

TERMS & CONDITIONS

Article 1 – General.

1. These general terms and conditions apply to all offers, transactions and agreements concerning the deliveries and/or services performed by us, including the associated agreements, unless otherwise agreed in writing.
2. These general terms and conditions always take precedence over those followed by the other party or a third party.
3. If for any reason one or more provisions of these general terms and conditions become null and void, or are avoided or invalid, the other provisions will remain fully in effect.

Article 2 – Definitions.

1. In these general terms and conditions, the term “items” is used, even when referring to just one item.
2. By “written”, we mean correspondence by letter, e-mail or fax.
3. “Delivery date” refers to the delivery date specified on the invoice, which is not a strict deadline but an open-ended one.
4. “Us” refers to X- Drive BV – (acting under the name GreenSteering)
5. “Client” refers to: buyer, customer, other party In other words: any natural or legal person who has a contractual relationship with us based on a sales agreement concluded with us or would like to have a different type of agreement. In particular, “client” refers to the commissioning party that pays for the items delivered.
6. “Factory site” refers to: the production site of our production partner(s)
7. “General terms and conditions” refers to: All of the provisions included here.

Article 3 – Offers.

1. Any offer we have made is free of obligations for both parties.
2. Every offer is based on performance under normal conditions and during normal working hours.
3. If it becomes apparent that the data supplied by the client for the proposal or agreement were incorrect X-Drive BV has the right to adjust the prices appropriately.
4. Offers from X-Drive BV are valid for a period of 30 days unless specified otherwise on the offer.

Article 4 – Orders and agreement

1. Offers, orders and agreements concluded by telephone, in writing or through mediation by X-Drive BV representatives or distributors are only binding after we have confirmed this offer in writing or from the into under the resolutive condition that the client is creditworthy.
2. If the client consists of more than one person (legal or natural) before or during any moment in the term of validity of the agreement, each of these affiliated persons (legal or natural) is jointly and severally liable to X-Drive BV for all claims deriving from the agreement. The client declares by concluding the agreement to be authorised and competent to make the affiliated person (legal or natural) jointly and severally liable in the agreement with X-Drive BV.
3. X-Drive BV retains the right to refuse an order or agreement without giving reasons.
4. The order confirmation sent by us to the buyer is complete and correct in accordance with the content of the concluded agreement. The buyer is assumed to agree with the content of the order confirmation unless he informs us in writing within 5 workdays after the date on our order confirmation that he cannot agree with the content.

Article 5 – Price.

1. The prices we quote are based on delivery from the factory, which means delivery to our factory site. The transport costs are invoiced to you on a separate invoice.
2. If one of the cost price factors is subject to an increase after the date of the offer – even if that happens under predictable circumstances – we are entitled to increase the agreed price appropriately.
3. All prices may be subject to typing errors. No liability will be accepted for the consequences of typing errors.
4. All prices are exclusive of tax and other charges imposed by the government.

Article 6 – Supplementary commissions.

1. All of the client's employees may make supplementary commissions, which are binding for the client. This authorisation extends to a sum of at most 15% of the price based on article 5.

Article 7 – Sizes and format.

1. Catalogues, images, drawings, size and weight specifications, etc. of products are not binding, unless they are expressly included in a contract signed by the parties or an order confirmation signed by us.
2. Changes to an order are paid by the client.
3. The drawings we provide remain our property and may not be copied or handed to third parties without our written permission.
4. We have the right to replace the originally agreed materials and/or constructions with materials and/or constructions that are as equivalent as possible.

Article 8 – Delivery period.

1. The delivery period starts on the latest of the deadlines given below:
 - a. The day on which the sum that must be paid before work can start according to article 12, par. 1 is received;
 - b. The day on which we have received the data, documents, etc. needed to carry out the commission from the client.
2. The specified delivery periods are free of obligation and approximate. Overdue delivery or carrying out of the activities does not give the client the right to non-fulfilment of any obligation we entered into, nor to compensation or annulment of the agreement.
3. The goods are considered delivered with regard to the delivery period when they are ready for inspection, collection or shipment.

Article 9 – Delivery.

1. The client has the right to inspect, or have inspected, the items delivered, repaired or processed by us before they leave our factory site. The client has 5 days after receipt of the goods to submit a complaint in writing about any defects or incorrect or non-delivery.
2. After the deadline specified in 9.1, the client could claim in respect of perceived intrinsic shortcomings of the product that may or may not fall under the warranty conditions of X- Drive BV after analysis on X-Drive BV.
3. Sending of products is done CFA our factory
4. By non-fulfilment of the obligation described under article 11, the items are stored at our factory site at the expense and risk of client for a charge of 2% per month of the price specified in article 5 of the items in question.

Article 10 – Transfer of risk and ownership.

1. As soon as the items in the sense of article 9 par. 3 can be considered delivered, the client bears the risk for all direct and indirect damage that might occur to or due to these items or their parts.
2. Without prejudice to the specification in the previous paragraph and in article 9 par. 3, the ownership of the items is transferred to the client when the entire sum the client owes us – including interest and costs – is paid in full.
3. We have the right at all times to take possession of the items that the client (or third parties) has in his possession, but that are actually our property, as soon as we can reasonably assume that there is a realistic chance that the client is not going to fulfil his obligations. The foregoing shall not affect the rights defined for us from the ordinary law: in particular, we retain the right to claim compensation from the client after taking possession of the items.

Article 11– payment.

1. Unless otherwise agreed, the payment of the agreed price will be done in two instalments:
 - 50% of the price when awarding the commission;
 - 50% before or upon delivery.
2. If the client does not pay by the agreed deadlines, he is held in default by operation of law and we will charge interest amounting to 8 percentage points above the 3-monthly Euribor rate from the due date, without any notice of default being required, and also all legal and extra-legal costs in connection with the collection of our claim.

3. In addition, if payment is delayed, we are entitled to take possession of delivered items without any notice of default or legal intervention being required – with or without disassembly.

4. Payments should be done in the manner we specified, without discount and without compensation.

5. If the client fails to meet any obligation, or not promptly or not adequately, or if the client is declared bankrupt, or his bankruptcy is sought, or he has requested suspension of payment or bankruptcy proceedings, or has decided to cease, partially cease, or liquidate his company, and/or if his possessions are attached in execution, then the client is deemed to be in default by operation of law and we have the right, without giving notice of default, and without judicial intervention being required, at our discretion to:

– Suspend the fulfilment of any, several or all of our obligations towards the client, for whatever reason, or

– Even if it was agreed otherwise, to claim cash settlement for every fulfilment of any of our obligations, or

– Annul the agreement(s) entirely or in part, or have them declared dissolved, without us being obliged to pay any compensation, guarantee or other obligation, and without any prejudice to the further rights we are entitled to.

6. Payments made by the client in conformance with article 6:44 Civil Code will first be applied to settle all interest payable, subsequently to settle legal and other costs, and finally those invoice amounts/claims due and payable which have been outstanding for the longest period, even though the client has stated that the payment relates to a later invoice/claim of X-Drive BV to the other party.

Article 12 – Guarantee.

1. A 2-year guarantee from the date of our invoice applies to all items delivered by us for construction and/or material faults if they could not be found by the inspection in the sense of article 9. 1. This guarantee covers free sending of all defective parts by us to the client, there will be no payment of the hours worked. The defective parts must be sent by the client at his expense to a location to be specified by X-Drive BV. X- Drive can decide that the defective parts do not have to be returned, the client is required to destroy them within 4 weeks and to confirm this in writing to X-Drive BV. The replaced materials sent back become our property without us being required to pay any compensation to the client.

2. The guarantee does not apply in cases of overloading or incorrect use or if the items we supplied were used by or on behalf of the client under circumstances and/or conditions that deviate considerably from those which are normal in Western Europe. The guarantee also does not apply if a change or repair is done without our prior knowledge and consent.

3. The guarantee can only be invoked by the client. When invoking the guarantee, the client must state the unique identification number of the guidance unit on the guarantee claim. For all other parts of the guidance system, the client must give the production batch numbers. The client must also state the invoice number and date of the original delivery on his guarantee claim.

Article 13 – Liability.

1. In compliance with the rule of law concerning public order and good faith, the following applies to our liability:

a. Our liability based on the agreement or the law is expressly limited to fulfilment of the guarantee obligation specified in article 4.4 of these terms and conditions; every claim for compensation is excluded except that for not fulfilling the guaranteed³ obligation.

b. Every claim for loss of profits or other indirect loss is excluded;

c. We are not liable for costs, damage and interests that may arise as a direct or indirect consequence of:

– Infringement of patents, licenses and other rights of third parties due to use of data supplied by us on behalf of the client;

– Acts or omissions by us, our subordinates or other personnel we employed or were employed on our behalf, except for deliberate intent;

– Exceeding the delivery period;

– Acts or omissions by third parties.

2. Condition for the existence of any right to compensation is that the client reports the damage

as soon as possible after its occurrence (within 30 days) to X- Drive BV in writing.

Article 14 – Force majeure

1. In case of force majeure, we are entitled at our discretion either to extend the delivery period by the duration of the hindrance or to annul the agreement affected by this hindrance to the extent it has not yet been implemented, without us being required to pay compensation or accept liability in any form.

2. Force majeure is defined here as any condition not subject to our will.

– Even if it could be anticipated at the time the agreement was concluded.

– That permanently or temporarily inhibits compliance with the agreement, and to the extent not included in the foregoing: technical problems, transport difficulties, war, threat of war, civil war, riot, strike, lock-out, transport difficulties, fire and other serious disruptions in our company, or in the company of our vendor or supplier.

Article 15– Termination and annulment

1. If the client does not fulfil, or not promptly or not completely, one or more obligations arising from these other agreements, X-Drive B.V is entitled without any notice of default or legal intervention being required and without being required to pay any compensation to suspend the fulfilment of the relevant agreement entirely or partially and/or to annul the relevant agreement entirely or partially, without prejudice to all its other rights. In addition, X-Drive BV can terminate the agreement immediately and without prior legal intervention through written notification if the client:

– Remains in default of payment of uncontested sums that are owed to X-Drive BV .and claimable as a result of the agreement.

– The client infringes laws restricting export or X-Drive BV has reason to suspect this.

Article 16 – Privacy and confidentiality

1. The client's data can be used by X – Drive BV to test the credit standing of the client. X-Drive BV is also entitled to make these data available to third parties. As far as the processing of data/personal data is concerned, the processing is defined in the sense of the Personal Data Protection Act.

2. X-Drive BV is not liable for any claim made by the client or involved party due to an act or omission by X-Drive BV if such an act or omission is a consequence of X-Drive BV complying with the law or the client's instructions.

Article 17 – Applicable law and final provision

1. Dutch law applies to all agreements to which these terms and conditions apply in their entirety or partially, as valid for the Kingdom in Europe. The Vienna Convention does not apply to this agreement.

2. Disputes arising as a result of an agreement to which these terms and conditions apply in their entirety or partially or of other agreements deriving from such agreements shall be referred to the competent court in the Netherlands.

3. The English translation of these terms and conditions is supplied to the client for information. In case of a conflict between the Dutch and the English versions, the Dutch version takes precedence.

4. If a provision from the agreement and/or the general terms and conditions should appear invalid, this will not affect the validity of the agreement/general terms and conditions as a whole. The Parties shall lay down a new provision or provisions by way of replacement, which as far as is possible by law gives shape to the intention of the original agreement/general terms and conditions.