



## General Terms and Conditions of Qonnected Logistics

This translation continues the terms, adapting legal language suitable for agreements or disputes in English-, **while maintaining the original meaning and intent of the Dutch text. The Dutch text is leading and legally binding. Ask the Dutch version info@qonnected-logistics.com**  
Should you need additional sections translated or further clarification, feel free to ask!

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### Article 1 - Definitions

1. Qonnected Logistics: Qonnected Mobility BV, based in Rotterdam, registered under Chamber of Commerce number 88424561.
2. Customer: The individual or entity with whom Qonnected Logistics has entered into an agreement.
3. Parties: Qonnected Logistics and the Customer collectively.
4. Consumer: A Customer who is also an individual acting in a private capacity.

### Article 2 - Applicability

1. These terms apply to all offers, quotations, activities, orders, agreements, and deliveries of services or products by or on behalf of Qonnected Logistics.
2. Qonnected Logistics and the Customer may only deviate from these terms if agreed upon in writing.
3. The applicability of any general terms of the Customer or third parties is expressly excluded.

### Article 3 - Offers and Quotations

1. Offers and quotations from Qonnected Logistics are without obligation unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum of one month unless a different period is stated.
3. If the Customer does not accept an offer or quotation within the applicable period, the offer or quotation expires.
4. Offers and quotations do not apply to repeat orders unless agreed in writing.

### Article 4 - Acceptance

1. Upon acceptance of a non-binding offer or quotation, Qonnected Logistics may withdraw the offer within three days of acceptance without the Customer deriving any rights from it.
2. Verbal acceptance of the Customer binds Qonnected Logistics only after the Customer confirms such acceptance in writing or electronically.

### Article 5 - Prices

1. Qonnected Logistics uses prices in euros, exclusive of VAT and any additional costs such as administrative or shipping fees, unless agreed otherwise in writing.
2. Qonnected Logistics may adjust prices of its services and products on its website or other platforms at any time.
3. A total amount will be agreed upon as a target price for the services provided unless stated otherwise in writing.
4. Qonnected Logistics may deviate up to 10% from the target price.
5. If the target price exceeds this 10% deviation, Qonnected Logistics must inform the Customer of the reasons for the increased price.
6. The Customer may cancel the portion of the order that exceeds the target price plus the 10% deviation.
7. Qonnected Logistics may adjust prices annually and will inform the Customer of any changes prior to their implementation.

8. Consumers may cancel the agreement if they disagree with a price increase.

#### **Article 6 - Payments and Payment Terms**

1. Qonnected Logistics may require a deposit of up to 50% of the agreed amount upon entering into an agreement.
2. Final payments must be made within 14 days of delivery.
3. Payment terms set by Qonnected Logistics are strict deadlines. Failure to pay by the final day results in default without the need for a formal notice of default.
4. Qonnected Logistics may require immediate payment or security for the total amount before delivering services or products.

#### **Article 7 - Consequences of Late Payment**

1. If the Customer fails to pay on time, Qonnected Logistics may charge statutory interest per month from the day of default, with part of a month counting as a full month.
2. In addition, the Customer must pay collection costs and any damages to Qonnected Logistics.
3. Collection costs are calculated based on the Decree on Compensation for Extrajudicial Collection Costs.
4. Qonnected Logistics may suspend obligations until payment is received.
5. In cases of liquidation, bankruptcy, seizure, or suspension of payment, claims become immediately due.
6. If the Customer refuses to cooperate with the execution of the agreement, they are still obliged to pay the agreed amount.

#### **Article 8 - Right of Reclamation**

1. If the Customer is in default, Qonnected Logistics may invoke the right of reclamation concerning unpaid products.
2. Qonnected Logistics exercises this right through written or electronic notice.
3. Upon notice, the Customer must immediately return the products unless agreed otherwise in writing.
4. The Customer bears the costs of returning the products.

#### **Article 9 - Right of Suspension**

The Customer waives any right to suspend performance of any obligations arising from this agreement.

#### **Article 10 - Right of Retention**

1. Qonnected Logistics may retain possession of Customer's goods until all outstanding invoices are paid unless sufficient security has been provided.
2. The right of retention also applies to earlier agreements.
3. Qonnected Logistics is not liable for damages incurred due to the exercise of the right of retention.

#### **Article 11 - Set-off**

The Customer waives any right to set off any debt to Qonnected Logistics against any claim they have.

#### **Article 12 - Retention of Title**

1. Qonnected Logistics retains ownership of all products delivered until all invoices related to the underlying agreement have been paid.
2. Qonnected Logistics may invoke the retention of title and reclaim products if invoices remain unpaid.
3. Until ownership transfers, the Customer may not pledge, sell, or encumber the products.
4. If Qonnected Logistics reclaims products under the retention of title, the agreement is terminated, and damages, lost profits, and interest may be claimed from the Customer.

#### **Article 13 - Delivery**

1. Delivery is subject to stock availability.
2. Delivery takes place at the premises of Qonnected Logistics unless otherwise agreed.

3. Online orders are delivered to the address specified by the Customer.
4. If the Customer fails to pay on time, Qonected Logistics may suspend delivery obligations.

#### **Article 14 - Delivery Time**

1. The delivery times of Qonected Logistics are indicative. If delivery is later than anticipated, the Client cannot derive any rights from this, unless otherwise agreed in writing.
2. The delivery period commences when the Client's signed quotation has been confirmed in writing or electronically by Qonected Logistics.
3. The Client is not entitled to any compensation and cannot annul the agreement in the event of late delivery by Qonected Logistics. However, the Client may annul the agreement if this has been agreed in writing or if Qonected Logistics is unable to deliver within 14 days after being given written notice, unless otherwise agreed between the Client and Qonected Logistics.

#### **Article 15 - Actual Delivery**

1. The Client is responsible for ensuring that the actual delivery of the ordered products can take place on time.

#### **Article 16 - Transportation Costs**

1. The Client shall bear the transportation costs, unless otherwise agreed in writing between the Client and Qonected Logistics.

#### **Article 17 - Packaging and Shipment**

1. If the packaging of a delivered product is opened or damaged, the Client must have this noted by the carrier before accepting the product. If the Client fails to do so, they cannot hold Qonected Logistics liable for any damages.
2. If the Client arranges the transportation of the product themselves, any visible damage to the products or packaging must be reported to Qonected Logistics prior to shipment. Failure to do so will prevent the Client from holding Qonected Logistics liable for any damage.

#### **Article 18 - Insurance**

1. The Client must adequately insure and maintain insurance against risks including, but not limited to, fire, explosion, water damage, and theft, for the following items:
  - Delivered goods necessary for the execution of the underlying agreement;
  - Items belonging to Qonected Logistics that are in the Client's possession;
  - Goods delivered under retention of title.
2. At Qonected Logistics' request, the Client shall provide the insurance policies for inspection.

#### **Article 19 - Storage**

1. If the Client delays the receipt of ordered products beyond the agreed delivery date, the risk of any loss in quality shall rest entirely with the Client.
2. Any additional costs resulting from early or late receipt of products shall be borne entirely by the Client.

#### **Article 20 - Assembly and/or Installation**

1. While Qonected Logistics will make every effort to execute assembly and/or installation work to the best of its ability, it accepts no responsibility for the work except in cases of intentional misconduct or gross negligence.

#### **Article 21 - Warranty**

1. In service-related agreements between the Client and Qonected Logistics, Qonected Logistics is only bound to an obligation of effort, not to a result.
2. Product warranties only apply to defects caused by poor manufacturing, construction, or faulty materials.
3. The warranty does not apply in cases of:

- Normal wear and tear;
  - Damage resulting from accidents;
  - Damage due to alterations to the product;
  - Damage caused by negligence or improper use by the Client;
  - If the cause of the defect cannot be clearly established.
4. The risk of loss, damage, or theft of products delivered by Qonnected Logistics transfers to the Client as soon as they are legally or factually delivered, or when they come into the possession of the Client or a third party acting on behalf of the Client.

#### **Article 22 - Execution of the Agreement**

1. Qonnected Logistics shall execute the agreement to the best of its knowledge and ability and in accordance with good professional standards.
2. Qonnected Logistics may subcontract the agreed services in whole or in part.
3. The execution of the agreement shall be carried out in consultation and after written approval and payment of any deposit by the Client.
4. The Client is responsible for ensuring that Qonnected Logistics can commence work on time.
5. If the Client fails to ensure that Qonnected Logistics can start on time, any additional costs incurred as a result shall be borne by the Client.

#### **Article 23 - Provision of Information by the Client**

1. The Client shall provide all necessary information, data, and documents required for the proper execution of the agreement to Qonnected Logistics in a timely manner and in the desired form and manner.
2. The Client guarantees the accuracy and completeness of the information, data, and documents provided, even if they originate from third parties, unless otherwise indicated by the nature of the agreement.
3. Upon the Client's request, Qonnected Logistics will return the relevant documents.
4. If the Client fails to provide the reasonably requested information, data, or documents in a timely or proper manner, and this delays the execution of the agreement, any resulting additional costs or hours will be borne by the Client.

#### **Article 24 - Duration of Service Agreement**

1. The agreement between Qonnected Logistics and the Client regarding services is concluded for an indefinite period, unless otherwise stipulated by the nature of the agreement or agreed upon otherwise.
2. If the Client enters into an agreement for a fixed term, the agreement will automatically be converted into an indefinite term agreement after the term expires, unless either party terminates the agreement with two months' notice, or a consumer terminates the agreement with one month's notice, thereby ending the agreement.

#### **Article 25 - Termination of Indefinite Term Service Agreement**

1. The Client may terminate an indefinite term service agreement with two months' notice.
2. A consumer may terminate an indefinite term service agreement with one month's notice.

#### **Article 26 - Intellectual Property**

1. Qonnected Logistics retains all intellectual property rights to all designs, drawings, writings, data carriers, offers, images, sketches, models, and mockups, unless otherwise agreed.
2. The Client may not display, make available, or use the intellectual property rights mentioned in clause 1 without prior written permission from Qonnected Logistics.

#### **Article 27 - Penalty Clause**

1. If the Client breaches the confidentiality or intellectual property article, they shall pay Qonnected Logistics an immediately payable penalty for each breach.
2. If the Client is a consumer, the penalty is €1,000.
3. If the Client is not a consumer, the penalty is €5,000.
4. In addition, the Client must pay 5% of the applicable amount in clause 2 or 3 for each day the breach continues.

5. The Client must pay the penalty in clause 1 without the need for a notice of default or legal proceedings. No damage is required.
6. In addition to the penalty in clause 1, Qonnected Logistics may also claim compensation from the Client.

#### **Article 28 - Indemnification**

1. The Client shall indemnify Qonnected Logistics against all claims by third parties relating to the products and/or services provided by Qonnected Logistics.

#### **Article 29 - Complaints**

1. The Client must inspect any product delivered or service provided by Qonnected Logistics as soon as possible for deficiencies.
2. If a delivered product or provided service does not meet what the Client could reasonably expect, the Client must notify Qonnected Logistics within one month of discovering the deficiency.
3. A consumer must notify Qonnected Logistics within two months of discovering the deficiency.
4. The Client must provide a detailed description of the deficiency to enable Qonnected Logistics to respond appropriately.
5. The Client must demonstrate that the complaint relates to an agreement between the Client and Qonnected Logistics.
6. If a complaint relates to ongoing work, the Client cannot demand that Qonnected Logistics carry out work beyond what was agreed.

#### **Article 30 - Notice of Default**

1. Any notice of default by the Client must be communicated to Qonnected Logistics in writing.
2. The Client is responsible for ensuring that the notice of default reaches Qonnected Logistics in a timely manner.

#### **Article 31 - Client's Liability**

1. If Qonnected Logistics enters into an agreement with multiple Clients, each Client is jointly and severally liable for fulfilling the obligations of the agreement.

#### **Article 32 - Qonnected Logistics' Liability**

1. Qonnected Logistics is only liable for damage suffered by the Client if such damage is caused by intent or deliberate recklessness.
2. If Qonnected Logistics is liable for damages, this liability is limited to direct damages related to the execution of the underlying agreement.
3. Qonnected Logistics is not liable for indirect damages such as consequential damages, lost profits, or damages to third parties.
4. If Qonnected Logistics is liable, this liability is limited to the amount paid out under a professional liability insurance policy. If no insurance is in place or no payout is made, liability is limited to the invoice amount related to the liability.
5. All images, photographs, colors, drawings, and descriptions on the website or in a catalog are indicative only and do not constitute grounds for any compensation, dissolution, or suspension.

#### **Article 33 - Limitation Period**

1. Any right of the Client to claim damages from Qonnected Logistics expires 12 months after the event giving rise to the liability, subject to the provisions of Article 6:89 of the Dutch Civil Code.

#### **Article 34 - Dissolution**

1. The Client may dissolve the agreement if Qonnected Logistics fails to meet its obligations, unless the failure does not justify dissolution due to its special nature or minor importance.
2. If Qonnected Logistics can still meet its obligations, dissolution can only take place after Qonnected Logistics is in default.

3. Qonnected Logistics may terminate the agreement with the Client if the Client fails to fully or timely fulfill their obligations under the agreement, or if Qonnected Logistics becomes aware of circumstances that provide reasonable grounds to believe that the Client will not fulfill their obligations.

### **Article 35 - Force Majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, any failure by Qonnected Logistics to meet its obligations to the Client cannot be attributed to Qonnected Logistics if it is due to a force majeure event.
2. Force majeure events include, but are not limited to:
  - An emergency situation such as a civil war or natural disaster
  - Failure or force majeure on the part of suppliers, carriers, or other parties
  - Power, electricity, internal, computer, or telecom failures
  - Computer viruses
  - Strikes
  - Government measures
  - Transportation issues
  - Adverse weather conditions
  - Work stoppages
3. If a force majeure event occurs, rendering Qonnected Logistics unable to fulfill one or more obligations to the Client, those obligations will be suspended until Qonnected Logistics is able to fulfill them.
4. If a force majeure event lasts for at least 30 calendar days, either the Client or Qonnected Logistics may terminate the agreement, in whole or in part, by providing written notice.
5. Qonnected Logistics is not required to pay compensation to the Client for any benefits gained during a force majeure event.

### **Article 36 - Amendment of the Agreement**

1. If it is necessary for the execution of the agreement, the Client and Qonnected Logistics may amend the agreement.

#### Article 37 - Amendment of General Terms and Conditions

1. Qonnected Logistics may amend these general terms and conditions.
2. Qonnected Logistics may always make minor amendments.
3. Significant amendments will be discussed with the Client as much as possible in advance.
4. In the event of a significant amendment to the general terms and conditions, a consumer has the right to terminate the underlying agreement.

### **Article 38 - Transfer of Rights**

1. The Client may not transfer rights under an agreement with Qonnected Logistics to third parties without prior written consent from Qonnected Logistics.
2. This provision constitutes a stipulation with real property effect as referred to in Article 3:83(2) of the Dutch Civil Code.

#### Article 39 - Consequences of Nullity or Annulment

1. If one or more provisions of these general terms and conditions are found to be null or voidable, this will not affect the validity of the remaining provisions.
2. A provision that is null or voidable will be replaced by a provision that most closely reflects the intent of Qonnected Logistics at the time the terms were drafted.

### **Article 40 - Applicable Law and Competent Court**

1. Dutch law applies to these general terms and conditions and to any underlying agreement between the Client and Qonnected Logistics.
2. The court in the district where Qonnected Logistics is established has exclusive jurisdiction to hear any disputes between the Client and Qonnected Logistics, unless otherwise provided by law.

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