

Article 1. Definitions

1. 2Connect: the private limited company 2Connect B.V., (Chamber of Commerce 18057952), having its registered office and principal place of business at (5145 RM) Waalwijk at Gompstraat 17.
2. The Customer: being the commissioning party, the (intended) contracting party of 2Connect..
3. Agreement: the agreement concluded between 2Connect and The Customer.
4. Terms and Conditions: the present terms and conditions.

Article 2. Conclusion of an Agreement

1. An Agreement is concluded as a result of:
 - a. The Customer tacitly accepting a quotation from 2Connect or;
 - b. The Customer accepting a quotation from 2Connect in writing (or by e-mail) or;
 - c. (following a request from The Customer) by 2Connect sending confirmation of the Agreement to The Customer.
2. The Agreement will be concluded in accordance with the quotation ((in case of Article 2.1.a, unless The Customer has notified 2Connect of its objections in writing within 48 (forty-eight) hours after receipt of the quotation or (whichever is earlier) within 12 (twelve) hours after the execution of the Agreement has started)).
3. Any changes to/additions to the Agreement can only be agreed in writing. 2Connect reserves the right to unilaterally change these Terms and Conditions.
4. If any provisions in a quotation or confirmation of the Agreement are inconsistent with provisions contained in the Terms and Conditions, the former provisions will prevail.
5. The Customer cannot derive any rights from information contained in quotations, leaflets, advertising materials or the 2Connect website.
6. Any (purchasing) conditions of The Customer are never applicable to the Agreement;

Article 3. Obligations on the part of 2Connect

1. If no specific standards or regulations have been agreed, 2Connect will deliver in accordance with what 2Connect could reasonably assume.
2. If a model, example or sample has been shown or provided by 2Connect, this will only be presumed to have been shown or provided by way of indication. The goods offered by 2Connect may deviate slightly from any samples, models or illustrations made available or provided to The Customer by 2Connect. Because special cables are supplied in accordance with manufacturing lengths, the products supplied may deviate from the agreed length by up to a maximum of 10%.
3. 2Connect does not offer The Customer any guarantees with regard to the quality or (special) properties of the goods, unless explicitly agreed in writing. Such guarantees can only be invoked by The Customer if it itself has fulfilled all its (payment) obligations towards 2Connect.
4. 2Connect has the right to have the work carried out by others (in part).
5. Deadlines applicable to 2Connect are not final unless the parties have explicitly agreed otherwise in writing in the Agreement. An agreed deadline applicable to 2Connect will only commence after the Agreement has been concluded and all the information essential for the execution of the Agreement is in 2Connect's possession. An agreed deadline applicable to 2Connect will be extended at least by the number of days that have elapsed between the moment the Agreement was concluded and the moment when all the information essential for the execution of the Agreement is in 2Connect's possession.

Article 4. Obligations on the part of The Customer

1. The Customer is obliged, at 2Connect's first request and on its own initiative, to share all information with 2Connect needed to execute the Agreement.
2. Unless otherwise agreed, prices are exclusive of VAT, transport, assembly and packaging.
3. Price increases resulting from verbal or written requests by The Customer for additions and/or changes to the Agreement and/or the specifications of the goods to be delivered are payable by The Customer in full.
4. All costs resulting from circumstances which 2Connect did not reasonably have to take into account when concluding the Agreement, are for The Customer's account.

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5. All payments by The Customer to 2Connect must be deposited into a bank account number to be designated by 2Connect, without deduction and/or settlement, in Euros and at the latest thirty (30) days after the invoice date but always before the time of delivery (see Article 8). This is a 'payment deadline' within the meaning of Article 6:83a of the Dutch Civil Code.
6. If indicated by 2Connect, The Customer is entitled and obliged to (also) settle the amount in a way other than in cash, for example - but not limited to - by transfer of goods (in lieu of payment).
7. In the event of failure to pay on time, The Customer is in default by operation of law with the following consequences at least:
 - a. The Customer will owe interest of 10% per annum on the outstanding invoice/invoices;
 - b. The Customer will owe extrajudicial collection costs of 15% of the outstanding invoice/invoices with a minimum of € 250,-;
 - c. If 2Connect engages The Customer in legal proceedings with regard to its payment obligations, The Customer will also owe the actual costs that 2Connect has to incur (such as lawyer's fees, bailiff's fees, court registry fees, etc.) in addition to the costs referred to in the previous paragraphs.
8. Any payments made by The Customer will first be deducted from all costs and interest due and then from the longest outstanding invoices, even if The Customer states that a payment relates to (a) later invoice(s).

Article 5. Contract deviations

1. Any changes to the work will in any case result in additional work if:
 - a. there is a change in the design, specifications or contract documents;
 - b. the information provided by The Customer does not correspond to the actual situation;
 - c. estimated quantities deviate by more than 5%.
2. Additional work will be calculated on the basis of the price-determining factors applicable at the time the additional work is performed. The Customer is obliged to pay the price of the additional work at 2Connect's first request, without suspension or settlement (not even in the case of less work).
3. Changes to the work will only result in less work if/when:
 - a. 2Connect has agreed in writing not to carry out the contract reduction;
 - b. The contract reduction actually results in a cost saving for 2Connect and 2Connect has confirmed this to The Customer in writing;
4. Contract reductions are calculated on the basis of the amounts budgeted by 2Connect and only include savings of materials and external costs, under no circumstances savings of internal costs of 2Connect (such as staff costs).

Article 6. Quality and complaints

1. Immediately upon delivery (in any case within seven (7) days after receipt) The Customer must check the goods delivered for quantities, quality, visible damage, properties or defects and report this to 2Connect in writing or by e-mail, quoting the order and/or invoice number accompanied by (a copy of) the waybill. Once this period has expired, the goods are deemed to comply with the Agreement.
2. The Customer can no longer invoke any defects other than those referred to in the previous paragraph if it has not complained to 2Connect in writing within seven (7) days after it has discovered the defect or should reasonably have discovered it.
3. If The Customer processes the goods or has them processed in whole or in part, then The Customer has approved the goods. In that case, 2Connect's liability will cease.

Article 7. Delivery

1. Unless otherwise agreed, the delivery of goods will take place ex works from a (Dutch) branch of 2Connect.
2. The risk for the goods is transferred to The Customer at the time of delivery.
3. 2Connect may deliver the goods in units of consignment (partial deliveries).
4. The Customer is obliged to take delivery of the goods.
5. In the case of delivery ex works 2Connect, the obligation to take delivery starts the moment 2Connect informs The Customer that the goods are ready for delivery, after which The Customer must collect the goods within a period of seven (7) days at the latest.

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6. If delivery to The Customer's address has been agreed, The Customer must take delivery of the goods when 2Connect delivers them to that address. If a delivery address has not been explicitly agreed in writing, 2Connect may deliver the goods to The Customer's address known to 2Connect or as appears in the commercial register. Transport of the goods at all times takes place at The Customer's expense and risk, also in the case of carriage paid delivery by a carrier to be designated by 2Connect.
7. If The Customer does not take delivery of the goods or fails to do so on time, The Customer will be in default without further notice of default being required. In that case 2Connect is entitled to store the goods at The Customer's cost and risk or to sell them to a third party at any price 2Connect deems reasonable under the given circumstances. The Customer will still owe the full purchase price and delivery costs, without prejudice to the provisions laid down elsewhere in the Terms and Conditions. If 2Connect sells the goods to a third party, 2Connect may decide to reduce the amount owed by The Customer with the net proceeds of the sale to that third party.
8. Necessary packaging will be calculated at cost price and will not be taken back unless explicitly agreed otherwise in writing. The necessity of the use of packaging is at 2Connect's discretion.

Article 8. Retention of title

1. Delivery takes place under extensive retention of title. All goods delivered by 2Connect remain the property of 2Connect until The Customer has fulfilled all its payment obligations under all agreements concluded between the parties (including obligations to pay interest or (collection) costs) or otherwise towards 2Connect. As long as The Customer has not fulfilled its payment obligations, The Customer undertakes towards 2Connect to treat the goods delivered with due care, to keep them insured and not to pledge, process, transfer or hand them over to third parties. In case of non-fulfilment of this obligation, the entire purchase price involved in the Agreement will become immediately due and payable.
2. If The Customer fails to fulfil its obligations towards 2Connect, 2Connect has the right to immediately take back the goods of which ownership is retained. Insofar as necessary, The Customer will grant 2Connect, at its first request, immediate access to buildings and/or sites, of which The Customer is the owner or manager, so that 2Connect can recover its property.
3. Payments made by The Customer are first and foremost and as much as possible attributed to claims by 2Connect to which no retention of title applies.

Article 9. Force majeure

1. If 2Connect cannot fulfil its obligations towards The Customer due to a non-attributable shortcoming, there is a situation of force majeure. Force majeure is taken to mean, among other things, in addition to what it is taken to mean in law and case law, all external causes, foreseen and unforeseen, on which 2Connect cannot exert any influence, as a result of which the fulfilment of its obligations towards The Customer is completely or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected of 2Connect, regardless of whether that circumstance was foreseeable at the time of the conclusion of the Agreement. These circumstances include: strike, lockout, fire, machine failure, stagnation or other production problems by the suppliers of 2Connect and/or measures of any government body (such as recall actions), as well as the absence of any government licence/permit to be obtained.
2. In the event of force majeure:
 - a. The Customer is not authorised to dissolve the Agreement and;
 - b. the fulfilment of 2Connect's obligations will be suspended for the duration of the force majeure situation and;
 - c. The Customer is not entitled to any (damage) compensation, not even if 2Connect could have some benefit as a result of the force majeure.
3. If any force majeure situation has lasted 2 (two) months, 2Connect has the right to dissolve the Agreement in writing in full or in part. If 2Connect has partially fulfilled its obligation, it is entitled to a proportional part of the agreed price based on the work already carried out and the costs incurred.

Article 10. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, 2Connect retains the copyrights, patent rights and all other industrial and/or intellectual property rights to the goods sold, quotations made, designs provided, images, drawings, (test) models, formulas, software etc. it has provided.
2. Unless explicitly agreed otherwise in writing, the rights to the information referred to in this Article remain the property of 2Connect, regardless of whether costs have been charged to The Customer for the production of it.
3. All information, oral or written, provided by 2Connect to The Customer remains the property of 2Connect and may only be used by The Customer for the purpose for which it has been provided.
4. The Customer will not provide the information belonging to 2Connect to third parties, in any way whatsoever, except insofar as this is reasonably necessary in connection with the proper execution of the Agreement and only after and insofar as a confidentiality obligation has been agreed

Article 11. Liability on the part of The Customer

1. The Customer is responsible for the information provided by or on behalf of it, such as prescribed constructions, materials and working methods or orders, directions and instructions given.
2. The Customer is liable for all damage resulting from errors in the above-mentioned information provided by it or defects in goods, building materials, materials or auxiliary plant and equipment made available by it or prescribed by it.
3. The Customer indemnifies 2Connect against claims of third parties with regard to damage as referred to above.
4. The consequences of the compliance (by 2Connect or third parties) with statutory regulations or government decisions are for The Customer's account, regardless of whether the cause/necessity of such compliance is attributable to The Customer, 2Connect or a third party. 2Connect is not liable towards The Customer for damage resulting from the above-mentioned compliance and The Customer is obliged at 2Connect's first request to cooperate with the above-mentioned compliance and to reimburse all damage and costs incurred by 2Connect due to the above-mentioned compliance.
5. The Customer is liable for damage resulting from work performed or deliveries made by third parties by or on behalf of it.

Article 12. Liability on the part of 2Connect

1. 2Connect is not liable for any indirect damage of The Customer or a third party in connection with (the execution of) an Agreement, goods or services provided by 2Connect, including consequential damage, immaterial damage, business or environmental damage.
2. Any liability for direct damage on the part of 2Connect towards The Customer, for whatever reason, is limited per event (whereby a related series of events counts as one event) to the actual invoice amount paid by The Customer to 2Connect for the relevant month in which the damage took place, excluding shipping costs, but is in any case limited to the amount for which 2Connect is insured and its insurance actually pays out.
3. The exclusion of liability in this Article with regard to direct damage is not applicable, if the damage is caused by intent or gross negligence on the part of 2Connect or its executive staff.
4. Unless the damage is caused by intent or gross negligence on the part of 2Connect or its executive staff, The Customer will indemnify 2Connect against all claims by third parties, directly or indirectly related to (the use of) the goods and will reimburse 2Connect for all damage suffered by 2Connect, including (legal) consultancy fees, as a result of such claims.
5. The Customer can only invoke the obligations, as ensuing from this Article, if it itself has fulfilled all its obligations towards 2Connect.
6. Any right of claim of The Customer vis-a-vis 2Connect for any reason whatsoever expires at the latest one year after delivery of the goods sold to The Customer.

Article 13. Suspension, offsetting and dissolution

1. The Customer is not entitled to suspend or offset its obligations.
2. In the following cases The Customer is in default by operation of law and 2Connect has the right to dissolve the Agreement - without any notice of default or judicial intervention being required - in full or in part out of court:
 - a. if The Customer applies for bankruptcy or (provisional) suspension of payment, or if The Customer is declared bankrupt, (provisional) suspension of payment is granted, or if The Customer is put under administration or guardianship by virtue of a statutory provision;
 - b. if The Customer transfers, liquidates, shuts down or ceases (parts of) its business or, at least, all or part of its activities;
 - c. if a prejudgment attachment or execution order is made against The Customer;
 - d. if 2Connect has good reason to fear that The Customer will fail to fulfil its obligations.
3. In case of dissolution by 2Connect on the basis of the previous paragraph, The Customer will owe 2Connect a penalty of 50% of the purchase price (including shipping costs) and/or contract sum, by operation of law without prejudice to 2Connect's right to claim damages. Article 6:92 of the Dutch Civil Code does not apply.
4. 2Connect is at all times entitled to demand security and/or advance payment from The Customer for the fulfilment by The Customer of its obligations under the Agreement. The Customer will comply with this on first request. If The Customer does not provide any security or does not provide enough and/or does not pay in advance, 2Connect is entitled to dissolve the Agreement. In that case, The Customer is liable for all damage suffered by 2Connect.

Article 14. Applicable law and disputes

1. The Agreement is governed solely by Dutch law.
2. Only the court of Zeeland-West-Brabant has jurisdiction to settle disputes arising from the Agreement, unless 2Connect opts for the court with territorial jurisdiction or for arbitration.