

TERMS OF DELIVERY

GENERAL TERMS AND CONDITIONS OF KARTON DESIGN

General

- These terms and conditions are part of all offers and agreements with Karton Design unless expressly agreed otherwise in writing.
- These terms also apply if Karton Design needs to engage third parties for the execution of all agreements.
- Unless agreed otherwise in writing, the general or specific terms or conditions of third parties are not recognized by Karton Design.
- In case the Terms and an Agreement contain mutually contradictory clauses, the agreement prevails.
- If any part of the Terms is void or annulled, the remaining provisions of the terms will remain in full force and parties will be bound to make efforts to establish a replacement clause in good consultation that is valid and approaches the original intentions of parties as much as possible.

Offers and Formation of Agreements

- All offers are without obligation, unless expressly stated otherwise by Karton Design.
- Agreements for the delivery of goods and/or services only bind Karton Design after written confirmation. Actual execution by Karton Design or an invoice sent by Karton Design is equivalent to a written confirmation of the offer.
- If the accuracy of the content of this written confirmation is not disputed in writing within 8 days, Karton Design and the customer are bound by it.
- Offers from Karton Design do not automatically apply to repeat orders.
- Karton Design cannot be held to its offer if the customer should have understood that the offer, or a part thereof, contained an obvious mistake or error.
- Additions, changes and/or further agreements are only valid if agreed in writing.

Prices/Price Increases

- All prices are, unless stated otherwise, expressed in Euros, exclusive of VAT and other government-imposed levies. These are stated separately on the invoice and are for the account of the client.
- Karton Design guarantees that price increases will not occur after the conclusion of the agreement/invoice, unless the price increase is the result of statutory regulations and/or provisions.
- If the price increase is not the result of statutory regulations and/or provisions, the consumer has the right to terminate the distance agreement on the day the price increase takes effect.
- Karton Design does not charge costs for formulating proposals and preparing quotations, unless specific research is necessary for their preparation. In that case, an estimate will be given in advance of the scope of the contractor's work and the associated costs that will be charged.
- The amount charged for compensation for the work performed by the contractor is, unless agreed otherwise in writing, calculated according to the contractor's usual rates. If the assignment includes design work, all work related to its preparation will also always be charged.
- Price increases resulting from additions and changes to the assignment are for the account of the client.
- Costs incurred by Karton Design are charged to the client. These costs consist of, among other things, the prices of materials to be processed, declarations of engaged third parties, and transport, shipping and insurance costs.
- Over- or under-deliveries compared to the agreed number are allowed if they do not amount to more or less than ten percent. The over- or under-delivered amount is charged or deducted from the invoice respectively.

Delivery

- Unless agreed otherwise in writing, delivery takes place at the delivery address specified by the customer.
- A delivery period specified by the customer is only indicative, unless it is stated in writing and explicitly that it is a final deadline. The contractor is, even with an agreed final deadline, only in default after the client has given written notice of default.
- The customer's commitment to an agreed final deadline lapses if and as soon as the client changes the order, unless the minor significance of the change or the short duration of the delay does not reasonably require the contractor to change the production capacity initially planned by him.
- In the execution of the agreement by the contractor, the client is obliged to do everything that is reasonably necessary or desirable to enable timely delivery by the contractor.
- If the client fails to comply with the provisions of the previous paragraph, Karton Design's obligation to perform the agreed service within the initially agreed final delivery period lapses. This obligation also lapses if the client does not fulfill his obligations.
- Karton Design will charge shipping costs for sending ordered items. These shipping costs may vary according to weight and dimensions. The delivery of ordered items takes place at the postal address known to Karton Design, not being of a temporary nature, and handed over to the natural person present at the delivery address.
- If the customer refuses acceptance or is negligent in providing information or instructions necessary for delivery, the items will be stored at the expense and risk of the customer.
- Karton Design's delivery obligation will, subject to proof to the contrary, be deemed to have been fulfilled as soon as the goods delivered by Karton Design have been offered to the customer once. In case of home delivery, the carrier's report containing the refusal of acceptance serves as full proof of the offer of delivery, subject to proof to the contrary.
- In case of refusal of the offered goods, return freight and storage costs, as well as the risk of damage or loss of the refused goods, are entirely at the expense of the customer, unless the customer invokes the right to dissolve the purchase or replace the item on good grounds.

Delivery Time

- A delivery time specified by Karton Design is never to be considered as a final deadline. The delivery time only starts after all necessary data are in the possession of Karton Design, after which Karton Design will try to deliver within the agreed period.
- In the context of distance selling rules, Karton Design (contractor) will execute orders with due speed but at least within 1 to 14 days. If this is not possible (because the ordered item is out of stock or no longer available), or there is a delay for other reasons, or an order cannot be executed or only partially, the consumer (client) will receive a message within 2 days after placing the order and has in that case the right to cancel the order without costs and without being in default.

Dissolution

- Without prejudice to Karton Design's rights based on the law, Karton Design is entitled, by means of a written statement to that effect to the customer, to suspend or dissolve the agreement in whole or in part with the right to compensation from the customer if, after concluding the agreement, circumstances come to Karton Design's knowledge that give Karton Design good reason to fear that the customer will not fulfill his obligations, or if Karton Design has asked for security for the fulfillment when concluding the agreement and this security is not forthcoming or is insufficient (despite notice), as well as in case of bankruptcy of the customer, a personal bankruptcy application by the customer, suspension of payment, liquidation or a decision to that effect, complete or partial transfer of the customer's business or seizure of any part of his assets.
- If circumstances occur with regard to persons and/or materials that Karton Design uses or tends to use in the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so onerous and/or disproportionately expensive that compliance can no longer reasonably be required, Karton Design is authorized to dissolve the agreement.
- The customer has the right, for goods delivered based on an order with Karton Design, if it concerns a consumer purchase in accordance with Article 7:5 of the Dutch Civil Code, to dissolve the agreement within a period of 7 working days without giving reasons, unless expressly agreed otherwise. This period starts at the moment the ordered goods are delivered. If the customer has not returned the delivered goods to Karton Design after the expiry of this period, the purchase is a fact. The customer is obliged, before proceeding to return, to report this to Karton Design within the period of 7 working days after delivery. The customer must prove that the delivered goods were returned on time (no later than 10 working days after delivery), for example by means of proof of postal delivery. The return of the delivered goods is entirely at the expense and risk of the customer. Return of the goods must be done in the original packaging (including accessories and associated documentation) and in new condition. If the goods have been used, encumbered or damaged in any way by the customer, the right to dissolution as referred to in this paragraph lapses. Taking into account what is stipulated in the previous sentence, Karton Design confirms the dissolution of the purchase immediately after receipt and inspection of the returned goods and ensures that within 30 days after proper receipt of the complete return shipment, the full purchase amount is refunded to the customer free of charge.
- The right of dissolution, as described in the previous paragraph, only relates to the delivered goods and will in no case apply to services, such as designs by employees offered by Karton Design. For the latter services, where Karton Design acts only as an intermediary or agent, the general terms and conditions of the designers in question will apply.

Force Majeure

- Force majeure is understood to mean, in addition to what is understood by it in law and jurisprudence, all circumstances over which Karton Design has no influence and which impede or make impossible the delivery of goods, including but not limited to strikes at Karton Design and/or suppliers, disruptions in the Internet or WAP, disruptions in electricity, disruptions in email traffic and disruptions or changes in technology supplied by third parties.
- An appeal to force majeure can also be made if the circumstance that prevents (further) performance occurs after Karton Design should have fulfilled the obligation.
- If the period in which performance of the obligation by Karton Design is not possible due to force majeure lasts longer than 2 weeks, both parties are authorized to dissolve the agreement, without there being an obligation to pay compensation in that case.
- If Karton Design has already partially fulfilled its obligations at the onset of the force majeure, or can only partially fulfill its obligations, it is entitled to invoice the already delivered or deliverable part separately, and the customer is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the already delivered or deliverable part has no independent value.

Warranty

- Karton Design does not offer a more extensive warranty on delivered goods than the warranty (conditions) of the manufacturer of these goods, without, however, affecting the rights of the customer arising from mandatory statutory provisions.
- However, Karton Design is never responsible for the ultimate suitability of the goods for each individual application by the customer, nor for any advice regarding the use or application of the goods.
- The customer is obliged to inspect the delivered goods immediately upon receipt. If it appears that the delivered item is incorrect, defective or incomplete, the customer must (before proceeding to return to Karton Design) immediately report these defects in writing and by telephone to Karton Design. Any defects or incorrectly delivered goods must and can be reported in writing to Karton Design no later than 7 days after delivery. Return of the goods must be done in the original packaging (including accessories and associated documentation) and in new condition. Use after detection of defects, damage occurring after detection of defects, storage and/or resale after detection of defects, causes this right to complain and return to lapse entirely.
- If complaints from the customer are found to be justified by Karton Design, Karton Design will, at its discretion, either replace the delivered goods free of charge or make a written arrangement with the customer regarding compensation, on the understanding that Karton Design's liability and therefore the amount of compensation is always limited to at most the invoice amount of the goods in question, or (at Karton Design's choice) to the maximum amount covered by Karton Design's liability insurance in the case in question. Any liability of Karton Design for any other form of damage is excluded, including but not limited to additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage due to lost profits.
- Karton Design is not liable for damage caused by intent or equivalent conscious recklessness of non-managerial personnel.
- This warranty does not apply if:

A) as long as the customer is in default towards Karton Design;

- B) the customer has repaired and/or modified the delivered goods themselves or has had them repaired and/or modified by third parties;
 - C) the delivered goods have been exposed to abnormal circumstances or are otherwise carelessly handled or contrary to Karton Design's instructions;
 - D) the defectiveness is wholly or partly the result of regulations that the government has imposed or will impose regarding the nature or quality of the materials used;
 - E) the products are specifically designed for the customer.
- Karton Design is not liable, and therefore offers no reprint guarantee, for any print errors due to incorrectly supplied files that do not meet the specifications set out in the document "delivery specifications Karton Design.pdf".

Payment

- Unless agreed otherwise, payment must be made by transfer to **NL06 BUNQ 2040 8781 14** in the name of Karton Design. Payment in installments is not possible.
- Design costs must be paid 100% in advance.
- After payment of design costs, Karton Design will come up with a Cardboard design proposal.
- As soon as the customer agrees with the Cardboard design, Karton Design will email the designs to the customer. The customer then owns the designs.
- Once the designs are final, Karton Design can give an exact price for the production of the products.
- The customer can arrange the layout of the Cardboard designs themselves according to the document "delivery specifications Karton Design.pdf"
- If desired, Karton Design can put the customer in touch with a Graphic Designer.
- The customer has the right to have the products produced elsewhere.
- If the customer decides to purchase the products from Karton Design, the costs must be paid 100% in advance.

Retention of Title

- The ownership of all items sold and delivered by Karton Design to the customer remains with Karton Design as long as the customer has not fulfilled Karton Design's claims under the agreement or earlier or later similar agreements, as long as the customer has not paid for the services performed or to be performed under these or similar agreements, and as long as the customer has not fulfilled Karton Design's claims due to failure to comply with such obligations, including claims relating to penalties, interest and costs, as referred to in Article 3:92 of the Dutch Civil Code.
- The goods delivered by Karton Design which fall under the retention of title may only be resold in the context of normal business operations and never be used as a means of payment.
- The customer is not authorized to pledge the goods falling under the retention of title or to encumber them in any other way.
- The customer hereby gives unconditional and irrevocable permission to Karton Design or a third party to be appointed by Karton Design to enter all those places where its properties will then be located and to take those items from there, in all cases where Karton Design wishes to exercise its property rights.
- If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the customer is obliged to inform Karton Design as quickly as can reasonably be expected.
- The customer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to provide the policy of this insurance for inspection to Karton Design upon first request. **Privacy**
- Karton Design respects the privacy of online visitors to its website and is the sole owner of the information obtained through this website, unless otherwise indicated. This information is not sold, shared or rented by Karton Design to third parties in any way other than as stated in this privacy statement.
- Information from which the identity of an online visitor to Karton Design's website can be derived is voluntarily provided by the visitor. This information may be used within Karton Design (and all its subsidiaries and brands) with the aim of making visits to our websites as easy and pleasant as possible. In addition, this information may possibly be used for analysis and providing information about Karton Design's product portfolio. The customer expressly consents to this. Karton Design is entitled to disclose information about a visitor in special cases when there is reason to believe that
 - the disclosure of that information is necessary to identify, contact or bring proceedings against someone who, whether intentionally or not, harms or damages the rights or property of Karton Design, other users of its website or others who may suffer damage from it. Karton Design is entitled to release information about users when we believe in good faith that the law requires this.
- Karton Design collects non-personal information about our online visitors in order to determine the total number of visitors to the website, as well as the type of Internet browser used and operating system. Personal data can be deleted at the request of the online visitor insofar as this does not cause disproportionate effort or costs for Karton Design.

Intellectual Property Rights

- Unless expressly agreed otherwise in writing, the full copyrights and all other intellectual and industrial property rights relating to the goods or services supplied by Karton Design, such as trademark rights, design rights, patent rights, sui generis database rights, etc., rest exclusively with Karton Design and/or its suppliers.
- The parties undertake to take sufficient measures to ensure confidentiality with respect to each other's data of a confidential nature of which they become aware in the execution of the agreement.

Applicable Law

- Dutch law exclusively applies to all offers and agreements of Karton Design. The applicability of the Vienna Sales Convention is expressly excluded.
- Article 14. Disputes
- The customer has the opportunity to submit the dispute to an independent dispute committee. This can be the Thuiswinkel dispute committee or another equivalent dispute committee, without prejudice to the customer's right to submit the dispute to a competent court.