

General Terms and Conditions**General Terms and Conditions**

Of Spectro, with its registered office at Oss, registered with the Chamber of Commerce in the municipality of Den Bosch under number 16052767, where these General Terms and Conditions are filed.

1. APPLICABILITY

- These terms and conditions apply to all offers, quotations, agreements and contracts awarded. Any previous general terms and conditions of SPECTRO therefore no longer apply, unless the agreements entered into with the PURCHASER were executed under those terms and conditions.
- Understood to be meant by "PURCHASE" in these terms and conditions is all (legal) entities that have entered into or wish to enter into an agreement with SPECTRO and apart from the foregoing, their representative(s) (also including store personnel), authorised person(s), assignee(s) and heir(s).
- Supplements to and/or deviations from these terms and conditions only apply if these are made in writing with the PURCHASER.
- Any references made by the PURCHASER to its own purchase conditions or other terms and conditions, wherever these appear, are not accepted, apart from in the event that SPECTRO has explicitly accepted these deviating terms and conditions in writing.
- As soon as the PURCHASER has done business once with SPECTRO and therefore has been notified of these terms and conditions, all deliveries agreed after that time shall be deemed to have taken place under these terms and conditions, unless explicitly agreed otherwise.
- If in any agreement, SPECTRO is entitled to make an exception to these terms and conditions with the PURCHASER, in agreements at a later date, under no circumstances can the PURCHASER invoke this exception. Any deviations to these terms and conditions must be agreed on expressly each time.
- If one or more provisions in these terms and conditions are null and void or may be nullified, the other provisions of these Terms and Conditions remain in full force. In this respect, as far as possible, the aim and purport of the original provision is taken into account.

2. OFFERS, QUOTATIONS AND AGREEMENTS

- All offers and quotations of SPECTRO, whether in the form of price-lists, or otherwise, including verbal offers and quotations and other declarations by representatives and/or employees of SPECTRO, are non-binding.
- An agreement is solely effected if and once SPECTRO has confirmed a contract/order in writing, or if SPECTRO fulfills an order for delivery in part or in full.
- In the event of delivery in instalments, the agreement shall be deemed to have been fulfilled in full, once the first instalment has been delivered.
- Any subsequent agreements, commitments and/or amendments made in the agreement by/on behalf of SPECTRO (personnel) in respect of the PURCHASER, are only binding if they are confirmed in writing by SPECTRO, or by SPECTRO implementing these in full or in part.
- Every agreement is entered into under the suspensory condition that the PURCHASER, at the sole discretion of SPECTRO, proves to be sufficiently creditworthy to fulfil the financial obligations of the agreement.
- At the time of or after concluding the agreement and before any (further) performance, SPECTRO is entitled to demand security from the PURCHASER for compliance with both the payment obligations and other obligations.
- If it considers this necessary or desirable, for correct implementation of the order made in the execution of the agreement, SPECTRO is entitled to engage third parties in the performance of the agreement, the costs of which will be charged to the PURCHASER in accordance with the quotations given. If possible and/or necessary, SPECTRO shall consult with the PURCHASER about this.

3. PRICES

- All prices are exclusive of VAT and are delivered from the warehouse, unless expressly agreed otherwise in writing.
- Not included in the price:
 - A. Special import duties and/or postage costs;
 - B. Special packaging materials and/or packaging.
- Prices are based on cost price, applicable at the time at which the offer is made. If these cost prices have increased since the date on which the offer was made as a result of price increases in respect of the raw materials, auxiliary materials, parts, transport charges, salaries, insurance premiums, taxes, customs duties and exchange rates, etc. SPECTRO will be entitled to increase the price accordingly.
- The provisions in the preceding subsection also apply if the factors that have led to an increase in the cost price were foreseeable at the time at which the agreement was concluded.
- However, if the increase in the cost price in accordance with subsection 3 exceeds 20%, the PURCHASER will be entitled to cancel the order within 3 days of the time at which the PURCHASER was informed of the increase, by writing a registered letter.

4. DELIVERY/DELIVERY TIME

- Apart from the exception mentioned in subsection 5, the goods to be delivered by SPECTRO shall be deemed to have been delivered as soon as they have left SPECTRO's factory or warehouse or from the premises of the third-party engaged by SPECTRO, for transport to or for the benefit of the PURCHASER.
- Indications of delivery dates are approximate and are therefore not binding in respect of SPECTRO.
- SPECTRO is entitled to deliver in instalments. For the purposes of these provisions, every instalment is considered to be a separate delivery.
- If the agreed delivery dates are exceeded, the PURCHASER will not be entitled to claim any form of compensation whatsoever, to refuse acceptance or to dissolve the agreement in whole, or to suspend its compliance in whole or in part with any obligation that the PURCHASER has under the agreement. In the event of untimely delivery, the purchaser must first give SPECTRO written notice of default, providing SPECTRO with the opportunity to comply with its duty to deliver.

5. INDELIVERY/DELIVERY TIME

- In the event of force majeure, also understood to mean strike, fire, destruction of goods during transport, water damage, governmental measures, delay in shipment or transport, export bans, epidemics, pandemics, war, mobilisation, import or export restrictions, insofar as this is affected by the restrictions, the delivery may be postponed or cancelled.

6. TERMINATION / DISCONTINUATION OF THE AGREEMENT

- SPECTRO reserves the right to dissolve the agreement(s) with the PURCHASER immediately, without any judicial intervention being required, if the PURCHASER is not allowed to exercise any right of retention on goods that (still) belong to SPECTRO.

7. TRANSFER OF OWNERSHIP

- Until the time at which the PURCHASER has fulfilled all (payment) obligations, the delivered goods remain the property of SPECTRO. The PURCHASER is not allowed to exercise any right of retention on goods that (still) belong to SPECTRO.

8. COMPLAINTS

- SPECTRO must be informed by registered letter within eight days of receipt of the goods by the PURCHASER of any complaints/grievances concerning the goods delivered. The PURCHASER is obliged to inspect or have the goods inspected at the point of time at which delivery of the goods is taken.

9. GUARANTEE AND LIABILITY

- The guarantee of the goods delivered is fully in accordance with and limited to the guarantee agreed between SPECTRO and the PURCHASER.

10. RESALE

- The products delivered by SPECTRO may not be repackaged and sold in packaging units other than the original packaging, apart from with the express written consent of SPECTRO.

11. RETURNED GOODS

- Returned goods are not accepted will not in any way exempt the PURCHASER from its payment obligations.

12. PAYMENT

- Unless the parties agree otherwise in writing, all payments, unless an advance payment is required from the PURCHASER or unless agreed otherwise in writing, must be made within 30 days of the invoice date, either in cash or by transferring the amount due to a bank account designated by SPECTRO.

13. ASSIGNABILITY

- The PURCHASER is not permitted to transfer its rights and/or obligations ensuing from the agreement entered into with SPECTRO.

14. APPLICABLE LAW AND DISPUTES

- These terms and conditions and Dutch law applies to all agreements entered into with SPECTRO, including any agreement made in full or in part abroad or if the PURCHASER has its registered office abroad.

15. RETENTION OF TITLE

- The PURCHASER is in, addition not liable for any harmful effects of the product if, in accordance with the scientific and technical knowledge available at the time at which it was introduced to the market, it was impossible to discover the existence of the defect.

16. TERMINATION / DISCONTINUATION OF THE AGREEMENT

- Subject to the provisions in subsection 1, SPECTRO is not liable for the choice of materials, quality and/or colour made by the PURCHASE of the delivered products, especially in respect of the products manufactured by SPECTRO at the instruction (and under the private label) of the PURCHASER and cannot guarantee that the products required by the PURCHASER shall maintain the intended properties following prolonged storage. In addition, SPECTRO is not liable for allowance differences in size and quantity.

17. WARRANTY AND LIABILITY

- The warranty of the goods delivered is fully in accordance with and limited to the guarantee agreed between SPECTRO and the PURCHASER.

18. COMPLAINTS

- Apart from any guarantee obligation ensuing from subsection 1, SPECTRO is not liable for, or liable to, provide compensation for direct or indirect material damage of whatever nature, suffered by anyone if this concerns a product delivered in an unsealed packaging unit.

19. SPECTRO IS NEVER LIABLE FOR INDIRECT LOSS, INCLUDING CONSEQUENTIAL DAMAGE, LOSS PROFIT, SAVINGS AND DAMAGE DUE TO COMPANY STAGNATION.**20. PURCHASER INDEMNIFIES SPECTRO AGAINST ANY CLAIMS BY THIRD PARTIES**

- If pursuant to sending a sample of a product to be manufactured/delivered by SPECTRO, the PURCHASER has placed an order, SPECTRO is not liable for any defects(s) detected at a later stage by the PURCHASER to the delivered product.

21. SPECTRO IS NEVER LIABLE FOR THE HARMFUL CONSEQUENCES OF THE PRODUCTS IT HAS DELIVERED, IF IT IS FOUND TO BE DEFECTIVE, INCLUDING CONSEQUENTIAL DAMAGE, LOSS PROFIT, SAVINGS AND DAMAGE DUE TO COMPANY STAGNATION.**22. PURCHASER IS NEVER LIABLE FOR THE CONSEQUENCES IF THE PURCHASER IS DEFECTIVE AND THAT A COMPLAINT HAS BEEN SUBMITTED ABOUT THIS IN A TIMELY MANNER, SPECTRO WILL REPLACE THE ITEM, OR SHALL HAVE IT REPAIRED, OR SHALL SETTLE A REASONABLE COMPENSATION FOR THE ITEM WITH THE PURCHASER, IF IT IS ESTABLISHED THAT A COMPLAINT IS UNFOUNDED, THE COSTS THAT HAVE ARisen FOR SPECTRO AS A RESULT OF THAT INCLUDING THE COSTS FOR THE INVESTIGATION, SHALL BE BORNE BY THE PURCHASER.****23. WARRANTY AND LIABILITY**

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- Apart from any guarantee obligation ensuing from subsection 1