

Terms and conditions NetZeroPallet.EU

Article 1. General

- 1.** These conditions apply to every offer, quotation and agreement between NetZeroPallet.EU and a Client to NetZeroPallet.EU has declared these conditions applicable, insofar as the parties have not deviated from these conditions explicitly and in writing.
- 2.** The present conditions also apply to agreements with NetZeroPallet.EU for the execution of which third parties must be involved by NetZeroPallet.EU.
- 3.** These general terms and conditions are also written for the employees of NetZeroPallet.EU and its management.
- 4.** The applicability of any purchase or other conditions of the Client is expressly rejected.
- 5.** If one or more provisions in these general terms and conditions are wholly or partially void or destroyed at any time, the provisions in these general terms and conditions remain fully applicable. NetZeroPallet.EU and the Client will then enter into consultations in order to agree new provisions to replace the void or voided provisions, whereby the purpose and intent of the original provisions will be taken into account as much as possible.
- 6.** If there is uncertainty about the interpretation of one of the provisions of these general terms and conditions, then the explanation must be given "in the spirit" of these provisions.
- 7.** If a situation arises between parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
- 8.** If NetZeroPallet.EU does not always require strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that NetZeroPallet.EU would lose the right to otherwise strictly comply with the provisions of these conditions to desire.

Article 2. Quotations and offers

- 1.** All quotations and offers from NetZeroPallet.EU are without obligation, unless a deadline for acceptance has been set in the quotation. If no acceptance period has been set, no rights can be derived from the quotation or offer in any way if the product to which the quotation or offer relates has become unavailable in the meantime.
- 2.** NetZeroPallet.EU cannot be held to its quotes or offers if the Client can reasonably understand that the quotes or offers, or any part thereof, contain obvious mistakes or errors.
- 3.** The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administrative costs, unless stated otherwise.

4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, NetZeroPallet.EU is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless NetZeroPallet.EU indicates otherwise.
5. A composite quotation does not oblige NetZeroPallet.EU to execute part of the assignment against a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

Article 3. Contract duration; implementation periods, transfer of risk, implementation and amendment of the agreement; price increase

1. The agreement between NetZeroPallet.EU and the client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
2. If a period has been agreed or specified for the execution of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client must therefore give NetZeroPallet.EU notice of default in writing. NetZeroPallet.EU must be offered a reasonable period to still execute the agreement.
3. NetZeroPallet.EU will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of science.
4. NetZeroPallet.EU has the right to have certain work done by third parties.
5. If work is carried out by NetZeroPallet.EU or third parties engaged by NetZeroPallet.EU in the context of the assignment at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably required by those employees free of charge.
6. Delivery takes place ex works of NetZeroPallet.EU. The Client is obliged to purchase goods when they are made available to him. If the Client refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, NetZeroPallet.EU is entitled to store the goods at the expense and risk of the Client. The risk of loss, damage or depreciation passes to the Client at the moment when items are available to the Client.
7. NetZeroPallet.EU is entitled to execute the agreement in different phases and to invoice the thus executed part separately.
8. If the agreement is executed in phases, NetZeroPallet.EU can suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

9. The Client will ensure that all information, which indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, is provided to NetZeroPallet.EU in a timely manner. If the information required for the execution of the agreement has not been provided to NetZeroPallet.EU in time, NetZeroPallet.EU has the right to suspend the execution of the agreement and / or the additional costs resulting from the delay in accordance with the then usual rates to the Client to charge. The execution period does not start until after the Client has made the data available to NetZeroPallet.EU. NetZeroPallet.EU is not liable for damage of any kind, because NetZeroPallet.EU has assumed the incorrect and / or incomplete information provided by the Client.

10. If during the execution of the agreement it appears that for a proper implementation it is necessary to change or supplement it, then the parties will adjust the agreement in time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or direction of the Client, of the competent authorities, etc., is changed and the agreement is thereby changed in qualitative and / or quantitative terms, this may have consequences for what was originally agreed. As a result, the original agreed amount can also be increased or decreased. NetZeroPallet.EU will quote as much as possible in advance. By an amendment to the agreement, the original specified term of execution can also be changed. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

11. If the agreement is changed, including a supplement, NetZeroPallet.EU is entitled to implement it only after approval has been given by the person authorized within NetZeroPallet.EU and the Client has agreed to the price stated for the execution and other conditions, including the time to be determined at that time at which they will be implemented. Not or not immediately executing the amended agreement does not constitute a breach of time by NetZeroPallet.EU and is no reason for the Client to terminate or cancel the agreement.

12. Without failing to do so, NetZeroPallet.EU can refuse a request for amendment of the agreement, if this could have qualitative and / or quantitative consequences, for example for the work to be performed or goods to be delivered in that context.

13. If the Client should fail to properly comply with what he is obliged to NetZeroPallet.EU, then the Client is liable for all damage on the part of NetZeroPallet.EU thereby directly or indirectly.

14. If NetZeroPallet.EU agrees a fixed fee or fixed price with the Client, NetZeroPallet.EU is nevertheless entitled at all times to increase this fee or this price without the Client being entitled to dissolve the agreement for that reason. , if the increase in the price arises from a power or obligation under the laws or regulations or is caused by the increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable when entering into the agreement .

15. If the price increase, other than as a result of an amendment to the agreement, exceeds 10% and takes place within 3 months after the conclusion of the agreement, then only the Client who is entitled to dissolve the agreement by means of a written statement, unless NetZeroPallet.EU is still prepared to execute the agreement on the basis of the originally agreed upon; if the price increase arises from a power or an obligation on NetZeroPallet.EU under the law; if it is stipulated that the delivery will take place more than three months after the conclusion of the agreement; or, on delivery of a good, if it is stipulated that the delivery will take place more than three months after the purchase.

Article 4 Suspension, dissolution and premature termination of the agreement

- 1.** NetZeroPallet.EU is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not, not fully or timely fulfill the obligations under the agreement, after the conclusion of the agreement NetZeroPallet.EU has come to the knowledge of good conditions. give grounds for fearing that the Client will not fulfill the obligations if the Client was requested at the conclusion of the agreement to provide security for the fulfillment of his obligations under the agreement and this security is not provided or is insufficient or if due to the delay on the side of the Client, NetZeroPallet.EU can no longer be required to fulfill the agreement under the originally agreed conditions.
- 2.** Furthermore, NetZeroPallet.EU is entitled to dissolve the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if other circumstances arise that are of such a nature that the unaltered maintenance of the agreement cannot reasonably be NetZeroPallet.EU can be required.
- 3.** If the agreement is dissolved, the claims of NetZeroPallet.EU on the Client are immediately due and payable. If NetZeroPallet.EU suspends the fulfillment of the obligations, it will retain its rights under the law and the agreement.
- 4.** If NetZeroPallet.EU proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage and costs in any way.
- 5.** If the dissolution is attributable to the Client, NetZeroPallet.EU is entitled to compensation of the damage, including the costs, directly or indirectly incurred thereby.
- 6.** If the Client fails to fulfill its obligations under the agreement and this non-compliance justifies termination, NetZeroPallet.EU is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client , is obliged to pay compensation or compensation on account of default.
- 7.** If the agreement is terminated prematurely by NetZeroPallet.EU, NetZeroPallet.EU will arrange for the transfer of work still to be performed to third parties in consultation with the Client. This unless the cancellation is attributable to the Client. If the transfer of the activities entails additional costs for NetZeroPallet.EU, these will be charged to the Client. The Client is obliged to pay these costs within the aforementioned period, unless NetZeroPallet.EU indicates otherwise.
- 8.** In case of liquidation, (application for) suspension of payments or bankruptcy, attachment - if and insofar as the attachment has not been lifted within three months - will be charged to the Client, debt restructuring or any other circumstance as a result of which the Client will not longer free to dispose of its assets, NetZeroPallet.EU is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation. In that case, the claims of NetZeroPallet.EU on the Client are immediately due and payable.

9. If the Client cancels a placed order in whole or in part, the work that has been carried out and the goods ordered or prepared for it, plus any delivery and delivery costs thereof and the working time reserved for the execution of the agreement, charged to the Client integrally.

Article 5 Force majeure

1. NetZeroPallet.EU is not obliged to fulfill any obligation towards the Client if he is hindered to do so as a result of a circumstance that is not due to fault, nor is it at his expense pursuant to the law, a legal act or traffic-related opinions coming.

2. Force majeure in these general terms and conditions means, in addition to what is understood in this respect in law and case law, all external causes, foreseen or unforeseen, over which NetZeroPallet.EU can have no influence, but as a result of which NetZeroPallet.EU is unable fulfill obligations. Strikes in the company of NetZeroPallet.EU or of third parties included. NetZeroPallet.EU is also entitled to invoke force majeure if the circumstances that prevent (further) compliance with the agreement occur after NetZeroPallet.EU should have fulfilled its obligation.

3. NetZeroPallet.EU can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without obligation to compensate damage to other parties.

4. Insofar as NetZeroPallet.EU has at the time of the occurrence of force majeure partially fulfilled its obligations under the agreement or will be able to fulfill them, and the part fulfilled or to be fulfilled has independent value, NetZeroPallet.EU is entitled to fulfill the already fulfilled or invoice the part to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment must always be made by prepayment, in a manner to be indicated by NetZeroPallet.EU in the currency in which it was invoiced, unless stated otherwise in writing by NetZeroPallet.EU. NetZeroPallet.EU is entitled to invoice periodically.

2. If the Client fails to pay an invoice on time, the Client will be in default by operation of law. The Client then owes an interest of 8% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

3. NetZeroPallet.EU has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal and accrued interest. NetZeroPallet.EU can, without being in default, refuse an offer for payment if the Client designates a different order for the allocation of the payment. NetZeroPallet.EU can refuse full payment of the principal, if the outstanding and accrued interest and collection costs are not also paid.

4. The Client is never entitled to set off the amount it owes to NetZeroPallet.EU. Objections to the amount of an invoice do not suspend the payment obligations.

5. If the Client is in default in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining satisfaction out of court will be borne by the Client. The default of the Client who is a natural person who does not act in the exercise of a profession or business (private client), commences after he has been ordered to pay within fourteen days after the day of reminder and payment. The letter of formal notice also indicates the consequences of the failure to pay. The extra judicial costs are calculated on the basis of what is customary in the land of the Client debt collection practice. However, if NetZeroPallet.EU has incurred higher collection costs that were reasonably necessary and the Client is not a natural person who does not act in the exercise of a profession or business (corporate client), the costs actually incurred will be eligible for reimbursement. Any legal and judicial execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs owed.

Article 7 Retention of title

1. The items delivered by NetZeroPallet.EU in the context of the agreement remain the property of NetZeroPallet.EU until the Client has properly fulfilled all obligations under the agreement (s) concluded with NetZeroPallet.EU.

2. The goods delivered by NetZeroPallet.EU, which are covered by the property right pursuant to paragraph 1., may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or encumber in any other way what is subject to the retention of title.

3. The Client must always do everything that can reasonably be expected of him to safeguard the property rights of NetZeroPallet.EU. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Client is obliged to immediately notify NetZeroPallet.EU. Furthermore, the Client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on request. In the event of any payment of the insurance, NetZeroPallet.EU is entitled to these tokens. For as much as necessary, the Client undertakes in advance vis-à-vis NetZeroPallet.EU to cooperate with everything that may prove to be necessary or desirable in that context.

4. In the event that NetZeroPallet.EU wishes to exercise its property rights referred to in this article, the Client gives unconditional and irrevocable permission to NetZeroPallet.EU and third parties to be designated by NetZeroPallet.EU to enter all those places where NetZeroPallet.EU properties are located to take it back.

Article 8 Guarantees, research and complaints, limitation period

1. The goods to be delivered by NetZeroPallet.EU meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in The Netherlands. The warranty mentioned in this article applies to items that are intended for use within The Netherlands. When used outside The Netherlands, the Client must verify whether the use thereof is suitable for use there and meet the conditions set for it. In that case, NetZeroPallet.EU can impose different guarantees and other conditions with regard to the goods to be delivered or the work to be performed.

2. The guarantee referred to in paragraph 1 of this article applies for a period of 6 months after delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. If produced by a third party, the warranty is limited to that provided by the manufacturer of the item, unless otherwise stated.

3. Any form of warranty lapses if a defect has arisen as a result of or resulting from improper or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Client and / or by third parties, without the written permission of NetZeroPallet.EU, the Client or third parties have made changes or attempted to make changes to the item, other items have been confirmed that should not be attached to it or if they have been processed or processed in a manner other than the prescribed manner. The Client is also not entitled to a warranty if the defect is caused by or the result of circumstances that NetZeroPallet.EU cannot influence, including weather conditions (such as, for example, but not limited to, extreme rainfall or temperatures), etc.

4. The Client is obliged to examine the delivered goods (or have them inspected) immediately when the goods are made available to him or the relevant work has been carried out. In addition, the Client should investigate whether the quality and / or quantity of the delivered goods corresponds with what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported in writing to NetZeroPallet.EU within seven days of delivery. Any invisible defects must be reported to NetZeroPallet.EU in writing immediately, but in any case no later than fourteen days after discovery thereof. The report must contain as detailed a description of the defect as possible, so that NetZeroPallet.EU is able to respond adequately. The Client must give NetZeroPallet.EU the opportunity to investigate a complaint or have it investigated.

5. If the Client complains in time, this does not suspend his payment obligation. In that case, the Client also remains obliged to purchase and pay for the items otherwise ordered and what he has commissioned NetZeroPallet.EU.

6. If a defect is reported later, the Client will no longer be entitled to repair, replacement or compensation.

7. If it is established that a good is defective and a complaint has been made in this respect in time, NetZeroPallet.EU will provide the defective good within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by the Client, at its option of NetZeroPallet.EU, replace or take care of repair thereof or pay replacement compensation to the Client. In case of replacement, the Client is obliged to return the replaced item to NetZeroPallet.EU and to transfer ownership thereof to NetZeroPallet.EU, unless NetZeroPallet.EU indicates otherwise.

8. If it is established that a complaint is unfounded, then the costs resulting from this, including the investigation costs, which have fallen on NetZeroPallet.EU's side, will be fully borne by the Client.

9. After the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.

10. Contrary to the statutory limitation periods, the limitation period of all claims and defenses against NetZeroPallet.EU and the third parties involved by NetZeroPallet.EU in the execution of an agreement is one year.

Article 9 Liability

1. If NetZeroPallet.EU should be liable, then this liability is limited to what is arranged in this provision.
2. NetZeroPallet.EU is not liable for damage, of whatever nature, caused by NetZeroPallet.EU assuming incorrect and / or incomplete information provided by or on behalf of the Client.
3. If NetZeroPallet.EU should be liable for any damage, the liability of NetZeroPallet.EU is limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.
4. The liability of NetZeroPallet.EU is in any case always limited to the amount of the payment from its insurer, if applicable.
5. NetZeroPallet.EU is only liable for direct damage.
6. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred due to the faulty performance of NetZeroPallet.EU to comply with the agreement, insofar as these can be attributed to NetZeroPallet.EU and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. NetZeroPallet.EU is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence of NetZeroPallet.EU or its managerial subordinates.

Article 10 Indemnity

1. The Client indemnifies NetZeroPallet.EU against any claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to parties other than NetZeroPallet.EU. If NetZeroPallet.EU is held liable by third parties for this reason, the Client is obliged to assist NetZeroPallet.EU both in and out of court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, NetZeroPallet.EU is entitled, without notice of default, to do so itself. All costs and damage on the part of NetZeroPallet.EU and third parties that arise as a result, will be fully for the account and risk of the Client.

Article 11 Intellectual property

1. NetZeroPallet.EU reserves the rights and powers vested in it under the Copyright Act and other intellectual laws and regulations. NetZeroPallet.EU has the right to use the knowledge gained by the execution of an agreement for other purposes as well, insofar as no strictly confidential information of the Client is disclosed to third parties.

Article 12 Applicable law and disputes

1. All legal relationships to which NetZeroPallet.EU is a party are exclusively governed by the Dutch law, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. The judge in the place of business of NetZeroPallet.EU has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, NetZeroPallet.EU has the right to submit the dispute to a court that has jurisdiction according to the law.

3. The parties will only appeal after they have made every effort to settle a dispute by mutual agreement.

Article 13 Location and change of conditions

1. These terms and conditions are available on request via the contact form on the website of NetZeroPallet.EU, www.netzeropallet.eu and will always be enclosed with the first quotation / offer as an attachment.

2. The latest available version or the version that applied at the time of the establishment of the legal relationship with NetZeroPallet.EU is always applicable.

3. The English text of the general terms and conditions is always decisive for the interpretation thereof.