



Groasis has been awarded as National Icon by the Dutch Government for being one of the 3 most innovative projects of The Netherlands with a high social impact and supporting economic growth.



## General Terms and Conditions of Trading Groasis

Version August 22 - 2018

The following terms and conditions govern your use of the Groasis Goods and Website:

### • DEFINITIONS

The following words shall mean:

**Annex:** Documents attached to the Agreement, which form an integral part of the Agreement.

**Buyer:** Buyer of the Groasis Goods.

**Community(ies):** all users or user groups of the Website.

**Community Rules:** all rights and obligations of users of Groasis' website to be found on the Website.

**Conditions:** the terms and conditions set forth in this document.

**Contract:** any agreement between Buyer and Groasis for the use, sale and purchase of Goods.

**Confidential Information:** the Guidelines, the Groasis Intellectual Property Rights and any other information provided to Buyer by Groasis or any third party working with Groasis relating to the Goods, including, but not limited to, all current or future information, clients, Resellers, Retailer and Retail chains, know-how, techniques, methods, information, tools, emulator hardware or software, software development specifications, and/or trade secrets, any patents or patent applications, any business, marketing or sales data or information, and any other information or data relating to development, design, operation, manufacturing, marketing or sales. Confidential Information shall include all confidential information disclosed, whether in writing, orally, visually, or in the form of drawings, technical specifications, software, samples, pictures, models, recordings, or other tangible items which contain or manifest, in any form, the above listed information. Confidential Information shall not include data and information which was in the public domain prior to Buyer's receipt of the same hereunder, or which subsequently becomes part of the public domain by publication or otherwise, except by Buyer's wrongful act or omission, data and information which Buyer can demonstrate, through written records kept in the ordinary course of business, was in its possession without restriction on use or disclosure, prior to its receipt of the same hereunder and was not acquired directly or indirectly from Groasis under an obligation of confidentiality which is still in force, and data and information which Buyer can show was received by him from a third party who did not acquire the same directly or indirectly from Groasis and to whom Buyer has no obligation of confidentiality.

**Delivery Point:** the place where Buyer collects the Goods.

**Goods:** materials, products, information, Intellectual Property or otherwise that Buyer agrees to purchase from Groasis.

**Groasis:** Groasis BV, AquaPro BV, Holland Technology BV, all having their office on Franseweg 9, 4651PV Steenbergen – The Netherlands.

**Licensed Products:** protected products of which Groasis has given licenses to others to produce them.

**Price:** for wholesale the purchase price for the Goods excluding V.A.T., carriage, packing and insurance shall be the price set out in the Groasis' current price list at the date on which an order is made. For consumers the price for the Goods including V.A.T shall be the price set out in the Groasis' current price list at the date on which an order is made.

**Privacy Policy:** the policy of use and protection of contact info by Groasis. This Policy is announced on the Website.

**Website:** Groasis' websites [www.groasis.com](http://www.groasis.com)

**Working Day:** Monday to Friday excluding bank and other public holidays, from 9AM to 5PM.

### • APPLICATION OF TERMS

Any contract between Buyer and Groasis, including orders via Groasis' website, shall be governed by these Conditions with the exclusion of any other terms and conditions.

Any order for Goods from Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.



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No terms or conditions endorsed upon, delivered with or contained in any Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract. The Conditions shall not be varied unless any agreement to vary is agreed upon in writing and signed by Groasis and Buyer.

No order placed by Buyer will be accepted by Groasis until Groasis has sent acknowledgement and acceptance of the order to Buyer. Upon Groasis sending the acknowledgement and acceptance of the order, Groasis and Buyer will have a binding contract between them.

If an order is sent by mail by Buyer, he warrants that all the details in the order are complete and accurate.

These Conditions shall apply to the sale of all Goods.

- **GOODS**

Buyer acknowledges that he has entered into the Contract as a result of his inspection or knowledge of the Goods and not in reliance upon any description given by Groasis.

All drawings, descriptive matter, specifications, information and advertising issued by Groasis are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract nor give Buyer any legal basis for claims.

- **COLLECTION OF THE GOODS**

Unless otherwise agreed in writing by Groasis or if otherwise agreed upon via the Website, Groasis shall make the Goods available for collection at its premises and deliver Ex Works (Incoterms 2015).

Buyer shall collect the Goods within 30 Working Days of Groasis giving notice to Buyer that the Goods are ready to be collected. Any date specified by Groasis for collection of the Goods is intended to be an estimation and time for collection is not and shall not be made of the essence of the Contract. If no date is specified, delivery shall be within a reasonable time. Groasis shall not be liable for any loss (including any loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in making or delivering the Goods (even if caused by his negligence). If Groasis fails to make the Goods available for collection by any estimated date for collection or if no estimated date for collection is given within a reasonable time, at least exceeding 50 Working Days, Buyer may terminate or rescind the Contract upon giving notice to Groasis for delivery days notice.

If Buyer is a consumer, he has the right to terminate the Contract according to article 6:230o of the Dutch Civil Code.

- **TITLE AND RISK**

If, after the confirmation of a Contract, price rises occur as a result of increases in the costs of wages, raw materials, unexpected taxes, other materials or increases in prices which are charged to Groasis by third parties, or variations in exchange rates, and if these amount influence more than five percent (5%), Groasis shall be entitled to pass on the increases in question to Buyer at any time, if Buyer is not a consumer, unless otherwise agreed upon in writing. Title and ownership of the Goods shall not pass from Groasis to Buyer until Groasis has received the Price in full together with all other sums payable by Buyer to Groasis.

Until title and ownership of the Goods have passed, Buyer shall only hold the Goods on behalf of Groasis and on a fiduciary basis retain the Goods separate from his other merchandise and possessions, and keep the Goods identifiably separate.

The Goods shall be at the risk of Groasis up until 31 Working Days after he has given notice that the Goods are available for collection and thereafter they shall be at the risk of Buyer. This risk includes costs of storage.

- **PAYMENT**

All invoices are to be paid without discount of any kind in Euro in advance, or if specified differently in the order, within 10 Working Days after the date of the invoice, unless otherwise agreed upon in writing. Under no circumstances may Buyer make any deduction or withhold payment. If Buyer fails to pay the invoice by the due date and without prejudice to any rights of Groasis, Buyer shall:



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- forfeit any discount given in that invoice or in any other way agreed, and pay interest on any overdue amount from the date on which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 10% interest over the base from the time quoted by the Bank and over the interest;
- on top of the outstanding amount, in first instance owe fifteen percent (15%) of the outstanding amount as trouble costs;
- reimburse to Groasis all costs and expenses (including costs of advise, consultancy, legal, arbitration, collection, travel, any other possible cost and his own costs) incurred in the collection of any overdue amount.

Up until Groasis has received the owed amount into the Groasis bank account, Buyer shall not be deemed to have made the payment. If Buyer does not make payments as required, Groasis may terminate the Contract within 30 Working Days after the overdue pay date unless otherwise agreed upon in writing. If payment is not made in time, Groasis is also entitled, in addition to all his other rights, to suspend the delivery of orders or the execution of commissions.

#### • **QUALITY**

Buyer accepts that he buys or is deemed to buy the Goods as seen and in the condition they are in at the time the order is placed. Groasis warrants that the Goods shall be in conformity with the Contract, and of satisfactory quality within the meaning of the Laws of the Netherlands.

#### • **WARRANTY**

The warranty on the Goods is described in the document 'Warranty on Groasis Goods' and is limited to this area. The text of this document is considered a part of these Conditions and can be found in this document as Annex II. Groasis' liability for breach of this warranty can be found in Annex II.

#### • **LIMITATION OF LIABILITY**

Any claims regarding advice and/or information, quality, incorrect packing and any other defects, including those relating to concealed defects, should be submitted to Groasis in writing according the prescription in the document 'Warranty on Groasis Goods' by registered letter, on penalty of lapse of right to claim.

- Groasis shall not be liable to Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of Groasis or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except as expressly stated in these Conditions.
- Groasis shall not be liable for any defect arising from any design or specification provided or made by Groasis if any adjustments, alterations or other work has been done to the Goods by any person except Groasis or his authorized Distributor or Licensed Producer.
- Buyer shall prevent that any person or animal shall drink water from Groasis' Goods. Groasis shall not be liable for any effect of water drinking from his Goods.
- Groasis shall not be liable for differences in water gift, too slow or too fast water gift, of his Goods.
- Groasis shall not be liable for any Goods that are lost or damaged in transport if Buyer pays the transport. All claims by Buyer shall be made against the carrier.
- Groasis shall not be liable for any damage caused to Buyer as a result of parallel import.
- Groasis shall not be liable for any absence of degradation of Groasis' Goods.
- All free or sold advice, education or information given by Groasis and/or its employees will be supplied to the best of knowledge. Groasis does not accept any liability for this.



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- In the event of a claim or liability claim, Buyer shall be obliged to permit Groasis, at the first request, to take samples (to have samples taken), on penalty of lapse of the aforementioned claim or liability claim, while Buyer receives a sealed sample, if requested, for the purpose of any expert counter appraisal.
- In the event of a claim or liability, Groasis' obligations shall never extend beyond replacing the Goods in question, unless Groasis no longer markets them, in which case only the invoice value of the Goods concerned shall be reimbursed.
- Groasis shall not be liable for mistakes of personnel, persons or companies, which are hired by Groasis in order to fulfill the Contract.
- Except by expressly written confirmation by its director, Groasis shall never be bound to appointments, agreements or contracts, made by subordinate members of its personnel, including the customer relation managers. Orders, except those via the website or credits, need to be approved and signed by the director of Groasis.
- Pictures in folders, pricelists or in the website, are only to give an impression of the model, shape or color of the product, but can never be detailed as in reality, and because of this may deviate from reality. All measures, sizes and weights will be given by nearest estimation, although natural products will always give some differences of sizes and shapes because of shrinking.
- Groasis is not liable for deviations because of misprints or textual errors in folders or on the Website.
- Groasis is not liable for the use, misuse or result of any information published on the Website.
- These Conditions also apply to the use of, and information in Groasis' apps.

#### • ASSIGNMENT

Groasis may sub-contract the performance of any of its obligations under the Contract to any parent, subsidiary or associated company. The sub-contracting shall have no additional effect on Groasis' liability.

Groasis and Buyer shall not assign, delegate or otherwise entrust any of the rights and obligations as set forth in this Contract to other person(s) or party(ies).

#### • FORCE MAJEURE

Groasis shall not be liable for any breach of the Contract occasioned by any cause beyond the reasonable control of Groasis, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be controlled or prevented by the Groasis. Groasis shall use his best endeavors to avoid or remove the causes of the breach and shall continue performance under the contract with the utmost dispatch whenever the causes are removed or diminished.

#### • GENERAL

In the event of a conflict between the provisions mentioned in these Conditions and the provisions of the Contract, the provisions of the Contract shall prevail unless explicitly agreed otherwise in writing.

If there is any conflict between the terms of these Conditions and any specific terms appearing elsewhere (including local house rules and/or the 'Warranty on Groasis Goods') then the terms of these Conditions shall prevail.

If Buyer sells the goods pro-active in an area, in another country or to clients in another country that has not been agreed upon in the Distribution Agreement, resulting in parallel-import, Groasis and his clients in that country where the parallel-import occurs, are entitled to request payment of the damage following these parallel-imports. Buyer is obliged to pay this damage. Each right or remedy that Groasis and Buyer have under the Contract is without prejudice to any other right or remedy that may exist.

If Groasis or Buyer:

- fails or delays to exercise any right or remedy, it shall not operate as a waiver;
- partially exercises any right or remedy, neither of them shall be precluded from further exercising the right, remedy or other power.



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If any of these Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Conditions are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Conditions. The remaining Conditions however shall survive, remain in full force and effect and continue to be binding and enforceable.

- **INTELLECTUAL PROPERTY**

The names, domain names, images and logos identifying Groasis or third parties and their products and services are subject to copyright, design and model rights and trademarks of Groasis and/or third parties. Nothing contained in these Terms shall be construed as conferring by implication, estoppels or otherwise any license or right to use any trademark, patent, design right or copyright of Groasis or any other third party.

Buyer acknowledges the value of the Intellectual Property Rights (IP), the right, title, and interest of Groasis in and to the IP, and the right, title and interest of Groasis in and to the Proprietary Rights associated with all aspects of the Goods, including all Confidential Information of Groasis. Buyer recognizes that the Goods and the Website embody valuable rights of Groasis. Buyer represents and warrants that it will not undertake any act or deed which in any way impairs or is intended to impair on any part of the right, title, interest or goodwill of Groasis in the Intellectual Property Rights. Buyer's use of the Intellectual Property Rights shall not create any right, title or interest of Buyer therein. In no event shall Buyer seek, claim or file for any patent, copyright or other proprietary right with regard to any derivative work or IP, make available any such derivative work or IP to any third party, or use any such derivative work or IP.

All IP, now and through this cooperation eventually developed in the future as a sequence of the Goods, will remain, at all times, the sole property of Groasis. All photo's that are downloaded from Groasis' website should be published together with the sentence 'Courtesy of [www.groasis.com](http://www.groasis.com)'. Buying and reselling Goods from Groasis doesn't entitle Buyer to the right on goodwill, neither does selling – even if this is over a longer period - give any exclusive rights on regions, countries, certain markets or clients.

- **NON-REVERSE ENGINEERING CLAUSE**

Buyer- or any other party, affiliate or otherwise that comes in contact with the Confidential Information and/or the Goods through Buyer- shall not reverse engineer, decompile, disassemble, modify, adapt, translate or otherwise alter in any way, any prototype, product, sample, software, schematic, flowchart or other tangible objects which embody the Confidential Information, except if so authorized in writing by Groasis. Should Buyer deliberately or negligently, be in breach of any of the fore mentioned obligations, he or she shall pay a penalty in the amount of 50.000 (fifty thousand) Euros to Groasis for each breach. In case of an ongoing breach, the penalty in an amount of 10.000 (ten thousand) Euros is due for each month of said breach. Said penalties shall be in addition to any other rights that Groasis may have by law or in equity and leave unaffected the demand for actual damages. Buyer furthermore acknowledges that damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in these general terms and conditions of trading. Accordingly, Buyer agrees that Groasis shall be entitled to injunctive relief with respect to any such breach by Buyer.

- **INDEMNIFICATION**

Buyer shall shield Groasis (and any of their respective affiliates, subsidiaries, suppliers, officers, directors, employees, distributors, licensed producers or agents) from any claims, losses, liabilities, damages, expenses and costs, including, but not limited to, reasonable attorneys' fees and costs and any expenses incurred in the settlement or avoidance of any claim, which may result from or are in connection with: a breach of any of the provisions, representations or warranties undertaken by Buyer, any claims alleging a defect, failure to warn, bodily injury (including death) or other personal or property damage arising out of, or in connection with, the distribution, design, development, advertising, marketing, sale or use of any of the Goods or marketing materials, and any federal, state or foreign civil or criminal actions relating to the distribution, design, development, advertising,



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marketing, sale or use of the Goods or the marketing materials and all other actions that can reasonably be included in this paragraph. If Buyer is a reseller or distributor of Groasis' Goods, he shall, at his own expense, obtain a comprehensive policy of general liability insurance (including coverage for advertising injury and Goods liability claims) from a recognized insurance company. In the event Groasis deems itself at risk with respect to any claim, action or proceeding, Groasis may, at its sole option, suspend sales, delivery or order acceptance for any Goods, in whole or in part, pending resolution of such claim, action or proceeding.

#### • NOTICES

Any notice to be given under a Contract shall be:  
delivered personally;  
or sent by first class prepaid recorded delivery or registered post;  
or by fax;  
or by email.

A notice shall be deemed and served as follows:  
if personally delivered, at the time of delivery;  
if posted, within 48 hours of posting or in the case of airmail seven days after the envelope was delivered into the custody of the postal authorities;  
if sent by fax, the time of transmission;  
If sent by email, the time of transmission.

#### • MISCELLANEOUS

These Conditions, including the "Warranty on Groasis Goods" and the "User Guide of Groasis' website", may be changed from time to time by Groasis. Charges and payment terms may be changed in accordance with the applicable price schedule; all other provisions may be changed by Groasis upon notice.

#### • APPLICABLE LAW AND JURISDICTION

These Conditions and any agreements between Groasis and Buyer shall be governed by and construed in accordance with the Laws of the Netherlands. Buyer hereby consents to the exclusive jurisdiction of the Dutch Courts in all disputes arising out of an agreement between Groasis and Buyer unless Groasis would decide to bring a dispute before the courts at the place of residence of Buyer.

#### • LANGUAGE

- Parties accept the use of the English language for these General Terms and Conditions of Trading. They acknowledge that it is sufficient to understand each other's rights and obligations. They accept that a translation in their own language is not necessary.
- Partijen aanvaarden het gebruik van het Engels voor deze Algemene Voorwaarden van Handel. Zij erkennen dat het voldoende is om elkaars rechten en verplichtingen te begrijpen. Ze accepteren dat een vertaling in hun eigen taal niet nodig is.
- Partes aceptan el uso del idioma Inglés de los presentes Términos y Condiciones Generales de Negociación. Ellos reconocen que es suficiente para comprender los derechos y obligaciones de cada uno. Aceptan que una traducción en su propio idioma no es necesario.
- Partes aceitam o uso do idioma Inglês para estes Termos e Condições Gerais de Negociação. Eles reconhecem que é suficiente para compreender os direitos e deveres de cada um. Eles aceitam que uma tradução em sua própria língua não é necessário.
- Parties acceptent l'utilisation de la langue anglaise de ces Conditions Générales de Trading. Ils reconnaissent qu'il est suffisant pour comprendre les droits et obligations des uns et des autres. Ils acceptent que la traduction dans leur propre langue n'est pas nécessaire.



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- لفهم يكفي أنه يعترفون. للتجارة العامة والأحكام الشروط لهذه الإنجليزية لغة ال استخدام في الأطراف قبول  
ضرورة ليست لغتهم في ترجمة ان يقبلون انهم. منهما كل والتزامات حقوق
- 缔约方接受这些交易的一般条款和条件使用英语。他们承认，这是能够充分理解彼此的权利和义务。他们接受自己的语言翻译是没有必要的。



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