

# Boar B.V. | general terms and conditions

<https://www.boarparts.com>

## Article 1: Definitions

1. **Boar:** Boar B.V., established in Ulf (NL) with *Chamber of Commerce* number 88580539.
2. **Customer:** the legal entity acting for purposes related to its trade, business, craft or profession; the person with whom Boar has entered into a contract.
3. **Parties:** Boar and customer together.

## Article 2: Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, work, orders, agreements, contracts and deliveries of services or products by or on behalf of Boar.
2. Parties can only deviate from these terms and conditions if they have explicitly agreed to do so in writing.
3. Parties explicitly exclude the applicability of additional and/or deviating general terms and conditions of the customer or third parties.

## Article 3: Prices

1. All prices that Boar uses are in euros, are exclusive of VAT and exclude any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated otherwise or agreed otherwise.
2. Boar may change all prices for its products, on its website or otherwise disclosed, at any time.
3. Increases in the cost prices of products, parts thereof, currency ratios, transport costs or wage costs that Boar could not have foreseen at the time of making the offer or the conclusion of the agreement, may give reason to increase prices.

## Article 4: Payments and payment term

1. Boar may require a deposit of up to 100% of the agreed amount when entering into a contract.
2. The customer must have made payments afterwards within 14 days after delivery, unless otherwise agreed in writing.
3. Payment terms are considered to be strict payment terms. This means that if the customer has not paid the agreed amount by the last day of the payment term, he is in default and in default by operation of law, without Boar having to send the customer a reminder or give notice of default.
4. Boar reserves the right to make a delivery conditional on immediate payment or to require a guarantee for the total amount of the services or products.
5. Boar will only send the customer invoices in electronic format by e-mail, unless otherwise agreed.

## Article 5: Consequences of not paying on time

1. If the customer does not pay within the agreed period, Boar is entitled to charge the statutory interest of 8% per month for commercial transactions from the day the customer is in default, whereby a part of a month is charged for a whole month.
2. If the customer is in default, he also owes Boar extrajudicial collection costs and any compensation.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
4. If the customer does not pay on time, Boar may suspend its obligations until the customer has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the customer, Boar's claims against the customer are immediately due and payable.
6. If the customer refuses to cooperate with the execution of the agreement by Boar, he is still obliged to pay the agreed price to Boar.

## Article 6: Right to claim

1. As soon as the customer is in default, Boar is entitled to invoke the right of claim with regard to the unpaid products delivered to the customer.
2. Boar invokes the right of claim by means of a written or electronic communication.
3. As soon as the customer has been informed of the right of claim invoked, the customer must immediately return the products to which this right relates to Boar, unless the parties make other agreements about this.
4. The costs for retrieving or returning the products are borne by the customer.

## Article 7: Right to suspend

The customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

## Article 8: Right of retention

1. Boar can invoke its right of retention and in that case keep the customer's products under him, until the customer has paid all outstanding bills with regard to Boar, unless the customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the customer still owes payments to Boar.
3. Boar is never liable for any damage that the customer may suffer as a result of using his right of retention.

## Article 9: Set-off

The customer waives his right to set off a debt to Boar against a claim against Boar.

## Article 10: Retention of title

1. Boar remains the owner of all delivered products until the customer has fully fulfilled all its payment obligations towards Boar under any agreement concluded with Boar, including claims for failure to comply.
2. Until then, Boar can invoke his retention of title and take back the cases.
3. Before ownership has passed to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Boar invokes its retention of title, the agreement is considered dissolved and Boar has the right to claim damages, lost profits and interest.

## Article 11: Delivery

1. Delivery takes place while stocks last.
2. Delivery of products ordered online takes place at the address indicated by the customer, unless the parties have agreed otherwise.
3. If the agreed amounts are not paid or are not paid on time, Boar has the right to suspend its obligations until the agreed part has been paid.
4. In the event of late payment, there is a default of creditors, with the result that the customer cannot object to a late delivery to Boar.

## Article 12: Delivery time

1. The delivery times specified by Boar are indicative and do not entitle the customer to dissolution or compensation if they are exceeded, unless the parties have expressly agreed otherwise in writing.
2. The delivery time starts when the customer has fully completed the (electronic) ordering process and has received an (electronic) confirmation from Boar.
3. Exceeding the specified delivery time does not entitle the customer to compensation or the right to dissolve the agreement.

## Article 13: Actual delivery

1. The customer must ensure that the actual delivery of the products ordered by him can take place on time.
2. The payment conditions mentioned in these general terms and conditions are also valid for any order delivered by Boar in parts.

## Article 14: Transport costs

Transport costs are at the expense of the customer, unless the parties have agreed otherwise.

## Article 15: Packaging and shipping

1. If the packaging of a delivered product is opened or damaged, the customer must, before receiving the product, have a note made by the forwarder or delivery person, failing which Boar cannot be held liable for any damage.
2. If the customer takes care of the transport of a product himself, he must report any visible damage to products or the packaging to Boar prior to transport, failing which Boar cannot be held liable for any damage.

## Article 16: Retention

1. If the customer purchases ordered products only later than the agreed delivery date, the risk of any loss of quality is entirely for the customer.
2. Any additional costs as a result of premature or late purchase of products are entirely at the expense of the customer.

## Article 17: Returns

Boar does not refund or accept any returns of products by the customer, unless expressly permitted and communicated in advance by Boar. The return shipment must take place according to the conditions set by Boar. In case of return without permission from

Boar, costs for transport and storage are at the expense and risk of the customer.

## Article 18: Warranty

1. The warranty with regard to products only applies to defects caused by defective manufacture, construction or material.
2. The warranty does not apply in the event of normal wear and tear and damage caused by accidents, changes made to the product, negligence or improper use by the customer, as well as when the cause of the defect cannot be clearly determined.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties passes to the customer at the moment when they are legally and/or factually delivered, at least in the control of the customer or of a third party who receives the product on behalf of the customer.
4. Boar's warranty obligations for repairing or remedying defects in products supplied by Boar do not exceed the extent of its supplier's warranty obligations.
5. Only defects that were already present at the time of delivery, but not visible, and become visible within two months of delivery will be repaired by Boar by replacement or in other means chosen by it.
6. The customer can only rely on these if he informs Boar in writing of a plausible defect and fully cooperates to have Boar remove the defect within a reasonable period of time.
7. The product is returned to Boar by the customer at his own expense and Boar has fulfilled its warranty obligation as soon as a replacement or repaired product has been offered to the customer.
8. The returned product becomes the property of Boar as soon as it is replaced due to a well-founded warranty claim.
9. The customer is bound by the obligations arising from the agreement with Boar, even if the position is taken that Boar does not comply with its warranty obligation.
10. The rights in this article are not transferable by the customer.

## Article 19: Indemnification

The customer indemnifies Boar against all claims from third parties related to the products and/or services provided by Boar.

## Article 20: Complaints

1. The customer must examine a product or service provided by Boar as soon as possible for any shortcomings.
2. If a delivered product or service does not meet what the customer could reasonably expect from the agreement, the customer must inform Boar as soon as possible.
3. Visible deficiencies must be reported to Boar in writing within 24 hours. Boar accepts no liability for defects subsequently reported and in that case cannot be held to repair or replace the delivered products. In that case, the customer cannot return the product to Boar.
4. The customer has a general duty to investigate defects other than under paragraph 3 of article 20. If the customer believes that a product is defective or should have known that it is a defective product, he must inform Boar in writing within 8 days after he became aware of the defect, or should have known.
5. The customer provides as detailed a description of the shortcoming as possible, so that Boar is able to respond adequately.
6. The customer must demonstrate that the complaint relates to an agreement between the parties.
7. If a complaint relates to ongoing work, this cannot in any case lead to Boar being obliged to perform work other than those agreed.
8. If products have been modified or repaired without Boar's permission, they are by definition not eligible for replacements, warranty and/or returns.

## Article 21: Notice of default

1. The customer must notify Boar of defaults in writing.
2. It is the customer's responsibility that a notice of default actually reaches Boar (in time).
3. The claims for performance and notices of default must be made by the customer by registered letter. It must be clearly stated what is required within what period. The same applies when a different period is set or when the agreement is invoked. The grounds must be clearly indicated when appealing for dissolution.

## Article 22: Joint and several liability of the customer

If Boar enters into an agreement with several customers, each of them is jointly and severally liable

for the full amounts they owe to Boar under that agreement.

#### **Article 23: Liability Boar**

1. Boar is only liable for any damage suffered by the customer if and insofar as such damage is caused by intent or deliberate recklessness on the part of Boar.
2. If Boar is liable for any damage, it is only liable for direct damage resulting from or related to the execution of an agreement.
3. Boar is never liable for indirect damage, such as consequential damage, lost profit, missed savings or damage to third parties.
4. If Boar is liable, this liability is limited to the amount paid out by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photographs, colours, drawings, descriptions on the website or in a catalogue are only indicative and only approximate and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.
6. Boar is not liable for damage caused by improper use or use for a purpose other than that for which they are suitable of delivered products.
7. Boar is not liable for oral or written recommendations, advice, information, etc.
8. Customer indemnifies Boar against all claims of third parties for damage as a result of a product delivered by Boar to the customer. The Customer is obliged to take out and maintain adequate insurance with coverage for such liability insofar as this is necessary in the context of the indemnification of this article.
9. Customer indemnifies Boar against all claims from third parties regarding the use of images, drawings, calculations, statements of sizes, capacities, weights, returns, designs, models and other data provided by or on behalf of the Customer.

#### **Article 24: Expiry period**

Any right of the customer to compensation from Boar expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

#### **Article 25: Right to dissolution**

1. The customer has the right to dissolve the agreement if Boar imputably fails to fulfil its obligations, unless this shortcoming, given its special nature or minor significance, does not justify the dissolution.
2. If the fulfilment of the obligations by Boar is not permanently or temporarily impossible, dissolution can only take place after Boar is in default.
3. Boar has the right to dissolve the agreement with the customer if the customer does not fully or timely fulfill his obligations under the agreement, or if Boar has become aware of circumstances that give him good reason to fear that the customer will not be able to properly fulfill his obligations.

#### **Article 26: Force majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming by Boar in the fulfilment of any obligation towards the customer cannot be attributed to Boar in a situation independent of Boar's will, as a result of which the fulfilment of its obligations towards the customer is prevented in whole or in part or as a result of which the fulfilment of its obligations cannot reasonably be required of Boar.
2. The force majeure situation referred to in paragraph 1 of article 26 also includes - but is not limited to - a state of emergency (such as civil war, insurrection, riots, natural disasters, pandemics, etc.); non-performance and force majeure of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a force majeure situation occurs that prevents Boar from fulfilling one or more obligations towards the customer, those obligations will be suspended until Boar can meet them again.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Boar does not owe any (damage) compensation in a force majeure situation, even if it enjoys some benefit as a result of the force majeure situation.

#### **Article 27: Amendment of the agreement**

1. If, after the conclusion of the agreement, it appears necessary to change or supplement its content for its execution, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. Previous paragraph does not apply to products purchased in a physical store.

#### **Article 28: Changes to general terms and conditions**

1. Boar is entitled to change or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Boar will discuss major substantive changes with the customer as much as possible in advance.

#### **Article 29: Transfer of rights**

1. Customer's rights under an agreement between the parties cannot be transferred to third parties without the prior written consent of Boar.
2. This provision applies as a clause with property law effect as referred to in Article 3:83, second paragraph, Civil Code.

#### **Article 30: Consequences of nullity or voidability**

1. If one or more provisions of these general terms and conditions prove null and void or voidable, this will not affect the other provisions of these terms and conditions.
2. In that case, a provision that is void or voidable shall be replaced by a provision closest to what Boar had in mind when drawing up the conditions on that point.

#### **Article 31: Applicable law and competent court**

1. Every agreement between the parties is exclusively governed by Dutch law.
2. The Dutch court in the district where Boar is located / practices / has its office is exclusively competent to take cognizance of any disputes between the parties, unless the law prescribes otherwise.

#### **Article 32: Contact details**

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