



C L E A N

General terms and conditions of Vanguard Clean B.V.

1. Definitions

1.1. The following words shall, when written with a capital letter, bear the meanings indicated below.

Customer	the customer of Vanguard
Offer	an offer for the sale and delivery of products from Vanguard
Order	an order from the Customer for products to be delivered by Vanguard
Vanguard	Vanguard Clean B.V., the user of these Terms
Terms	these general terms and conditions of Vanguard

1.2. Words defined in the singular shall include the plural, and vice versa.

2. General

2.1. Unless otherwise agreed to in writing, these Terms shall apply to all Offers and Orders, and shall be deemed to be incorporated into all agreements concluded between Vanguard and the Customer. The applicability of any general terms and conditions of the Customer is explicitly excluded.

2.2. Stipulations derogating from any of the provisions of these Terms will only be valid if agreed upon in writing.

2.3. Vanguard may amend these Terms from time to time, in which event the amendment will take effect after such amendment has been announced to the Customer.

2.4. The Customer and Vanguard shall endeavour to keep each other informed of legislation, regulations and other rules, as well as any changes thereto, that apply to the products sold to the Customer by Vanguard. The Customer shall provide such information with regard to its own jurisdiction immediately on request of Vanguard.

3. Formation of agreements

3.1. Offers to the Customer shall not be binding. All weights, dimensions, capacities and other quantity indicators mentioned in an Offer constitute an approximation only. Delivery times quoted are estimates only. Prices quoted by Vanguard are applicable at the date of issue of the Offer.

3.2. An Order shall only be executed by Vanguard after it has confirmed such Order in writing. Upon such a confirmation, the Order is final.

3.3. Vanguard may, at its sole discretion, engage a third party to perform, in whole or in part, a confirmed Order on Vanguard's behalf.

4. Changes and Cancellation

4.1. The Customer agrees that changes to a confirmed Order may result in changes in prices and delivery times of such Order. Changes to a confirmed Order shall only be valid if agreed upon in writing.

4.2. Unless otherwise agreed in writing, cancellation of a confirmed Order by the Customer does not impair the Customer's payment obligation, regardless of whether the products have been delivered yet.

5. Delivery

5.1. Delivery of products will be ex works in accordance with Incoterms 2020. The place of delivery will be recorded in the confirmation of the Order. Other terms of delivery are only valid when agreed upon in writing.

5.2. Vanguard will use reasonable efforts to deliver the products in accordance with the timetable set out in the written confirmation of the Order. Vanguard will inform the Customer of any delay in the delivery as soon as it becomes aware thereof.

5.3. Products delivered to the customer remain the property of Vanguard until the Customer has fulfilled its corresponding obligations under the Order and these Terms. The Customer is not entitled to dispose of or to encumber any products which are subject to such retention of title.

6. Payment and prices

- 6.1. Unless indicated otherwise in the Offer or the confirmation of an Order, all prices are quoted in euro and are exclusive of VAT. Payment shall be settled in the currency of the invoice.
- 6.2. Payment must be settled within 21 days from the date of an invoice. If payment or any part thereof is overdue, the overdue amount is subject to default interest at the rate of one per cent per month, counting from the due date and until payment is settled in full. Default interest is calculated on a monthly basis on a compound interest basis. In the event of overdue payment, Vanguard will also be entitled to charge the client extrajudicial costs of 15% of the amount to be collected, with a minimum of € [1.000],-. All extrajudicial and judicial costs connected to the recovery of invoices will be at the Customer's expense.
- 6.3. Unless otherwise agreed in writing, Vanguard will be entitled to send periodic invoices for actual work having been performed on Orders with a planned duration of more than two months.
- 6.4. Unless otherwise agreed, Vanguard has the right to require a down payment of up to 50 % of the price of the Order, or an unconditional and irrevocable bank guarantee issued by a reputable international bank of a good standing in the full Order amount, to secure the payment of the Order and the costs to be incurred by Vanguard in fulfilment of the Order.

7. Suspension and cancellation

- 7.1. Vanguard is entitled to suspend the fulfilment of its obligations or to cancel the confirmed Order if any of the following events occur:
- the Customer does not fulfil one or more of its obligations under the Order or these Terms;
 - Vanguard becomes aware of circumstances which, in its reasonable opinion, make it likely that the Customer will not fulfil one or more of its obligations under the Order or these Terms;
 - Vanguard is not able to fulfil its obligations due to force majeure as referred to in article 10.5;
 - performance of the confirmed Order would be unreasonably burdensome or costly for Vanguard;
 - performance of the confirmed Order would harm the reputation or the goodwill of Vanguard; or
 - the Customer, upon request of Vanguard, fails to provide security for the fulfilment of its obligations under the Order as referred to in article 6.4.
- 7.2. Vanguard shall not be liable for any damage on the part of the Customer resulting from suspension or cancellation of an Order on a ground mentioned under article 7.1.

8. Complaints

- 8.1. Any complaints from the Customer in relation to an Order shall be submitted to Vanguard as soon as possible after the Customer has become aware of the event giving rise to such complaint and in no event later than fourteen days after the earlier of (i) the date of occurrence of the event giving rise to the complaint or (ii) the date of delivery of the Order or part of such Order to which the complaint relates.
- 8.2. In the event that the Customer has received sample products or test products from Vanguard prior to receiving an Order of the same type of products, complaints relating to the delivered products shall not be taken into consideration, unless and to the extent that the Customer proves that the delivered products differ from the sample products.
- 8.3. The filing of a complaint by the Customer does not prejudice the obligations of the Customer under these Terms or the Order.

9. Delay

- 9.1. In the event that delivery of an Order or part thereof is delayed for more than [six] weeks and such delay is due to acts or omissions on the part of Vanguard, the Customer shall be entitled either to cancel the Order or, if only part of the Order is delayed, to cancel the Order as far as the Order has not yet been delivered. Upon cancellation, the Customer's payment obligations for the cancelled part of the Order ends.
- 9.2. In the event that delivery of an Order or part thereof is delayed for more than [six] weeks due to force majeure as referred to in article 10.5, both the Customer and Vanguard shall be entitled to cancel the Order or, if only part of the Order is delayed, to cancel the Order as far as the Order has not yet been delivered. Upon cancellation, the Customer's payment obligations for the cancelled part of the Order ends. The Customer shall not be entitled to any compensation.

10. Liability of Vanguard

- 10.1. Vanguard is only liable for lack of conformity of products to the extent that the lack of conformity is caused solely by acts or omissions on the part of Vanguard, to be proven by the Customer, and provided that the Customer has complained about the lack of conformity in due time as referred to in article 8. Vanguard's liability shall be limited to delivery of substitute products or reimbursement of the purchase price. Any rights of the Customer in this regard expire (*vervalen*) one year after the date of delivery of the Order.
- 10.2. Vanguard is only liable for damage other than the damage referred to in article 10.1 if such damage is caused solely by acts or omissions on the part of Vanguard and if the Customer has complained about the event giving rise to such damage in due time as referred to in article 8. The liability is limited to the value of the Order the damage relates to. Vanguard's liability shall never exceed the amount paid out in the applicable case under its liability insurance. The liability of Vanguard for indirect loss, such as loss of business, lost profits, missed savings or loss of goodwill, is excluded at all times.
- 10.3. The Customer shall indemnify Vanguard for any amount that Vanguard may become obliged to pay to any third party over and above the limitation of liability referred to above. The Customer is obliged to defend any action brought before the court dealing with any claim for compensation brought against Vanguard in consequence of any damage allegedly caused by the products.
- 10.4. The limitation of liability as referred to in article 10.1, 10.2 and 10.3 shall not apply if and as far as the damage suffered by the Customer is caused by wilful misconduct or gross negligence of one of Vanguard's executives.
- 10.5. Vanguard is not liable for any delay, lack of conformity or damage to the Customer caused by circumstances beyond Vanguard's control (*force majeure*). For the purpose of these Terms, *force majeure (overmacht)* is deemed to include circumstances such as war, warlike conditions, fire, natural disasters, strikes, boycotts, labour disputes, non-conformity of products supplied by third parties, delays caused by third parties, as well as import and export bans or restrictions imposed by a government.

11. Confidentiality

- 11.1. Unless otherwise agreed in writing, Vanguard and the Customer shall maintain confidentiality in relation to each other's business affairs and trade secrets of which they become aware during their performance of an Order or their obligations under these Terms.
- 11.2. Either party is allowed to disclose the confidential information referred to in article 11.1 (i) to its professional advisors or (ii) if and as far as required by law or a judicial decision, provided that the party intending to disclose any confidential information uses its best endeavours to inform the other party in advance of the disclosure and takes reasonable steps, including any reasonably requested by the other party, to avoid or limit the extent of the disclosure.
- 11.3. If the Customer is found to be in breach of any obligations arising from this article 11, it will be obliged to pay to Vanguard, without any notice of default being required, a penalty of € 25,000 for each violation and of € 2,500 for each day or part thereof that this violation continues. In addition to this penalty, Vanguard has the right to claim damages from the Customer.

12. Intellectual Property

- 12.1. The Customer agrees that all product formulas, designs, trademarks, tradenames, trade secrets and documentation are the property of Vanguard, regardless of whether these are protected by any laws of intellectual property.
- 12.2. The Customer shall not in any way infringe the rights of Vanguard referred to in article 12.1, nor induce any other party to do so. In particular, the Customer shall not, directly or indirectly, with or without the involvement of third parties: copy any of the products supplied by Vanguard, manufacture or market imitations of such products, or manufacture or market any product which serves a similar purpose, nor shall it induce any third party to do any of the foregoing.
- 12.3. If the Customer is found to be in breach of any obligations arising from this article 12, it will be obliged to pay to Vanguard, without any notice of default being required, a penalty of € 25,000 for each violation and of € 2,500 for each day or part thereof that this violation continues. In addition to this penalty, Vanguard has the right to claim damages from the Customer.

13. Applicable Law and Jurisdiction

- 13.1. These Terms, as well as any Orders and agreements to which these Terms apply, shall be governed and construed solely in accordance with the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 13.2. Any disputes or controversies arising out of or in connection with these Terms or an Order or agreement to which these Terms apply, will be settled solely by the competent court of Amsterdam, the Netherlands.