

Terms and conditions of sale and delivery of Think Paper LLP

Think Paper LLP, hereinafter: Think Paper, is established at Paardestraat 5, 6131 HA Sittard, The Netherlands and registered in the trade registry of the Chamber of Commerce Limburg under nr. 655 28 727

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1. Contractual basis

These terms and conditions of sale and delivery apply to all orders and purchases from Think Paper. These terms together with the purchase agreement and Think Paper's offer, order confirmation and invoice constitute the full agreement.

If there is a conflict between Think Paper's order confirmation and/or these terms and conditions the order confirmation or purchase agreement shall prevail.

The buyer's terms and conditions of purchase shall not apply unless they are accepted in writing by Think Paper. In case of conflict between the buyer's terms and conditions and Think Paper's terms and conditions the latter shall prevail.

2. Conclusion of purchase agreement

An order is not binding for Think Paper before the buyer has received a written or electronic order confirmation from Think Paper. All offers made will remain valid for a period that is to be indicated by Think Paper. An offer is only binding if it has been confirmed in written form. Sending offers and/or leaflets, price lists etcetera, do not oblige Think Paper to delivery or acceptance of an order. Think Paper's information on price, delivery, characteristics, volumes and technical data is purely indicative and does not constitute a warranty or guarantee. Think Paper is not liable if the delivered products do not meet the buyer's needs or purpose of use.

3. Arrangement

Think Paper holds the right to demand assurance that payments and other obligations will be fulfilled by the buyer, before (further) offering its services and/or deliveries.

For orders full payment is required. There will be no delivery without a full payment.

Think Paper holds the authority - if it deems this necessary or desirable - to engage third parties for a correct execution of the agreement, for which the costs will be on the account of the buyer in accordance with the price quotation supplied.

Adjustments to the original order, of whatever nature, which are made by the buyer in written or oral form, that result in higher costs than is calculated in the original price quotation, will be charged extra to the buyer.

As a result of adjustments, the agreed price may be higher, or the delivery time of Think Paper may be exceeded. Implementing an adjustment by the buyer implies an explicit acceptance of a possible rise in price or exceeding the delivery time as well.

4. Prices

All prices exclude VAT and are ex works Sittard (transportation and delivery costs not included), unless otherwise has been explicitly agreed upon in written form. The prices are correct and binding under reservation of any typing and printing errors. No liability is accepted for the consequences of printing and typesetting errors or for publication of erroneous prices and models.

Prices are subject to change. If, after the realization of the agreement, one or more cost price factors are increased, Think Paper consequently reserves the right to adapt the prices of the goods to be delivered, even if this has taken place because of predictable circumstances at the time of the conclusion of the agreement.

5. Terms of delivery

Delivery is according to the ICC's INCOTERMS 2020 Ex Works clause, after which, when the goods are ready for delivery, the risk passes to the buyer and all costs associated with the transport are borne by the buyer. All due transport costs, import and export duties, monitoring and clearance charges, taxes and other charges, are on the account of the buyer. Goods are dispatched on the account and risk of the buyer, even when these are delivered on behalf of Think Paper.

If transport is agreed upon, then the manner of transport, shipment, packaging, etc., if no further instructions have been given concerning this by the buyer, will be decided by Think Paper following good business practices, without being responsible for this. Any specific desires of the buyer concerning the transport and shipment are only carried out if the buyer has agreed to be willing to be responsible for the extra costs of this, and willing to accept the possible risks.

The delivery time is always an estimation, unless otherwise has been explicitly agreed upon in written form.

Normal delivery time is 4 weeks after receipt of the order. The buyer holds no right to any compensation in the instance of exceeding the indicated time of delivery. The buyer may not cancel the order or refuse the receipt and/or payment of the goods due to exceeding the delivery time.

6. Terms of payment

All invoices will be paid in full, free from any deduction, discount or settlement.

Every payment of the buyer is solely for fulfilment of the interest owed, as well as the collection and/or administrative costs, and will then be deducted from the earliest outstanding amount.

If the buyer fails to pay within the agreed terms, he shall be deemed to be in default by operation of law and Think Paper, without needing to give any notice of default, shall be entitled to charge the buyer with interests as from the due date at the rate of 1% per month as well the extrajudicial costs which will be set at 15% of the sum due, with a minimum of € 250,-. All costs of collection, both legal and extrajudicial, shall be payable by buyer. In the event of bankruptcy, suspension, insolvency of the buyer or liquidation of his company, Think Paper shall be entitled to demand immediate payment of all the amounts due by the buyer. In case of payment by bank or third party, the date of payment is the date of crediting the bank account of Think Paper.

7. Retention of title

Subject to the restrictions imposed by mandatory law, the goods shall remain the property of Think Paper until the entire purchase price plus the accrued costs has been paid to Think Paper.

This retention of title clause is still in force, if the goods will be used in the buyer's products or mixed with the buyer's goods of other suppliers. In that event the retention of title shall comprise the transformed or processed product to an extent equal to the value represented by the sale from Think Paper.

The buyer is obligated to keep the goods insured against theft, burglary, fire etc. as long as the goods are covered by this retention of title clause.

In the instance of failure to pay a due payment, suspension of payment, request for suspension of payment, bankruptcy, being put under legal restraint, the event of death or liquidation of the buyer, Think Paper will hold the right to cancel the order, or the part of the order that still needs to be delivered, without any notice of default, and to retrieve the goods already delivered, that may or may not be fully paid for, as its property, without prejudice to their rights to demand compensation for any loss or damage. In these instances, every claim made by Think Paper towards the buyer is directly and immediately claimable. The costs of retrieving or reclaiming the goods are on the account of the buyer.

8. Notice of lack of conformity

Standard commercial quality material will be used, unless special demands have been made and these have been explicitly accepted by Think Paper in written form.

The buyer should check the goods (or let them be checked) upon collection/delivery of them. The buyer should check if the delivered goods are in accordance with the agreement, meaning:

- the correct products have been delivered
- the number of the delivered products is equal to that in the agreement
- the delivered goods answer to the agreed quality demands or - if these are lacking - the demands that can be made for normal use and/or purposes

Complaints due to the observable facts upon receipt should be indicated on the receipt/shipment document, under the penalty of losing the right to file complaints.

Complaints about shortcomings that are not immediately observable should be communicated by the buyer to Think Paper in written form, within 14 working days after receipt of the goods.

The right of complaint of the buyer expires if the buyer fails to allow Think Paper to check the products concerned in their original state. If the complaint is valid, Think Paper will choose to either repair the defects found, or to replace the products delivered free of charge if the original products delivered are returned.

Think Paper only provides a warranty on construction defects and/or technical failures. For all products the principle "sold as seen" is applicable, unless otherwise has been agreed upon.

No complaints can be filed about products that are for sale. Slight deviations in quality, color, size, weight, finish, design, etc. permissible in the trade and/or technically unavoidable shall constitute no reason for complaint.

Every right of complaint expires when the goods have been completely or partially taken into use. Concerning the application of this clause, each partial delivery shall be considered as an individual delivery. Buyer is not entitled to return the goods about which he complains, without written authorization of Think Paper. Return of goods and packaging can only take place by prior written agreement. In the event of established damage to the packaging, buyer must report this to Think Paper within 24 hours after reception of those goods.

Think Paper is not liable in the event of defects, damages or wears occurs due to improper use, breach of instructions and guidelines, improper assembly by the buyer, changes made to the goods by the buyer or repairs that the buyer has done incorrectly, lack of maintenance and common wear and tear. Think Paper is not liable for other direct or indirect costs due to defects in one of Think Paper's products.

9. Limitation of liability

Think Paper is liable under the general rules of Dutch law. However, Think Paper cannot be held liable for the buyer's indirect losses, including – but not limited to – loss of business, loss of profits, loss of goodwill or any other incidental loss. Think Paper's liability is any event limited to the value of the goods supplied.

10. Force majeure

Think Paper cannot be held liable if the failure to fulfil its obligations is due to a reason beyond Think Paper's control, such as strikes, lock-outs, epidemics, export or import bans, embargos, delayed or inadequate delivery of materials from subcontractors, unexpected stop of production, lack of energy resources or transport, hacker attacks, unforeseen downtime on systems, seizures and other similar circumstances.

In case of force majeure, Think Paper is entitled to extend the delivery time accordingly or to cancel the agreement. Save as if the agreement is canceled, the parties is obligated to fulfil the agreement upon the cease of the force majeure event. Both parties are entitled to cancel the agreement if the force majeure event occurs for more than 3 months.

11. Product liability

Subject to the restrictions imposed by mandatory law, Think Paper is only liable for damage caused by products to persons or property if it is proved that the damage is due to defects or negligence on a product supplied by Think Paper and it is proved that 1) the product is defect, 2) the damage is due to the defect, and 3) there is causal link between the defect and the damage.

12. Intellectual property

Think Paper has the exclusive right to all copyrights, design rights, trademark rights and other intellectual property rights (registered as well as non-registered) that are used, created or contained in or arising as a result of or in connection with the delivery of Think Paper's goods and/or its website.

13. Website

By using <https://www.thinkpaper.nl/> the buyer accepts that Think Paper is using technical, analytical and or functional cookies. A cookie is a small text file that is stored on the buyer's computer in order to keep track on the buyer's actions on the webpage and in order to recognize the computer. A cookie is not a program and it is does not contain any viruses.

14. Governing law and jurisdiction

Agreements and sales between the parties are subject to Dutch law.

Any dispute that may arise in connection with the agreements and sales shall be settled by a Dutch court with the Rechtbank Limburg, location Maastricht as first instance.