



Delivery and payment conditions 2021

The conditions below apply to all deliveries and/or services from HELLA Benelux BV and are deemed to form part of the offers from HELLA Benelux BV. Additional and/or deviating conditions of the customer are not part of the agreement between HELLA Benelux BV and the customer and therefore do not bind HELLA BENELUX BV, unless a possible deviation is confirmed in writing by HELLA Benelux BV. If one or more of the provisions in these conditions is invalid, contrary to the law or otherwise unenforceable, this does not affect the validity of the remaining provisions.

Article 1: Offers

Quotations and prices occurring in the price lists, circulars, order forms and the like from HELLA Benelux BV, as well as specified and agreed deliveries and delivery times, are always without obligation. Quotations and prices are, unless stated otherwise, exclusive of sales tax. Delivery times are approximated by HELLA Benelux BV. Deliveries always take place at prices valid on the day of delivery.

Article 2: Orders

HELLA Benelux BV defines an order as an order that can be sent in one batch to the address of the customer. If an order has already been processed, a possible supplement will be regarded as a separate order.

Article 3: Delivery

All orders are, as far as possible, processed in order of receipt. The aim is for orders that are in the possession of HELLA Benelux BV before 17:00 to be sent the same day. If the delivery time is exceeded, HELLA Benelux BV will not be obliged to pay any compensation.

Article 4: Back orders

Unless explicitly stated otherwise, items that are not in stock when the order is delivered are automatically recorded. As soon as the relevant goods are available again, they will - as a rule - be sent with the next order.

Article 5: Liability and indemnification

The liability of HELLA Benelux BV is at all times expressly limited to the replacement of what was delivered improperly or - at our discretion - to the reimbursement of what was charged to the customer for what was delivered. Liability for indirect damage, consequential damage, immaterial damage, business or environmental damage, including loss of revenue and profit, loss suffered, loss of market share, production stagnation, investments made, acquired goodwill, reputational damage, etc., is furthermore explicitly excluded. The customer indemnifies HELLA Benelux BV against any claims from third parties for reimbursement of costs, damages and interest that these third parties instigate with regard to the execution of the agreement, for all costs, damages and interest that may arise from legal actions of third parties for HELLA Benelux BV. If HELLA Benelux BV is permanently or temporarily prevented from fulfilling the agreement due to force majeure, further delivery may be waived on our part without HELLA Benelux BV being obliged to make any compensation for damage, direct or indirect. Force majeure in any case explicitly includes fire, work strikes, transport difficulties and other serious malfunctions within HELLA Benelux BV or the suppliers of HELLA Benelux BV. Force majeure means that any penalty clause loses its power.



Article 6: Shipments

All orders are sent with an approved carrier. Shipments that have to be sent in a different way or to the address of your clients, are sent "non-carriage paid".

Article 7: Shipping costs

In the following case, a fixed amount of €30.00 will be charged for shipping and handling costs:

- Non-electronic orders by fax, telephone and/or e-mail lower than €350.00 net

In the following case, a fixed amount of €15.00 will be charged for shipping and handling costs:

- Electronic orders lower than €100.00 net

Article 8: Complaints

1. The customer is obliged to check immediately upon receipt of the products, the quantity and types of products, as well as the packaging, for any inaccuracies, shortcomings and/or damage, and also to check whether the products have defects and/or damage.

2. Complaints about quantities, types and packaging of the products must be stated by the customer directly on the transport document or delivery note, on pain of forfeiting the right to complain about this. Visible defects in the products and/or packaging must be reported as soon as possible and in writing, but in any case within five (5) working days after receipt of the products, accurately stating the nature and grounds of the complaints, failing which the customer shall be deemed to have accepted the products.

3. Commissioning of the products and/or resale counts as acceptance by the customer.

4. In the event of a complaint, the customer is obliged to keep the products that it complains about at the disposal of HELLA Benelux BV for further investigation. In addition, the customer is also obliged to otherwise cooperate with any investigation into the products by HELLA Benelux BV, as well as to grant HELLA Benelux BV access to its buildings in that regard.

5. A complaint does not give the customer the right to suspend its (payment) obligations towards HELLA Benelux BV and/or to rely on offsetting.

6. If the parties disagree about the merits of a complaint with regard to the products, the parties shall jointly call in an independent expert and ask for an opinion. The outcome of the investigation by the independent expert shall be binding on the parties unless otherwise agreed in writing. The costs involved in the investigation shall be borne by the party that is (largely) unsuccessful.

Article 9: Return

Return shipments of both stock returns and warranty parts must be notified in advance by filling in and sending a return request/warranty form intended for this. This form can be downloaded from our website, among other places. Returning the products is only permitted after prior written permission from HELLA Benelux BV, under conditions to be determined by HELLA Benelux BV, including with regard to costs and the method of return. Unannounced returns/warranty claims will not be processed. Transport damage must be reported no later than 10 days after receipt.

Items purchased from HELLA Benelux BV are fully reimbursed if they are still included in the delivery programme and have been returned within 30 days of purchase. On returns that are returned later than 30 days after purchase, a handling fee of at least 10% will be charged, with a minimum of €20.00. Goods that are returned 90 days after purchase will not be processed. Goods received, if undamaged, unassembled



and in their original packaging, are credited at the price calculated by HELLA Benelux BV, less any handling costs. Specially ordered or produced items cannot be returned.

Returns and guarantees are sent at the customer's own expense.

Article 10: Packaging

Items must be ordered per package unit as much as possible, as indicated in the "VP" column of our price lists.

Article 11: Retention of title, "extended retention of title"

1. The goods delivered by HELLA Benelux BV remain the property of HELLA Benelux BV until the customer has complied with all claims that HELLA Benelux BV may have on the customer, for whatever reason and including any interest and costs. As long as HELLA Benelux BV is the owner of the goods, the customer is not authorised to pledge the goods to third parties or to transfer ownership of them or to lend or lease these products or to take the goods out of its control in whatever way or title, subject to the provisions of paragraph 3 of this article. In the event of seizure of the delivered products by a third party, for whatever reason, the customer is obliged to inform HELLA Benelux BV immediately in writing.

2. The customer is permitted, as long as it has not paid the above claims, to use or sell the products within its normal business operations, on the understanding that, until the customer has fully paid for the products, HELLA Benelux BV takes over the rights of the customer against its customer(s). The aforementioned rights explicitly include all claims against these customers. The customer shall then transfer these rights to HELLA Benelux BV to the extent necessary, which transfer HELLA Benelux BV shall accept for that purpose now and in the future.

3. If the customer does not meet its obligations or there is a well-founded fear that it will not do so, HELLA Benelux BV is entitled to remove the delivered goods subject to the retention of title referred to in the first paragraph of this article (or to have them removed). The customer is obliged to cooperate fully in this regard on pain of a fine of 15% of the (invoice) amount owed by it per day or part thereof.

4. The customer shall undertake, upon first request from HELLA Benelux BV:

To insure and keep insured the products delivered subject to retention of title against fire, explosion and water damage and against theft, and to make the policy for this insurance available for inspection by HELLA Benelux BV;

To pledge all claims of the customer against insurers with regard to the products delivered under retention of title to HELLA Benelux BV in accordance with article 3:239 of the Dutch Civil Code;

To pledge the claims that the customer obtains against its customers on the resale of the products delivered under retention of title to HELLA Benelux BV in accordance with article 3:239 of the Dutch Civil Code;

To promptly state the names and addresses of all third parties to which it has supplied the products delivered by HELLA Benelux BV under retention of title, as well as of all rights that it has obtained towards those third parties with regard to such resale.

5. If the customer, after being summoned by HELLA Benelux BV, fails to cooperate as referred to in paragraph 4 above, it shall forfeit an immediately due and payable fine in the amount of 25% of the outstanding claim against the customer, as well as an immediately due and payable penalty of 5% of the outstanding claim for each subsequent day during which the customer's default continues, without prejudice to the other rights of HELLA Benelux BV.



Article 12: Payment

The invoices of HELLA Benelux BV must be paid within 30 days after the invoice date. The date of payment is the date of transfer to the bank or giro account of HELLA Benelux BV.

Article 13: Credit restriction

For amounts not paid on or before the due date, HELLA Benelux BV charges 1.25% interest per month or part thereof, without prior notice of default and without judicial intervention and furthermore irrespective of the other rights accruing to HELLA Benelux BV.

Article 14: Debt collection

All costs relating to judicial or extrajudicial collection of amounts not paid on time are for the account of the customer.

Article 15: Applicable law and disputes

1. Dutch law applies to the legal relationship between parties. The Vienna Sales Convention is expressly excluded.
2. All disputes arising from or in connection with an agreement to which these conditions apply or the relevant conditions themselves and its interpretation or implementation, both of a factual and legal nature, will be settled by the competent court in Utrecht, without prejudice to HELLA Benelux BV's right to have the dispute settled by the competent court of the customer's place of business.

Filed with the Trade Register in Utrecht.

HELLA Benelux BV – Nieuwegein

1 november 2020

HELLA Benelux BV
Celsiusbaan 2
3439 NC Nieuwegein , The Netherlands
Langlaarsteenweg 168
2630 Aartselaar, Belgium
Telephone: + 31 (0)30 60 95 611
E-mail: info.bnl@hella.com
Internet: www.hella.nl