

# Micro to Nano BV – General Terms and Conditions

Drafted on 10 May 2023.

General Terms and Conditions of Micro to Nano BV, established at Tappersweg 91, 2031 ET, in Haarlem, the Netherlands, registered with the Chamber of Commerce under number 90172744.

Micro to Nano B.V. is a wholesaler and does not sell to private individuals.

## Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

*General Terms and Conditions:* The General Terms and Conditions as stated below.

*Micro to Nano BV:* Micro to Nano BV, registered with the Chamber of Commerce under number 90172744.

*Written:* Every written and electronic communication between and the Client.

*Contract:* Any contract entered into between Micro to Nano BV and the Client.

*Products:* All items that are the subject of the Contract entered into between Micro to Nano BV and the Client.

*Client:* The one who has accepted the validity of these General Terms and Conditions and has purchase the product.

## Scope

These General Terms and Conditions apply to every offer, quotation and Contract entered into between Micro to Nano BV and the Client, unless the General Terms and Conditions are departed from by the parties explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Micro to Nano BV for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Micro to Nano BV and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Micro to Nano BV in writing.

## Offers and/or quotations

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

All offers and/or quotations shall be made without obligation, unless in the offer and/or quotations a period is stated for acceptance. If in the offer and/or quotation a period is stated for acceptance the offer and/or quotation will lapse after this period has expired.

Offers and/or quotations apply as long as the stocks last.

Micro to Nano BV cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then Micro to Nano BV is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Micro to Nano BV indicates otherwise.

A composite offer and/or quotation does not oblige Micro to Nano BV to perform an element of the Assignment for a corresponding part of the stated price.

Offers and/or quotations do not automatically apply to future orders or reorders.

### **Formation of the contract**

The Contract comes into being through the timely acceptance by the Client of Micro to Nano BV's offer and/or quotation.

### **Duration of the contract**

The Contract will be concluded for an indefinite period, unless the nature of the Contract states otherwise or if parties have agreed otherwise explicitly and in writing.

Both the Client and Micro to Nano BV are entitled to terminate the Contract at any time, with the observance of a period of notice of three months.

### **Amendments to the contract**

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Micro to Nano BV will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Micro to Nano BV will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Micro to Nano BV will inform the Client of this in advance.

If a fixed price is agreed, then Micro to Nano BV will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Micro to Nano BV will attempt, as far as possible, to issue a quotation in advance.

Micro to Nano BV may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Micro to Nano BV.

Amendments to the Contract originally entered into between the Client and Micro to Nano BV are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

## **Implementation of the contract**

Micro to Nano BV is entitled to arrange that the Contract will be carried out by third parties.

Micro to Nano BV is entitled to implement the Contract in phases.

If the Contract is implemented in phases, Micro to Nano BV is entitled to invoice and require payment for each implemented element separately.

If the Contract is implemented in phases, Micro to Nano BV is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

If and for as long as this invoice is not paid by the Client, Micro to Nano BV is not obliged to implement the following phase, and is entitled to suspend the contract.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Micro to Nano BV in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Micro to Nano BV is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

## **Prices**

The prices are expressed in euros, exclusive of VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.

The prices are exclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

For shipments abroad no extra fee will be charged.

Micro to Nano BV will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

## **Transport and order costs**

For small orders up to a certain value € 10,- order cost will be charged. Above the value the order costs will not apply. The value for small orders is mentioned on the website of Micro to Nano BV and/or in quotations.

For orders above a certain value no transport costs will be charged on basis of favorable transport method determined by Micro to Nano BV. If the Client chooses another (faster) transport method the costs will be borne by the Client. The value of the orders for which no transport costs will be charged are mentioned on the website of Micro to Nano BV and/or in quotations.

## **Cancellation**

The Client is only entitled to cancel the Contract concerning common Products.

Cancellation concerning uncommon or custom made Products is not possible. Micro to Nano BV determines which Products are common, uncommon or custom made.

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The following items are not eligible for cancellation and return:

- special offers;
- goods specifically purchased for the Client.
- goods specifically made for the Client.
- uncommon goods;
- sales and overstock.

The Client is only entitled to cancel the Contract if Micro to Nano BV did not yet processed the assignment. The Client can cancel the Contract free of charge till the moment that Micro to Nano has processed the assignment.

In the event of the cancellation the Client is obliged to pay 15% of the order value. In addition the transportation costs of the return shipment will be borne by the Client. In case of force majeure the Client is not obliged to pay the honorarium full or in part.

If the Client has cancelled the Contract the Client is obliged to return the Products within five working days.

## **Returns**

Return of delivered goods is only possible if the goods are in original condition, are not used and the packaging is undamaged. In addition, returns are only possible if Micro to Nano has provided an RGA-number in writing. This number should always be attached to the return.

If the Client returns the delivered goods, the Client must return the goods in a proper packaging with all accessories and in original condition.

Returning or transporting the delivered goods will be at the risk and costs of the Client.

The transport will be at the risk and costs of the Client

## **Amendment of prices**

If Micro to Nano BV agrees a fixed price when the Contract is entered into, then Micro to Nano BV is entitled to increase this price, also when the price is not originally specified provisionally.

If Micro to Nano BV has the intention of amending the price, it will inform the Client of this as soon as possible.

If the increase of the price takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Micro to Nano BV or an obligation resting upon Micro to Nano BV in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Micro to Nano BV is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the prices are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Micro to Nano BV will inform the Client in the event of the intention to increase the price, stating the extent of the increase and the date upon which it will take effect.

## **Delivery and transport**

The product must be secured in such a way, that they can reach their destination in good condition under normal conditions of transport. .

Delivery takes place by making the goods these are made available to the Client.

The Client is obliged to accept the purchased goods at the moment they are available to him or when they be handed over to him.

The product is delivered by Micro to Nano BV on to the agreed place or the places as determined in the quotation or has subsequently been agreed, unless agreed otherwise.

In addition, the Client has the possibility to pick up the product at the office of Micro to Nano BV or to provide the transportation themselves.

## **Delivery periods**

The delivery will take place within a period stated by Micro to Nano BV.

If a period is agreed or stated for the delivery of the product, then this period is only indicative and is not to be regarded as a strict deadline.

If Micro to Nano BV needs information or instructions from the Client that are necessary for the delivery, then the delivery period will commence after the Client has provided these to Micro to Nano BV.

If a delivery period is exceeded, the Client must issue Micro to Nano BV with a written notice of default, whereby Micro to Nano BV will be offered a reasonable period to nonetheless implement the Contract.

A notice of default is not necessary if the delivery has become permanently impossible, or it otherwise becomes apparent that Micro to Nano BV will not meet its obligations arising from the Contract. If Micro to Nano BV does not deliver within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

## **Transfer of risk**

The items that are the subject of the Contract are at the cost and risk of Micro to Nano BV until the time that these are made available to the Client. The Client is from the moment that the goods are channelled to the transport company and transferred by the transport company responsible and liable for these goods.

The risk of loss, damage or reduction in value of items that are the subject of the Contract is transferred to the Client at the time that the items become available to the Client or to a third party designated by the Client.

## **Payment**

Payment will take place by means of transfer to a bank account specified by Micro to Nano BV, unless agreed otherwise.

Payment can be made both in advance and afterwards.

Payment afterwards can only be made if Micro to Nano BV has established that the client is credit worthy, unless the Client ordered a custom made Product. If the Client ordered a custom made Product the payment must be made in advance.

Payment afterwards must be made within 30 days of the invoice date, in a manner to be specified by Micro to Nano BV and in the currency in which the invoice is issued, unless agreed otherwise.

Micro to Nano BV and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 1% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Micro to Nano BV and the obligations of the Client towards Micro to Nano BV are immediately claimable.

## **Collection costs**

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.

With regard to the extrajudicial (collection) charges, Micro to Nano BV is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of €90 for every invoice that is wholly or partly unpaid.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

## **Retention of title**

All items supplied by Micro to Nano BV within the framework of the Contract remain the property of Micro to Nano BV until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.

Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to breach of contract.

For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

## **Suspension**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Micro to Nano BV is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Micro to Nano BV is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Micro to Nano BV becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Micro to Nano BV.

Micro to Nano BV reserves the right to claim compensation.

## **Termination**

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Micro to Nano BV is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Micro to Nano BV is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Micro to Nano BV becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, Micro to Nano BV can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Micro to Nano BV;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;
- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Micro to Nano BV become immediately due and payable.

If Micro to Nano BV terminates the Contract on the above-mentioned grounds, Micro to Nano BV is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Micro to Nano BV.

## **Force majeure**

Breaches may not be attributed to Micro to Nano BV or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term “force majeure” is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Micro to Nano BV can exercise no influence and through which Micro to Nano BV is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Micro to Nano BV cannot be reasonably sought by the Client.

Micro to Nano BV is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Micro to Nano BV should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Micro to Nano BV and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Micro to Nano BV reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Micro to Nano BV has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Micro to Nano BV is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

## **Guarantees**

Micro to Nano BV accordingly guarantees that the delivered goods will conform with the Contract. Micro to Nano also guarantees that the delivered goods meet the usual requirements and standards that can be reasonably met and that the goods have the qualities, all circumstances taking into account, that are required for normal use.

The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.

The guarantee is valid for a period of six months from the moment of the delivery, unless the nature of the Product states otherwise of the parties agreed otherwise. After the period of the guarantee expiry all costs for repair or replacement, including administration, shipping and travel costs, will be charge to the Client.

Micro to Nano BV provides only guarantee concerning materials, constructions, measurements and dimensions. The guarantee does only apply to normal use of the goods in accordance with the applicable regulations for these goods.



The Client is responsible for the establishment that the delivered goods are complied with the instruments, devices, tools, machines, materials, experiments applications, etc, used by the Client.

Micro to Nano BV does not provide guarantee regarding findings set incorrectly by the Client.

No guarantee will be provided concerning natural products, to the extent that the goods are inherent to the product.

Without prejudice to the provisions of this article, there can be no guarantee in the following cases:

- if the wear is considered normal;
- if there are changes made in or to the product;
- if damage is caused by gross negligence, intentional or negligent maintenance;
- if defects are the result of not corresponding or improper use;
- if the original invoice cannot be produced, changed or made illegible.

If the delivered Product has been produced by a third party, the third party will provide the guarantee, unless indicated otherwise.

If the delivered Product does not conform with the Contract, Micro to Nano BV will, after notification of this, provide a replacement or carry out a repair at no charge.

When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.

No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does Micro to Nano BV provide any guarantee for damage arising as a result of these defects.

The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of Micro to Nano BV.

## **Examination and claims**

The Client is obliged to examine the delivered goods at the time of delivery, but in any case within 5 days after the delivery. The Client must examine whether the quality and quantity of the delivered goods comply with what was agreed, at least meet the requirements that are common in trade.

Returns of the delivered goods are only possible if Micro to Nano BV has provided a RGA-number in writing. This number should always be attached with the returns.

Visible defects and shortcomings have to be reported within 5 working days after the delivery in writing to Micro to Nano BV. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

Non-visible defects and shortcomings have to be reported within 5 working days after its discovery to Micro to Nano BV. The defective product must be returned together with the proof of purchase, unless this is impossible or unreasonably onerous.

In the event of damage of the packaging the Client is obliged to secure all packaging materials to determine the cause of the damage.

The right to (partial) restitution of the price, repair or replacement of the Product or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Product states otherwise or from circumstances of the case a broader period arises.

The payment obligation will not be suspended if the Client reports the defect to Micro to Nano BV within the prescribed period.

If the Client complains in time, the Client will stay obliged to purchase and pay for the purchased goods, unless these goods have no independent value.

## **Liability**

Micro to Nano BV is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Micro to Nano BV is not liable for damage, of whatever nature, resulting from Micro to Nano BV basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Micro to Nano BV is not liable for damage, of whatever nature, resulting from the results and measurements supplied with the Products.

The Client is at any time responsible for determining that the acquired goods from Micro to Nano BV are compatible with the instruments, devices, tools, machines, materials, experiments, applications, etc, used by the Client. Micro to Nano BV is not liable for damage, of whatever nature, that arose by an incorrect fixing.

If Micro to Nano BV is liable for any damage, then the liability of Micro to Nano BV is limited to an amount twice to the amount stated in the invoice, or to the amount to which the insurance taken out by Micro to Nano BV gives entitlement, with the deduction of the policy excess borne by Micro to Nano BV under the terms of the insurance.

The Client must report the damage for which Micro to Nano BV can be held liable to Micro to Nano BV as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Micro to Nano BV lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

## **Indemnity**

The Client indemnifies Micro to Nano BV against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Micro to Nano BV may be sued for this reason, then the Client is bound to provide Micro to Nano BV with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Micro to Nano BV and third parties will be at the expense and risk of the Client.

## **Limitation period**

In departure from the legal limitation period, a limitation period of one year applies to all claims against Micro to Nano BV and any third parties brought in by Micro to Nano BV.

## **Intellectual property**

Micro to Nano BV reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Micro to Nano BV reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

## **Confidentiality**

Both Micro to Nano BV and the Client are obliged, both for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

## **Privacy and cookies**

Micro to Nano BV will store the details and information that the Client provides to Micro to Nano BV carefully and confidentially.

When visiting our website Micro to Nano BV can collect the information on the use of the website of the Client through cookies.

The information that Micro to Nano BV collects through cookies can be used for functional and analytical purposes.

Micro to Nano BV may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

Micro to Nano BV is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.

If Micro to Nano BV is obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and Micro to Nano BV cannot claim a legal right of immunity, or such a right recognised or permitted by the competent court in this respect, then Micro to Nano BV is not liable to pay compensation or grant indemnification. The Client is also not entitled to terminate the Contract by reason of any damage arising in this way.

The Client agrees that Micro to Nano BV may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Micro to Nano BV reserves the right to utilise the other details of the Client in anonymous form for (statistical) research and databases.

## **Translation**

The following terms and conditions are a translation of the terms and conditions of Micro to Nano BV as registered with the Dutch chamber of commerce under number 90172744.

The Dutch version of the General Terms and Conditions of Micro to Nano BV is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

## **Applicable law, disputes**

Dutch law is exclusively applicable to all legal relationships to which Micro to Nano BV is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

The applicability of the Vienna Sales Convention (CISG) is excluded.

Disputes between Micro to Nano BV and the Client will only be submitted to the competent court in the Noord-Holland district, unless the law mandatorily prescribes otherwise.

For disputes outside the Netherlands the English language has to be used for all written communications.

## **Location**

These General Terms and Conditions are filed at the Chamber of Commerce under number 90172744 and published on [www.microtonano.com](http://www.microtonano.com).