
General Terms and Conditions of World Premix

Artikel 1. General provisions

1. These general terms and conditions apply to all offers, agreements and all subsequent actions between World Premix and you, the customer.
2. These conditions also apply if World Premix buys or purchases products from third parties and delivers them to you.
3. Your terms and conditions expressly do not apply.
4. If a provision of these general terms and condition is invalid or nullified then the remaining provisions remain in full force and effect. You must agree with new provisions. They shall correspond with the old invalid or nullified provisions as much as possible.
5. The provisions set forth in the agreement prevail if they are at odds with the provisions set forth in these general terms and conditions.
6. In these terms and conditions, 'in writing' also includes e-mail and WhatsApp.

Artikel 2. When is there question of an agreement?

1. Unless agreed upon otherwise in writing, all offers made by World Premix are without obligation and are valid for 30 days. The offer is based on the information provided by you. If this information turns out to be incorrect, World Premix can adjust the offer and the costs will be at your expense.
2. When you (verbally) agree to an offer from World Premix or place an order based on the price lists provided by World Premix, you will receive a written confirmation from World Premix. The agreement is concluded upon receipt of written confirmation from World Premix or upon the actual commencement of work by World Premix.
3. Dimensions, weights, images, drawings, technical and/or chemical specifications, type, quantity, composition and quality included in the offer are approximate.
4. If a change to the agreement leads to higher costs, World Premix can pass this on to you.
5. You cannot derive any rights from previous offers or advertising material provided by World Premix.

Artikel 3. How does the delivery take place?

1. World Premix delivers each and every performance as stipulated in writing and World Premix can rely on third parties for this.
2. The stipulated delivery period is not a fatal deadline. The delivery period commences when the agreement is concluded, provided that all necessary information has been received and any desired payment security has been given.
3. The products will be delivered to you by World Premix or a third party at the address provided by you, unless otherwise agreed in writing. You must ensure that the warehouses to which World Premix or a third party must deliver the products can be accessed unimpeded and without risk.
4. You must take delivery of the products at the moment that they are delivered to you. If you refuse to take delivery or provide insufficient information necessary for delivery, the products will be stored at your risk by World Premix. You are liable to pay the additional costs, including in any case the storage expenses.
5. When the products leave World Premix's warehouse, the risk of loss or damage to the products passes to you.
6. If it has been agreed that you will collect the products from World Premix, you must collect the products when World Premix indicates that they can be collected. If you have not picked up

the products – after demand to take delivery – after eight days then World Premix can sell the products to another party or store them at your risk. You are liable to pay the additional costs, including in any case the storage expenses. World Premix can rescind the agreement as the occasion arises.

7. Materials required to carry out the delivery, including IBC containers, drums, barrels and jerrycans remain the property of World Premix at all times.

Artikel 4. What can you expect from World Premix?

1. World Premix will carry out its work carefully to the best of its knowledge and experience. World Premix will look after your interests to the best of its ability.
2. World Premix will keep you informed about the performance of the service if you request it. If you request this, all information about the progress will be provided to you.
3. World Premix will treat all your data confidentially, insofar as World Premix should be aware that it concerns confidential data.

Artikel 5. What are your obligations?

1. You must provide World Premix with all the information required to carry out its work properly, on time and in full. You are responsible for ensuring that this information is correct.
2. You are held to inspect and check the delivered products and work carried out immediately after receipt. Any objections, defects or malfunctions must be reported in writing to World Premix immediately (within two days after you have discovered it). Without the said notification the relevant products are deemed to have been delivered without damages, defects or shortcomings and it is assumed that World Premix delivered in conformity with the agreement.
3. Complaints relating to defects that are not immediately visible must be reported in writing to World Premix immediately (within two days) after discovery, so that World Premix is able to investigate the complaint and, if necessary, take action.
4. The submission of a complaint shall not suspend your payment obligation.
5. Using, mixing or processing the delivered products in which defects, differences in quality or other differences have been found is not permitted. If you proceed to process or mix the products supplied by World Premix, you are responsible for this.
6. Analyses provided by World Premix may not be used for any purpose other than that for which they were prepared and provided.
7. If you want to take samples of the products, you must agree to this with World Premix in advance. Sampling is done under your responsibility.
8. You must ensure that:
 - a. World Premix will be given access to the place(s) where the work is carried out at the (working) times announced in advance. The location(s) and access must comply with legal safety requirements and other government regulations;
 - b. World Premix has timely access to any necessary information and approvals (such as permits, exemptions and decisions). You consult about this with World Premix if necessary;
 - c. if third parties must also carry out work at the location in question, you ensure that this work is completed before World Premix starts its work, so that World Premix can carry out its work unimpeded. If this is not possible, make sure that the coordination at the location is carried out effectively;
 - d. World Premix will be warned within a reasonable period of time before the date on which the activities would commence according to the agreement if World Premix cannot carry out the activities at the agreed upon time;
 - e. World Premix has prompt and ample opportunity for supply, storage and/or removal of materials and resources;
 - f. the place(s) where the work is to be carried out are free of excess materials, etc.;

- g. World Premix can provide connection facilities for any energy required, such as electricity, gas, water and so on. The energy costs are for your account;
 - h. the location where World Premix's equipment, materials, etc. must be stored or disposed of is such that damage or theft in any form whatsoever cannot take place;
 - i. sufficient facilities are available for the collection of (construction) waste;
 - j. World Premix can make use of other facilities that are reasonably desired, without any costs being incurred for World Premix.
9. If you do not comply (or do not comply in timely manner) with the aforementioned obligations, World Premix is entitled to suspend the implementation of the agreement until such time as you have complied with your obligations. The costs incurred in connection with the delay, or the costs for carrying out additional work, will be at your expense.

Artikel 6. What are the costs of World Premix's products and services?

1. In the written confirmation, the costs to be paid by you are specified in euros.
2. Any and all costs are exclusive of VAT. Other taxes imposed by the government are also not included.
3. World Premix has the right to change the price during the contract period due to changes in export tariffs imposed by a country. This shall be understood to include, among other things, changes in taxes and levies.
4. If you have not yet fulfilled all your (payment) obligations under the agreement, World Premix can postpone its obligations until you have fulfilled all your (payment) obligations.
5. You accept that the amount of the costs of the agreement can be affected if the parties decide to change approach, method of operation and/or scope, regardless of which party has given rise to this. Costs for additional work or products will be discussed verbally and charged to you separately.

Artikel 7. How do you pay for the products and services of World Premix?

1. World Premix will send an invoice directly to you. This is prepay, unless agreed upon otherwise in writing.
2. World Premix can demand full payment in advance or any other prepayment agreed in writing. If you fail to do so, World Premix can suspend the delivery of the products for as long as you have not complied with its request.
3. You are not entitled to suspend payments, on any grounds whatsoever, or to set off payments against (alleged) claims against World Premix. World Premix, however, does have this right.
4. For professional parties, if you do not pay within the agreed upon period, you are immediately in default and after the due date of the invoice, interest is due. This interest will be equal to the statutory commercial interest. As the occasion arises, you must also pay any and all (extra-)judicial collection costs of Business Name. The said costs amount to, in any case, 15% of the principal sum with a minimum of €150.
5. For consumers, if you do not pay within the agreed period, you will be in default after being notified of the late payment by World Premix and you have been given another period of 14 days to pay. If you have not yet paid, you will owe statutory interest and World Premix can charge the (extra-)judicial collection costs incurred.
6. World Premix is entitled to claim security from you for compliance with your (payment) obligations. World Premix is also authorised to change the payment conditions if it believes that your financial position or your payment behaviour gives cause to do so.
7. Do you object to the invoice? If so, you must inform World Premix accordingly in writing within 7 days after the date of the invoice. If you fail to do so then the invoiced amount is deemed to have been acknowledged. Objections to the invoice do not suspend your payment obligation.

Artikel 8. When and how does the agreement end?

1. If you cancel the agreement, you must reimburse the costs incurred or to be incurred by World Premix as a result and compensate the damage it suffers, up to a reasonable amount, without prejudice to the right of World Premix to claim compensation if and insofar as the damage exceeds the reasonable amount.
2. World Premix can immediately, without prior notice to you, suspend the implementation of the agreement or dissolve the agreement in whole or in part, if:
 - a. you fail to fulfil your obligations under the agreement (on time) and/or refuse to provide security for payment;
 - b. there is bankruptcy, (provisional) suspension of payments, receivership, debt restructuring or shutdown, liquidation or full or partial transfer of your business or death.

In that case, the World Premix does not have to pay any compensation to you and is also entitled to claim compensation and/or payment itself. If one of the these circumstances occurs then you are immediately in default.

3. World Premix has the right to continue to implement the agreement.

Artikel 9. How do you use the internet site?

1. Product images do not always have to match the appearance of the delivered products. In particular, changes in the appearance and packaging of products can occur following innovations in the range provided by the manufacturer. You cannot complain about detected defects if they concern the above-mentioned changes in the product.

Artikel 10. When is there a case of force majeure and what are the consequences?

1. Force majeure means that there are circumstances as a result of which the World Premix cannot, does not timely or does not properly perform its services or deliver products, without this being the World Premix's fault. In case of force majeure, there is no culpable shortcoming of World Premix.
2. Force majeure includes for example: fire, theft, wilful damage, riots, strikes, sit-down strikes, company disturbances, war, emergency weather, situations of actual inaccessibility of the work, change in regulations and failure to comply by a World Premix supplier. Force majeure shall also be deemed to exist if, based on government regulations, including import, export and transit bans, for safety reasons or business and transport disruptions of any nature whatsoever, World Premix cannot be expected to (further) continue the agreement.
3. If there is question of force majeure then World Premix can suspend the implementation of the agreement or (partly) rescind the agreement without thus being liable to pay compensation to you for this.
4. If World Premix has already fulfilled part of its obligations under the agreement when the force majeure occurs, World Premix is entitled to invoice the part already delivered or the work carried out separately.
5. If the force majeure continues for more than 60 consecutive days then you can rescind the agreement in writing. World Premix is not liable to pay compensation to you.

Artikel 11. Reservation of title

1. Any and all products delivered by World Premix remain the property of World Premix until you have paid the payable amount in full.
2. You can not pledge or otherwise encumber the said goods delivered subject to reservation of title.
3. If a third party imposes an attachment on the said delivered goods or intends to establish a right on the same then you must forthwith inform World Premix accordingly.
4. You are held to, where possible, insure the products delivered subject to reservation of title and keep them insured against fire, explosion and water damage as also against theft. If so requested by World Premix then World Premix can inspect the policy of the insurance.

Artikel 12. Intellectual property rights

1. You cannot disclose or reproduce the work of World Premix, unless World Premix gives you written consent for this. World Premix is entitled to the copyrights in respect of any and all works realised by or on its behalf.
2. You remain the owner of the documents that you made available to World Premix.
3. Any and all intellectual property rights, including but not limited to copyrights, trademark rights and database rights, in respect of the information, texts, images, logos, photos and illustrations on the internet site and in respect of the layout and design of the internet site are vested in World Premix and/or its licensors. You cannot infringe the said rights, which also includes making copies of the internet site other than technical copies required for the use of the internet site.

Artikel 13. Confidential information and personal data

1. The parties are held to keep any and all confidential information that they receive about the business of the other party secret. This also applies to hired third parties.
2. Information is deemed to be confidential if this is indicated as such by one of the parties.
3. If World Premix acts as the controller within the meaning of the General Data Protection Regulation (hereinafter referred to as: GDPR), World Premix is responsible for the protection of personal data of which the use by World Premix is required for the correct preparation and implementation of the agreement.
4. World Premix processes personal data with the utmost care and diligence and in accordance with the GDPR.
5. World Premix only uses the personal data to the extent that this is required to be of service to you, or to implement the agreement with you. The personal data shall not be retained longer than permitted by law or necessary to fulfil obligations under the agreement.
6. World Premix takes technical and organisational measures to guarantee an appropriate level of security with regard to personal data, in consideration of the state of the art and nature of the processing.
7. If you intend to rely on one of the rights to which you are entitled in pursuance of the GDPR then the relevant request can be submitted via order@worldpremix.com. World Premix shall handle this request within the statutory periods.
8. World Premix makes your data available to third parties and shall exclusively make them available if this is required for the implementation of our agreement or to comply with a statutory obligation. If World Premix makes your data available to third parties for other reasons, then World Premix is responsible for the lawful processing of this personal data.

Artikel 14. Who is liable for what?

1. World Premix provides its services to the best of its knowledge and ability. However, World Premix cannot guarantee that a desired result will be achieved at a specific time.
2. World Premix cannot be held liable for damages. Not even if such damage is directly or indirectly related to delay or suspension. World Premix is only liable if the damage is due to intent or deliberate recklessness.
3. World Premix is not liable for damage and/or loss of products or data during transport, regardless of whether the transport is carried out by or on behalf of World Premix.
4. If World Premix is liable, this liability is limited to a maximum of twice the invoice value of the assignment excluding turnover tax.
5. Damage such as operating and/or stagnation damage, consequential damage, loss of turnover and/or profit, loss of production or depreciation of products is excluded from compensation.
6. If you are sued for damages by a third party, you cannot pass on this claim to World Premix.
7. The information on the internet site is compiled and maintained by World Premix with continuous care and attention. However, errors cannot always be avoided. No rights can

therefore be derived in any way from the information provided on the website. World Premix accepts no liability for damage resulting in any way from the use of the website or from the incompleteness and/or inaccuracy of the information provided on the website and/or damage resulting from the (temporary) unavailability of the website.

8. World Premix is not responsible for photographs, descriptions and other information material on the website, which have been published by third parties.
9. Any liability of World Premix expires if you do not invoke the shortcoming within one year after delivery of products or services.

Artikel 15. Change of these terms and conditions

1. World Premix can always, without prior notice, change the general terms and conditions.
2. World Premix can announce changes of these terms and conditions by posting them on its website or by communicating them in a different way. Changes are also valid in respect of already existing agreements.

Artikel 16. Complaints and disputes

1. Are you not satisfied with our services? We appreciate it if you first inform us so that we can handle your complaint seriously. In order for us to be able to handle the complaint properly, the complaint must be submitted to World Premix within two months of you becoming aware of the complaint.
2. If a dispute nonetheless arises then you should address the competent court of the District Court of Eastern Brabant. The possibility to bring a dispute to the cognisance of the court expires one year after the reason for the dispute has arisen.

Artikel 17. Applicable law

All agreements and these general terms and conditions and actions arising from them shall be governed by Dutch law.