



General sales, delivery and payment conditions

Article 1 – General

1. The current conditions apply to all offers and to all agreements or full intents to deliver unless the seller and the buyer explicitly agree otherwise in writing. Seller does not accept a general referral by the buyer to his conditions.
2. Terms such as FOB, CIF etc, will be interpreted following the latest INCOTERMS version published by the International Chamber of Commerce.

Article 2 – Offers and tenders

All offers and tenders as well as price-lists and brochures are free of charge, unless the seller has explicitly stated to the buyers. Regarding to samples, only little commercial value will be provided to the buyer free of charge for assessment by the buyers, not for re-sell or re-production by the buyers. Normally the sample price is 4 times of the stated wholesale price.

Article 3 – Agreement

Sales agreements will come to engagement through the confirmation of the order in writing by the seller or when the seller partially or in full complies with the buyer's request to deliver; in the event delivery in separate stages is requested, the agreement will be deemed to have come about in full at the time the first part of the delivery or when the first partial delivery takes place. In the case of out of the stock, seller only deliver when the value of the delivery items are over 75 percent of the total order value.

Article 4 – Prices

All prices in the pricelist are excluded Value Added Tax. The price is subject to change without prior notice from sellers to buyers. After the date of an order confirmation, the costs of materials, raw materials or of wages, salaries, social contributions, government levies, freight, exchange rates, insurance premiums, import and export duties or of any cost-determining factors changes, or if these

changes only become known to the sellers at that moment in time, the sellers is entitled to change the price accordingly.

Article 5 – Delivery

1. If a certain period of delivery has been agreed, the seller undertakes to observe this term of delivery insofar this is in all fairness with his capacity. However, the seller does not give any guarantee in this respect. Non-compliance with the term of delivery – regardless of its cause – will never entitle the buyer to claim damages to claim the partial or full rescission of the agreement.
2. Deliveries from a certain amount upwards within the Netherlands will be made carriage paid. A minimum order amount has been established. No deliveries will be made for amounts lower than this minimum amount. For orders to an amount in between the minimum order amount and the order amount carriage paid, a small additional order fee or contribution to freight costs will be charged. Please refer to the pricelist for the minimum order amount and carriage paid amount.

Delivery outside of the Netherlands will be effected ex-works, unless the seller and the buyer have explicitly agreed otherwise in writing. The transport will take place at the buyer's risk, even in the event that transporter demands that the bills of lading, transport addresses, etc. contain the clause that all transport damage will be the sender's risk and expense, i.e. at the seller's risk or that this will be mentioned on the bill of landing in any other way, the buyer safeguards the seller against all claims made by the transporter.

3. If the supplier from whom the seller purchases the goods to be delivered to the buyers, fails partially or in full for whatever reason to deliver the goods, or is late in doing so, or does not deliver in due manner or insufficiently, then this event will be considered to be a case of force majeure with respect to the relationship between the seller and the buyer, meaning that the seller will not be held liable by the buyer for the damage sustained by the latter due to non-delivery, insufficient, late, or wrong delivery to the buyer.

In the event of strikes, fire, earthquake, goods perishing during transport, flood, government issue, delay in shipment or transport, ban on export, war, political reason in production countries, mobilization, transport, import and export impediments and all other circumstances entitled, at its discretion, to either extend the term of delivery with a period equal to that of the events hindering the execution of the agreement, or to cancel the sale insofar it is affected by the impediment concerned.

4. If so summoned by the buyer in writing, the seller must explain the choice he/she has made within 8 days. If the impediment lasts less than a month, the seller is not entitled to cancel the sale.

The seller will never be held liable for any partial or full non-delivery insofar he/she has not explicitly agree in writing to this delivery following the above-mentioned summons.

5. If the buyer does not give the seller any detailed instruction to this effect, the seller will determine with due diligence the way the goods will be packaged without any liability on this part in this respect and free of obligation to take the packaging back.

In special cases, the seller is entitled to charge additional packaging costs on top of the sales price.

Article 6 – Complaints

The seller must be notified in writing or complaints concerning goods delivered within the Netherlands, within 10 working days following delivery of the goods and the invoice. The seller must be notified in writing of complaints concerning goods delivery outside of the Netherlands, within 10 working days following delivery of the goods and the invoice.

All right to complaints will become null and void when the goods have been taken into use, partially or in full. Complaints filed do not entitle the buyer to suspend his payments or to claim compensation.

Return shipments must be made carriage paid and will only be accepted following preceding consultation. Point of departure with respect to return shipment is that 80% of the value will be reimbursed.

Article 7 – Liability

The seller is not liable for any direct or indirect damages, including loss of profits, damage to goods or harm to individuals caused by the goods delivered or by advice or information given, or for any damage resulting from the delivered goods' insufficient quality or their improper composition, and all this in the broadest sense of the word, unless the liability falls under the legislation on product liability. Without prejudice to the above, any possible obligation on the seller's part to pay damages by whatever virtue is restricted at any point in time and can never exceed the invoiced value of the delivered goods.

Article 8 – Payment

1. Insofar not agreed otherwise in writing, payment must be effected instantly upon delivery with deduction of the applicable 2% discount on the invoice amount exclusive of VAT in the Netherlands. Net payment for delivery within the Netherlands must be effected within 8 working days following invoice date for companies who have good record of payment or trust-worthy credit

references or payment done through incasso (automatic bank transfer) by seller from buyers' account.

Insofar not agreed otherwise in writing, deliveries outside the Netherlands must be paid before the goods are shipped.

2. Should the buyer be in arrears with a payment, then he/she will owe the seller an interest equaling that of the legal stipulation, on the unpaid amount starting on the expiry date up to the day the amount due has been paid in full. All costs, including the costs for legal advice caused by or relating to the late payment, will be borne by the buyer.
3. In the event of late payment, the seller is entitled to defer the delivery of other goods or to withdraw any agreement entered into the buyer or part thereof, without any summons or judicial intervention and to claim from the buyer full compensation or damages sustained.
4. Payment by the buyer will always be settled with the longest outstanding amount, even in the event the buyer refers to a more recent invoice.
5. If the seller suspects or receives indications before or during the execution of the agreement that the buyer's creditworthiness has deteriorated, the seller is entitled not to deliver or to stop further deliveries. The seller, moreover, always reserves the right (even if the sale was concluded on other conditions) to ship the goods C.O.D (cash on delivery) or to demand payment in advance.

Article 9 – Conditional ownership

1. All goods delivered by the seller, including earlier deliveries, will remain his/her property until the moment all goods have been paid in full, including interest and costs, and in case of delivery on current account – up to the moment the buyer's possible debt has been settled.
2. Before payment in full or settlement, the buyer is not entitled to hypothecate the goods to third parties or to convey the ownership of the goods other than accordance with his industrial practice.

In case of violation of the above, the sale price, regardless of the payment conditions, will become immediately claimable in full. The seller is furthermore entitled to that event, to pick up the goods her or himself where they are located (or to have them picked up) without any court order or authorization from the buyer.

The buyer must see to it that the seller's goods cannot be attached. However, should this happen anyway, the buyer is held to immediately inform the seller thereof.

3. Without prejudice to the other stipulations of the current conditions, the seller is at any point of time entitled (following a summons with a minimum term of

7 days) to terminate the agreement partially or in full, without the need for a court order and to claim full compensation for damages sustained from the buyer, if the latter does not fulfill an obligation resulting from any agreement he has entered into with the seller, or if the buyer fails to do so in due manner or if he is late in doing so. This will also be deemed the case if the buyer is declared bankrupt or if bankruptcy has been filed for, or when he himself has applied for suspension of payment or filed for bankruptcy, or when he decides to proceed or proceeds to the (partial) stop or liquidation of his company; the buyer will also be deemed in judicial default without any need for judicial intervention, to choose at his discretion:

- to suspend the execution of some, several or all of his obligations
- to demand payment in cash for the fulfillment of any of this obligations even in the event it was agreed otherwise,
- to cancel the agreement (s) partially or in full, or to have them declared as such, without any liability on the seller's part to pay any compensation for damages sustained, guarantee or to be held liable in any other way and all this without prejudice to his further rights or this right to full compensation of damages sustained.

All expenses occurred, including the expenses occurred for legal advice, caused by or relating to the buyer's default will be at the latter's expense.

Article 10 – Industrial and intellectual property

Ping Living is a registered trademark. Brand images traded by Ping Living are also registered. The brand names, brand image and purpose designed packing and display, identifiable by the name Ping Living or Ping Candles, may exclusively be used to support the goods delivered by the seller.

The seller keeps all intellectual property rights of all designs, production or techniques he/she has developed.

Article 11 – Disputes

All disputes which might arise as a result from agreement to which the present conditions apply partially or in full, or as a result of other agreements which result from such agreement, will be settled by the competent judge of the Dutch Law, unless the seller and the buyer agree to submit the dispute to arbitration, according to the regulations from the “Règlement de conciliation et d'arbitrage” of the international Chamber of Commerce, or the regulations from the Chamber of Commerce of the Netherlands.