

General Terms and Conditions of Luxtension B.V.

Article 1 – Applicability

- 1.1 These general terms and conditions apply to all offers, quotations, agreements, deliveries, and services provided by Luxtension B.V.
- 1.2 Deviations from these terms are only binding if explicitly confirmed in writing by Luxtension B.V.
- 1.3 The applicability of any terms and conditions of the client is expressly rejected.

Article 2 – Quotations

- 2.1 All quotations are non-binding unless explicitly stated otherwise.
- 2.2 Prices are exclusive of VAT, transport, and packaging unless otherwise agreed.
- 2.3 Costs incurred for preparing a quotation may be charged if no agreement is concluded.

Article 3 – Intellectual Property

- 3.1 All intellectual property rights on designs, drawings, software, and other materials remain with Luxtension B.V. unless otherwise agreed in writing.
- 3.2 These materials may not be copied, used, or shown to third parties without prior written consent.
- 3.3 In case of violation, the client owes an immediately payable penalty of €25,000, in addition to possible damages.

Article 4 – Advice and Information

- 4.1 Advice and information from Luxtension B.V. are non-binding and intended solely for the client.
- 4.2 The client is responsible for the accuracy of data provided and indemnifies Luxtension B.V. against third-party claims arising therefrom.

Article 5 – Delivery Terms

- 5.1 Delivery periods are indicative and not binding deadlines.
- 5.2 Periods commence only after receipt of all required information and any advance payments.
- 5.3 Delay does not entitle the client to compensation or cancellation unless there is intent or gross negligence.

Article 6 – Transfer of Risk

- 6.1 Delivery is ex works. Risk transfers to the client when the goods are made available.
- 6.2 If Luxtension B.V. arranges transport, the client bears the transport risk.

Article 7 – Price Changes

7.1 Luxtension B.V. is entitled to adjust prices in case of cost increases after agreement conclusion.

Article 8 – Force Majeure

8.1 Luxtension B.V. may suspend obligations in case of force majeure.

8.2 Force majeure includes disruptions by suppliers, fire, strikes, pandemics, and government actions.

8.3 In case of force majeure lasting longer than six months, both parties may cancel the agreement without liability.

Article 9 – Additional and Reduced Work

9.1 Changes in the assignment qualify as contract variations and will be invoiced separately.

9.2 Additional work is priced at current rates.

Article 10 – Payment

10.1 Payment must be made within 30 days of invoice date unless otherwise agreed.

10.2 In case of late payment, interest of 12% per annum or statutory commercial interest applies.

10.3 All collection costs are for the client, with a minimum of €75.

10.4 Luxtension B.V. may suspend its obligations in case of payment default.

Article 11 – Liability

11.1 Liability of Luxtension B.V. is limited to direct damages and to the invoice value of the relevant order.

11.2 Luxtension B.V. is not liable for consequential damages, such as loss of profit or production stoppage.

11.3 Claims expire one year after delivery or completion.

11.4 The client indemnifies Luxtension B.V. against third-party claims.

Article 12 – Warranty

12.1 A warranty period of six months applies unless agreed otherwise.

12.2 Warranty excludes damage due to wear, misuse, or third-party alterations.

12.3 No warranty on used items or items provided for inspection/repair.

Article 13 – Complaints

13.1 Defects must be reported in writing within 14 days of discovery.

13.2 Invoice disputes must be submitted within the payment term.

Article 14 – Retention of Title

14.1 Goods remain property of Luxtension B.V. until full payment.

14.2 The client may not resell or pledge goods under retention of title.

Article 15 – Termination

15.1 If the client terminates the contract without default by Luxtension B.V., the client owes compensation for costs and lost profits.

Article 16 – Applicable Law and Disputes

16.1 Dutch law applies exclusively.

16.2 Disputes are submitted to the competent court in the district where Luxtension B.V. is established.