



Terms and conditions for the supply of goods

INTERPREATION

1.1. Unless the context requires otherwise, these terms will have the following meaning:

BUYER: The individual or juristic person who purchases Goods from the Company.

COMPANY: Sticky Trap, Veldkamp 4 7678 Wb Geesteren The Netherlands

CONTRACT: Any agreement, which is binding in law, between the Company and the Buyer for the sale and purchase of Goods, incorporating these conditions. **DELIVERY POINT:** The place where delivery of the Goods is to take place in terms of clause 4.

GOODS: Any products or materials, as agreed in terms of the contract, to be supplied to the Buyer by the Company (including any part or parts of them) and which are described in section 1.

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. Words in the singular include words in the plural and words in the plural include words in the singular.

1.4. A reference to one gender includes a reference to the other gender.

1.5. Clause headings do not affect the interpretation of those clauses.

2. APPLICATIONS OF TERMS

2.1. Subject to any variation under clause 2.3 the Contract shall be on these conditions to exclusion of all other terms and conditions . These term scan be found at <https://sticky-trap.eu>

2.2. No terms and conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

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2.3. Any variation to these conditions and/special terms and conditions agreed to between the parties and/or any representations about the goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.

2.4. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract or is not signed by an authorised representative of the Company.

2.5. Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy the Goods subject to these conditions as set out in the Contract.

2.6. No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of the order is issued by the Company or the Company delivers the Goods to the Buyer; whichever is the earlier.

2.7. The Buyer shall ensure that the terms of its order and any applicable specification/s are complete and accurate.

2.8. Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of the order to the Buyer. Any quotation issued by the Company is valid for a period of 30 days from the date of issue thereof, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.

3.2. Except where indicated otherwise, all samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them ("examples"). When received the goods the buyer has 48 hours to report problems.

3.3. The examples described herein shall not form part of the Contract and the sales effected by the Company are not sales by sample. The Company will not be held liable for any inaccuracies described/ featured in these examples.

3.4. All examples referred to in clause 3.2 (including any concerning specially manufactured products) are the property of the Company and the Company shall retain all rights to the copyright therein.

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4. DELIVERY

4.1. Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.

4.2. The date for delivery will be as agreed upon between the Company and the Buyer. If no such date is specified, delivery shall take place within a reasonable time from the date of transaction or agreement.

4.3. The time of delivery will take place when the Buyer expressly or by conduct accepts delivery of the Goods; or the Buyer does anything in relation to the Goods that is inconsistent with the Company's ownership of those Goods; or the Buyer has kept the Goods for an unreasonably long period of time without indicating to the Company that the Buyer does not want the Goods.

4.4. Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, when such a delay is as a result of the conduct of the Buyer; or the delay in delivery as contained in clause 4.5.; or as a result of the Buyer terminating or rescinding the contract.

4.5. In the event of the Company defaulting on delivery for a period exceeding 90 days, the Buyer is entitled to terminate the Contract.

4.6. If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisation:

4.6.1 the Goods shall have deemed to have been delivered;

4.6.2 any and all risk in the Goods shall pass to the Buyer;

4.3.3 the Company may store the Goods until delivery takes place, whereupon the Buyer shall be liable for all related costs and expenses relating to the storage, maintenance, insurance and transportation of the Goods.

4.7. Depending on the delivery point, the Buyer shall provide, at their own expense, adequate and appropriate equipment and manual labour for unloading or loading of the Goods.

4.8. If the Company delivers to the Buyer a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, the Buyer will have the option to:

4.8.1 Reject all of the Goods delivered by the Company; or

4.8.2 Accept delivery of the Goods and agree to pay for such rate;

4.8.3 Accept the agreed upon order of Goods and reject the excess Goods. When received the goods the buyer has 48 hours to report problems.

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4.9. The Company and the Buyer may agree that delivery of the Goods may take place in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract, under the same terms and conditions.

4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

4.11 If the Goods are not in accordance with the Contract and the Buyer intends to reject the Goods after delivery thereof, the Buyer may do so within 7 days after the delivery of the Goods. After the 7 day period has lapsed the Goods shall be deemed to have been accepted by the Buyer.

4.12 In the event of the Buyer rejecting the Goods in accordance with clause 4.11, the Goods will be returned to the Company at the Buyer's expense, including but not limited to costs of travelling, loading and/or unloading, insurance and labour.

4.13 Any Goods delivered to the Buyer, in accordance 4.11 with the Contract, will be accepted for return with the prior written notice by the Buyer to the Company and with the written acceptance of the Company to the Buyer for the return of such Goods. The terms for the return will be determined at the absolute discretion

of the Company in the event of:

4.13.3 the Goods forming part of a special order or delivery; or

4.13.4 the net value of the Goods in question is less than 500 .00.

4.14 If the Company agrees to accept any Goods for return, the Buyer shall be liable to pay all costs and expenses in order to effect the return including but not limited to; a handling charge of 25% of the invoice price; transportation and any expenses incurred in respect of original shipping carton or packaging so that the Good may be in a condition suitable for resale.

4.15 Goods returned without the prior written approval of the Company will be rejected at the Company's

5. NON-DELIVERY

5.1. The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity of Goods received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2. It is the responsibility of the Buyer to ensure that all the Goods delivered by the Company are in accordance with the invoice issued by the Company. If there is any shortage in the Goods delivered, the Buyer must notify the Company within 7 days of such shortage. If no notice has been given to the Company of any shortage of delivered Goods within 7 days, the Goods including the shortage; will be deemed to have been accepted by the Buyer.

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5.3. In the event that none of the Goods have been delivered at all, the Company shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.4. In the event of non-delivery of any Goods, the Company limits their liability to:

5.4.1 replacing the Goods within a reasonable time;

or

5.4.2 issue a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1. Risk transfers to the Buyer upon delivery of the Goods to the Buyer or in the event of the Buyer defaulting on delivery, for any reason including but not limited to circumstances mentioned in clause 4.6.

6.2. Ownership of the Goods shall pass to the Buyer after the buyer has received the goods mentioned in:

4.8.3 Company can give the Buyer a payment term up to 60 days for the goods which can be found on the invoice. In case of invoicing the payment obligation of purchaser starts immediately, whereas purchaser is obliged in case of annulment to reimburse all damages as suffered by vendor. European Payment duty can be found at > <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=LEGISSUM%3A0074>

6.2.1 the Goods; and

6.2.2 all other sums which are or

which become due to the Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

6.3.1 hold the Goods on a fiduciary basis as on behalf of the Company;

6.3.2 store the Goods (at the Buyer's

own expense) in such a way that the Goods will be separate from any goods of the Buyer or a third party and readily identifiable as the Company's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

6.3.4 maintain the Goods in

satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. The Buyer shall keep the policy of the insurance and be able to produce such a copy to the Company on demand;

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6.4 If the Goods to which the Company holds ownership are not held as being separately identifiable from other goods belonging to the Buyer or a third party, and those Goods are then incorporated as a part of the Company's goods or vice versa, then the Company shall be entitled to sell those goods as incorporated and keep a portion of the proceeds of the sale which is equal to and does not exceed the amount outstanding for the Goods before incorporation.

6.5 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

6.5.1 any sale shall be effected in the ordinary course of the Buyer's business; and

6.5.2 the sale shall be effected at the full market value; and

6.5.3 such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.6 The Buyer's right to possession of the Goods shall terminate immediately if the Buyer:

6.6.1 Commits an act of insolvency.

7. PRICE

7.1. The price for the Goods will be as stated in a quotation given to the Buyer from the Company. If no such quotation is given in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

7.2. The price for the Goods shall be exclusive of any value added tax and all additional costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts will be payable by the Buyer at the same time the price for the Goods so delivered becomes payable.

7.3. All prices are subject to change without notice.

7.4. The Company reserves the right, by giving to the Buyer at least 14 days notice, before delivery to increase the price of the Goods in order to reflect any increase in the cost to the Company which is due. This increase will be due to factors including but not limited to; factors occurring after the making of the Contract which are beyond the reasonable control of the Company, in order to reflect any increase in the cost to the Company which is due. This increase may be due to factors including but not limited to factors arising after conclusion of the Contract which are beyond the reasonable control of the Company, foreign exchange fluctuations, taxes, duties, and the cost of labour, materials and other manufacturing costs. In this event the Buyer obtains the right to cancel this Contract within 3 days of any such notice from the Company.

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8. PAYMENT

8.1. Subject to clause 8.4, payment of the price for the Goods is to be made in Sticky Trap bank account within a number days from the date of invoice from the Company. (based on payment found on invoice)

8.2. The Buyer will be entitled to a 2 % discount of the full invoice value if the Buyer pays within 7 days of the invoice date.

8.3. No payment shall be deemed to have been received until the Company has received cleared funds into its banking account.

8.4. All payments payable to the Company under the Contract shall become due immediately on the termination of such contract despite any other provision contained herein.

8.5. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount (with the exception of clause 8.2.), abatement or otherwise.

8.6. If the Buyer fails to make payments timeously, the Company will be entitled to:

8.6.1 Withhold delivery of the Goods until payment is made in full; or

8.6.2 If the Buyer has withheld payment for the Goods for more than 45 days, and the Goods have not yet been delivered to the Buyer, for whatever reason, the Company will be entitled to cancel the Contract by written notice to

the Buyer; or

8.6.3 If the Buyer has withheld payment for the Goods for more than 45 days and the Goods have already been delivered to the Buyer, the Company will be entitled to cancel the Contract expenses in order to effect the return including but not limited to; a handling charge of 25% of the invoice

9. QUALITY

9.1 the Buyer gives written notice of the defect to the Company; or

9.2.2 if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Buyer discovers or ought to

have discovered the defect; and

9.2.3 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

9.3 The Company shall not be liable for a breach of the warranty in condition 9.2 if:

9.3.1 the Buyer makes any further use of such Goods after giving such notice; or

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14. COMMUNICATIONS

14.1 All communications between the parties in relation to the Contract shall be in writing and delivered by hand or sent by registered post or sent by fax or e-mail:

14.1.1 In the case of communications to the Company, all communications should be addressed to the Company's registered office or such changed address as shall be notified to the Buyer by the Company; or

14.1.2 In the case of the communications to the Buyer, all communications shall be addressed to the registered office of the addressee (if it is a company) or to any address of the Buyer as set out in any documentation which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.

14.2 Communications shall be deemed to have been received:

14.2.1 if sent by registered post, ten days (excluding Saturdays, Sundays and public holidays) after posting (exclusive of the day of posting); or

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