenpoint Trading B.V. suspends the fulfilment of the obligations, it will retain its claims under the law and the agreement.
4. Greenpoint Trading B.V. reserves the right to claim compensation at all times.

Article 10. Cancellation

1. If the Buyer wishes to cancel the agreement after it has been concluded with Greenpoint Trading B.V. but before Greenpoint Trading B.V. has delivered to the Buyer, 50% of the agreed order price including VAT will be charged to the Buyer as a cancellation fee, without prejudice to the right of the Buyer to full compensation, including loss of profit.
2. Cancellation of the agreement must be effected by registered letter.
3. If the Buyer has paid the order price to Greenpoint Trading B.V. in the meantime, in whole or in part, this amount will be reimbursed to the Buyer less 50%.

Article 11. Liability

1. If Greenpoint Trading B.V. is liable for direct damage, then such liability is limited to a maximum of the amount of the payment to be made by the insurer of Greenpoint Trading B.V., or to a maximum of the invoice amount, or to that part of the invoice to which the liability relates.
2. Greenpoint Trading B.V. is never liable for indirect damage, including consequential damage, loss of profit, lost savings, and damage due to business stagnation.
3. The Buyer indemnifies Greenpoint Trading B.V. against any claims from third parties that suffer damage in connection with the execution of the agreement and which damage is attributable to the Buyer.
4. Greenpoint Trading B.V. will never be liable for damage arising from incorrect use of the goods that is not in accordance with the instructions for use or other use than that for which the goods are intended.
5. Greenpoint Trading B.V. is never liable for damage arising from advice provided. Advice is always provided on the basis of facts and circumstances known to Greenpoint Trading B.V. and in mutual consultation, and Greenpoint Trading B.V. always considers the intention of the Buyer as a starting point and guideline.
6. The limitations of liability for direct damage included in these General Sale and Purchase Conditions do not apply only if the damage is due to an intentional act or omission or gross negligence on the part of Greenpoint Trading B.V.

Article 12. Transfer of risk

1. Both the legal and/or the de facto risk of loss of or damage to the goods that are the subject of the agreement will be transferred to the Buyer the first time these goods are delivered to the Buyer and thus fall under the control of the Buyer or a third party designated by the Buyer.
2. If Greenpoint Trading B.V. provides transport/shipment of the goods that are the subject of the agreement, this will take place entirely at the expense and risk of the Buyer, unless the parties have agreed otherwise.

Article 13. Force majeure

1. The parties are not obliged to comply with any obligations if they are prevented from doing so due to a circumstance that cannot be attributed to gross negligence or intent on the part of the party relying on this and for which they cannot be held accountable by virtue of the law, a juristic act, or generally accepted practice.
2. In addition to that which is understood in the law and jurisprudence, force majeure is understood in these General Sale and Purchase Conditions to mean all external causes, foreseen or unforeseen, on which Greenpoint Trading B.V. cannot exert any influence, but which prevent Greenpoint Trading B.V. from being able to fulfil its obligations. Force majeure is understood to include strikes at the company of Greenpoint Trading B.V., postal strikes, traffic jams, power/computer failures, and stagnation in supplies by suppliers.
3. Greenpoint Trading B.V. is also entitled to invoke force majeure if the circumstance that prevents further fulfilment occurs after Greenpoint Trading B.V. should have fulfilled its commitment.
4. The parties may suspend their obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to terminate the agreement without any obligation to pay compensation for damage to the other party.
5. Insofar as Greenpoint Trading B.V. has partially complied with its obligations under the agreement at the moment of the occurrence of force majeure or will be able to comply with these obligations and an independent value can be attributed to the part that has been complied with or the part that has still to be complied, Greenpoint Trading B.V. is entitled to separately invoice the part that has already been complied with or the part still to be complied with.
6. The Buyer is obliged to pay this invoice as if it were a separate agreement.

Article 14. Competent court/applicable law

1. The court in the place of business of Greenpoint Trading B.V. has exclusive jurisdiction to take cognizance of any disputes between the parties, unless another court is competent pursuant to mandatory statutory provisions;
2. Dutch law applies to every agreement between Greenpoint Trading B.V. and the Buyer. The Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.