

General Terms and Conditions

API-CAROPACK-EUROPE B.V., trading under
Retailbags.nl, Dammerweg 103 B, 1394GT
Nederhorst den Berg, The Netherlands

Article 1. Applicability

1. These general terms and conditions apply to all our offers and agreements with a contractual partner (hereafter: buyer)
2. Parties in agreement can only deviate from these terms and conditions by an agreement in writing.
3. The general terms and conditions of a buyer are non-applicable.

Article 2. Tender and agreement

1. All tenders, special offers, estimates, prices, delivery periods and availability shall be free of obligation and are non-binding.
2. The tenders shall be valid for a period of 14 days, unless indicated otherwise.
3. The designs, drawings, models, photos, samples, proof-sheets and attachments included with the tender, are our property and remain so, and are in no way to be made available to third parties.
4. A proof sheet is enclosed with the order confirmation. If Retailbags.nl and buyer reach an agreement, it is deemed that buyer has checked the proof and has agreed to its content.
5. If buyer is found guilty of infringement of the aforementioned matters, as well as infringement of any other intellectual property, the client will be liable for damage suffered and to be suffered by Retailbags.nl, including loss of profit.
6. Confirmation of the agreement takes place by means of a written acceptance by the buyer and Retailbags.nl, by which a binding agreement is deemed to have been reached. If Retailbags.nl and the client come to an agreement in a manner other than in writing, and Retailbags.nl already implements the agreement, the content of the offer applies and an agreement is deemed to have been concluded.
7. Any agreement and / or commitment agreed by an employee or by other as acting representatives, shall only bind Retailbags.nl if the agreement and / or commitment has been confirmed by a director.

Article 3. Delivery

1. Delivery shall be made ex delivery address provided by buyer.
2. A term of delivery shall only be indicative, and the deadline is not fatal, unless agreed upon otherwise.
3. If buyer chooses to have the goods delivered in another manner that agreed upon, or to be stored by Retailbags.nl, Retailbags is entitled to store the goods at buyer's risk and expense.
4. If Retailbags.nl agrees to store goods for the buyer, there is a purchase obligation for the entire order. The costs of storage are passed on to the following invoice.

Article 4. Change of the agreement

1. If during the execution of the agreement it is deemed necessary to change and / or supplement the agreement, buyer and Retailbags.nl will adjust the agreement in time.
2. If the delivery period also changes due to the abovementioned change, Retailbags.nl will inform buyer of the new delivery period as soon as possible.

Article 5. Deviations

1. The buyer is responsible for providing the correct information for a tender. The buyer must consider small

deviations regarding data, sizes, PMS and / or CMYK codes, color fastness and the like. These small deviations cannot be a reason for termination of the agreement, or discount or compensation or other rights.

2. Production differences (over - under deliveries) are possible and will be settled on the invoice.

Article 6. Liability

1. After the goods have been delivered, the buyer must check the goods for defects as soon as possible, as well as the correctness of the delivered goods, the quality and whether it corresponds to what has been agreed upon and if the quantity of the goods corresponds to what has been agreed upon
2. If the buyer detects a defect or shortcoming, buyer must report this in writing within 8 days of delivery.
3. Even though a defect or shortcoming is detected and reported in time, this cannot dismiss the obligation to fulfillment of the agreement.
4. Retailbags.nl can in no way be obliged to pay a compensation to a buyer and / or third parties for damage suffered by buyer or a third party as a result of delivered products.
5. Retailbags.nl is in no way liable if a defective product results from incorrect and / or incomplete information provided by buyer.

Article 7. Retention of title

1. All goods delivered by Retailbags.nl shall remain Retailbags' property until buyer has fulfilled all obligations under agreement. We reserve the right to demand assurances from buyer regarding fulfillment of his obligations.

Article 8. Payment

1. Payment must be made within 14 days from the date of invoice, unless agreed upon otherwise. If buyer fails to fulfill his payment obligation within the term of 14 days, then buyer shall be in default by operation of law. If abovementioned is the case, Retailbags.nl has the right to suspend the fulfillment of all our obligations with buyer, without prejudice to all our rights arising from Dutch law.
2. If the buyer fails to fulfill his obligations, then all reasonable costs incurred to have all extrajudicial costs and debts paid shall be borne by the buyer.
3. Retailbags.nl has the right to ask for a down payment. If the down payment is not paid in time, the delivery period will be suspended according the amount of days that buyer is in default.

Article 9. Force majeure

1. Force majeure is to be understood to mean any circumstance beyond our control that is such that compliance with the agreement cannot reasonably be required of us. If, due to force majeure, we are unable to fulfill our delivery obligation properly or on time, we are entitled to regard the agreement or the part that has not yet been executed as dissolved, or to suspend it for a definite or indefinite period.
2. In the event of force majeure, Retailbags.nl shall not be liable to pay any form of compensation to buyer.

Article 10. Applicable law

1. Dutch law shall apply to every agreement between Retailbags.nl and the buyer.

Article 11. Disputes

1. If an insolvable dispute emerges between Retailbags.nl and buyer, the matter shall be referred to the competent court by law.