

General Delivery Conditions

by
Everest Export BV
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§ 1 Scope

1. When mentioning Everest within these general conditions, this indicates: Everest Export BV (Euregiopark 32, 6467 JE Kerkrade, the Netherlands), or one of its connected partnerships. Within these general conditions, the term of services broadly indicate: "all of Everest's offered and/or executed services".
2. All of Everest's offers and services are exclusively applicable within these general conditions and terms. Additionally, these general terms and conditions are determinants in the contract creation for which Everest delivers the offered services to its contract partners (hereafter also named clients). These are likewise applicable for all future services and offers to the client, even if these have not been agreed upon separately yet.
3. Client's or third parties' terms and conditions are not applicable, even if Everest does not discuss their validity separately. Even if Everest receives written statements including a reference to the clients' or third parties' general conditions, this is not seen as a reason for accepting these general conditions' validity.

§ 2 Contract's proposition and creation

1. All of Everest's propositions are non-committal and non-binding, unless explicitly marked as binding or including an acceptance period. Orders and deliveries can be accepted by Everest within a period of fourteen days after receiving it.
2. The legal relationship between Everest and the customer is governed solely by the contract concluded in writing between them, including these general conditions. This written contract fully reflects all agreements to the client about the contract objective. Verbal promises by Everest as well as by its employees before entering in a contract are not legally binding. Additions and amendments to the agreements entered into, including these general terms and conditions, take effect by the written version.
3. Everest's guidelines and specifications in the field of service provision (e.g. technical specifications) as well as representations thereof (e.g. drawings and illustrations) are only decisive in a limited way, insofar as availability for the contractually intended purpose does not require an exact agreement. They are not guaranteed product features, but descriptions of the service provisions' specifications.
4. Everest retains all (industrial) property rights of all offers and cost estimates submitted by it, as well as the drawing, illustrations, calculations, brochures, catalogues, models, tools, and other documents and aids made available to the client. The client is not permitted to make these articles available to third parties in any way whatsoever, to provide information about them, and to use or reproduce them themselves or by third parties without the express permission of Everest. The client must return these articles to Everest in full at Everest's request and is required to destroy possible copies as far as these are no longer required for business purposes or if negotiations do not result in a contract.

§ 3 Subscription

1. A subscription will become valid on the day of the first delivery and is valid for a period of two (2) years, unless otherwise agreed in writing. The renewal for one (1) year at a time will take place automatically, unless the contract is cancelled within a period of six (6) months before the end of the current contract term.
2. A subscription reduction of a maximum of 15% is possible per contract year.

§ 4 Prices and payments

1. The agreed upon prices are valid for the deliveries described in the order confirmation or agreement made. Additional and special services are calculated based on the applicable price lists. The prices are excluding packaging, any fees, and other expenses. VAT is never included.
2. The agreed upon prices are determined in Everest's applicable price lists. In the event of changes in the prices for the services or deliveries given to the client, Everest reserves the right to adjust the agreed price rates accordingly.
3. The billing period is one (1) month, indicating 4,3452 weeks and billing takes place in advance, at the month's start. The invoice is immediately payable without any deductions, unless otherwise agreed between the contracting parties. The date of receipt of payment at Everest is decisive.
4. In case of failed deliveries due to reasons by the client (e.g. vacation, absence) or if the client refuses the services/deliveries offered by Everest, the claims of the agreed fees accruing to Everest, less saved applications, remain in full power.
5. If the client has not paid on the due date, the amounts still to be paid will be increased by 5% per year from the due date; the right to higher interest and further compensation in case of delay remains unaffected.
6. Set-off or withholding of payments due to client counterclaims are only permitted to the extent that they are undisputed or established by law and with the express consent of Everest.
7. Everest retains the right to perform or deliver services yet to be performed only against advance payment or guarantees.

§ 5 Services

1. The client obliges himself to use the products and materials made available by Everest exclusively for the agreed upon area of use. The towel rolls, floor mops, oil cloths, materials, etc. made available by Everest are Everest's property. The client is obliged to treat Everest's property attentively and with care.
2. Everest retains the right to transfer the performance of a service subscription with all obligations to third parties. The client is obliged to cooperate with this transfer.
3. The performance's place for all deliveries, services and claims between Everest and the client is exclusively Everest's place of business.

§ 6 Warranty/guarantee

1. The warranty period is one (1) year from delivery or purchase, insofar as a purchase is necessary.
2. Delivered goods must be carefully examined for shortages or damage immediately after delivery to the client, or to third parties linked to the client. These are considered accepted provided Everest knows so within seven (7) working days after delivery of the goods, or from the moment the damage is reported, which has arisen during normal use. This report must clearly relate to the shortage or damage and must be reported in writing (email) within the specified time limits.
3. At the request of Everest, the damaged goods can be returned to Everest.

§ 7 Liability

1. Everest's liability for damages, however based, is limited to the extent of fault in this paragraph.
2. Everest is not liable:
 - In the case of simple carelessness on the part of its corporate body, its legal representatives, staff, or temporary workers;
 - In the case of gross negligence by non-managerial staff or temporary workers, insofar as it does not concern an essential contractual obligation. The obligations for on-time and damage-free delivery are essential.
3. Everest's liability is limited to damage that Everest could have foreseen at the end of the contract as a possible consequence of a breach of the contract or should have taken into account the circumstances known to it or of which it should have been aware and would have foreseen normal care when using it. Indirect damage and consequential damage will only be compensated as far as such damage can be expected with the delivered goods' intended use.
4. Everest's liability for property and personal damage is limited to an amount that corresponds to the coverage amount of its product liability insurance or liability insurance.
5. The client is liable for loss and damage to articles that Everest has made available to them. The extent of damage replacement is determined by Everest's then-current price list.

§ 8 Termination of the subscription

1. The client has the right to cancel the subscription at the end of the contract year. A notice period of 6 months before the end of the agreement applies. If the subscription is cancelled before the end of the term for reasons of which the client is responsible, the client is obliged to reimburse Everest 80% of the remaining amount stated in the contract as a fixed amount. In this case, the client's right to fulfilment remains in place.
2. Everest has the right to cancel the subscription immediately in case of important reasons. A particularly important reason for Everest lies in consideration of all the circumstances of a single case, and in consideration of interests in which continuation of the contract cannot reasonably be expected for either party. This only applies if a request for the opening of insolvency proceedings concerning the client's assets is filed, insolvency proceedings are opened, the opening is rejected due to lack of assets or a comparable event takes place. The client is obliged to notify Everest immediately in writing in the event of business closure, change of ownership, or a similar event.
3. The termination must be made in writing and sent by registered mail to Everest.
4. The rented materials may be used until the contract's end, unless agreed upon otherwise in writing. The rented materials must be returned no later than two (2) weeks after the end of the contract date. Rented materials will be charged continuously until it is returned to and arrived at Everest. Any shortages will be charged as a loss on a final invoice.

§ Final provisions

1. For any business disputes between Everest and the client, Everest's place of business' court is solely responsible. Mandatory legal provisions regarding exclusive jurisdiction remain unaffected by this arrangement.
2. Dutch law applies exclusively to the relations between Everest and the client. The United Nations Agreement concerning contracts on the international sale of goods of April 11th 1980 (CISG) does not apply.
3. As far as the contract or these general conditions contain regulatory gaps, these will be filled with effective legal regulations as they would have been agreed if the contracting partners had agreed on the contract's economic objectives and the purpose of these general terms and conditions if those regulatory gaps were known had been.