

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT of the private limited liability company Hollarts Plastic Group B.V. (hereinafter referred to as: 'Hollarts'), having its registered office and principal place of business at Willibrordusweg 8, 6942 EN Didam, Municipality of Montferland, registered in the trade register of the Chamber of Commerce Central Gelderland under number 09063642.

Article 1. GENERAL PROVISIONS

1. These General Terms and Conditions apply to all our (invitations to make) offers and on all agreements concluded by Hollarts by whatever name.
2. For the purposes of these general terms and conditions, the "other party" shall include any natural or legal person who receives an offer/quotation from Hollarts, or with whom Hollarts enters into an agreement in the broadest sense of the word.
3. The provisions of these general terms and conditions may only and exclusively be deviated from if and insofar as this has expressly been agreed on in writing.
4. If the other party also applies general terms and conditions, these will expressly be rejected by Hollarts and the terms and conditions of the other party shall not apply.
5. Where in these general terms and conditions reference is made to (the delivery of) goods, this also includes the provision of services and activities of whatever nature.
6. Insofar as one or more articles or parts of articles of these general terms and conditions would prove to be null and void, the remaining articles and parts of articles shall remain in full force and effect.

Article 2. OFFERS

1. All offers, recommendations and quotations from Hollarts are without obligation (non-binding), unless it is laid down in writing that these offers, recommendations and quotations are not without obligation. Requests from the other party to Hollarts to deliver goods or to enter into commitments of any kind, as well as communications on the website of Hollarts for the sale of products, shall be considered an invitation to make an offer.
2. Documents, including designs, drawings, models, samples, descriptions, illustrations, dimensional drawings, calculations and the like, as well as any appendices, are informative in nature and not binding to Hollarts. The content serves as an approximate indication. The documents remain the property of Hollarts. The documents must be returned at the first request of Hollarts. The other party commits to Hollarts not to copy the documents, or to give them to third parties, without the express consent of Hollarts. Hollarts also retains all existing intellectual property rights.
3. If the other party instructs Hollarts to manufacture or assemble goods according to designs, drawings, models, moulds, samples, descriptions, illustrations, dimensional drawings, calculations and the like or other instructions given by the other party, the other party guarantees that, by this manufacture or assembly and/or delivery, no trademark, patent, brand name or any other third-party right shall be negatively affected. If Hollarts is nevertheless sued by third parties for infringement of intellectual property rights or otherwise, the other party indemnifies Hollarts for this in full. If a third party, on the basis of any alleged right as referred to above, objects to the manufacture and/or delivery of the goods referred to above, Hollarts has the right to cease manufacture and/or delivery with immediate effect and to dissolve the underlying agreement. In that case, the other party is obliged to indemnify Hollarts in full.

Article 3. CONCLUSION OF AN AGREEMENT

1. Agreements with Hollarts are only concluded in the following ways.
 - signature by the other party and Hollarts of a written agreement drawn up by Hollarts;
 - written acceptance by the other party of a written offer made by Hollarts;
 - written record by Hollarts of agreements made with another party;
 - other methods commonly used by Hollarts to conclude agreements, only in a manner to be determined by Hollarts.
2. The agreement sent by Hollarts to the other party is deemed to fully and correctly reflect the content of the agreement concluded. The other party shall be deemed to have agreed to its content.
3. Verbal or written undertakings by employees of Hollarts not authorised to represent them are only binding insofar as the authorised persons confirm these undertakings in writing to the other party.

Article 4. PRICES

1. All prices are, unless expressly agreed otherwise in writing, exclusive of turnover tax, and transport, assembly and packaging costs.
2. The method of packaging and shipping is determined by Hollarts. Packaging, unless agreed otherwise in writing, will not be taken back by Hollarts.
3. All prices are based on the applicable cost price determining factors at the time of the conclusion of the agreement, such as exchange rates, manufacturer prices, raw material prices, wage and transport costs, taxes, import duties and other government levies.
4. Hollarts reserves the right to charge price increases to the other party if after the date on which the agreement was concluded, but before the day of delivery. In the event of a price increase, the other party has the right to declare the agreement fully or partially dissolved within three months after the agreement was concluded. If the other party has not made use of that authority within one month of the price increase being charged as referred to in the previous sentence, the other party shall be deemed to have agreed to the price increase.

Article 5. DELIVERY AND DELIVERY TIMES

1. The delivery times stated by Hollarts are never to be regarded as firm dates, unless expressly agreed otherwise in writing.
2. Until such time as Hollarts has obtained the necessary information from the other party in order to deliver, Hollarts is not obliged to deliver. As long as the other party is in default of payment of any amount due, including advance payments to be made, Hollarts is not obliged to deliver.
3. Hollarts has the right to execute an agreement in parts, in the sense that Hollarts delivers goods to the other party to the extent that they are ready. In that case, Hollarts is entitled to invoice the other party immediately for goods already delivered.
4. Unless otherwise agreed in writing, the delivery of goods shall take place ex warehouse.
5. As soon as the goods to be delivered are ready in Hollarts' warehouse and the party that is not Hollarts has been informed, the risk in respect of these goods shall pass to the other party.

6. If the other party requests that goods be delivered in a way other than the usual way, Hollarts may charge the associated costs.
7. The other party is obliged to take delivery of the purchased goods within the agreed period of time. If the party fails to do so, Hollarts shall be entitled, without prior notice of default being required, to demand payment of the purchase price of the part not taken delivery of. If the other party fails to take delivery of the purchased goods within the agreed period in accordance with the above, and Hollarts demands payment of the purchase price, the goods shall be deemed to have been delivered and Hollarts shall deliver the goods at the expense and risk of the other party in return for reimbursement of all resulting costs. If no period for taking delivery has been agreed, Hollarts is entitled to the measures stipulated in this article if the goods have not been taken delivery of by the other party within one month after our invitation.
8. Any returns to Hollarts must always be postage paid, stating the reasons in writing. In the event of failure to comply with these terms and conditions, Hollarts shall be entitled to refuse and/or return returns at the expense of the other party.

Article 6. COMPLAINTS

1. Hollarts must be notified of complaints from the other party relating to an erroneous delivery or to defects in goods that are visible externally by the other party immediately, but no later than within 8 days after delivery (or within 8 days after the invoice date if the goods are not (or could not) be delivered to the other party). This must be by registered letter, containing a clear and precise description of the complaint and stating the invoice with which the goods in question have been delivered.
2. Hollarts must be notified of any defects that were not visible externally at the time of delivery by the other party within 8 days of the discovery of these defects in the manner specified in 6.1.
3. Goods that do not comply with the agreement must be returned to Hollarts within 14 days after delivery, in undamaged and unaltered condition and in the original factory packaging, with the packing slip or invoice attached, postage paid, failing which the associated costs borne by Hollarts shall be at the expense and risk of the other party.
4. Any right of action of the other party against Hollarts, relating to defects in the goods delivered by Hollarts shall lapse, inter alia, if one or more of the following circumstances arise:
 - a. Hollarts is not notified of the faults within the periods specified in 6.1 and 6.2 and/or not in the manner indicated there;
 - b. the other party does not or insufficiently cooperates with Hollarts with regard to an investigation into the merits of the complaints;
 - c. the other party has used and/or maintained the goods in a manner contrary to the regulations, or at least not in a normal manner;
 - d. the other party fails to return the goods to Hollarts, or does so in a manner that violates the regulations as described in 6.3;
 - e. the warranty period referred to in the individual agreement has expired, or if such a period is missing, the complaints are only made after a period of more than 12 months since delivery.
5. The other party guarantees the correctness and completeness of and is responsible for the data he provides to Hollarts. Hollarts is therefore not obliged to handle complaints relating to the data supplied to Hollarts by the other party.

Article 7. GUARANTEE

1. Hollarts vouches for the quality in normal use of the goods supplied by Hollarts. Defects resulting from manufacturing or material faults will be repaired or replaced by Hollarts, provided that a complaint has been made in good time. However, the condition that Hollarts has come into possession of the defective goods applies. The aforementioned guarantee obligation exists for a maximum of twelve months, starting from the time of delivery, unless otherwise agreed in writing.
2. Insofar as the other party repairs or makes changes to, or has work carried out on the delivered goods without the prior written consent of Hollarts or insofar as the other party fails to fulfil its payment obligations towards Hollarts, Hollarts is not obliged to comply with any guarantee obligation towards the other party.
3. To the extent that the guarantee is invoked in respect of items or parts of items that Hollarts has purchased from third parties, the obligation to provide a guarantee by Hollarts never goes beyond the guarantee obligations of the supplier towards Hollarts.
4. Only the other party may claim fulfilment of the guarantee obligation and then only if the delivered goods are still his property.

Article 8. LIABILITY

1. Hollarts is never liable for damage suffered by another party or third parties in connection with goods delivered or work performed or advice given by Hollarts unless the damage is the direct and exclusive result of gross negligence or wilful misconduct on the part of Hollarts or third parties engaged by Hollarts.
2. In addition to the aforementioned in article 8.1, the liability of Hollarts is expressly limited to compliance with that which Hollarts is bound to do pursuant to the guarantee conditions of article 7.
3. In order to further limit liability and the obligation to compensate damages, only damage for which Hollarts is insured is eligible for compensation, and up to the amount that the insurer pays Hollarts. Insofar as the insurer fails to pay, Hollarts will never be obliged to compensate damages up to a higher amount than for which the goods have been delivered, work has been carried out or advice has been given.
4. The following shall not be eligible for compensation: loss of business suffered by the other party or third parties, personal injury, loss of profit, damage due to business interruptions, loss of income, loss caused by stoppage(s), consequential damage, direct or indirect loss or damage.
5. Hollarts is never liable for damage caused or resulting from use of the goods other than for what they are intended.

6. The other party indemnifies Hollarts against all claims made by third parties in respect of the execution of the agreement against Hollarts, insofar as the law does not forcefully oppose that the relevant damage and costs being borne by the other party.
7. All the above limitations of liability, limitation of liability to pay for damages and the indemnification also applies for the benefit of employees of Hollarts or third parties engaged by Hollarts, whether or not remunerated.

Article 9. RETENTION OF TITLE/RIGHT OF RETENTION

1. The goods delivered by Hollarts remain the property of Hollarts until the moment of full payment of the invoice. The goods delivered by Hollarts to the other party are delivered under the suspensive condition of full payment of the invoice by the other party. In the event of full payment of the invoice amount, ownership of the delivered goods shall pass to the other party by operation of law.
2. Hollarts is at all times entitled to return the goods that are in the possession of the other party (or third parties) but belong to Hollarts, as soon as Hollarts can reasonably assume that there is a real chance that the other party will not meet its obligations, or do so in a timely manner.
3. The other party is not entitled to pledge the unpaid goods, to place a non-possessory lien or any other business or personal right on them on behalf of a third party.
4. If as a result of treatment or processing by the other party, the property rights of Hollarts resting on the goods delivered by Hollarts has been lost, the other party is obliged at the first request of Hollarts to immediately place a non-possessory lien on the goods resulting from post-processing, treatment or processing on behalf of Hollarts.
5. To the extent that goods whose ownership is yet to pass to the other party are seized, the other party will notify Hollarts of the seizure and person levying the seizure report that ownership of the goods has not yet passed to him.
6. Hollarts is authorised to retain the goods that Hollarts has acquired or will acquire and belong to the other party until such time as the other party has fulfilled all its obligations under the agreement concluded with Hollarts.

Article 10. PAYMENT

1. Payment must be made in Dutch currency, without set-off or deduction of any discount, cash on the spot at Hollarts' registered office or by bank transfer to a bank account designated by Hollarts, in all cases immediately after delivery of the goods in question, at any rate within 30 days of the invoice date, unless expressly agreed otherwise in writing. In case of payment by bank, the day of crediting of Hollarts' bank account as the day of payment.
2. Hollarts is at all times entitled to require payment in advance. Insofar as advance payment is required, Hollarts is not obliged to deliver until the time the payment is received by Hollarts.
3. In the absence of payment within the term of payment, the other party will be required to pay Hollarts interest due of 1.5% per month, without further notice of default being required, where a part of a month counts as a whole month. Furthermore, the other party is obliged to pay the extrajudicial costs related to the recovery of our debts. These costs are set at 15% of the principal, with a minimum of €75.00, without prejudice to the right on the part of Hollarts to charge further reasonable costs ex Article 6: 96 paragraph 2 of the Dutch Civil Code.
4. Payments shall first be deducted from the costs referred to in paragraph 10.3, then deducted from the interest due and finally deduction of the principal sum and the accrued interest.

Article 11. SECURITY

Hollarts is entitled to demand that the other party provide security for the fulfilment of its obligations, in particular after the conclusion of the agreement. If the security demanded by Hollarts is not provided or not provided in good time, Hollarts may suspend the execution of its obligations.

Article 12. FORCE MAJEURE

1. Force majeure shall include: lack of raw materials, hindrances at suppliers of Hollarts to deliver goods or services purchased by Hollarts due to whatever reason, strikes, hindrances caused in whole or in part by the drop-out of the computer network or the network of parties of third parties on whom Hollarts is dependent, lack of staff, business or transport disruptions of whatever nature, epidemics, martial law, war, hindrances caused by, among others, measures, laws or decisions taken by international or regional (government) bodies.
2. If Hollarts is unable to fulfil the agreement, or is unable to do so in good time, on account of force majeure, Hollarts has the right to execute the agreement at a later date, or to regard the agreement as dissolved, at the discretion of Hollarts. In the event of force majeure, Hollarts will not be obliged to pay compensation to the other party.

Article 13. COMMUNICATION

1. Communication between the other party and Hollarts may take place electronically, except insofar as deviated from in agreements with the other party, in these general terms and conditions or in law.
2. The version of the communication in question retained by Hollarts shall serve as proof thereof, subject to evidence to the contrary by the other party.
3. Electronic communication by Hollarts to the other party is deemed to have been received by the other party on the day of shipping, unless the opposite is proven by the other party. To the extent that the communication has not been received as a result of delivery and/or accessibility problems in relation to the e-mail box of the other party, this is at the risk of the other party, even if the e-mail box is located with a third party.

Article 14. INFORMATION OBLIGATIONS WHEN CONTRACTING VIA THE INTERNET

1. When Hollarts enters into an agreement with another party by e-mail or the internet, Hollarts shall ensure that these General Terms and Conditions are made available to the other party, whether or not electronically. The other party is personally responsible for saving and printing out the General Terms and Conditions and the agreement via the facilities available for this purpose on the website, or in the browser of the other party, and for the accessibility of the saved copy.
2. Hollarts is not obliged to retain any archived agreements or to keep General Terms and Conditions accessible to the other party.
3. Hollarts provides the following information to the other party via its website:
 - a. name, address details and registration with the Chamber of Commerce
 - b. the main features of the products
 - c. the price including all taxes
 - d. the method of delivery and payment
 - e. the delivery of any costs of delivery

Hollarts rejects the other party insofar as it is a natural person who runs a business that he or she would be entitled to a right of dissolution if Hollarts were to fail to comply with the information obligations set out by law for the conclusion of agreements via the internet. Any specific right of dissolution of the other party on the grounds of violation of the obligation to provide information within 14 days of the conclusion of the agreement shall be exercised, except to the extent that a longer period is prescribed by law.

Article 15. PRIVACY

1. The other party is deemed to have taken note of the privacy statement of Hollarts and consent to the processing of its personal data described therein.
2. The other party is deemed to be aware that Hollarts processes the personal data of the other party, including data concerning the activities of the other party on our website such as pages visited, the time spent on different parts of the website, the internet address of the website where the other party came from and products or services ordered by the other party. Hollarts retrieves this data from a database used for the execution of the agreement, as well as for taking measures to improve services provided to the other party or to provide the other party with further information or offers.
3. Another party is entitled to view and amend the data that Hollarts has collected about it if desired. The other party is entitled to ask Hollarts to delete or shield the relevant data of the other party. Hollarts will respond to this request within 4 weeks after considering Hollarts' relevant interest and the privacy interests of the other party. In the event of a decision to shield or delete, Hollarts will notify the other party to the extent to which this will result in the limitation or hindrance of the use that the other party makes of products or services.

Article 16. APPLICABLE LAW AND DISPUTE RESOLUTION

1. The offers and quotations made by Hollarts, and all agreements entered into by Hollarts, with the exclusion of the Vienna Sales Convention, are exclusively governed by Dutch law.
2. All disputes of whatever nature relating to or arising from agreements entered into by Hollarts shall be settled by the competent court of the Court located within the jurisdiction in which Hollarts has its registered office. Insofar as a dispute falls within the jurisdiction of the Court, the sub-district sector is the Court, the sub-district sector is competent according to the provisions of the Code of Civil Procedure. Hollarts reserves the right to contact that court that is competent by virtue of the applicable law.

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