

# General Sales and Delivery Terms

Version 3.0 – November 2024

## Article 1 – Definitions

The following definitions apply in these terms and conditions:

1. Day: Calendar day;
2. Customer: A natural or legal person acting in the exercise of their profession or business who enters into an agreement with Twindis and/or registers on the Website;
3. Twindis: MyMicro Group B.V., located at Voorde 17-19, 5807 EZ Oostrum, registered in the Dutch Chamber of Commerce under number 56595581, operating under the name Twindis;
4. Agreement: Any arrangement or contract between Twindis and the Customer, of which these General Terms and Conditions are an integral part;
5. Written: For the purposes of these terms and conditions, "written" also includes communication via email and fax, provided the sender's identity and the integrity of the email are sufficiently established;
6. Website: The Twindis website, accessible via [www.twindis.com](http://www.twindis.com) and all associated subdomains;
7. General Terms and Conditions: These General Terms and Conditions.

## Article 2. Applicability

1. These General Terms and Conditions apply to all offers, Agreements, and deliveries from Twindis, unless expressly agreed otherwise in writing.
2. If the Customer includes terms or conditions in their order, confirmation, or communication of acceptance that differ from or do not appear in the General Terms and Conditions, these will only be binding on Twindis if and to the extent expressly accepted by Twindis in writing. The applicability of the Customer's general terms and conditions is expressly rejected by Twindis.
3. If these terms and conditions are drafted in a language other than Dutch, the Dutch text will always prevail in case of differences.

## Article 3. Prices and Information

1. All prices listed on the Website and in other materials originating from Twindis are exclusive of VAT and, unless stated otherwise on the Website, any other charges imposed by the government.
2. If shipping costs are charged, these will be clearly stated in advance before the Agreement is concluded. Additionally, these costs will be shown separately during the order process.
3. The content of the Website is compiled with the utmost care. However, Twindis cannot guarantee that all information on the Website is always accurate and complete. All prices and other information on the Website and in other materials from Twindis are subject to obvious programming and typographical errors.
4. The prices are based on the prices, exchange rates, wages, taxes, duties, etc. in effect at the time of the offer. In case of an increase in one or more of the cost factors after the agreement has been concluded, Twindis is entitled to reasonably increase the price accordingly. Such a price increase does not give the Customer the right to terminate the agreement.

#### **Article 4. Agreement**

1. The Agreement is concluded at the moment the Customer accepts the offer from Twindis and meets the conditions set by Twindis.
2. For deliveries where no order confirmation is sent due to the nature and/or scope, the invoice will also serve as an order confirmation. The order confirmation and/or invoice are deemed to accurately and completely reflect the agreement unless the Customer objects in writing within three (3) working days after the invoice date.
3. Twindis may investigate, within legal frameworks, whether the Customer can meet their payment obligations, as well as any facts and factors relevant to responsibly entering into the Agreement. If Twindis has valid grounds to not enter into the Agreement based on this investigation, it is entitled to refuse an order or request or to impose special conditions, such as advance payment.
4. If an offer is accepted by the Customer, Twindis has the right to revoke the offer within three (3) working days after receiving the acceptance. Twindis will notify the Customer of such a revocation immediately.
5. If it appears that incorrect information was provided by the Customer when accepting or otherwise entering into the agreement, Twindis has the right to fulfill its obligation only after receiving the correct information.

#### **Article 5. Registration**

1. To make optimal use of the Website, the Customer must create an account through the account registration option on the Website.
2. During the registration process, the Customer selects a username and password that will allow them to log in to the Website after registration. The Customer is responsible for selecting a sufficiently secure password.
3. The Customer must keep their login details, username, and password strictly confidential. Twindis is not liable for misuse of the login details and may always assume that a Customer logging into the Website is indeed that Customer. Anything that happens through the Customer's account is the responsibility and risk of the Customer.
4. If the Customer knows or suspects that their login details have been obtained by unauthorized persons, they must change their password as soon as possible and/or notify Twindis so that appropriate measures can be taken.

#### **Article 6. Complaints**

1. Twindis advises the Customer to inspect the delivered products and report any defects within a reasonable time, preferably in writing.
2. Complaints regarding defects in the fully or partially delivered goods must be reported in writing to Twindis within three (3) working days of delivery, specifying the delivery or invoice number of the relevant shipment, failing which the Customer's right to complain is forfeited. The use of the goods is considered acceptance.
3. The Customer will cooperate fully in the investigation of the complaint, including allowing Twindis to investigate all relevant circumstances surrounding the complaint and keeping the goods being complained about available for Twindis. If the Customer does not cooperate or if investigation is no longer possible, the complaint will not be processed, and the Customer will have no claims in this regard. If the complaint is upheld, the cost of the investigation will be borne by Twindis according to the conditions specified in the Twindis RMA conditions. If the complaint is rejected, the costs will be borne by the Customer, and the cost amount is described in the Twindis RMA conditions.

4. The Customer may not derive any rights from the processing of a complaint. Filing a complaint does not give the Customer the right to withhold (payment) obligations from Twindis or to invoke suspension or set-off.
5. The Customer is obliged to immediately cease the use, processing, handling, and/or installation of the relevant goods and to do everything reasonably possible to prevent (further) damage.
6. The Customer is obliged to immediately cease the use, processing, handling, and/or installation of the relevant goods and further do everything reasonably possible to prevent (further) damage.
7. Provided that a complaint has been submitted in a timely, correct, and in accordance with this article, and Twindis deems that the Customer has sufficiently demonstrated that the goods do not conform to what was agreed upon, Twindis has the option to either replace the non-compliant goods with new goods upon their return, repair the relevant goods, refund the purchase price or credit the invoiced amount, or grant the Customer a mutually agreed-upon discount on the price. If this is reasonably not possible for Twindis, the Customer has the right to dissolve the agreement, unless the breach does not justify dissolution. By fulfilling one of the aforementioned actions, Twindis is fully released from its obligations. The Customer may not return the goods before Twindis has agreed to do so in accordance with the applicable RMA Conditions. In no case is Twindis liable for reimbursement of other costs and/or damages.
8. Complaints regarding invoices must also be submitted in writing within eight (8) days after the invoice date.

#### **Article 7. Payment**

1. Unless otherwise agreed in writing, payment must be made by deposit or transfer to a bank account designated by Twindis within eight (8) days of the invoice date. The value date mentioned on Twindis' bank statements will be considered the payment date.
2. Payment must be made without any set-off or suspension for any reason whatsoever.
3. Payment must be made in full, unless payment in installments has been agreed upon, in which case each overdue installment is considered a separate payment.
4. If the Customer does not timely fulfill its payment obligations, it will owe statutory interest on the outstanding amount after the payment term has passed, without further notice of default, and Twindis is entitled to charge the extrajudicial collection costs incurred. These collection costs are a maximum of: 15% on outstanding amounts up to €2,500; 10% on the next €2,500; and 5% on the next €5,000, with a minimum of €150. Twindis may deviate from these amounts and percentages in favor of the Customer.
5. If the Customer fails to fulfill any obligation arising from the agreement or requests a suspension of payments, becomes insolvent, closes or transfers its business, or if a seizure is imposed, or in the event of reasonable grounds for the Customer's non-performance, all claims of Twindis against the Customer will immediately become due. Twindis also has the right to dissolve the agreement, to the extent it has not yet been fully performed, without further notice of default or judicial intervention and to reclaim the delivered but unpaid goods, all without prejudice to Twindis' right to payment or compensation, and its right to suspend further performance of the agreement.

## **Article 8. Retention of Title**

1. All goods delivered to the Customer remain the property of Twindis until full payment of the claim, including any interest and costs.
2. The Customer is obligated to treat the goods with care and to insure them against usual risks. The Customer may not encumber, rent, sell, or use the goods or establish (silent) liens on them, without Twindis' written consent, as long as the Customer has not fully fulfilled its obligations to Twindis. However, the Customer is allowed to use or sell the goods in the normal course of business, provided that until the Customer has fully paid for the goods and met its obligations under similar agreements with Twindis, Twindis steps into the Customer's rights against its customers. The Customer will, if necessary, transfer these rights to Twindis, which Twindis accepts. The Customer is not permitted to sell the goods in the normal course of business if the Customer has requested suspension of payments or has been declared bankrupt.
3. If Twindis is the owner of the goods, the Customer must immediately notify Twindis if the goods are seized or if any claim is made on (any part of) the goods. Furthermore, the Customer must notify Twindis of the location of the goods that belong to Twindis. In case of seizure or (temporary) suspension of payments, the Customer must immediately inform the seizing bailiff or administrator of Twindis' (ownership) rights. The Customer ensures that any seizure of the goods is immediately lifted.
4. If goods of the same type have been delivered under one or more unpaid invoices, the goods present with the Customer are deemed to have been delivered under the unpaid invoices.

## **Article 9. Delivery Time**

1. All delivery times indicated by Twindis are approximate and based on the information and circumstances known to Twindis at the time the agreement was entered into. Stated delivery times are not final deadlines. If a change in data and/or circumstances causes a delay, regardless of whether it was foreseeable, the delivery date will be adjusted accordingly, without prejudice to the provisions regarding force majeure below.
2. The delivery time starts only after an agreement has been concluded in accordance with Article 4, and the Customer has provided the necessary data and information to Twindis for the execution of the agreement, and Twindis has received any agreed-upon advance payment from the Customer.
3. Exceeding the delivery times stated by Twindis, for whatever reason, does not entitle the Customer to compensation or non-fulfillment of any obligation under the respective agreement or a related agreement.
4. If delivery is delayed, Twindis must be notified in writing, with a reasonable period for delivery still allowed. Only in the event of excessive delay (more than six (6) weeks) does the Customer have the right to dissolve the agreement, unless the delay is caused by force majeure. However, the Customer never has the right to claim any penalty or compensation.

## **Article 10. Delivery and Risk**

1. Unless otherwise agreed in writing, delivery takes place "Delivered at Place", the agreed destination (DAP, Incoterms 2020). From the moment of delivery, the risk (of loss, damage, etc.), regardless of the cause, passes to the Customer.
2. If delivery is agreed to take place in stages, Twindis may delay subsequent deliveries until the Customer has given written approval for the previous stage and has fulfilled all its (financial) obligations regarding the partial delivery. In the case of partial deliveries, Twindis is entitled to invoice them separately. The above (payment) terms also apply to each partial delivery.
3. Unless otherwise agreed, and if the Customer has opted for partial delivery, the number of partial deliveries per order will be limited to two. Initially, stock items will be delivered immediately. In the second and final stage, all remaining items from the order will be shipped.

4. If delivered goods are available for the Customer after the delivery time has passed but are not taken by the Customer, Twindis may, at its discretion, either:  
store the goods at the Customer's expense and risk; or  
dissolve the agreement without further notice and without judicial intervention, while maintaining Twindis' right to compensation for any damages or lost profits, plus statutory interest calculated from the moment the claim becomes due; or  
proceed with delivering the (remaining) goods and charge the financial obligations to the Customer.

The above is without prejudice to any other rights Twindis is entitled to.

5. If the Customer or their designated third party is not present at the agreed delivery time and place to receive the goods, Twindis is entitled to take the products back.
6. Twindis will offer the goods again at a time and/or date to be determined in consultation with the Customer, and will notify the Customer if additional costs for redelivery will be charged. If delivery is impossible, the payment obligation remains, and any extra costs, including those for return transport, will be charged to the Customer.

#### **Article 11. Force Majeure**

1. If Twindis is prevented from performing the agreement (further) due to force majeure, whether temporary or permanent, Twindis is entitled to dissolve the agreement wholly or partially by written notice without judicial intervention, without any obligation to compensate for damages, while maintaining Twindis' right to payment for services already performed before the force majeure situation occurred, or to suspend further execution of the agreement. In case of suspension, Twindis is still entitled to fully or partially dissolve the agreement.
2. Force majeure includes all circumstances that temporarily or permanently prevent Twindis from fulfilling its obligations, such as strikes, transport difficulties, fire, government measures, including import and export bans or restrictions, business interruptions at Twindis or its suppliers, as well as shortcomings by its suppliers that prevent Twindis from reasonably fulfilling its obligations.

#### **Article 12. Warranty**

1. Unless otherwise stated in Twindis' RMA Terms, if agreed, and subject to the provisions in Article 13.4, Twindis warrants to the Customer that the delivered goods meet the applicable specifications issued by Twindis for thirty (30) days after delivery. If the product specifications are neither known nor made available to the Customer, Twindis warrants to the Customer that the delivered goods will be free from material or construction defects during the same period. The warranty mentioned in the previous sentences applies only if the goods are used normally and carefully, and all instructions for use and other warranty provisions included in the agreement, Twindis' RMA Terms, and the warranty certificate are strictly and fully adhered to.
2. The warranty includes Twindis repairing the defective product, replacing it with a new product, replacing it with a product of equal age, quality, or higher, crediting the purchase price (excluding costs such as delivery charges, disposal fees, and removal costs originally invoiced in the order), or, upon mutual agreement, offering the Customer a discount on the price of a new product. The above options are solely at Twindis' discretion.
3. Defects must be reported in writing to Twindis in advance to be considered. Products returned to Twindis without prior explicit approval will be refused, as will postage unpaid shipments.
4. The warranty does not apply if the defects are wholly or partially caused by improper, careless, or unskilled use, use for purposes other than normal (business) use, external causes such as fire or water damage, or if the goods have been altered by parties other than Twindis or have not been professionally and regularly maintained, as described in Twindis' RMA Terms.

5. The transportation risk for returned products is the Customer's responsibility, who must ensure that the product is properly packaged. Depending on the product, the proper packaging method, type of packaging, and any legally required labels and/or identification features must be adhered to. The liability for damage and/or consequential damage due to failure to meet legal requirements regarding returns lies entirely with the sender. Costs incurred or yet to be incurred by the logistics provider chosen by the Customer resulting from rejected, disposed, or returned shipments are not subject to claims against Twindis in any form.

### **Article 13. Liability and Indemnification**

1. The liability of Twindis towards the Customer is limited to the fulfillment of the obligations described in Article 12.
2. If and to the extent that, despite the provisions in Article 13.3, Twindis holds any liability for any reason, such liability shall at all times be limited to the net purchase price of the goods giving rise to that liability, provided that Twindis will be liable only up to a maximum amount of €2500 per damage incident. A series of related damaging events shall be considered as one event/damage incident for the purpose of this article.
3. Except in cases of intent or gross negligence by Twindis and subject to mandatory legal liability under compulsory provisions, Twindis shall never be liable, neither under law nor contract, for any damage suffered by the Customer. Liability for indirect damage, consequential damage, immaterial damage, business damage, or environmental damage, as well as damage arising from liability towards third parties, is explicitly excluded.
4. Unless the damage is a direct result of gross negligence or intent by Twindis, the Customer shall indemnify Twindis against all claims from third parties, directly or indirectly related to (the use of) the delivered goods, and shall compensate Twindis for any damage it suffers as a result of such claims.
5. A condition for the establishment of any right to compensation is that the Customer reports the damage to Twindis in writing as soon as possible, but no later than fourteen (14) days after the occurrence of the damage.
6. In case of force majeure, Twindis is not required to compensate any damage incurred by the Customer as a result thereof.

### **Article 14. Applicable Law and Disputes**

1. These general terms and conditions, as well as all agreements concluded between the parties and the legal relationships arising therefrom, are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
2. All disputes arising from or related to the agreement to which these terms and conditions apply, or the terms and conditions themselves, including their interpretation or performance, shall be settled by the competent court in 's-Hertogenbosch or the competent court in the Customer's place of residence, at Twindis' discretion, unless otherwise agreed.

### **Article 15. Final Provisions**

1. The parties are mutually obligated to maintain full confidentiality towards third parties regarding confidential (business) information. The Customer is required to take measures to ensure that this confidentiality is observed by their employees. Information is considered confidential if this is communicated by the other party or if it follows from the nature of the information.
2. The Customer shall fully comply with national and other (including US) export restrictions regarding goods obtained under an agreement with Twindis, and shall impose this obligation on third parties in the event of resale or any form of transfer. The Customer indemnifies Twindis for any losses Twindis may suffer if the Customer fails to comply with these obligations.

3. The Customer may only use trade names, trademarks, and packaging used in trade by Twindis with written permission and at the direction of Twindis. The Customer is obliged to closely follow Twindis' instructions regarding the use of the trade names, trademarks, and packaging used by Twindis. All rights arising from intellectual and industrial property, as well as copyright, remain with Twindis or its suppliers.
4. If the circumstances on which the parties based the agreement at the time of its conclusion change significantly, such that compliance with one or more of these terms can no longer reasonably be required of one of the parties, discussions will take place regarding interim modifications to the agreement.
5. If a provision in these general terms and conditions proves to be void, this will not affect the validity of the entire terms and conditions. In that case, the parties will establish one or more new provisions to replace it, giving effect to the intention of the original provision as much as legally possible.
6. If Twindis does not always demand strict compliance with these terms and conditions, this does not mean that these terms and conditions are not applicable or that Twindis loses the right to require strict compliance in future, similar cases.
7. Twindis processes the Customer's personal data in accordance with the privacy statement published on the Website.

### **Contact Details**

If you have any questions, complaints, or comments after reading these General Terms and Conditions, please feel free to contact us in writing or by email.

Twindis

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