
Dock Four B.V. Terms and conditions of sale

1. The following terms and conditions apply to all agreements entered into by Dock Four. In these terms and conditions, the client is referred to as the “buyer”, regardless of the content of the respective agreement. Any other terms and conditions that the buyer may wish to impose shall be excluded unless they are accepted by Dock Four in writing.

2. Orders/instructions given by the buyer are irrevocable. Unless Dock Four provides confirmation in writing, a purchase agreement (notwithstanding any verbal agreements or commitments made by sales representatives, agents or other intermediaries of Dock Four) shall first come into effect by tacit acceptance one week after placing an order/giving instructions. Dock Four shall be entitled to impose additional conditions within said period of one week of accepting an order (such as, for example, cash on delivery, payment of outstanding invoices) or to refuse to accept the order without specifying the reasons for doing so.

3a. Delivery shall be made ex works. Dock Four shall arrange transport of the goods to the address given by the buyer. Delivery shall only be free of charge if this is explicitly agreed to by the parties.

3b. The buyer is obliged to inspect the delivered goods or packaging immediately after receipt thereof for any damage or deficiencies, or to carry out this inspection after being informed by Dock Four that the goods are available for collection. The buyer must specify any deficiencies in or damage to the delivered goods and/or the packaging on the delivery receipt/the invoice or the transportation documents or have this done on his behalf. If this is not done, the buyer shall be deemed to have accepted the delivery. Complaints made in this respect shall consequently not be taken into consideration.

4. Unless agreed otherwise in writing, given delivery times are always indicative. Relatively minor delays in delivery shall not discharge the buyer from his obligations pursuant to the purchase agreement. Dock Four can never be held liable for further delays in delivery.

5a. If the buyer does not provide specific instructions, Dock Four shall determine the means of transport, shipping, packaging, etc. Any specific requirements of the buyer regarding transport/shipment shall only be adhered to if the buyer declares that he shall bear any additional related costs.

5b. As stipulated in Article 7:10, paragraph 3 of the Netherlands Civil Code, delivery ex works is always at the risk of the buyer, irrespective of the terms and conditions imposed by the carrier.

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6a. Complaints about delivered goods must be made to Dock Four in writing within eight days at the latest after the receipt thereof, on penalty of losing all entitlement to compensation. The nature of and reasons for making complaints about delivered goods must also be accurately stated. Complaints about invoices must be submitted in writing within eight days after the date when the respective invoice was sent.

6b. If a complaint is justified, Dock Four is only be obliged to replace or repair defective goods at its own expense and the buyer shall not be entitled to claim any compensation for damage other than pursuant to Article 6:185 et seq. of the Netherlands Civil Code (concerning product liability).

6c. Delivered goods may only be returned after obtaining permission in writing from Dock Four in advance and in accordance with the conditions it stipulates.

7. All goods delivered by Dock Four shall remain its property until paid for in full.

8. All Dock Four Style Pads are custom-made and payment must therefore be made when they are ordered. If payment is not received on time, Dock Four shall be entitled to charge statutory interest over the outstanding amount equal 1.5% per month or part thereof starting on the invoice date and to demand reimbursement of any extrajudicial collection costs incurred calculated in accordance with the collection fees agreed the Netherlands Bar Association.

Without permission in writing from Dock Four, the buyer shall not be entitled to offset amounts claimed by him against Dock Four's invoices as long as he remains in default with respect to interest and costs owed to Dock Four and the total outstanding amount cannot be cancelled out by offsetting.

9. Agreements entered into by Dock Four, and the conclusion and execution thereof shall be exclusively governed by Dutch Law. The applicability of the Vienna Sales Convention (CISG) and other international regulations, for which it is permissible, is explicitly excluded. The Court in the jurisdiction in which Dock Four is domiciled is or has its registered office is exclusively competent to hear disputes related to the agreement.

Dock Four B.V. 09-05-2015