

# General Terms and Conditions Box2Build Sales BV

Private limited company with an ordinary structure Box2Build Sales BV (hereinafter: Box2Build Sales) is registered with the Dutch Chamber of Commerce under number 84798041 and has its registered office at Paardenmarkt 11 (2611PA) in Delft.

## Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise:
2. **Offer:** Any written offer to the Buyer to deliver Products by the Seller to which these terms and conditions are inextricably linked.
3. **Company:** The natural or legal person who acts in the exercise of a profession or business.
5. **Buyer:** The Company that enters into a (distance) Agreement with the Seller.
6. **Agreement:** The (distance) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from Box2Build Sales.
7. **Products:** The Products offered by Box2Build Sales are (sea) containers and/or components therefor.
8. **Seller:** The supplier of Products to Buyer, hereinafter: Box2Build Sales.
9. **Website:** [www.box2build.com](http://www.box2build.com).

## Article 2 - Applicability

1. The general terms and conditions of the external carrier apply to the transport agreement between the external carrier and the Buyer. Box2Build Sales is not involved in the actual execution of the transport of the purchased Products. Box2Build Sales cannot be regarded as a shipping agent and acts exclusively as a Seller.
2. These terms and conditions apply to every Offer from Box2Build Sales and every Agreement between Box2Build Sales and a Buyer and to every Product offered by Box2Build Sales.
3. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, Box2Build Sales will indicate to Buyer how Buyer can view the general terms and conditions, which are in any case published on the Box2Build Sales Website, so that Buyer can easily store these general terms and conditions on a durable data carrier.
4. In exceptional situations, it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with Box2Build Sales.
5. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.
6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/his, if and insofar as applicable.

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

1. All offers made by Box2Build Sales are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An Offer only exists if it has been laid down in writing.
2. The Offer made by Box2Build Sales is without obligation. Box2Build Sales is only bound by the Offer if the Buyer has confirmed its acceptance in writing within 5 days, or if the Buyer has already paid the amount due. Nevertheless, Box2Build Sales has the right to refuse an Agreement with a potential Buyer for a valid reason at the discretion of Box2Build Sales.
3. The Offer contains an accurate description of the offered Product with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind Box2Build Sales. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (remotely). Box2Build Sales cannot guarantee that the colors in the image correspond exactly to the real colors of the Product.
4. Delivery times and terms stated in the Offer of Box2Build Sales are indicative and if they are exceeded, they do not entitle the Buyer to dissolution or compensation, unless expressly agreed otherwise.
5. A composite quotation does not oblige Box2Build Sales to deliver part of the goods included in the Offer at a part of the stated price.
6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and on the run-out principle.

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

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer from Box2Build Sales by paying for the relevant Product.
2. An Offer can be made by Box2Build Sales via the Website.
3. If the Buyer has accepted the Offer by concluding an Agreement with Box2Build Sales, Box2Build Sales will confirm the Agreement with the Buyer in writing, at least by e-mail.
4. If the acceptance (on minor points) deviates from the Offer, Box2Build Sales is not bound by it.
5. Box2Build Sales is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Buyer cannot derive any rights from this mistake or error.
6. The right of withdrawal is excluded for the Buyer being a Company.

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

1. Box2Build Sales will execute the Agreement to the best of its knowledge and ability.
2. If and insofar as required for proper execution of the Agreement, Box2Build Sales has the right to have certain work performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, which Box2Build Sales indicates is necessary or which the Buyer should reasonably understand to be necessary for the execution of the Agreement, is provided to Box2Build Sales in a timely manner. If the information required for the execution of the Agreement has not been provided to Box2Build Sales in time, Box2Build Sales has the right to suspend the execution of the Agreement.

4. In the performance of the Agreement, Box2Build Sales is not obliged or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions result in additional work for Box2Build Sales, the Buyer is obliged to reimburse additional costs accordingly.
5. Box2Build Sales may require security from the Buyer or full payment in advance before executing the Agreement.
6. Box2Build Sales is not liable for damage, of whatever nature, that has arisen because Box2Build Sales has based on incorrect and/or incomplete information provided by the Buyer, unless this inaccuracy or incompleteness was known to Box2Build Sales. This also includes processing the Agreement by means of automatic decision-making.
7. The Buyer indemnifies Box2Build Sales against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to the Buyer.

## **Article 6 - Delivery**

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not provided all the requested information or has not provided it on time, does not provide sufficient cooperation, or the (down) payment has not been received in time by Box2Build Sales or any delay occurs due to other circumstances beyond the control of Box2Build Sales, Box2Build Sales is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. The buyer must give Box2Build Sales notice of default in writing and allow it a reasonable term to still be able to deliver. The buyer is not entitled to any compensation due to the delay that has arisen.
2. The buyer is obliged to take delivery of the goods at the time they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.
3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Box2Build Sales is entitled to store the goods at the expense and risk of the Buyer.
4. If the Products are delivered by Box2Build Sales or an external carrier, Box2Build Sales is entitled, unless otherwise agreed in writing, to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.
5. If Box2Build Sales requires information from the Buyer in the context of the performance of the Agreement, the delivery time will only commence after the Buyer has provided Box2Build Sales with all information necessary for the performance.
6. If Box2Build Sales has specified a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.
7. Box2Build Sales or an external carrier is entitled to deliver the goods in parts, unless the Agreement deviates from this, or the partial delivery does not have an independent value. Box2Build Sales is entitled to invoice the thus delivered separately.
8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. Box2Build Sales reserves the right to refuse delivery if there is a well-founded fear of non-payment.

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

1. Box2Build Sales or an external carrier undertakes towards the Buyer to secure the goods to be delivered in such a way that they reach their destination in good condition under normal use.
2. Unless otherwise agreed in writing, all deliveries are made exclusive of turnover tax (VAT).
3. Accepting items without comments or comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

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

1. The buyer is obliged to inspect the delivered goods or have them examined at the time of delivery or delivery, but in any event within 14 days of receipt of the delivered goods, but only to unpack or to the extent necessary to assess whether it retains the Product. In doing so, the Buyer must investigate whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.
2. Box2Build Sales accepts no liability for incorrect use of the Product by Buyer.
3. Any visible defects or shortcomings must be reported to Box2Build Sales in writing after delivery at [info@box2build.com](mailto:info@box2build.com). The buyer has a period of 14 days after delivery for this. Non-visible defects or shortcomings must be reported within 14 days of discovery, but no later than 6 months after delivery. In the event of damage to the Product due to careless handling by the Buyer itself, the Buyer is liable for any loss in value of the Product.
4. If a complaint is made in time, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only take place with the prior written consent of Box2Build Sales in the manner indicated by Box2Build Sales.
5. If the Buyer exercises its right to complain, the Buyer, being a Company, has no right to suspend its payment obligation nor to settle outstanding invoices.

## **Article 9 - Prices**

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, unless there are changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.
3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.
4. In the case of Products or raw materials for which there are price fluctuations in the financial market and on which Box2Build Sales has no influence, Box2Build Sales can offer these Products at variable prices. It is stated in the Offer that the prices are target prices and may fluctuate.

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

1. Payment should preferably be made in advance in the currency in which the invoice is made, using the method indicated.
2. The buyer cannot derive any rights or expectations from a budget issued in advance unless the parties have expressly agreed otherwise.
3. The buyer must make the payment to the account number and details of Box2Build Sales made known to it. Parties can only agree on a different payment term after explicit and written permission from Box2Build Sales.
4. The Buyer is obliged to pay the agreed down payment of 30% within the specified period of 5 days before Box2Build Sales starts executing the Agreement.
5. If a periodic payment obligation of the Buyer has been agreed, Box2Build Sales is entitled to adjust the applicable prices and rates in writing with due observance of a term of 3 months.
6. In the event of liquidation, bankruptcy, attachment, or suspension of payment of the Buyer, Box2Build Sales' claims against the Buyer are immediately due and payable.

7. In the event of the previous provision, Box2Build Sales has the right to deduct the payments made by the Buyer firstly from its costs, secondly from any interest due and finally from the principal sum and the current interest. Box2Build Sales may, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the allocation. Box2Build Sales may refuse full repayment of the principal if the outstanding and current interest as well as the costs are not also paid.

8. If the Buyer does not fulfill its payment obligation and has not fulfilled its obligation within the specified payment terms, the Buyer is in default.

9. From the date that the Buyer is in default, Box2Build Sales will, without further notice of default, be entitled to the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.

10. If Box2Build Sales has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. The judicial and enforcement costs incurred are also for the account of the Buyer.

## **Article 11 – Retention of title**

1. All goods delivered by Box2Build Sales remain the property of Box2Build Sales until the Buyer has fulfilled all the following obligations under all Agreements concluded with Box2Build Sales.

2. The buyer is not authorized to pledge or encumber the items subject to retention of title in any other way if the ownership has not yet been transferred in full.

3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Buyer is obliged to inform Box2Build Sales of this as soon as can reasonably be expected.

4. If Box2Build Sales wishes to exercise its property rights referred to in this article, the Buyer hereby grants unconditional and irrevocable permission and authorization to Box2Build Sales or third parties to be designated by them to enter all those places where the properties of Box2Build Sales and to take those items back.

5. Box2Build Sales has the right to retain the Product(s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or issue Box2Build Sales. After the Buyer has fulfilled its obligations, Box2Build Sales 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 as a result of retaining the purchased Products are for the account and risk of the Buyer and will be reimbursed by the Buyer on first request to Box2Build Sales.

## **Article 12 - Warranty**

Box2Build Sales guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified Box2Build Sales of this use at the time of entering into the Agreement. Product guarantees never extend beyond what is provided by the manufacturer or what has been explicitly agreed. In the event of a conflict, the warranty as provided by the manufacturer will prevail.

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

1. Box2Build Sales is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement if the Buyer does not or not fully fulfill the (payment) obligations under the Agreement.

2. In addition, Box2Build Sales is authorized to dissolve the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention, if the Buyer does not timely or properly fulfill the obligations that it has from any agreement with Box2Build Sales. concluded Agreement.

3. In addition, Box2Build Sales is authorized to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if circumstances otherwise arise. which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

4. If the Agreement is dissolved, Box2Build Sales' claims against the Buyer are immediately due and payable. When Box2Build Sales suspends the fulfillment of the obligations, it retains its rights under the law and the Agreement.

5. Box2Build Sales always reserves the right to claim compensation.

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

1. If the execution of the Agreement by Box2Build Sales leads to liability of Box2Build Sales towards the Buyer or third parties, that liability is limited to the costs charged by Box2Build Sales in connection with the Agreement, unless the damage has occurred due to intent or gross negligence. The liability of Box2Build Sales is in any case limited to the maximum amount of damage that is paid out by the insurance company per event per year.

2. Box2Build Sales is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, missed savings and damage as a result of the use of the delivered Products is excluded.

3. Box2Build Sales is not liable for and/or obliged to repair damage caused by the use of the Product.

4. Box2Build Sales is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the Website(s) or linked websites.

5. Box2Build Sales is not responsible for errors and/or irregularities in the functionality of the Website and is not liable for malfunctions or the unavailability of the Website for whatever reason.

6. Box2Build Sales does not guarantee a correct and complete transmission of the content of, and e-mail sent by/on behalf of Box2Build Sales, nor for the timely receipt thereof.

7. Any advice provided by Box2Build Sales is not binding and is of an advisory nature only. The buyer decides on his own responsibility whether to follow the proposals and advice from Box2Build Sales mentioned herein.

8. All claims of the Buyer due to shortcomings on the part of Box2Build Sales will lapse if they are not reported in writing and with reasons to Box2Build Sales within one year after the Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer shall in any case expire one year after the termination of the Agreement.

## **Article 15 - Force majeure**

1. Box2Build Sales is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that is not due to its fault and that is not for its account by virtue of the law, legal act or generally accepted standards.

2. Force majeure is in any case understood to mean, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure of suppliers of Box2Build Sales, (ii) failure to properly fulfill obligations of suppliers are prescribed or recommended to Box2Build Sales, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi)

failure of the internet, data network and telecommunication facilities (for example due to: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) strikes in Box2Build Sales' business and (xi) other situations that, in Box2Build Sales' judgment, are beyond its control that temporarily or permanently prevent the fulfillment of its obligations.

3. Box2Build Sales has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Box2Build Sales should have fulfilled its obligation.

4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.

5. Insofar as Box2Build Sales has partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the occurrence of force majeure, and the part fulfilled or to be performed has independent value, Box2Build Sales is entitled to be invoiced separately for the part to be fulfilled. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

## **Article 16 – Transfer of risk**

The risk of loss or damage to the Products that are the subject of the Agreement is transferred to the Buyer if the Products have been provided under the Buyer's control. This is the case if the Products have been delivered to the delivery address of the Buyer.

## **Article 17 - Intellectual Property Rights**

1. All intellectual property rights and copyrights of Box2Build Sales rest exclusively with Box2Build Sales and are not transferred to Buyer.

2. The Buyer is prohibited from disclosing and/or multiplying, changing, or making available to third parties all documents covered by the intellectual property rights and copyrights of Box2Build Sales without the express prior written consent of Box2Build Sales. If the Buyer wishes to make changes to goods delivered by Box2Build Sales, Box2Build Sales must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products to which the intellectual property rights of Box2Build Sales rest other than as agreed in the Agreement.

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

1. Box2Build Sales handles the (personal) data of the Buyer and visitors to the Website(s) with care. If requested, Box2Build Sales will inform the data subject about this.

2. If Box2Build Sales is required to provide information security on the basis of the Agreement, this security will comply with the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

## **Article 19 - Complaints**

1. If the Buyer is not satisfied with the Products of Box2Build Sales and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after the relevant reason led to the complaint. Complaints can be reported via [info@box2build.com](mailto:info@box2build.com) with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Buyer for Box2Build Sales to be able to handle the complaint.

3. Box2Build Sales will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

## **Article 20 - Applicable law**

1. Dutch law applies to every Agreement between Box2Build Sales and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. Box2Build Sales has the right to unilaterally change these general terms and conditions.
3. All disputes arising from or as a result of the Agreement between Box2Build Sales and the Buyer will be settled with the competent court of the District Court of The Hague, location The Hague, unless mandatory provisions lead to the jurisdiction of another court.

Delft, January 3, 2022.