

Article 1. Definitions

1. AI Trading: AI Trading B.V., a private company with limited liability (Chamber of Commerce number 89867181).
2. The Customer: the (intended) contracting party of AI Trading.
3. Agreement: the agreement entered into between AI Trading and The Customer.
4. Terms and Conditions: these terms and conditions.

Article 2. Formation of the Agreement

1. An Agreement is formed because:
 - a. The Customer has tacitly accepted a quotation from AI Trading; or
 - b. The Customer has accepted a quotation from AI Trading in writing (or by email); or
 - c. (following an application by The Customer) AI Trading has sent The Customer a confirmation of the Agreement.
2. The Agreement is formed in accordance with the quotation (in the case of article 2.1.a, unless The Customer notifies AI Trading in writing of its objections within 48 (forty-eight) hours of receipt of the quotation or, if earlier, within 12 (twelve) hours of the start of the performance of the Agreement) or in accordance with the confirmation of the Agreement (unless The Customer notifies AI Trading in writing of its objections within 7 (seven) days of the date of dispatch of the confirmation).
3. Amendments and additions to the Agreement must be agreed in writing. AI Trading reserves the right to unilaterally amend these Terms and Conditions.
4. If a provision in a quotation or confirmation of the Agreement conflicts with the Terms and Conditions, the former prevails.
5. The Customer cannot derive any rights from information in quotations, leaflets or advertising materials or from AI Trading' website.

Article 3. AI Trading' obligations

1. Unless specific standards or instructions are agreed, AI Trading delivers its products in accordance with what AI Trading could reasonably assume.
2. The products offered by AI Trading may differ slightly from the samples, models or images that AI Trading has made available or provided to The Customer.
3. AI Trading does not offer The Customer guarantees as to the quality or properties of the products unless explicitly agreed in writing. The Customer can only invoke such guarantees if it has performed all its obligations (including payment obligations) towards AI Trading.

Article 4. The Customer's obligations

1. At AI Trading' first request and on its own initiative, The Customer must share with AI Trading all the information that is required to perform the Agreement.
2. Unless otherwise agreed, prices are exclusive of Dutch VAT, transport, handling and packaging.
3. Any price increases resulting from additions and/or amendments to the Agreement and/or the specifications of the products to be delivered which are made at the oral or written request of The Customer will be for the latter's account.
4. All costs resulting from circumstances that AI Trading did not reasonably have to take into account when entering into the Agreement will be for The Customer's account.
5. The Customer will make any payments to AI Trading into a bank account number to be designated by AI Trading, without set-off, in the agreed currency and by the date agreed in the terms of delivery. This is a 'term set for satisfaction' within the meaning of Article 6:83(a) of the Dutch Civil Code.
6. If indicated by AI Trading, The Customer may and must pay by means other than cash, e.g. by transfer of goods (tendering in payment).
7. If The Customer fails to pay in time, it will be in default by operation of law. This will in any event have the following consequences:
 - a. The Customer will owe interest of 1.5% a month 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 AI Trading takes The Customer to court on account of its failure to pay, The Customer will also owe the actual costs incurred by AI Trading for that purpose (such as lawyer's fees, bailiff's fees, court fees, etc.) in addition to the costs set out in the preceding paragraphs.
8. Payments made by The Customer will first serve to reduce the costs and interest due, followed by due and payable invoices that have been outstanding the longest, even if The Customer states that a payment relates to a later invoice (or invoices).

Article 5. Quality and complaints

1. Immediately upon delivery (and in any case within twenty-four (24) hours of receipt), The Customer must check the quantity, quality, visible damage, properties or defects of the delivered products and report them to AI Trading in writing or by email, stating the order and/or invoice number and accompanied by the waybill (or a copy of the waybill). Failing this, the products will be deemed to comply with the Agreement.
2. The Customer cannot claim any defects other than those referred to in the previous paragraph if it has not complained in writing to AI Trading within twenty-four (24) hours after it discovered or reasonably should have discovered the defect.
3. Once The Customer has processed all or part of the products or has had them processed, it has approved the products, upon which AI Trading' liability lapses.

Article 6. Retention of title

1. The products are delivered under extended retention of title. All products delivered by AI Trading remain its property until The Customer has performed all payment obligations under all the agreements the parties have concluded (including any obligations to pay interest, collection costs or other costs) or on any other account. As long as The Customer has not performed its payment obligations, The Customer must treat the delivered goods with due care and keep them insured and may not pledge, process or transfer them or hand them over to third parties. If The Customer fails to perform this obligation, the entire purchase price involved in the Agreement will become immediately due and payable.
2. If The Customer fails to perform its obligations towards AI Trading, the latter may immediately take back the products whose title it had retained. Where necessary and at AI Trading' first request, The Customer will immediately grant AI Trading access to buildings and/or land which The Customer owns or manages to allow AI Trading to revendicate its property.
3. To the extent possible, payments made by The Customer will first and foremost be allocated to AI Trading' claims that are not subject to retention of title.

Article 7. Force majeure

1. If AI Trading is unable to perform its obligations towards The Customer due to a failure beyond its control, this will be regarded as a force majeure event. A force majeure event is understood to include, in addition to what is understood by it in law and case law, any and all external causes, foreseen and unforeseen, on which AI Trading cannot exert any influence and by reason of which it is unable to perform its obligations towards The Customer, either fully or in part, or by reason of which it cannot reasonably be expected to perform its obligations, regardless of whether this circumstance was foreseeable at the time of the conclusion of the Agreement. Such circumstances include: strike, lockout, fire, breakdown of machinery, stagnation or other problems in the production by AI Trading' suppliers and/or measures taken by a government body (such as recalls), as well as the absence of any permit or licence to be obtained from the government.
2. In case of a force majeure event:
 - a. The Customer may not terminate the Agreement; and
 - b. the performance of AI Trading' obligations will be suspended for the duration of the force majeure event; and

- c. The Customer will not be entitled to damages or compensation, not even if AI Trading benefits in any way from the force majeure event.
3. If the force majeure event has lasted for 2 (two) months, AI Trading may terminate the Agreement in writing, either fully or in part.

Article 8. Intellectual and industrial property

1. Unless explicitly agreed otherwise in writing, AI Trading retains the copyright, patent rights and all other industrial and/or intellectual property rights to products it has sold, to offers it has made and to designs, images, drawings, (test) models, recipes, software, etc. it has provided.
2. Unless explicitly agreed otherwise in writing, the rights to the data referred to in this article will remain the property of AI Trading regardless of whether costs have been charged to The Customer for their production.
3. All oral and written information that AI Trading provides to The Customer remains the property of AI Trading and may only be used by The Customer for the purpose for which it was provided.
4. The Customer will not in any way disclose AI Trading' information to third parties unless it is reasonably required to do so in connection with the proper performance of the Agreement, in which case it will only do so after and to the extent that a duty of confidentiality is agreed. This does not include the necessary explanation of the product and its proper handling.

Article 9. The Customer's liability

1. The Customer is responsible for the information provided by it or on its behalf, such as constructions, materials and working methods it prescribes or orders, directions and instructions it gives.
2. The Customer is liable for any damage resulting from errors in the aforesaid information or defects in products, building materials, materials or tools it makes available or prescribes.
3. The Customer indemnifies AI Trading against third-party claims in respect of the aforesaid damage.
4. The consequences of compliance (by AI Trading or third parties) with statutory regulations or government orders will be for The Customer's account, regardless of whether the cause/necessity of such compliance must be attributed to The Customer, AI Trading or a third party. AI Trading will not be liable to The Customer for any damage resulting from the aforesaid compliance and The Customer must co-operate with the aforesaid compliance at the first request of AI Trading and compensate all damage and costs incurred by AI Trading as a result of the aforesaid compliance.
5. The Customer is liable for damage resulting from work or deliveries carried out by it or by third parties on its instructions.

Article 10. AI Trading' liability

1. The cumulative liability (or cumulative liabilities), based on any legal ground or grounds, may not result in AI Trading having to pay a sum of money to The Customer that exceeds the invoice amount actually paid by The Customer to AI Trading for the relevant month in which AI Trading is held liable excluding shipping costs, and will in any event be limited to the amount for which AI Trading is insured and which its insurance pays out. AI Trading' total liability is limited to this amount.
2. AI Trading is not liable for any indirect damage of The Customer or a third party in connection with the performance of an Agreement or a product or service provided by AI Trading, including consequential damage, immaterial damage, trading loss or environmental damage.
3. The exclusion of liability in this article will not apply if the damage is the result of intent or gross negligence of AI Trading or its senior staff.
4. Unless the damage is the result of intent or gross negligence of AI Trading or its senior staff, The Customer must indemnify AI Trading against all claims by third parties that are directly or indirectly related to the products or their use and The Customer must compensate all of AI Trading' damage, including legal consultant's or other consultant's fees, which AI Trading suffers as a result of such claims.
5. The Customer may only invoke the obligations that arise from this article, if it has itself performed all of its obligations to AI Trading.

6. Any right of action on any account by The Customer against AI Trading becomes extinguished no later than one year after delivery of the products sold to The Customer or performance of the Agreement.

Article 11. Suspension, set-off and termination

1. The Customer may not suspend or set off its obligations.
2. In the following cases, The Customer is in default by operation of law and AI Trading may terminate the Agreement, either fully or in part, without any notice of default and without the necessity of court proceedings:
 - a. if The Customer files for bankruptcy or suspension of payments (either provisionally or otherwise) or is declared bankrupt, if suspension of payments is granted (either provisionally or otherwise), or if The Customer is placed under administration or guardianship under the terms of the law;
 - b. if the Customer transfers, winds up, shuts down or discontinues all or part of its business;
 - c. if a pre-or post-judgment attachment is levied against The Customer;
 - d. if AI Trading has good reason to fear that The Customer will fail in the performance of its obligations.
3. If AI Trading terminates the Agreement on any of these grounds, The Customer will automatically become liable to AI Trading for a penalty of 25% of the purchase price (including shipping costs), without prejudice to AI Trading's right to claim damages. Article 6:92 of the Dutch Civil Code does not apply.
4. AI Trading may at all times require security and/or advance payment from The Customer for the performance of its obligations under the Agreement. The Customer must comply with AI Trading's first request to that effect. If The Customer does not provide security or provides insufficient security and/or does not make any advance payment, AI Trading may terminate the Agreement. In that case, The Customer will be liable for any and all damage suffered by AI Trading.

Article 12. Applicable law and disputes

1. The Agreement is governed solely by Dutch law.
2. The District Court of Zeeland-West-Brabant, location Breda, the Netherlands, has exclusive jurisdiction to settle disputes arising from the Agreement, unless AI Trading brings an action before a court with territorial jurisdiction.