

General terms and conditions IMPACT

Email: info@impactgroupe.com

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Article 1 – Definitions

1. IMPACT:

IMPACT Groupe BV, established in Oude Meer, Chamber of Commerce number 64992136

IMPACT WorX BV, located in Oude Meer, Chamber of Commerce number 90461769

IMPACT Aero GmbH, located at Hahn Airport, Chamber of Commerce number HRB-24293

IMPACT WorX Ltd , established in Horsham , Chamber of Commerce number 14410021

THOMS Trading Ltd , established in Horsham , Chamber of Commerce number 11773714

2. Customer: the person with whom IMPACT has entered into an agreement.

3. Parties: IMPACT and customer together.

4. Consumer: a Customer who is also an individual and who acts as a private person.

Article 2 – Applicability

1. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products on behalf of IMPACT.

2. IMPACT and the Customer may only deviate from these conditions if this has been agreed in writing.

3. IMPACT and the Customer expressly exclude the applicability of the general terms and conditions of the Customer or others.

Article 3 – Prices

1. IMPACT uses prices in euros, excluding VAT and any other costs such as administration or shipping costs, unless otherwise agreed in writing.

2. IMPACT may always change the prices of its services and products on its website and in other communications.

3. IMPACT and the Customer agree on a total amount as a guideline price for a service provided by IMPACT, unless otherwise agreed in writing.

4. IMPACT may deviate up to 10% from the target price.

5. IMPACT must inform the Customer in a timely manner why a higher price is justified if the target price is more than 10% higher.

6. The Customer may cancel the part of the order that exceeds the target price (increased by 10%) if the target price is more than 10% higher.

7. IMPACT will communicate price adjustments to the Customer prior to their entry into force.

8. A consumer may cancel the agreement with IMPACT if he does not agree with the price increase.

Article 4 – Payments and payment terms

1. When entering into the agreement, IMPACT may request a down payment of up to 50% of the agreed amount.
2. The Customer must have made a subsequent payment within 14 days after delivery unless otherwise agreed in writing.
3. The payment terms used by IMPACT are fatal payment terms. This means that if the Customer has not paid the agreed amount by the last day of the payment term, he is automatically in arrears and in default, without IMPACT having to send the Customer a reminder or put him in default.
4. IMPACT may make a delivery dependent on immediate payment or require security for the total amount of the services or products.
5. The Customer pays for products immediately.
6. The Customer must pay invoices to IMPACT within 14 days of the invoice date, unless otherwise agreed or a different payment term is stated on the invoice.

Article 5 – Right of complaint

1. If the Customer is in default, IMPACT may invoke the right of complaint with regard to the unpaid products delivered to the Customer.
2. IMPACT exercises its right of complaint by means of a written or electronic communication to the Customer.
3. Once the Customer has been informed of the invoked right of complaint, the Customer must immediately return the products in question to IMPACT, unless otherwise agreed in writing.
4. The Customer shall pay the costs for the retrieval or return of the products in paragraph 3.

Article 6 – Right of withdrawal

1. A consumer may cancel an (online) purchase within 14 days after purchase without giving any reason. This right of withdrawal does not apply when:
 - The product has not been used
 - It is not a product that can spoil quickly
 - It is not a product that has been custom-made or adapted specifically for the consumer
 - It is not a product that cannot be returned for hygienic reasons
 - The seal is still intact, when it concerns data carriers with digital content
 - The product or service does not involve accommodation, travel or transportation
 - The consumer has not waived his right of withdrawal

- It does not concern a service that is fully performed within the cooling-off period with the consumer's consent and for which the consumer has declared that he waives the right of withdrawal

The following are also excluded:

- Financial services
 - Agreements requiring a notary
 - Agreements for an amount less than 50 euros
2. The 14-day reflection period in paragraph 1 commences:
 - On the day after the consumer receives the last product or part of 1 order
 - Once the consumer has concluded an agreement for the delivery of a service
 - Once the consumer has confirmed that he will purchase digital content via the internet
 3. The consumer can use his cooling-off period by sending an email with that subject to info@impactgroupe.com
 4. The consumer must return the product to IMPACT within 14 days after sending the email in paragraph 3.
 5. If the consumer does not return the product within 14 days after making his right of withdrawal known, his right of withdrawal will lapse.

Article 7 – Reimbursement of delivery costs

1. If the consumer has cancelled his purchase on time and has returned the entire order to IMPACT on time, IMPACT will refund any shipping costs paid by the consumer within 14 days of receipt of the order that has been returned in full on time.
2. Delivery costs will only be borne by IMPACT if the entire order is returned.

Article 8 – Reimbursement of return costs

1. If the consumer invokes his right of withdrawal and returns the entire order on time, the consumer will pay the costs for this.

Article 9 – Right of suspension

1. Unless the Customer is a consumer, he hereby waives the right to suspend the performance of any obligation arising from this agreement.

Article 10 – Right of retention

1. IMPACT may exercise its right of retention and in that case retain the Customer's products until the Customer has paid all outstanding invoices of IMPACT, unless the Customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements under which the Customer still has to pay money to IMPACT.
3. IMPACT is not liable for any damage suffered by the Customer as a result of the use of its right of retention.

Article 11 – Settlement

1. Unless the Customer is a consumer, he waives his right to offset a debt to IMPACT against a claim on IMPACT.

Article 12 – Retention of title

1. IMPACT shall retain ownership of all delivered products until the Customer has paid all outstanding invoices from IMPACT relating to an underlying agreement, including claims arising from failure to perform.
2. Until that time in paragraph 1, IMPACT may exercise its right of retention of title and take back the goods.
3. Before ownership has passed to the Customer, the Customer may not pledge, sell, alienate or otherwise encumber the products.
4. If IMPACT exercises its right of retention of title, the agreement will be terminated and IMPACT may claim damages, lost profits and interest from the Customer.

Article 13 – Delivery

1. Delivery will take place while stocks last.
2. Delivery will take place at IMPACT, unless otherwise agreed.
3. Delivery of products ordered online will take place at the address provided by the Customer.
4. If the Customer fails to pay the agreed amounts or fails to pay them on time, IMPACT may suspend its obligations until the Customer pays.
5. In the event of late payment, the creditor is in default, meaning that the Customer cannot object to late delivery against IMPACT.

Article 14 – Delivery time

1. The delivery times of IMPACT are indicative. If delivery is later, the Customer cannot derive any rights from this, unless otherwise agreed in writing.
2. The delivery time commences when the Customer has fully completed the ordering process and has received confirmation from IMPACT.
3. The Customer will not receive any compensation and may not cancel the agreement if IMPACT delivers later than agreed. The Customer may cancel the agreement if this has been agreed in writing or if IMPACT cannot deliver within 14 days, after having been reminded in writing or the Customer and IMPACT have agreed otherwise.

Article 15 – Actual delivery

1. The Customer must ensure that the actual delivery of his ordered products can take place on time.

Article 16 – Transport costs

1. The Customer shall pay the costs of transportation, unless the Customer and IMPACT have agreed otherwise in writing.

Article 17 – Packaging and shipping

1. If the packaging of a delivered product is opened or damaged, the Customer must have a note made of this by the carrier before receiving the product. If the Customer does not do this, he cannot hold IMPACT liable for any damage.
2. If the Customer arranges the transport of the product himself, he must report any visible damage to the products or the packaging to IMPACT prior to transport. If the Customer does not do this, he cannot hold IMPACT liable for any damage.

Article 18 – Insurance

1. The Customer must adequately insure and keep insured the following items against, among other things, fire, explosion and water damage, and theft:
 - Items supplied that are necessary for the performance of the underlying agreement
 - IMPACT matters present at the Customer
 - Items delivered under retention of title
2. The Customer shall provide IMPACT with the policy of these insurances for inspection at its first request.

Article 19 – Storage

1. If the Customer receives ordered products later than the agreed delivery date, the risk of any loss of quality is entirely for the Customer.
2. Any additional costs resulting from premature or late collection of products will be borne entirely by the Customer.

Article 20 – Withdrawal of order

1. The client is free to terminate the assignment to the service provider at any time.
2. If the client cancels the assignment, the client is obliged to pay a cancellation fee to the service provider:
 - More than 24 hours in advance: only any expenses incurred
 - Between 24 and 12 hours before the agreed start time: 50% of the agreed amount
 - Less than 12 hours in advance: 75% of the agreed amount
 - Cancellation on location: 100% of the agreed amount

Article 21 – Customer obligation

1. Client is obliged to report complaints about the work performed directly in writing to service provider. The complaint contains a description of the shortcoming in as much detail as possible, so that service provider is able to respond adequately.

2. In any case, a complaint cannot lead to the service provider being obliged to perform work other than that agreed upon.

Article 22 – Warranty

1. When the Customer and IMPACT have entered into an agreement with a service-providing nature, this only contains an obligation of effort for IMPACT and therefore not an obligation of result.
2. The warranty on products only applies to defects caused by defective workmanship or construction or defective materials.
3. The warranty does not apply:
 - In case of normal wear and tear
 - For damage caused by accidents
 - For damage caused by changes made to the product
 - For damage caused by negligence or improper use by the Customer
 - When the cause of the defect cannot be clearly determined
4. The risk of loss, damage or theft of the products supplied by IMPACT shall pass to the Customer as soon as they are legally or actually delivered, or at least come into the possession of the Customer or of a third party who receives the product on behalf of the Customer.

Article 23 – Exchange

1. The Customer may exchange a purchased item. The following conditions apply:
 - Exchanges take place within 14 days after purchase, provided the Customer can show the original invoice.
 - The product is returned in its original packaging
 - The product has not yet been used
2. Discounted items, perishable products, custom-made items or items specially adapted for the Customer cannot be exchanged.

Article 24 – Execution of the agreement

1. IMPACT will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. IMPACT may have the agreed services performed in whole or in part by others.
3. The agreement will be implemented in consultation and after written agreement and payment of any advance payment by the Customer.
4. The Customer must ensure that IMPACT can commence the execution of the agreement on time.
5. If the Customer does not ensure that IMPACT can start on time, the resulting additional costs will be charged to the Customer.

Article 25 – Provision of information by the Customer

1. The Customer shall make all information, data and documents relevant to the correct execution of the agreement available to IMPACT in a timely manner and in the desired form and manner.
2. The Customer is responsible for the accuracy and completeness of the information, data and documents provided, even if these originate from third parties, unless the nature of the agreement dictates otherwise.
3. When and to the extent a Customer requests this, IMPACT will return the relevant documents.
4. If the Customer does not, does not timely or does not properly provide the information, data or documents reasonably requested by IMPACT and the execution of the agreement is delayed as a result, the resulting additional costs and additional hours will be charged to the Customer.

Article 26 – Duration of service agreement

1. The agreement between IMPACT and the Customer for a service is entered into for a period of 3 years, unless the nature of the agreement dictates otherwise or unless otherwise agreed in writing.
2. After the expiry of the term in paragraph 1, the agreement will be tacitly converted into an agreement for an indefinite period, unless the Customer or IMPACT terminates the agreement with a notice period of 3 months. If the Customer is a consumer, a notice period of 1 month applies.

Article 27 – Termination of fixed-term service

1. The Customer may not terminate an agreement for a fixed-term service earlier than after 1 year.
2. After the minimum term of 1 year has expired, the Customer may terminate the agreement in paragraph 1 with a notice period of 3 months.
3. After the minimum term of 1 year, a consumer can terminate the agreement in paragraph 1 with a notice period of 1 month.
4. If the agreement for a service has been entered into for less than 1 year, the agreement cannot be cancelled prematurely.

Article 28 – Confidentiality

1. The Client shall keep confidential any information, in whatever form, that he receives from IMPACT.
2. The same applies to all other information concerning IMPACT of which the Customer knows or could reasonably suspect that it is secret or confidential, or of which he could expect that its dissemination could cause damage to IMPACT.
3. The Customer shall take all necessary measures to ensure that it keeps the information in paragraphs 1 and 2 confidential.
4. The confidentiality obligation described in this article does not apply to information:

- Which was already public before the Customer learned of this information or which later became public without this being the result of a breach of the Customer's duty of confidentiality
 - Which is made public by the customer on the basis of a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiry.

Article 29 – Penalty clause

1. If the Customer breaches the article on confidentiality or intellectual property, he must pay IMPACT an immediately due fine for each breach.
2. If the Customer is a consumer, the fine in paragraph 1 is: 1000 euros.
3. If the Customer is not a consumer, the fine in paragraph 1 is: 5,000 euros.
4. In addition, the Customer shall pay an amount equal to 5% of the applicable amount in paragraph 2 or 3 for each day that such breach continues.
5. The Customer must pay the fine in paragraph 1 without the need for a notice of default or legal proceedings. Nor does it have to be a case of damage.
6. In addition to the fine in paragraph 1, IMPACT may also claim damages from the Customer.

Article 30 – Indemnification

1. The Customer shall indemnify IMPACT against all claims from others relating to the products and/or services supplied by IMPACT.

Article 31 – Complaints

1. The Customer must examine a product or service supplied by IMPACT as soon as possible for any deficiencies.
2. If a delivered product or service does not meet what the Customer could reasonably expect, the Customer must notify IMPACT of this within 1 day of discovering the shortcoming.
3. A consumer must inform IMPACT of the shortcoming within 2 days of discovering it.
4. The Customer shall provide as detailed a description as possible of the shortcoming, so that IMPACT can respond appropriately.
5. The Customer must demonstrate that the complaint relates to an agreement between the Customer and IMPACT.
6. If a complaint concerns ongoing work, the Customer cannot demand that IMPACT perform work other than that agreed upon.

Article 32 – Notice of default

1. The Customer must notify IMPACT in writing of any notice of default.
2. The Customer is responsible for ensuring that his notice of default actually reaches IMPACT on time.

Article 33 – Customer liability

1. When IMPACT enters into an agreement with multiple Customers, each of them is jointly and severally liable for complying with the agreements in that agreement.

Article 34 – Liability of IMPACT

1. IMPACT is only liable for damage suffered by the Customer if that damage is caused by intent or deliberate recklessness.
2. If IMPACT is liable for damages, this only applies to direct damages related to the performance of an underlying agreement.
3. IMPACT is not liable for indirect damages, such as consequential damages, lost profits or damages to third parties.
4. If IMPACT is liable, this liability is limited to the amount paid out by a concluded (professional) liability insurance. If no insurance is concluded or no amount of damages is paid out, then the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and cannot lead to any compensation, dissolution or suspension.

Article 35 – Expiry period

1. Any right of the Customer to compensation from IMPACT expires 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of article 6:89 BW.

Article 36 – Dissolution

1. The Customer may cancel the agreement if IMPACT is culpably in breach of its obligations, unless these shortcomings do not justify termination due to their special nature or minor significance.
2. If IMPACT is still able to fulfil its obligations, dissolution can only take place after IMPACT is in default.
3. IMPACT may cancel the agreement with the Customer if the Customer does not fully or timely fulfil his obligations under the agreement, or if IMPACT has become aware of circumstances that give IMPACT good reason to assume that the Customer will not fulfil his obligations.

Article 37 – Force Majeure

1. In addition to Article 6:57BW, a shortcoming of IMPACT by the Customer cannot be attributed to IMPACT if there is force majeure.
2. The force majeure situation in paragraph 1 also includes, among other things:
 - An emergency such as a civil war or natural disaster
 - Default or force majeure by suppliers, deliverers or others
 - Power, electricity, internet, computer or telecom outages

- Computer viruses
 - Strikes
 - Government measures
 - Transportation problems
 - Bad weather conditions
 - Work stoppages
3. If a force majeure situation occurs as a result of which IMPACT cannot fulfil one or more obligations to the Customer, those obligations will be suspended until IMPACT can fulfil them.
 4. From the moment that a force majeure situation has lasted for at least 30 calendar days, both the Customer and IMPACT may cancel the agreement in writing in whole or in part.
 5. In the event of force majeure, IMPACT is not required to pay any compensation to the Customer, even if IMPACT benefits from this.

Article 38 – Amendment of agreement

1. If it is necessary to change a concluded agreement for its execution, the Customer and IMPACT may adjust the agreement.

Article 39 – Amendment of general terms and conditions

2. IMPACT may change these terms and conditions.
3. IMPACT may always implement changes of minor importance.
4. IMPACT will discuss major changes with the Customer in advance as much as possible.
5. In the event of a major change to the general terms and conditions, a consumer may terminate the underlying agreement.

Article 40 – Transfer of rights

1. The Customer may transfer rights under an agreement with IMPACT to others without the written consent of IMPACT.
2. This provision applies as a clause with property law effect as in Article 3:83 paragraph 2 of the Dutch Civil Code.

Article 41 – Consequences of nullity or voidability

1. If one or more provisions of these general terms and conditions prove to be null and void or voidable, this will not affect the other provisions of these terms and conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what IMPACT had in mind when drawing up the conditions on that point.

Article 42 – Applicable law and competent court

1. These general terms and conditions are governed by Dutch law.

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2. The court in the district of IMPACT's registered office has exclusive jurisdiction to hear any disputes between the Customer and IMPACT, unless the law provides otherwise.

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