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Chamber of Commerce (KvK)
registration nr.: 08145457



Terms of delivery and sales

Paxpring B.V. Weesp and Paxpring U.K. Ltd.

Version 2026_R1

1. General

Unless expressly agreed otherwise, these general terms and conditions apply to all quotations, order confirmations, agreements, deliveries, and invoices of Paxpring B.V., located in Weesp (“Paxpring”) and its subsidiary in the United Kingdom which is called Paxpring UK Ltd. These terms apply for both entities.

2. Definitions

In these general terms and conditions “buyer” shall mean companies, (government) institutions, associations, foundations, and private individuals, all in the broadest sense of the word.

3. Agreement

3.1 An agreement with the buyer is recorded in the order confirmation sent by Paxpring to the buyer and these general terms and conditions.

3.2 If the buyer operates a business, the buyer declares that the agreement has been concluded within the scope of normal business operations.

3.3 Special purchasing and/or other conditions specified by the buyer before or after receipt of the order confirmation must be approved in writing by Paxpring in order to form part of the agreement.

3.4 If any provision of these conditions proves to be invalid, the validity of the remaining provisions shall not be affected. The agreement shall then be interpreted as closely as possible in accordance with its intended purpose.

4. Delivery

4.1 The method of delivery is indicated in the order confirmation and takes place either:

4.1.1 Ex works, whereby delivery to the carrier takes place at the production facility selected by Paxpring (EXW, Ex Works), or

4.1.2 At the buyer's place of business or another location specified in the order confirmation, whereby the costs of transport and insurance up to that address are on behalf of Paxpring and the risk of the delivery transfers to the buyer as soon as the products have been delivered to the carrier (CIP, Carriage and Insurance Paid). Delivery is deemed to take place when the goods arrive at the delivery address (before unloading).

4.2 The INCOTERMS 2020 apply unless deviated from in these general terms and conditions or in the order confirmation.

4.3 The products are delivered in the standard packaging of the production facility unless otherwise indicated in the order confirmation. For delivery without shipping costs, special arrival deadlines at the factory must be approved by Paxpring.

4.4 Paxpring will make every effort to ensure that the production facility delivers the agreed number of products according to the agreed specifications and dimensions and in accordance with any samples or prototypes. Unless otherwise agreed, delivery in accordance with the agreement signed between the production facility and the buyer shall take place within the following tolerances:

a) The number of packaging units delivered and invoiced may deviate by a maximum of 10% from the agreed specifications.

b) The number of units unsuitable for use may not exceed 3% of the delivered quantity.

4.5 If the time of delivery is indicated by the week number in the order confirmation, delivery is considered on time when it is handed over to the carrier before the end of that week, being Sunday at midnight. If the time of delivery is indicated by a specific date in the order confirmation, delivery is on time when it is handed over to the carrier before midnight on that date.

4.6 If the agreed delivery period is delayed, Paxpring has the right to extend the delivery period by two weeks from the last stated delivery date, and the buyer is not entitled to terminate the agreement and/or claim damages.

4.7 The production facility may deliver the agreed products within a delivery time specified by Paxpring, provided that the buyer is informed within a reasonable period of time.

4.8 Paxpring accepts no liability for consequential damages of any nature whatsoever, including business losses, loss of profit, and indirect damages.

5. Prices

5.1 All prices are exclusive of VAT and other levies.

5.2 Paxpring is entitled to charge VAT and other levies to the buyer in accordance with the rules and rates applicable at the time the invoice is issued.

5.3 Paxpring may change the agreed prices in writing or by email with a notice period of 30 days. The buyer has the right to cancel agreements for deliveries that fall under the new prices within 15 days after receiving notice of the price change.

5.4 If it is stipulated in the order confirmation that Paxpring must arrange transport to the destination for ex works delivery, these costs will be charged separately. The freight agreement is concluded under the same conditions as the products.

6. Payment terms and security

6.1 Unless otherwise agreed, the payment term is 30 days from the invoice date.

6.2 Payment must be made in euros and Paxpring must receive the amount free of any payment, transfer, and/or other bank charges.

6.3 If the amount due is not paid on time, the buyer shall owe interest of 1.25% (one point twenty-five percent) per month or part thereof. Paxpring is also entitled to charge extrajudicial collection costs for sending reminders, demands, etc. These costs are fixed at 15% of the amount to be collected with a minimum of €200.00, without prejudice to Paxpring's right to charge the actual extrajudicial collection costs if these exceed the aforementioned percentage.

6.4 Complaints not related to the delivery contained in the invoice may not be set off against the amount owed to Paxpring.

6.5 Paxpring may at any time request the buyer to provide sufficient security for payment of the purchase amount. Such security shall be determined by Paxpring. If the buyer fails to provide such security, Paxpring has the right, at its discretion, to terminate the agreement or suspend delivery of the purchased products until the full purchase price has been paid.

6.6 Ownership of the products shall not transfer to the buyer until the full purchase price has been paid, including any interest and other amounts owed by the buyer to Paxpring for any reason whatsoever.

6.7 If third parties assert rights to the products on which a retention of title or security rests pursuant to this article, the buyer is obliged to notify Paxpring in writing immediately after such claim is made.

6.8 The buyer is obliged to insure the products referred to in this article against risks of fire, theft, storm, and water damage. The buyer is not permitted to pledge or grant any security to third parties with respect to claims against its insurer under such insurance policies. Compensation for damage or loss of the products referred to in this article shall replace the products concerned. The buyer hereby transfers to Paxpring, as additional security for the fulfilment of its obligations under the agreement to which these conditions apply, all rights it may have against the insurer. This transfer is accepted by Paxpring.

7. Complaints

7.1 The buyer must thoroughly inspect the delivered products immediately upon receipt in order to identify any defects.

7.2 If the buyer subsequently wishes to file a complaint with Paxpring, the buyer must do so in writing within 7 (seven) days after receipt of the products and must state the subject of the complaint, such as the quantity delivered, visible defects such as color, shape, or possible deviations in dimensions, materials, etc.

8. Defects

8.1 If the buyer has submitted a complaint in accordance with Article 7 in a timely manner due to defects, Paxpring shall, if the defect is acknowledged, at its discretion either make a full or partial new delivery, remedy the defect, or grant the buyer a proportional reduction in the purchase price corresponding to the loss in value caused by the defect.

8.2 Paxpring is not liable for defects other than those expressly stated in the complaint in accordance with Article 7.1. Paxpring shall under no circumstances be liable for indirect or consequential damages, including business losses, loss of profit, and claims from third parties.

8.3 If the relevant delivery has been produced according to the buyer's specifications, the buyer is responsible for the accuracy of all information provided to Paxpring.

8.4 Unless the development or supply of packaging for a particular product has been expressly agreed in writing, specifying the requirements that the product (or its packaging) must meet, no claims can be made against Paxpring because the product does not serve the purpose intended by the buyer.

8.5 If the buyer has received a sample or if it has been agreed that the first delivery shall be considered a sample delivery, the buyer may not submit claims to Paxpring for circumstances that the buyer should have determined prior to approval of the sample.

8.6 The buyer must inform Paxpring of mandatory and other requirements from or on behalf of government authorities regarding the packaging of the products. The buyer may not submit claims against Paxpring in the event of non-compliance with requirements imposed by or on behalf of government authorities, unless Paxpring has guaranteed compliance with such requirements in writing.

9. Product liability

9.1 Paxpring is not liable for personal injury or damage to consumers' property related to the (packaging) products supplied by it.

9.2 In this respect, Paxpring also accepts no liability for consequential damages of any kind, including business losses, loss of profit, or other indirect losses resulting from defects in the delivered products.

9.3 Paxpring is not liable for damage to products manufactured by the buyer or to products of which they form part, or for any other damage to movable or immovable property, unless it is proven that such damage is due to intent or gross negligence on the part of Paxpring or someone for whom Paxpring is liable.

9.4 To the extent that Paxpring is deemed to have product liability toward a third party, the buyer shall indemnify Paxpring for all damages for which Paxpring may be held liable insofar as such damages exceed the damages for which Paxpring would be liable under Article 9.3.

9.5 Paxpring and the buyer have a mutual obligation to ensure that they are summoned before the same court or arbitration tribunal for the assessment of damage claims against either of them based on damage allegedly caused by the delivered product.

10. Rights

10.1 All (intellectual, industrial, and other intellectual property) rights to products, drawings, prints, designs, technical data of any kind, samples, equipment, methods, molds, tools, production facilities, etc., are and remain the property of Paxpring.

10.2 If Paxpring and the buyer jointly develop products, Paxpring shall have the exclusive intellectual or industrial property rights to the products, drawings, designs, technical data of any kind, samples, equipment, methods, molds, tools, production facilities, etc., and shall have the full right to exploit them, including but not limited to production for other customers, patenting or other protection of the exclusive right, entering into license agreements, and further development of the aforementioned products and items.

10.3 All information as referred to in Articles 10.1 and 10.2 may not be used by the buyer without Paxpring's written consent, nor copied, reproduced, transferred, or otherwise disclosed to third parties.

10.4 Production tools that have been wholly or partially paid for by the buyer shall only be used by Paxpring for production for the buyer and will not be provided to the buyer or other third parties unless Paxpring agrees to this in writing.

11. Rights of third parties

The buyer shall indemnify Paxpring against any claims from third parties resulting from any rights they may have, including rights relating to patents, designs, trademarks, etc., concerning items, materials, or information provided by the buyer to Paxpring for the development and/or production of products, and shall reimburse Paxpring B.V. for all costs or expenses arising from such claims.

12. Force majeure

12.1 If Paxpring is prevented, hindered, or delayed in fulfilling any of its obligations under agreements concluded with the buyer due to trade disputes (whether involving employees of Paxpring or a third party), or due to the unavailability, interruption, failure, or delay of Paxpring's usual sources of supply, actions of national or local governments or other authorities, storm, fire, flooding, explosion, accident, theft, civil unrest, rebellion, war, or any other cause beyond Paxpring's reasonable control, the execution of legal acts, agreements, and other legal relationships in which Paxpring is involved may be suspended and/or canceled, and Paxpring shall not be liable for any resulting damage or consequential damage.

12.2 In such a case, Paxpring will make every effort to ensure that delivery can take place with a delay corresponding to the duration of the force majeure situation.

12.3 In the event of force majeure, all rights of the buyer against Paxpring lapse, including the right to cancel orders or submit claims for damages.

13. General

13.1 The Vienna Sales Convention (CISG) shall not apply, nor shall any other international regulation whose exclusion is permitted.

13.2 If any of these conditions is deemed unenforceable, the remaining conditions shall remain fully in force.

13.3 Any notice under an agreement between Paxpring and the buyer must be made in writing.

13.4 The validity, execution, and interpretation of these general terms and conditions and the legal relationships entered into by Paxpring with third parties are governed by Dutch law, and only the court in Amsterdam has jurisdiction to hear disputes arising therefrom.