



## General Terms and Conditions Monboso

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### Article 1 - Definitions

1. Monboso: The trade name of Monte Rosa Solutions B.V., based in Harderwijk, The Netherlands, Company Registration Number 90187156.
2. Customer: The legal entity or natural person acting in the exercise of a profession or business with whom Monboso has entered into an agreement.
3. Parties: Monboso and the Customer together.

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### Article 2 - Applicability

1. These terms and conditions apply to all offers, quotations, activities, orders, agreements, and deliveries of services or products by or on behalf of Monboso.
2. Deviations from these terms and conditions are only valid if agreed upon in writing.
3. The applicability of any purchase or other conditions of the Customer is expressly rejected.

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### Article 3 - Offers and quotations

1. All offers and quotations from Monboso are without obligation, unless expressly stated otherwise in writing.
2. An offer or quotation is valid for a maximum of 30 days, unless a different term is stated in the offer or quotation.
3. An offer or quotation does not automatically apply to subsequent orders.

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### Article 4 - Acceptance

1. An agreement is concluded by written acceptance by the Customer of an offer from Monboso, or by actual performance of the agreement by Monboso.
2. Upon acceptance of a non-binding offer or quotation, Monboso has the right to withdraw the offer or quotation within 3 days after receipt of acceptance.

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### Article 5 - Prices

1. All prices are in euros, excluding VAT and any other costs such as administrative or shipping costs, unless otherwise stated.
2. Monboso reserves the right to adjust prices.
3. Any increases in cost prices that were unforeseeable at the time of the offer or agreement can be passed on to the Customer.
4. Price increases do not entitle the Customer to terminate the agreement.



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## Article 6 - Payments and payment term

1. Payments must be made within 30 days of the invoice date, unless otherwise agreed.
2. Monboso may require a deposit of up to 50% of the agreed amount upon entering into the agreement.
3. If the Customer fails to pay on time, they are in default without further notice of default and statutory commercial interest is due.

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## Article 7 - Consequences of late payment

1. In the event of late payment, the Customer owes statutory commercial interest from the invoice due date.
2. The Customer is also liable for extrajudicial collection costs in accordance with the Dutch Debt Collection Costs Decree.
3. Monboso is entitled to suspend performance of the agreement until full payment has been received.

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## Article 8 - Retention of title

1. All goods delivered by Monboso remain the property of Monboso until all claims against the Customer have been fully paid.
2. The Customer is not permitted to pledge or otherwise encumber the delivered products before the ownership has passed.

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## Article 9 - Delivery and risk

1. Delivery of goods is ex-works (EXW) unless otherwise agreed.
2. The risk of loss or damage to the products passes to the Customer at the time of delivery.

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## Article 10 - Right of suspension and retention

1. Monboso is entitled to suspend the fulfilment of obligations if the Customer does not fully comply with their obligations.
2. Monboso can retain goods of the Customer until all outstanding invoices have been paid.

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## Article 11 - Liability

1. Monboso is only liable for direct damage resulting from intentional or gross negligence on the part of Monboso.
2. Monboso is never liable for indirect damage such as lost profit or consequential damage.

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## Article 12 - Force majeure

1. Monboso is not liable for damage resulting from force majeure.
2. Force majeure means any external cause, whether foreseeable or not, over which Monboso has no control, but which prevents Monboso from fulfilling its obligations.



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## Article 13 - Complaints and disputes

1. Complaints about delivered services or products must be reported in writing within 14 days of discovery.
2. All agreements are governed by Dutch law.
3. Disputes will be exclusively submitted to the competent court in the district of Monboso's place of business.

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## Article 14 - Amendment of the General Terms and Conditions

1. Monboso is entitled to amend these general terms and conditions. Changes take effect at the announced time.
2. If the Customer does not agree with the changes, they have the right to terminate the agreement with effect from the date on which the amended terms and conditions come into force.

Drafted on 1 December 2023