

General Delivery Terms and Conditions

1. Definitions

1.1 "Seller" in these terms and conditions means **REFLEX International B.V. / Euro-Cold B.V.**, established at Augsburgstraat 29, 3047 AA ROTTERDAM. Registered with the Chamber of Commerce in Rotterdam under number **24328050 / 24181964**.

1.2 "Buyer" in these terms and conditions means any person who enters into a purchase agreement with the Seller.

1.3 In these terms and conditions, "delivery" means the placing of the goods in the possession of the buyer or, in the case of sale with reservation of title, the placing of the goods in the control of the buyer.

1.4 In these terms and conditions, "in writing" means by means of a document signed by both parties or by letter, e-mail message or any other technical means agreed upon by the parties.

2. Applicability

These terms and conditions shall apply to all quotations and offers of and all agreements with the Seller and deviations from these terms and conditions shall only apply insofar as they have been expressly agreed in writing by the parties. Any general terms and conditions used by the Buyer are expressly rejected and shall not be binding on the Seller unless the Seller has agreed to them in writing.

3. Quotations and/or offers

3.1 All quotations and/or offers are without obligation and, unless expressly provided otherwise, are valid for 30 days from the date of the quotation and/or offer.

3.2 All images, drawings, data on weights, dimensions, colours etc. given in price lists, circulars and quotations are approximate. Seller is not liable for non-essential deviations from the delivered item.

3.3 All quotations and/or offers are based on execution under normal circumstances and during normal working hours.

4. Conclusion, cancellation and modification of the agreement

4.1 If the agreement is entered into in writing, the vendor shall be bound only after written acceptance on his part of the order and after receipt of the advance payment upon order, if advance payment has been agreed.

4.2 If the seller sends the buyer an order confirmation, the contents of the order confirmation shall be deemed to be complete and correct, unless the buyer protests the order confirmation in writing within a period of 2 days.

4.3 If it has been agreed to deliver and calculate in parts, each part shall, insofar as the contrary does not arise from any provision, be considered a separate agreement, in particular with regard to the provisions on payment and guarantee.

4.4 For the scope and nature of the agreement, the Seller's order confirmation shall be binding.

4.5 The contract shall only include the delivery of those products specified therein.

4.6 All intellectual property rights vested in items made available to the Buyer through the Seller's intermediary shall remain in the property of the initial right holder. The Buyer undertakes to keep confidential all information and know-how provided to it through the Seller's intermediary and to respect all intellectual property rights. The buyer is obliged to hand over documents and other data carriers containing copyright-protected works or data as referred to in the previous sentences to the vendor on demand, insofar as he does not need them for the performance of the contract in question. The obligations to be met by the Buyer pursuant to the foregoing shall apply mutatis mutandis to goods subject to copyright and to data supplied to the Seller by the Buyer.

4.7 All drawings, illustrations, catalogues and other data and the intellectual property of the information contained therein, which the seller provides, shall remain the property of the seller and must be returned to him immediately at his request. The Buyer shall not be permitted to copy or imitate these drawings etc. and/or to provide them or allow them to be provided to third parties for inspection, except for the purpose of executing the agreement.

4.8 Cancellation by the buyer of agreements for delivery of standard (stock-)products is not possible without the seller's permission. In the event of Seller's consent, 30% of the agreed purchase price will be due and payable. Seller reserves the right to claim full compensation to the extent that it exceeds the aforementioned 30%.

4.9 Cancellation by the buyer of agreements for delivery of specially purchased - or custom made products is not possible.

4.10 The Seller is entitled to transfer all or part of its rights and obligations under the agreement (possibly to its affiliates).

4.11 The buyer bears the risk of misunderstandings regarding the content and execution of the agreement if they are caused by information provided by or on behalf of the buyer.

4.12 Changes to an order placed by the Buyer after the conclusion of the contract that result in a reduction in costs shall not entitle the Buyer to a reduction in the purchase price. Seller may, however, at its discretion, decide that these changes will result in payment of a lower purchase price.

5. Prices

5.1 The prices quoted by the Seller are exclusive of value added tax (VAT) and other levies imposed by the government.

5.2 Prices quoted by the seller in catalogues or otherwise are not binding on the seller. After the agreement has been concluded, the seller will be entitled to increase the agreed prices in the event, among other things, of interim increases and/or surcharges on freight rates, customs tariffs, goods and/or raw materials prices, taxes, wages or social security charges, a decrease in the value of the Dutch currency and/or an increase in foreign currencies and all those government measures that increase prices if delivery of the goods has been agreed for a period of more than three months. In the event of cancellation, the Buyer shall not be entitled to any compensation.

6. Payment

6.1 Unless otherwise agreed, payment must be made within 30 days of the invoice date, without the purchaser being entitled to any discount or set-off.

6.2 Seller is entitled at any time to require full advance payment of the purchase price or any other security for the payment of the purchase price before commencing or continuing with the performance of the agreement.

6.3 If any term of payment is exceeded, the buyer will be in default immediately after its expiry without any notice of default being required and, from that moment, the buyer will owe interest of 3% per month or part thereof on the amount due, even if deferred payment is agreed.

6.4 If the buyer continues to fail to perform any obligation under the agreement, the buyer will also be obliged to pay full compensation for extrajudicial and judicial collection costs, including lawyers' fees and the costs of internal and external consultations, the amount of which is set at a minimum of 15% of the total amount. In addition to the costs determined by the court on the basis of the liquidation rate, the Buyer will also be obliged to reimburse the costs actually incurred by the Seller in the context of the judicial proceedings - including lawyers' fees - to the extent that these costs exceed the judicial costs determined on the basis of the liquidation rate.

6.5 Payments made by the buyer shall always serve to settle all interest and costs due and subsequently those invoices that have been outstanding the longest, even if the buyer states that the settlement relates to a later invoice.

6.6 The claim for payment is immediately due and payable if the buyer is declared bankrupt, applies for a moratorium or if assets of the buyer are seized.

7. Suspension

In the event of non-compliance by the buyer with a claim due on the agreed payment date, the vendor has the right to suspend the further fulfillment of its obligations arising from all current contracts between the vendor and the buyer until such time as the fulfillment has taken place, without prejudice to its other rights of suspension arising from the law. Furthermore, in the event of non-compliance by the Purchaser with a claim due and payable, all claims of the Seller against the Purchaser shall become immediately and fully due and payable.

8. Retention of title

8.1 The vendor remains the owner of all goods delivered to the buyer until the purchase price for all these goods has been paid in full. If, in connection with these sales agreements, the seller carries out any work for the benefit of the buyer that is to be reimbursed by the buyer, the retention of title applies until the buyer has also paid these claims of the seller in full. The retention of title also applies to any claims that the seller may obtain against the buyer on account of the buyer's failure to fulfil one or more of its obligations towards the seller.

8.2 The Buyer will be obliged to store the goods delivered under retention of title with the necessary care and as the Seller's recognizable property.

8.3 If the buyer fails to fulfil its payment obligations vis-à-vis the vendor or if the vendor has good reason to fear that it will fail to do so, the vendor shall be entitled to take back the goods delivered subject to retention of title. The Buyer hereby authorizes the Seller to gain access to the premises and/or vehicles and/or to make these available, in which the goods subject to the Seller's retention of title are located and to take possession of these goods.

8.4 After repossession, the buyer will be credited for the market value, up to a maximum of the original purchase price, less costs incurred by the seller as a result of repossession.

9. Delivery and risk

9.1 Delivery shall be agreed in advance in accordance with the currently applicable Incoterms EXW or CPT.

9.2 The risk of the goods shall pass to the Buyer upon delivery.

9.2.1 EXW (ex-warehouse): the moment of delivery is the availability of the shipment at the Seller's address, whereby the shipping costs will be borne by the Buyer.

9.2.2 CPT (freight free until): the time of delivery handing over to the first carrier, whereby the shipping costs will be borne by the seller.

9.3 Charged costs for delivery will be agreed in advance in writing.

10. Delivery time

10.1 The delivery period shall commence on the later of the following times:

- The day of conclusion of the purchase agreement;

- the day of receipt by the seller of the documents, information, permits and the like necessary for the performance by him of his obligations under the purchase agreement;

- the day of completion of the formalities necessary before the Seller can fulfil his obligations under the Purchase Agreement;

- the day of receipt by the seller of that which according to the purchase agreement is to be paid in advance before the seller performs his obligations under the agreement.

10.2 If interim changes are made to the purchase agreement or its execution is suspended by the buyer, the delivery time will be extended by at least the duration of the extra work created by these changes or of the suspension.

10.3 If there is a delay in delivery on the part of the vendor as a result of the buyer's failure to comply with any obligation arising from the agreement or to cooperate with regard to the performance of the agreement, the delivery period will also be extended by at least the duration of this delay.

10.4 With regard to the delivery period, the product shall be deemed to have been delivered when it is ready for inspection in the vendor's company, if inspection has been agreed, and in other cases when it is ready for dispatch or, if agreed, at the place of delivery.

10.5 The delivery time shall be based on the working conditions prevailing at the time of the conclusion of the agreement and on timely delivery of the materials ordered by the seller. If a delay occurs through no fault of the Seller as a result of a change in the aforementioned circumstances or because materials ordered in time for the performance of the agreement are not delivered in time, the delivery time will be extended to the extent necessary.

10.6 Exceeding the delivery time shall not entitle the vendor to terminate the agreement in whole or in part, unless such exceedance exceeds 16 weeks or according to the vendor's notification will exceed 16 weeks. In the event of the latter case the buyer may dissolve the contract by means of a written notification to the vendor and is then entitled, insofar as applicable, to repayment of the price (or part of the price) already paid for the product and to compensation for the loss suffered by him, up to a maximum of 15 per cent of the agreed price for the delivered product. Unless the purchaser makes use of his aforementioned right to dissolve the agreement, exceeding the delivery time, for whatever reason, does not give the purchaser the right to carry out or have carried out any work in execution of the agreement without judicial authorization.

11. Complaints

11.1 The Buyer can no longer invoke the fact that what has been delivered does not comply with the agreement if it has not notified the Seller of this in writing within two weeks of discovering it or should reasonably have discovered it.

11.2 Notwithstanding the foregoing, under no circumstances will the Seller accept complaints submitted after a period of four weeks following shipment of the goods. In the absence of timely notification of complaints, any liability on the part of the Seller shall lapse and the Agreement shall be deemed to have been duly executed.

11.3 Even in the event of complaints, the buyer remains obliged to pay within the agreed period.

12. Warranties

12.1 Without prejudice to the limitations set forth below, the vendor guarantees the soundness and quality of the products he has delivered for a period of twelve months after the products have been delivered (within the meaning of article 10.4). The products shall comply with the regulations applicable in the Netherlands with regard to operation, transport and safety on the day of the conclusion of the agreement. If between the date of realization of the agreement and the delivery changed legal requirements are in force, then the products concerned will be adjusted to these new requirements if possible. Any costs associated with this shall be borne by the Buyer. If one of the parties has objections to the application of the amended regulations, this party will be obliged to bring these to the attention of the other party. Repair and/or replacement of a part under guarantee will never extend the guarantee for the whole of the goods supplied.

12.2 Unless expressly agreed otherwise in writing, the Seller's obligations under the warranty shall be limited to deliveries within the Netherlands.

12.3 If the delivered products have visible defects and the buyer, upon accepting the products, has failed to complain about these defects to the seller within 14 days after delivery as referred to in article 10.4, the product will be deemed to have been accepted. Without prejudice to seller's obligation to fulfil his warranty obligations, acceptance shall exclude any claim by buyer of a shortcoming in seller's performance.

12.4 A warranty is only given with respect to defects of which the buyer notifies the vendor by registered letter immediately after becoming aware of the defect and furthermore proves that they have arisen within the said term as an exclusive or predominant direct consequence of a fault in the construction designed by the vendor, faulty workmanship or use of inferior material. Purchaser is obliged to return the defective or faulty products to vendor at his expense, unless vendor decides that repair or replacement will be carried out at the place of installation, in which case all additional costs, such as, among others, travel and accommodation costs of vendor's employees and transport costs of goods will be borne by purchaser.

12.5 The Seller is not liable for defects that are the result of or partly the result of any government regulation regarding the nature and/or quality of the products supplied, the materials used or their construction.

12.6 Damage to lacquer and chrome work is not covered by the warranty, unless such damage is a result of quality and/or construction defects of other parts. Also excluded from the warranty are any defects or failures resulting from normal wear and tear, as well as any defects or failures wholly or partially attributable to inexpert or careless handling by the Buyer or his personnel or third parties or to changes, instructions or repairs made to or with regard to the product by the Buyer, his personnel or third parties, or if the product has been used for purposes other than normal business purposes or in an abnormal manner, or if the Buyer has not strictly complied with the operating and operating instructions issued by the Seller.

12.7 In order to fulfil its warranty obligations, the vendor has the right, within reason at the discretion of the vendor, either to replace the parts in question and to fit them anew or to have them fitted, or to perform the agreed work again or to have it performed. Repair and/or replacement of a part under guarantee will never extend the guarantee for the whole of the goods supplied.

12.8 Components that are replaced with new ones will remain or, as the case may be, become the property of the vendor upon delivery or installation of the new components and will be returned to him by the buyer at his expense. Without explicit written permission from vendor, purchaser is not entitled to return products or parts thereof to vendor.

12.9 For products and parts thereof, which the seller has not manufactured himself, a guarantee is only given to the same extent and insofar as it is given by the seller(s) of the seller.

12.10 If, for any reason, the Seller is unable to deliver parts of products to replace parts of products delivered under the guarantee, the guarantee obligations will be suspended until the impediments have been removed, if it may be reasonably assumed that the impediments are temporary, while, if it may be reasonably assumed that the impediments are permanent, the Seller will reimburse the monetary value of the parts, being the original cost price paid by the Seller for these similar parts of products.

12.11 The alleged failure of the Seller to comply with its warranty obligations referred to above shall not relieve the Buyer of any obligations which may arise for it from the purchase agreement or from any other agreement entered into with the Seller.

12.12 The aforementioned guarantee obligation of the vendor shall lapse if the buyer does not, does not adequately or does not promptly fulfil any obligation arising for him from the purchase agreement or from any other agreement concluded with the vendor.

13 Liability

13.1 The Seller shall not be liable for any damage outside the warranty provisions, unless there is intent or gross negligence on the part of the Seller.

13.2 The seller will not be liable for consequential damage, including damage to third parties, intangible damage, trading loss, labour costs, loss of turnover, and damage to goods or products of the buyer or in any other form.

13.3 In the event that the seller's liability is established, it will always be limited to the value of the agreement concluded between the parties.

13.4 Without prejudice to the provisions of the other paragraphs of this article, the liability shall at all times be limited to a maximum of the amount of the payment to be made by the insurer of the Seller in the case in question, insofar as the Seller is insured for this.

13.5 The vendor shall not be liable for any and all damage caused by or after the buyer has taken the goods into use, processed them or supplied them to third parties, or has had them processed or supplied to third parties. Buyer shall indemnify Seller against any loss for which Seller is held liable by a third party.

13.6 The existence of any right to compensation is always conditional on the buyer reporting the damage in writing to the seller as soon as reasonably possible after it has occurred.

13.7 All claims against the Seller shall lapse one year after they become due and payable.

13.8 Additional Disclaimer REFLEX® Products;

REFLEX® products are designed, manufactured and/or assembled with the utmost care. We carry out continuous checks after manufacture, during packaging and/or when assembling ready-to-use hoses. However, prior to processing our individual components, one must have performed their own quality control and work according to our assembly instructions. These are included in the standard packaging of the fittings, can be downloaded from our website or are made clear by means of an instructional video.

The REFLEX® hose, tube and fittings must be pressure tested for leakage when mounted on the system. In many countries it is mandatory according to PED regulations to subject the installation to a pressure test. The REFLEX® hose can therefore be inspected together with this test. In addition, we recommend an extra check after the installation has been put into operation in connection with possible operating influences on the fittings, such as vibrations and the like. REFLEX® products should therefore be processed exclusively by qualified refrigeration technicians.

Special tools have been developed for the assembly of REFLEX® crimp fittings on REFLEX® tube in both DN-2.0mm and DN-5.0mm versions. These tools are tuned to our products and vice versa. When using REFLEX® tools, one is responsible for maintaining quality and for maintenance. Consult our specialists on the use, maintenance, spare parts and/or replacement.

REFLEX-International BV is not liable in any case for (consequential) damage caused by improper assembly and mounting of REFLEX® products, either by failure to follow instructions or by the use of poor or incorrect tools, or by other influences beyond our control. Should a problem occur, we will gladly help you solve it.

14 Force Majeure

14.1 The Seller will not be obliged to perform any obligation in the event of unforeseen circumstances or force majeure. During a situation of force majeure, the performance of obligations by the Seller will be suspended, or the Agreement may be terminated in whole or in part by the Seller with immediate effect, if the situation of force majeure has lasted for more than ninety days. In such cases the Buyer is entitled to dissolve the agreement with immediate effect, insofar as this concerns that part of the obligations not yet fulfilled by the Seller.

14.2 The following circumstances, among others, shall not be deemed to be for the Seller's account: breakdowns or failures of the Internet or telecommunications structure, power failures, strikes, traffic, transport or business interruptions, riots, states of war, illness of personnel, fire, floods, storms, defaults by Seller's vendors and pandemics and governmental measures imposed in relation to the aforementioned circumstances, which restrict Seller's business.

14.3 The parties shall not be entitled to compensation for any damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this Article.

15 Intellectual Property

The intellectual property of all goods or services delivered or made available by or on behalf of the Seller under the Agreement shall remain vested in the Seller or in the person from whom the Seller derives the relevant rights.

16 Privacy

The way in which the seller handles any personal data provided by the buyer is laid down in its privacy statement. This can be found [HERE](https://www.eurocold.nl/disclaimer/) / <https://www.eurocold.nl/disclaimer/>.

17 Disputes

17.1 These terms and conditions, any agreement and all disputes arising out of or in connection with these terms and conditions or any agreement, the realization or performance thereof, or related thereto, shall be governed by Dutch law.

17.2 All disputes will initially be settled by the competent court in the place where the Seller has its registered office, unless the Seller prefers the court where the Buyer has its registered office or place of business, or if mandatory law prescribes otherwise.

18 Shipping costs

18.1 For all shipments, domestic and foreign, under EUR 300.00, standard and additional (optional) shipping costs and administration and handling costs will be charged.

18.2 For domestic CPT shipments above EUR 300.00, only additional (optional) shipping costs are charged while for foreign CPT shipments in this category, all shipping costs are charged.

18.3 For all shipments and/or deliveries, additional costs for declarations such as EUR1, Certificate of Origin and the like are always at the expense of the buyer unless otherwise agreed.

19 Certificates and declarations

19.1 The seller only provides single – or long-term supplier declarations as referred to under Implementing Regulation (EU) 2015/2447 on request of the buyer.

19.2 If requested, the seller can and will provide manufacturers' certificates or declarations for delivered products insofar as these are made available as standard by the manufacturers themselves within the regulations and/or agreements specific to refrigeration technology, such as the European Pressure Equipment Directive PED 2014/68/ EU.

19.3 Requests for certificates and/or declarations that do not fall under article 19.2 can be arranged by the seller as far as within its power.

19.4 The Seller reserves the right to charge the buyer for the costs of the under article 19.3 mentioned requests.