

## TAV Supplies Terms and Conditions

N. Stam h.o.d.n. TAV Supplies (hereafter: TAV) is registered with the Chamber of Commerce under number 85142964 and has its registered office at Energieweg 20 (6651KT) in Druten.

### **Article 1 - Definitions**

1. In these General Terms and Conditions the following terms are used in the following sense, unless expressly stated otherwise:
2. Offer: Any written offer to Buyer for the supply of Products by Seller to which these terms and conditions are inextricably linked.
3. Company: The natural or legal person who is acting in the course of a profession or business.
4. Buyer: The Company that enters into an Agreement (at a distance) with Seller.
5. Agreement: The purchase agreement (at a distance) which has as its object the sale and delivery of Products purchased by Buyer from TAV.
6. Products: The Products offered by TAV are parts for boats and/or yachts.
7. Seller: The supplier of Products to the Buyer, hereinafter referred to as: TAV.

### **Section 2 - Applicability**

1. These general terms and conditions shall apply to each and every offer made by TAV and to each and every Product offered by TAV.
2. Prior to the conclusion of an Agreement (at a distance) the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, TAV shall inform the Buyer in what manner he may inspect the General Terms and Conditions, which shall in any case be published on the TAV website, so that the Buyer may easily save the General Terms and Conditions to a permanent data carrier.
3. In exceptional situations derogation from these General Terms and Conditions may be granted if expressly agreed with TAV in writing.
4. These General Terms and Conditions shall also apply to supplementary, amended and follow-up agreements with the Buyer. Any general terms and conditions of purchase of the Purchaser are expressly rejected.

5. In the event that one or more provisions of these General Terms and Conditions of Business are, in whole or in part, invalid or set aside, the other provisions of these General Terms and Conditions of Business shall remain in force and the invalid or set aside provision(s) shall be replaced by a provision having the same purport as the original provision.

6. Uncertainties about the content, explanation or situations not provided for in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

7. If in these general terms and conditions reference is made to she/he, this should also be understood as a reference to he/she/it, if and to the extent applicable.

### **Article 3 - The Offer**

1. All offers made by TAV are without obligation, unless expressly stated otherwise in writing. Should the Offer be limited in scope or subject to specific conditions, this shall be expressly stated in the Offer. An Offer shall not be deemed to exist unless it is made in writing.

2. The Offer made by TAV is without obligation. TAV shall be bound by the Offer only if the Purchaser confirms acceptance thereof in writing within 30 days, or if the Purchaser has already paid the amount due. Notwithstanding the foregoing, TAV is entitled to refuse an agreement with a potential Buyer for reasons attributable to TAV.

3. The Offer will contain an accurate description of the Product on offer with the relevant prices. The description shall be sufficiently detailed to enable the Buyer to make a proper assessment of the Offer. TAV shall not be bound by any manifest errors or omissions in the Offer. Any illustrations and specific details given in the Offer are for information purposes only and shall not constitute grounds for compensation or for the termination of the (distance) contract. TAV does not guarantee that the colors in the image correspond exactly to the real colors of the Product.

4. Delivery times and terms stated in TAV's Offer are indicative and, unless expressly agreed otherwise, shall not entitle the Buyer to rescission or compensation if exceeded.

5. A composite quotation does not oblige TAV to deliver part of the goods included in the offer or quotation at part of the stated price.

6. Where and to the extent that an offer is made, it shall not automatically apply to subsequent orders. Offers are valid only until stocks last and according to the 'on sale' principle.

### **Article 4 - Realization of the Agreement**

1. The Agreement will come into effect when the Buyer has accepted an offer from TAV by placing an order or paying for the relevant Product.
2. An Offer may be made by TAV via the website.
3. If the Buyer has accepted the Offer by entering into an agreement with TAV, TAV will confirm the agreement with the Buyer in writing, or at least by email.
4. TAV will not be bound by the acceptance of an offer if it differs (in minor respects) from the offer.
5. TAV is not bound by an Offer if the Buyer could reasonably have expected or ought to have understood that the Offer contains an obvious mistake or error. The Buyer may not derive any rights from such error or mistake.
6. The right of withdrawal is excluded for Buyer.

#### **Article 5 - Execution of the Agreement**

1. TAV shall perform the Agreement to the best of its knowledge and ability.
2. If and to the extent required for the proper performance of the Agreement, TAV shall be entitled to have certain work performed by third parties at its discretion.
3. The Buyer shall ensure that all information which TAV indicates is necessary, or which the Buyer should reasonably understand is necessary for the performance of the Agreement, is provided to TAV in a timely manner. If the information required for the execution of the agreement is not provided to TAV in a timely manner, TAV is entitled to suspend the execution of the agreement.
4. In the execution of the Agreement, TAV is not obliged or required to follow the Buyer's instructions if this alters the content or scope of the Agreement. If the instructions result in additional work for TAV, the Buyer is obliged to pay the additional or supplementary costs accordingly.
5. TAV may require the Buyer to provide security or full advance payment before proceeding to execute the Agreement.
6. TAV is not liable for any loss or damage of whatever nature resulting from the fact that TAV has relied on incorrect and/or incomplete information supplied by the Buyer, unless such incorrectness or incompleteness was known to TAV.
7. The Buyer shall indemnify TAV against any claims from third parties who incur losses in connection with the execution of the Agreement and which are attributable to the Buyer.

## **Article 6 - Delivery**

1. In the event that the commencement, progress or delivery of the Agreement is delayed, e.g. as a result of the Buyer's failure to supply all requested information or to do so in a timely manner, insufficient cooperation, failure to receive payment or payment on time by TAV or any other circumstances beyond TAV's control, TAV shall be entitled to a reasonable extension of the delivery period. All agreed delivery dates shall never be firm deadlines. The purchaser should give TAV written notice of default and grant it a reasonable period within which to effect delivery. The Purchaser shall not be entitled to any compensation as a result of the delay which has occurred.

2. The Purchaser shall be obliged to accept the goods at the moment when they are made available to him in accordance with the Agreement, even if these are offered to him earlier or later than agreed.

3. If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, TAV shall be entitled to store the goods at the Buyer's expense and risk.

4. In the event that the Products are delivered by TAV or a third party carrier, TAV is entitled, unless agreed otherwise in writing, to charge for any delivery costs. Unless expressly agreed otherwise, these will be invoiced separately.

5. In the event that TAV requires information from the Buyer for the performance of the Agreement, the delivery period shall not commence until the Buyer has made all information necessary for the performance of the Agreement available to TAV.

6. Where TAV has given a term of delivery, this shall be indicative. Longer delivery times shall apply to deliveries outside the Netherlands.

7. TAV is entitled to deliver the goods in parts, unless this has been stipulated in the agreement or the part-delivery is of no independent value. TAV is entitled to invoice separately for such deliveries.

8. TAV reserves the right to refuse delivery if there is a well-founded fear of non-payment.

## **Article 7 - Packaging and transport**

1. TAV undertakes vis-à-vis the Buyer to package the goods to be delivered properly and to secure them in such a way that they will reach their destination in good condition during normal use.

2. Unless otherwise agreed in writing, all deliveries shall be inclusive of turnover tax (VAT), packaging and packaging materials.

3. Acceptance of goods without any comments on the consignment bill or the receipt shall be considered proof that the packaging was in good condition at the time of delivery.

#### **Article 8 - Examination, complaints**

1. Buyer shall be obliged to examine the delivered goods, or have them examined, at the time of delivery, but in any case within 5 days of receipt of the delivered goods, but only to unpack or use them to the extent necessary to assess whether they retain the Product. In doing so, the Buyer shall examine whether the quality and quantity of the goods delivered corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (business) transactions.

2. The Purchaser is obliged to examine and inform himself as to how the Product should be used and, in the case of personal use, to test the Product in accordance with the instructions for use. TAV shall not be liable for any misuse of the Product by the Buyer.

3. TAV should be notified in writing of any visible defects or shortcomings after delivery at [info@tavsupplies.nl](mailto:info@tavsupplies.nl). The Purchaser has a period of 5 days after delivery to do so. Non-visible defects or shortages should be reported within 5 days of discovery, but no later than 6 months after delivery. In case of damage of the Product due to careless handling by the Buyer himself, the Buyer is liable for any reduction in value of the Product.

4. If pursuant to the previous paragraph a complaint is lodged in time, the Buyer shall remain obliged to pay for the purchased goods. If the Buyer wishes to return defective items, this shall be done only with the prior written consent of TAV in the manner indicated by TAV.

5. TAV is entitled to initiate an investigation into the authenticity and condition of the returned Products before reimbursement will be made.

6. Refunds to Buyer will be processed as soon as possible, but may take up to 14 days after receipt of Buyer's declaration of dissolution. Refunds shall be made to the account number previously provided.

7. If Buyer exercises its right of complaint, Buyer being a Business shall not be entitled to suspend its payment obligation nor to set off outstanding invoices.

8. In the event of failure to deliver in full, and/or in the event that one or more Products are missing, and TAV is to blame for this, TAV will, following a request to this effect from the Buyer, either send the missing Product(s) or cancel the remaining order. The receipt of the Products will be decisive in this respect. TAV shall not be liable for any loss or damage sustained by the Buyer as a result of the (un)agreed scope of delivery.

## **Article 9 - Prices**

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, except in the case of changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless explicitly stated otherwise.
3. The prices as mentioned in the Offer are based on the cost factors applicable at the time of concluding the Agreement, such as: the import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In case of Products or raw materials which are subject to price fluctuations in the financial market and over which TAV has no influence, TAV may offer these Products at variable prices. The Offer will state that the prices are guide prices and may fluctuate.

## **Article 10 - Payment and collection policy**

1. Payment may be made in advance or afterwards in the currency of the invoice by the method indicated.
2. The Buyer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.
3. Buyer shall make payment in lump sum to the account number and details of TAV made known to it. The parties may agree to a different payment term only with the express written consent of TAV.
4. If a periodic payment obligation on the part of the Buyer has been agreed, TAV is entitled to adjust the applicable prices and rates in writing with due regard to a period of 3 months.
5. In the event of the Buyer's liquidation, bankruptcy, attachment or suspension of payments, TAV's claims against the Buyer shall become immediately due and payable.
6. TAV is entitled to apply payments made by the Buyer firstly to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. TAV may, without being in default, refuse an offer of payment if the Buyer indicates a different sequence of attribution. TAV may refuse to pay the principal sum in full, if this does not include the accrued interest and costs.
7. If the Buyer fails to meet its obligation to pay and has not made payment within the stipulated period of 14 days, the Buyer shall be in default.
8. From the date on which the Purchaser is in default, TAV shall, without any further notice of default being required, claim the statutory (commercial) interest as from the first day of default until full payment and compensation for extrajudicial costs in accordance with article 6:96 of the Dutch Civil Code, to be calculated in accordance with the graduated scale set out in the Decree on compensation for extrajudicial collection costs of 1 July 2012.

9. If TAV has incurred more or higher costs which are reasonably necessary, such costs will be eligible for reimbursement. Judicial and execution costs incurred shall also be borne by the Buyer.

#### **Article 11 - Retention of title**

1. All goods delivered by TAV shall remain the property of TAV until the Buyer has complied with all of his obligations under all agreements entered into with TAV.

2. The Buyer shall not be authorized to pledge the goods falling under the retention of title nor to encumber them in any other manner if title has not yet been transferred in full.

3. In the event of any third party seizing the goods delivered subject to retention of title, or seeking to establish or assert a right to them, the Purchaser shall be obliged to inform TAV thereof as soon as may reasonably be expected.

4. In the event that TAV wishes to exercise its proprietary rights as provided for in this article, the Purchaser hereby grants unconditional and irrevocable permission and authorization to TAV or such third party as it may designate to enter all such places where the property of TAV may be found and to repossess such goods.

5. TAV is entitled to retain the Product(s) purchased by the Buyer if the Buyer has not yet met his payment obligations (in full), despite an obligation to transfer or deliver by TAV. After the Buyer has fulfilled its obligations, TAV will make every effort to deliver the purchased Products to the Buyer as soon as possible, but at the latest within 20 working days.

6. Costs and other (consequential) damage resulting from the retention of the purchased Products shall be at the expense and risk of the Purchaser and shall be reimbursed by the Purchaser to TAV on demand.

#### **Article 12 - Warranty**

1. TAV warrants that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability, and the statutory regulations/legislation applicable at the time of the conclusion of the Agreement. This shall also apply if the deliverables are intended for use abroad and the Buyer has expressly notified TAV in writing of such use at the time of entering into the Agreement.

2. Products sold and delivered with a manufacturer's warranty shall be subject only to the warranty provisions set forth by this supplier.

3. The above warranty shall extend only to that which is provided by the manufacturer and shall be valid for a period corresponding to the manufacturer's warranty. TAV shall never be responsible for the suitability of the Products for each individual application by the Buyer.

4. In the event that the Products to be delivered do not comply with this warranty, TAV will, at its discretion, replace or arrange for repair of the Product within a reasonable period of time following receipt of the Product. In the event of replacement, the Purchaser undertakes to return the replaced item to TAV and to transfer ownership to TAV.

5. The above warranty shall not apply if the defect has arisen as a result of injudicious or improper use, or if, without the written permission of TAV, the Purchaser or third parties have made alterations to the item or attempted to do so, or have used it for purposes for which it is not intended, or under abnormal conditions.

### **Article 13 - Suspension and dissolution**

1. TAV is authorized to suspend the fulfillment of its obligations or to dissolve the Agreement if the Buyer fails to comply or to comply fully with the (payment) obligations under the Agreement.

2. TAV is also entitled to terminate the Agreement between itself and the Buyer, in so far as it has not yet been performed, without judicial intervention, if the Buyer fails to perform, or fails to perform in a timely manner, the obligations incumbent on it under any Agreement entered into with TAV.

3. TAV is furthermore authorized to terminate the Agreement, or have it terminated, without prior notice of default being required, if circumstances arise which are of such a nature that performance of the Agreement is impossible or can no longer be required in accordance with the requirements of reasonableness and fairness, or if other circumstances arise which are of such a nature that the unaltered continuation of the Agreement can no longer reasonably be expected.

4. If the Agreement is terminated, TAV's claims against the Buyer shall become immediately due and payable. In the event that TAV suspends fulfilment of its obligations, it shall retain its claims under the law and the Agreement.

5. TAV shall always retain the right to claim damages.

### **Article 14 - Limitation of liability**

1. In the event that the performance of the Agreement by TAV gives rise to liability on the part of TAV towards the Buyer or third parties, such liability shall be limited to the costs charged by TAV in connection with the Agreement, unless the damage has arisen as a result of an intentional act or omission or gross negligence. TAV's liability shall in any case be limited to the maximum amount paid out by the insurance company per incident per year.

2. TAV shall not be liable for consequential loss, indirect loss, loss of profit and/or suffered loss, lost savings and loss resulting from the use of the Products delivered is excluded.

3. TAV will not be liable for and/or obliged to repair damage caused by the use of the Product. TAV shall deliver strict maintenance and operating instructions which must be



complied with by the Buyer. TAV expressly excludes liability for any damage to the Products caused by their wear and use (such as signs of wear and tear, damage due to use, falling, light or water damage, theft, loss etc.).

4. TAV shall not be liable for any loss or damage which is or may be caused by any act or omission on the part of TAV as a result of any information provided on the website(s) or any linked websites.

5. TAV is not responsible for any errors or irregularities in the functionality of the website and shall not be liable for any failure or unavailability of the website for any reason whatsoever.

6. TAV is neither liable for the correct and complete transmission of the content of emails sent by or on behalf of TAV, nor for their timely receipt.

7. All claims of the Purchaser for shortcomings on the part of TAV shall lapse if these are not notified to TAV in writing, stating the reasons, within one year of the Purchaser becoming aware or could reasonably have become aware of the facts on which her claims are based. All claims of the Buyer shall in any case lapse one year after the termination of the Agreement.

#### **Article 15 - Force majeure**

1. TAV shall not be liable if it is unable to comply with its obligations under the Agreement due to a situation of force majeure, nor shall it be obliged to comply with any obligation if it is prevented from doing so as a result of a circumstance that is not its fault and for which it cannot be held accountable under the law, legal act or generally accepted practice.

2. Force majeure shall in any case include, but not be limited to, the following situations: (i) force majeure of TAV's suppliers, (ii) failure of those suppliers to adequately fulfil their obligations as prescribed or recommended by the Purchaser to TAV, (iii) defectiveness of third-party goods, equipment, software or materials, (iv) government measures, (v) power failure, (vi) failure of internet, data network and telecommunications facilities (e.g. due to cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in TAV's business and (xi) other situations which, in TAV's opinion, are beyond its control and which temporarily or permanently prevent the performance of its obligations.

3. TAV shall be entitled to invoke Force Majeure if the circumstance preventing (further) performance arises after TAV should have fulfilled its obligation.

4. The parties may suspend their obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to terminate the Agreement without any obligation to pay the other party damages.

5. Insofar as TAV has partially fulfilled its obligations under the Agreement at the time of the occurrence of the Force Majeure Event, or will be able to fulfil these obligations, and insofar

as independent value can be attributed to the part fulfilled or to be fulfilled, respectively, TAV is entitled to invoice the part fulfilled or to be fulfilled separately. The Purchaser shall be obliged to pay such invoice as if it were a separate agreement.

#### **Article 16 - Transfer of Risk**

The risk of loss of or damage to the Products which are the subject of the Agreement shall pass to the Purchaser at the moment when the Products leave TAV's warehouse.

#### **Clause 17 - Intellectual property rights**

1. All intellectual property rights and copyrights of TAV shall be held exclusively by TAV and shall not be transferred to Buyer.
2. The Buyer is prohibited from disclosing and/or reproducing, modifying or making available to any third party any documents which are subject to the intellectual property rights and copyrights of TAV without the express prior written consent of TAV. If the Purchaser wishes to make any alterations to the items delivered by TAV, TAV shall give its express consent to the intended alterations.
3. Buyer is prohibited from using the Products subject to TAV's intellectual property rights other than as agreed in the Agreement.

#### **Article 18 - Privacy, data processing and security**

1. TAV will treat the (personal) data of the Purchaser and visitors to the website(s) with care. TAV will inform the data subject accordingly, if requested to do so.
2. Where security is to be provided for information pursuant to the Agreement, such security shall be in accordance with the agreed specifications and at a level of security appropriate to the state of the art, the sensitivity of the information, and the costs involved.

#### **Article 19 - Complaints**

1. In the event that the Buyer is dissatisfied with the Products supplied by TAV and/or has a complaint regarding the (performance of the) Agreement, the Buyer is obliged to notify TAV of such complaint as soon as possible, but at the latest within 5 calendar days of the relevant cause of action giving rise to the complaint. Complaints may be reported via [info@tavsupplies.nl](mailto:info@tavsupplies.nl) with the subject "Complaint".
2. The complaint must be adequately substantiated and/or explained by Buyer in order for TAV to process the complaint.
3. TAV will respond as soon as possible, but no later than 5 calendar days after receipt of the complaint.
4. The parties shall endeavour to reach a solution together.

## **Article 20 - Applicable law**

1. Any Agreement between TAV and Buyer shall be governed by the laws of the Netherlands. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. The Dutch text of these General Terms and Conditions shall prevail in case of any interpretation of their contents and scope. TAV is entitled to amend these general terms and conditions unilaterally.
3. Any disputes arising between TAV and the Purchaser as a result of or in connection with the Agreement shall be settled by the competent District Court of Gelderland (location Nijmegen), unless mandatory provisions of law result in the jurisdiction of another court.