



MAK4IT

**General Purchase Conditions
2021**

1. Definitions

1.1. In these Purchase Conditions the terms below have the following meanings:

Offer	An offer, quotation or other proposal by the Supplier;
Purchase Conditions	these general purchase conditions
MAK4IT	the private limited company MAK4IT B.V., with its registered office and principal place of business at Centurionbaan 70-05, 3769 AV, Soesterberg registered with the Chamber of Commerce and Industry under number 66337550;
Supplier	each natural person or legal entity delivering goods to MAK4IT, in the broadest sense.
Agreement	the agreements made between MAK4IT and the Supplier, and any written amendments and/or additions to these agreements, based on which the Supplier delivers goods to MAK4IT.

2. Applicability

2.1. These Purchase Conditions are applicable to Offers from Supplier to MAK4IT, orders by MAK4IT or Agreements between the Supplier to MAK4IT.

2.2. The applicability of terms and conditions, including general terms and conditions, other than these Purchase Conditions, however named and in whatever form, is explicitly excluded. These include the conditions of sale and other general terms and conditions of the Supplier. By accepting a request for delivery made by or on behalf of MAK4IT or an approval given by or on behalf of MAK4IT for an offer of the Supplier, when an order is placed with the Supplier, by concluding an Agreement with MAK4IT, the Supplier unconditionally accepts that these Purchase Conditions are applicable and that the applicability of conditions of sale or general terms and conditions other than those referred to in this article is excluded, and waives, in so far as relevant, the applicability of other conditions of sale or general terms and conditions.

2.3. Deviations (amendments or additions) from these Purchase Conditions will only be valid if and to the extent that they have been agreed in writing

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between MAK4IT and the Supplier. If such a deviation is agreed, this will only apply for the relevant offer and the relevant agreement concluded.

- 2.4. Once the Supplier has concluded an agreement with MAK4IT subject to these Purchase Conditions, the Supplier will accept the application of these Purchase Conditions with respect to all agreements concluded thereafter between the Supplier and MAK4IT. As soon as MAK4IT uses a new version of these Purchase Conditions and after MAK4IT has declared this new version applicable to an agreement with the Supplier, instead of the current version, this new version will apply to the relevant agreement and any following agreement(s).
- 2.5. In the event of a conflict between the Agreement and these Purchase Conditions, any special stipulations agreed in the Agreement prevail over the stipulations of these Purchase Conditions.
- 2.6. The term 'written' in these Purchase Conditions explicitly includes electronically or by email.
- 2.7. These Purchase Conditions also apply to third parties engaged by the Supplier in connection with the delivery of goods to MAK4IT.

3. Formation of the Agreement

- 3.1. An Offer is considered an irrevocable offer.
- 3.2. The Agreement is effected after the written acceptance by MAK4IT of an Offer. All instructions by MAK4IT that do not correspond to the Offer are without obligation. MAK4IT will at all times be entitled to withdraw an order.
- 3.3. Any costs related to the Offer or making the Offer will be at the expense of the Supplier.
- 3.4. The Supplier must at all times state its/his prices in euros and exclusive of VAT. The agreed prices are fixed for the duration of the Agreement, unless the Agreement allows price changes and states the circumstances that may result in price adjustments.
- 3.5. Unless agreed otherwise, the prices quoted include all costs in relation to the fulfilment of the Supplier's obligations. The product prices include packaging, transport, any import and export duties, excise duties, insurance and the costs of delivery at the location designated by MAK4IT.

4. Performance of the Agreement

- 4.1. MAK4IT will at all times be authorized to change, in consultation with the Supplier, the scope and/or quality of the goods to be delivered. Changes must be agreed in writing.
- 4.2. If in the opinion of the Supplier such a change has consequences for the agreed fixed price and/or time of delivery, the Supplier will be obliged, before proceeding with the change, to inform MAK4IT of this in writing as soon as possible, but no later than within two (2) working days after the notification of the desired change. If in the opinion of MAK4IT these



consequences for the price and/or delivery time are unreasonable, the Supplier and MAK4IT will discuss this matter.

- 4.3. Without the prior written permission of MAK4IT, the Supplier is not permitted to make or carry out any changes.

5. Delivery

- 5.1. The Supplier must deliver the goods at its/his risk and expense at the time or within the period agreed in the Agreement, at a location to be indicated by MAK4IT and in agreement with the instructions given by MAK4IT.
- 5.2. The Supplier is obliged to package the goods properly and in such a way that, when transported normally, they arrive at their destination in good condition.
- 5.3. The ownership and the risk of the goods will pass to MAK4IT at the time of delivery at the address stated in the Offer or at the address agreed at a later date.
- 5.4. If MAK4IT or its buyer/customer has signed by receipt, this only concerns the receipt of the shipment, and does not constitute a confirmation or acknowledgement that the contents of that shipment are correct, complete and undamaged.
- 5.5. MAK4IT will inspect the goods delivered by the Supplier within a reasonable time after delivery for visible defects and will report any visible defect in good time, in which respect a report sent within a period of three (3) working days will in any case be considered as reasonable.
- 5.6. If and as soon as the Supplier has any indication that the agreed delivery date/period will be exceeded or threatens to be exceeded, it/he must notify MAK4IT of this immediately in writing, failing which it/he will not be entitled to invoke these circumstances at a later date. Following this notification, MAK4IT will inform the Supplier whether or not the time of delivery can be postponed, or if the agreed delivery period can be extended. In the event of extension the parties will agree a new delivery date or delivery period.
- 5.7. If the Supplier exceeds the agreed delivery date/period for the goods, the Supplier will be immediately in default, without any further demand or notice of default being required. In that case MAK4IT will be entitled to terminate all or part of the Agreement out of court by means of a written statement, without being liable in any way towards the Supplier for any loss in this respect.
- 5.8. In so far as possible the Supplier will be obliged to inspect the goods thoroughly at its/his own expense prior to the delivery to MAK4IT or a buyer/customer of MAK4IT, based on the requirements contained in Article 6.1. Such inspection may not be construed as an acknowledgement of the soundness of the goods delivered or to be delivered and will not discharge the Supplier of any liability in this respect.

6. Warranty and indemnity

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6.1. The Supplier warrants:

- (i) that the goods to be delivered comply with the product specifications, technical and other descriptions, quality standards, results, performance and/or purposes that may reasonably be expected of the goods concerned or of which the Supplier has been informed by MAK4IT;
- (ii) that the goods to be delivered comply with all relevant statutory provisions with respect to matters including quality, environment and health and safety;
- (iii) that the goods delivered or to be delivered are free from defects;
- (iv) the accuracy, completeness and reliability of the information and details provided by it/him or on its/his behalf;
- (v) that the goods are original goods from the manufacturer, they are not counterfeit or fake goods and the goods delivered are intended for sale in the European Union and/or the European Economic Area by or with the consent of the trademark owner or licensee;
- (vi) that it/he does not act in breach of any legislation or conditions attached by third parties, including the manufacturer, trademark owner and any preceding suppliers, to the goods delivered or to be delivered or the trade therein. These include the conditions concerning order processing in the event of promotions, special prices and specific customers, including end customers;
- (vii) that all mandatory costs, such as any import and export duties, excise duties, private copying levies and other payments, whether or not based on intellectual property rights, and all other (statutory) levies or taxes imposed on or in connection with the delivered goods have been paid.

6.2. During the agreed warranty period or, in the absence thereof, the customary warranty period in the sector, the Supplier warrants the absence of any visible or invisible defects. The warranty period will be extended by a period equal to the period(s) during which the goods have not been used or could not be fully used due to a defect as referred to in this provision. New warranty periods equal to the periods referred to above will apply to goods delivered as replacements and to replaced or repaired parts of these goods, including those parts of the goods that may be affected by the replacement parts or repaired parts.

6.3. If a defect arises during the warranty period, MAK4IT will be entitled to either return the goods and demand an immediate refund of the payment made for these goods, or oblige the Supplier, at its/his own risk and expense, to remedy or have remedied all defects that have arisen during the warranty period and/or to replace or have replaced the goods or faulty parts thereof, should MAK4IT so demand.

6.4. The Supplier indemnifies MAK4IT and MAK4IT's existing and future customers against third-party claims in connection with or arising from the warranty provisions contained in this article, including but not limited to levies, additional tax assessments and penalties. If the Supplier does not



comply with this obligation to indemnify immediately, it will be in default without further notice of default being required.

7. Liability and indemnification

7.1 The Supplier is liable, without any restriction, for all direct and indirect damage and/or loss suffered by MAK4IT, its staff and/or its buyers/customers as a result of the delivery of goods by the Supplier or of any other shortcoming in the performance of the Agreement or these Purchase Conditions or a wrongful act committed by the Supplier, its/his staff or other persons engaged by the Supplier for the performance of the Agreement.

7.2 Without prejudice to the Supplier's liability as referred to in these Purchase Conditions, the Supplier indemnifies MAK4IT against:

- (i) all liability for damage and/or loss as described in the sections of the Dutch Civil Code concerning product liability (Sections 185 to 194 of Book 6 of the Dutch Civil Code), which indemnity also applies to claims lower than the amount referred to in Section 190(1)(b) of Book 6 of the Dutch Civil Code.
- (ii) proceedings and the consequences thereof brought against MAK4IT by buyers/customers of MAK4IT on the grounds of defects or damage to goods delivered by the Supplier to MAK4IT and subsequently resold by MAK4IT;
- (iii) all damage, loss and costs that MAK4IT suffers as a result of a breach by the Supplier of the obligations stated in these Purchase Conditions.

7.3 The Supplier will keep itself/himself adequately insured against claims, including those on the basis of Articles 6 and 7 of these Purchase Conditions or arising from the Agreement (including but not limited to professional liability, business liability, product liability, cyber incidents, fire and theft), and will grant MAK4IT full access to the relevant policies and conditions, should it so demand, and provide MAK4IT with a proof of the premium payment. Insurance money paid by the insurance company or companies direct to the Supplier will be deducted from the compensation payable by the Supplier to MAK4IT in connection with the insured event.

8. Force majeure

8.1. In the event of temporary force majeure the Supplier will inform MAK4IT in writing immediately after the circumstance causing the force majeure has occurred, stating the cause of the force majeure. In that situation MAK4IT has the choice between: (i) permitting the Supplier to postpone the fulfilment of its/his obligations under the Agreement for a reasonable period not exceeding four (4) weeks, or (ii) terminating the Agreement out of court with immediate effect, without being obliged to pay the Supplier any compensation for damage or loss and any costs. If MAK4IT grants the Supplier a postponement and at the end of this period the Supplier is still unable to comply with its/his obligations under the Agreement, MAK4IT will be authorized to terminate the Agreement out of court with immediate



effect, without being obliged to pay the Supplier any compensation for damage or loss and any costs.

- 8.2. The Supplier will notify MAK4IT immediately in the event of permanent force majeure on the part of the Supplier, and MAK4IT will be authorized to terminate the Agreement out of court with immediate effect, without being obliged to pay the Supplier any compensation for damage or loss and any costs.
- 8.3. Force majeure will in any case *not* include: lack of staff, strikes, illness of staff, late delivery or unsuitability of materials, raw materials and/or semi-finished products or services, failure, non-compliance or wrongful acts by suppliers or by third parties engaged by the Supplier who are connected in any way to the performance of the Agreement and liquidity or solvency problems on the part of the Supplier.

9. Payment

- 9.1. The invoices, stating the relevant offer number and specifying the goods concerned, must be sent to the address stated by MAK4IT to the Supplier. Invoices must furthermore comply with any instructions given by MAK4IT in this respect. As long as an invoice does not comply with the provisions referred to above, MAK4IT will have the right to defer its payment obligation which will not result in default on the part of MAK4IT and will therefore not entitle the Supplier to suspend or terminate its/his delivery.
- 9.2. If the goods do not comply with the Agreement, MAK4IT will be authorized to defer some or all of the payment in proportion to the shortcoming.
- 9.3. MAK4IT has the right to reduce the amount of the invoice by any amounts the Supplier owes to MAK4IT.
- 9.4. Payment must be made within thirty (30) days of receipt of the correct invoice by MAK4IT. Payment by MAK4IT of any invoice does not constitute in any way a waiver of any right by MAK4IT.
- 9.5. If MAK4IT fails to comply with its payment obligations in good time, it will not be obliged to pay more than the statutory interest, which will only become payable after the Supplier has given MAK4IT a reasonable period in which to comply with its obligations.
- 9.6. The Supplier relinquishes any entitlement to set off sums against other payments due.
- 9.7. MAK4IT is entitled to demand that the Supplier provide security for the compliance with its/his obligations arising from any Agreement. The Supplier must provide the above-mentioned security in the form of an unconditional and irrevocable guarantee issued by a financial institution approved in the Netherlands and by MAK4IT. The bank guarantee must be drawn up in accordance with the model bank guarantee that MAK4IT will provide to the Supplier. The security will remain in force until such time that the Supplier's obligations under the relevant Agreement have been complied with in full.

10. Termination

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- 10.1. If the Supplier fails to comply with all or part of any obligation under these Purchase Conditions or the Agreement, or fails to do so in good time, the Supplier will be in default without further notice of default being required. In that case MAK4IT will be entitled to suspend its obligations under the Agreement or to terminate all or part of the Agreement by means of a written statement, without prior notice of default being required.
- 10.2. MAK4IT has the right to terminate all or part of the Agreement with immediate effect by means of a written statement, without notice of default and without judicial intervention, without prejudice to any further rights accruing to MAK4IT, including the right to full compensation, if:
 - (i) the Supplier has been declared insolvent or bankrupt or a winding-up petition or bankruptcy is being filed or has been filed, if the Supplier has been granted suspension of payments or if this has been applied for, if all or part of its/his business property or goods intended for the performance of the Assignment have been attached, or if its/his business has been shut down or wound up;
 - (ii) if the Supplier transfers all or part of its/his company to third parties, so that the Supplier loses control over its/his company.
- 10.3. MAK4IT has the right to terminate all or part of the Agreement by means of a written statement if the agreement between MAK4IT and its buyer/customer, for the benefit of whom the Agreement with the Supplier has been solely or additionally concluded, is terminated or suspended for whatever reason. In that case MAK4IT will only be obliged to pay the Supplier the pro rata price for the goods or services already delivered.
- 10.4. MAK4IT will never be liable for the consequences, damage or loss the Supplier may suffer due to the termination of the Agreement for whatever reason, with the exception of the cases specifically mentioned in this article, in which cases MAK4IT will refund the pro rata price for the goods or services already delivered.

11. Intellectual property rights

- 11.1. The Supplier guarantees that the sale, delivery and use, including resale, all in the broadest sense, of the goods delivered by it does not constitute a breach of intellectual property rights (such as patent rights, trademark rights, design rights, copyrights) or other rights of third parties.
- 11.2. The Supplier indemnifies MAK4IT against claims arising from any breach of the rights referred to above in paragraph 1 and will compensate MAK4IT for any direct and indirect loss, in the broadest sense, resulting from any breach.
- 11.3. The Supplier is entitled to use the information provided by MAK4IT, however only in connection with the performance of the Agreement. This information is and remains the property of MAK4IT.
- 11.4. If for the benefit and the performance of the Agreement any items are developed and any intellectual property rights were to be attached to these items, these rights will become the property of MAK4IT for no consideration and will be deemed to have been MAK4IT's property from



the start. If a deed of transfer is required, the Supplier hereby grants irrevocable power of attorney to transfer this deed to MAK4IT.

12. Applicable law/disputes

- 12.1. Dutch law will apply to all disputes and all Agreements between MAK4IT and the Supplier.
- 12.2. If no amicable solution can be reached, any disputes between MAK4IT and the Supplier will be exclusively submitted to the court with territorial jurisdiction in the Central Netherlands district.

13. Other provisions

- 13.1. If one or more provisions of these Purchase Conditions are void or declared invalid, the other provisions of these Purchase Conditions will remain in full force between the parties. The parties undertake to replace any void or invalid provision by a new binding provision in such a way that the new provision differs as little as possible from the provision it replaces, taking the parties' original intention into account as much as possible.
- 13.2. Unless the parties have explicitly agreed otherwise in writing, the applicability of the Vienna Sales Convention (CISG) is excluded.
- 13.3. MAK4IT has the right to amend or add to the Purchase Conditions unilaterally. The Supplier declares in advance that it/he will agree to any amendments or additions, unless this cannot reasonably be expected of it/him. These amendments will come into force on the date to be announced by MAK4IT. If no date of entry into force has been announced, the amendments will come into force as soon as they have been communicated to the Supplier and/or the relevant version has been published on MAK4IT's website.
- 13.4. These Purchase Conditions have been drawn up in the Dutch Language and will also be translated into other languages. In the event of any discrepancies in the text and/or interpretation between these different languages, the Dutch version of the Purchase Conditions will at all times be decisive and binding.
