

Date

Friday 1st April 2024

Reference

24060131.002.v01

General Terms and Conditions OstiaNex B.V.

Article 1: Definitions In these general terms and conditions, the following terms are used:

- 1.1 OstiaNex B.V.: the private limited company, located at [Registered Address], registered with the Chamber of Commerce under number 93773323.
- 1.2 Client: any natural or legal person entering into an agreement with OstiaNex B.V. or to whom OstiaNex B.V. makes an offer.
- 1.3 Agreement: any agreement concluded between OstiaNex B.V. and the client, including amendments and additions thereto.
- 1.4 Products: all goods, services, and/or digital content offered by OstiaNex B.V.

Article 2: Applicability

- 2.1 These general terms and conditions apply to all offers, quotations, agreements, and deliveries of OstiaNex B.V., unless explicitly agreed otherwise in writing.
- 2.2 The applicability of any purchase or other conditions of the client is explicitly rejected.
- 2.3 If any provision of these general terms and conditions is declared invalid or null and void, the remaining provisions shall remain in full force and effect.

Article 3: Offers and Quotations

- 3.1 All offers and quotations of OstiaNex B.V. are non-binding unless explicitly stated otherwise.
- 3.2 Offers and quotations are valid for the period specified in the quotation. If no period is specified, the quotation is valid for 14 days from the date of issue.
- 3.3 OstiaNex B.V. cannot be held to its offers or quotations if the client can reasonably understand that the offer or quotation contains an obvious mistake or clerical error.

Article 4: Conclusion of the Agreement

- 4.1 The agreement is concluded at the moment the client accepts an offer made by OstiaNex B.V. and OstiaNex B.V. confirms this acceptance in writing, or at the moment OstiaNex B.V. starts executing the agreement.

Article 5: Delivery

- 5.1 Delivery of products takes place at the address specified by the client, unless agreed otherwise.
- 5.2 Delivery periods are indicative and cannot be regarded as strict deadlines. Exceeding a delivery period does not entitle the client to compensation or termination of the agreement, unless the delay is such that the client cannot reasonably be expected to maintain the agreement.



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Article 6: Prices and Payment

6.1 All prices are exclusive of VAT, unless stated otherwise.

6.2 For consultancy assignments, a payment term of 7 days applies, and for transport assignments, a payment term of 14 days applies, unless explicitly agreed otherwise in writing.

6.3 OstiaNex B.V. reserves the right to commence work only if full payment or a partial advance payment has been made, depending on the nature of the assignment.

6.4 Payment must be made within the specified payment term, unless explicitly agreed otherwise in writing.

6.5 In the event of late payment, the client is in default by operation of law and statutory interest is due. Additionally, all reasonable collection costs will be borne by the client.

Article 7: Retention of Title

7.1 All delivered products remain the property of OstiaNex B.V. until the client has fulfilled all obligations under the agreement.

7.2 The client is not entitled to pledge or otherwise encumber the products as long as ownership has not been transferred.

Article 8: Liability

8.1 OstiaNex B.V. is only liable for direct damage resulting from intent or gross negligence on the part of OstiaNex B.V.

8.2 OstiaNex B.V. is not liable for indirect damage, including consequential damage, lost profits, missed savings, and damage due to business interruption.

8.3 The liability of OstiaNex B.V. is limited to the amount paid out by its insurer in the relevant case or, if no payment is made, to a maximum of the invoice amount of the agreement.

Article 9: Force Majeure

9.1 OstiaNex B.V. is not obliged to fulfill any obligation if it is prevented from doing so due to force majeure. Force majeure means any circumstance beyond the control of OstiaNex B.V. that wholly or partly prevents compliance with its obligations towards the client.

Article 10: Intellectual Property Rights

10.1 All intellectual property rights relating to the products and services provided by OstiaNex B.V. are vested in OstiaNex B.V. or its licensors.

10.2 The client is not permitted to copy, publish, or otherwise use materials or parts thereof in violation of OstiaNex B.V.'s intellectual property rights without prior written consent.

Article 11: Governing Law and Disputes

11.1 All agreements between OstiaNex B.V. and the client are exclusively governed by Dutch law.

11.2 Disputes will be submitted exclusively to the competent court in the district where OstiaNex B.V. is established.



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Article 12: Amendments and Availability

12.1 OstiaNex B.V. reserves the right to amend these general terms and conditions. The amended terms and conditions will apply from the moment they are published.

12.2 The most recent version of the general terms and conditions can be found on <https://ostianex.nl>.

These general terms and conditions have been filed with the Chamber of Commerce under number 93773323.