



General Terms and Conditions of Tacx B.V.

Tacx B.V.
Rijksstraatweg 52
2214 BW Wassenaar
Nederland

Article 1 Definitions and application

1. These General Terms and Conditions are applicable to all legal relationships, including agreements and offers, between Tacx International B.V., hereinafter called Tacx, and the other party. Unless otherwise provided for below, all such legal relationships are hereinafter referred to as 'agreements'.
2. In these General Terms and Conditions the 'other party' is taken to be the party who, as buyer, principal, hirer or in any capacity whatsoever, engages in a transaction with Tacx.
3. No General Terms and Conditions of the other party are applicable or binding on Tacx.
4. These General Terms and Conditions are also applicable to all legal relationships between the other party and any party affiliated to Tacx, such as subsidiary, sister or parent companies. In that case in these General Terms and Conditions Tacx is taken to be that affiliated party.
5. Any derogation from the present terms and conditions is permissible only in so far as it is expressly agreed in writing. Those terms and conditions from which there is no written and express derogation remain fully in force. Unless expressly provided otherwise in writing, any derogation from the present terms and conditions applies only in respect of the cases specifically determined by that agreement.
6. If one of the provisions of these General Terms and Conditions is null and void, a provision that resembles as closely as possible the null and void provision and that is considered valid will be deemed to have taken its place. The same applies to provisions that Tacx is unable to invoke for other reasons.
7. In the event that these General Terms and Conditions are drawn up in a language other than Dutch, then in the event of conflict between that translation and the Dutch text in any part, the Dutch text will prevail for the part in question.

Article 2: Agreement

1. All offers by Tacx are without obligation. The mere provision of a price quotation, estimate, advance calculation or similar communication by Tacx, whether or not designated as an offer, does not oblige Tacx to conclude an agreement.
An agreement comes into being only when the acceptance of the offer without obligation reaches Tacx, unless Tacx revokes its offer without obligation immediately following receipt of the acceptance.
2. If any reservation or any alteration of the offer is made in the acceptance, then, notwithstanding the provisions of the previous paragraph, the agreement will only become effective if and when Tacx confirms in writing to the other party that it consents to this derogation from its offer. Such consent will, however, never be deemed to relate to the applicability of any General Terms and Conditions observed by the other party.
3. Juristic acts of the other party with employees of Tacx are not binding on Tacx, unless and in so far as such juristic acts are accepted by Tacx expressly and in writing.

Article 3: Derogations

1. Price quotations in the agreement are always made on the basis of the prices applicable at the time of the offer. Unless expressly indicated otherwise, prices are always quoted exclusive of turnover tax and other government levies.

The Tacx logo is displayed in a large, white, sans-serif font against a blue background. The background of the entire page header features a blurred image of industrial machinery, likely a bicycle repair station, with various tools and components visible.

2. Tacx is entitled to increase the agreed price if one or more of the following circumstances occur after the conclusion of the agreement: increases in exchange rates, an increase in the costs of raw materials, materials, semi-manufactures or services that are necessary for the performance of the agreement, increase in despatch costs, wages and salaries, employer's charges, social insurance, costs involved in other conditions of employment, transport, introduction of new and/or increase in existing government levies, import and export duties or other levies and/or taxes in the Netherlands and abroad, or, in general, such circumstances as are comparable to any of the above. If such a circumstance should occur, then Tacx is entitled to increase the agreed price in proportion with the increase in question.
3. Tacx is permitted to differ from specified weights, quantities, delivery times, technical details, sizes, capacities, etc. in so far as such a difference is of only minor significance. Differences of 10% or less in the total weight, quantities, delivery times, and so forth, and differences which, taking account of all the circumstances, can reasonably be said to have no influence or only a minor influence on the value of the goods sold or supplied will always be deemed to be differences of minor significance.
4. If in the performance of the agreement extra costs have to be incurred and/or extra risks are present, then Tacx may add a surcharge onto the agreed prices that is proportionate to those extra costs and extra risks.
5. Tacx is authorised at all times to have this agreement performed by third parties.

Article 4: Prices and rates

1. Prices and/or rates (together referred to below as prices) will be agreed by parties for all goods and, where applicable, activities, failing which the price normally charged by Tacx or a fair price (if this is higher) will apply.
2. Previously agreed or charged prices will not be binding on Tacx, unless they are expressly confirmed in writing in a subsequent agreement.

Article 5: Termination of agreement

1. If the other party does not fulfil his obligations towards Tacx, or does not fulfil them on time or properly, or if he is declared bankrupt, applies for suspension of payment or statutory debt rescheduling, or if he offers his creditors or some of his creditors an arrangement or settlement, including in the event of seizure of all or part of his assets, or if he proceeds with the sale or liquidation of his business, including in the case of decease or placement under guardianship, or if in any other manner he loses the control or direction of all or part of his business or property, then, without notice of default, Tacx is entitled to suspend further performance of the agreement, or to dissolve it in full or in part. Tacx is then entitled at all times to demand compensation from the other party as well as to take back any goods supplied.
2. In the event that the other party wishes to dissolve the agreement, he will first always give Tacx prior written notice of default, and allow a reasonable period of time for this in order to enable Tacx still to fulfil its obligations, or to rectify shortcomings, which shortcomings the other party must specify precisely.

Article 6: Payment and security

1. Unless agreed otherwise, payment of the purchase price, remuneration or other form of consideration for which Tacx provides a performance should be made within eight days of the date on which the goods or services sold are made available to the other party, and will then be claimable, without deduction of any discount, compensation or set-off against any (other) claim which the other party may have on Tacx. Set-off or suspension of payment by the other party, on any grounds whatsoever and by whatever name it may be known, is excluded.
2. Every supply, including supply of part of a combined order, can be invoiced separately if part of a combined order is separately of value.

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3. If Tacx has two or more claims on the other party, then a payment by the other party will be used first of all to pay off any costs that may be owed, subsequently the interest and thereafter the oldest claim, regardless of which claim or which component the other party designates.
4. If the payment period intended in paragraph 1 is exceeded, then contractual interest at a rate of 12% a year will be owed from the due date, without any notice of default being necessary, together with reimbursement of any judicial and/or extra-judicial costs incurred in collecting the claim, in accordance with the report "Voor Werk II", subject to a minimum of € 200,00 irrespective of whether those costs have actually been incurred. If the statutory interest in a given period exceeds the contractual interest, then the statutory interest will be owed for that period instead of the contractual interest. Judicial costs include all costs for the collection of the claim, such as the costs of seizure, litigation costs and the costs of an application for bankruptcy.
5. Before making delivery or continuing the delivery or (otherwise) starting performance of the agreement, Tacx is entitled to require sufficient security for the prompt fulfilment of the payment obligations of the other party. In the case of any default, the other party is obliged to provide sufficient security, including pledging, (this being a matter for the assessment of Tacx) in order to secure fulfilment of the payment obligations. The security provided must be such that the claim and any interest and costs due in respect of it are duly covered. In the event of any default, the other party will be obliged at the first request of Tacx, to fulfil his payment obligations to it in some other way acceptable to Tacx. Tacx will always be entitled to refuse the mode of payment proposed by the other party as referred to in the previous sentence.
6. The other party hereby grants Tacx in advance a right of pledge on all property that may be transferred to the control of Tacx by the other party within the framework of the agreement, as additional security for everything which the other party, in any capacity and on any grounds whatsoever, may owe to Tacx, including non-claimable and conditional debts.
7. The refusal by the other party to provide the requested security will entitle Tacx to dissolve the agreement, without prejudice to its right to claim compensation for any loss or damage suffered by it.

Article 7: Carriage and insurance

1. Unless expressly agreed otherwise, Tacx will be entitled to designate the carrier of the goods sold or other goods to be supplied, regardless of who is liable to bear the costs of carriage.
2. Unless expressly agreed otherwise, the costs of carriage will be borne by the other party.
3. The other party will be obliged to take out all necessary, customary and/or desirable insurance in relation to the goods supplied or yet to be supplied, including carriage insurance, in any event from the place or moment of delivery as referred to in article 8, paragraph 1, or, as the case may be, article 8, paragraph 2.

Article 8: Delivery and risk

1. Unless expressly agreed otherwise in writing, delivery of goods to the other party will occur at the place where Tacx carries on its business or has obtained those goods ("ex works"). Delivery will be deemed to have taken place by Tacx advising the other party that the goods have been or are being delivered.
2. From the time of delivery at the agreed place the delivered goods fall fully to the account and risk of the other party. The other party is obliged to co-operate fully in the delivery. The other party will be in default, even without a warning to this effect, if he does not collect goods to be delivered after the first request of Tacx, or refuses to take receipt of goods to be delivered.
3. Carriage of goods to be delivered, irrespective of under whose instruction or in whose name this takes place, always falls to the account and risk of the other party, not only when free delivery was agreed, but in all other cases.
4. The acceptance of goods by the carrier from or on behalf of Tacx will serve as proof that they have been received in externally good condition, unless the contrary is evident from the consignment note or proof of receipt.



Article 9: Complaints

1. Following supply and/or other performance by Tacx, the other party will check without delay whether Tacx has properly fulfilled the agreement and will also be obliged to notify Tacx in writing immediately if he finds that this is not the case. The other party should in any event carry out the investigation referred to in this paragraph and make the relevant notification within no more than two calendar days after delivery or completion.
2. In the event of non conforming goods or performance, Tacx will always be entitled to replace such goods or performance with new goods or performance that are/is sound or, at the discretion of Tacx, to reimburse the difference in value between a sound performance and the performance actually supplied, without prejudice to that provided for in article 3, paragraph 3. Fulfilment of the agreement will then be deemed to be fully sound. In this case the other party may not dissolve the agreement.
3. Fulfilment of the agreement will be deemed to be sound if the other party has continued to fail to carry out the investigation referred to in paragraph 1 of this article in good time.
4. The invoice of Tacx will be deemed to be correct if the other party has not submitted a written protest to Tacx within no more than eight calendar days of the date of the invoice.
5. If the periods referred to in paragraphs 1 and 4 must be deemed to be unacceptably short according to manifest criteria of reasonableness and fairness, even for a careful and attentive other party, then these periods will be automatically extended until no later than the first opportunity when the investigation or, as the case may be, notification to Tacx may reasonably be deemed possible for the other party.
6. Performance by Tacx will in any event be deemed to be sound if the other party has used supplied goods or part thereof, or has treated or processed them, supplied them to third parties, or has caused them to be used, treated or processed or supplied to third parties, unless the other party has observed the provisions of the first paragraph of this article.

Article 10: Reservation of title

1. All goods supplied or yet to be supplied by, on behalf of or for the account and risk of Tacx under the terms of any agreement whatsoever remain the inalienable property of Tacx or the party who is the owner of such goods until the other party fulfils all claims relating to the consideration to be provided for goods supplied or yet to be supplied by Tacx pursuant to such an agreement in favour of the acquirer, or for activities performed or yet to be performed by Tacx pursuant to an agreement, or relating to claims for a failure to perform such agreements, including claims in respect of penalties, interest and costs.
2. As long as the other party is not in any default in relation to the fulfilment of any agreement with Tacx, he will be entitled to use and/or process the supplied goods in such a way as is normal in his business. To provide for the eventuality that the right of ownership of Tacx is lost because the goods are used in the creation of new goods, amalgamated with other goods, become a component of other goods or otherwise, the other party hereby transfers in advance the ownership or co-ownership of the new goods thus created to Tacx in proportion to the invoice value. The other party will from then on act free of charge as holder and depositary of the relevant goods to which Tacx accrues ownership or co-ownership.
3. If the other party is in default, then Tacx will be entitled to claim the goods immediately from anyone holding them.

Article 11: Intellectual property

Tacx reserves the right at all times to the intellectual property rights in respect of everything that it has supplied to the other party, and in respect of everything connected directly or indirectly with it. The other party shall therefore respect the trade name, mark or any other intellectual property right of Tacx and shall not use them or the name of Tacx without the express written consent of Tacx with the intention of associating with Tacx in any way whatsoever other goods or services than those of Tacx, either directly or indirectly.

The Tacx logo is displayed in a large, white, sans-serif font against a blue background. The background of the entire page features a blurred image of a bicycle's rear wheel and drivetrain.

Article 12: Warranty

1. Tacx warrants that the goods supplied by it satisfy the purpose for which they are manifestly supplied and which is known to Tacx.
2. If Tacx is not given adequate opportunity to remedy any imperfection in or connected with goods supplied, all costs resulting from this will be borne by the other party.
3. The warranty does not apply if the other party or third parties have - without the express written consent of Tacx - performed work on the goods supplied, further treated or processed them or stored them without due care and, in general, in all cases in which the other party acts without the care that Tacx is entitled to expect of an attentive and careful other party.
4. The warranty will also not apply if it transpires that the goods supplied are not used in accordance with the directions for use supplied on commissioning or are not used for the purpose for which they were bought.

Article 13: After-sales and inspections

1. Tacx should be given the opportunity, if desired, to take measures to mitigate damage if it fails in the fulfilment of any obligation residing with it.
2. If Tacx is not given sufficient opportunity to remedy any defect that occurs, all costs resulting from this will be borne by the other party.
3. If it is agreed that inspections will be made or if this is desirable, at the discretion of Tacx, the other party shall co-operate in any way desired by Tacx for this purpose.
4. Unless agreed otherwise, inspections will be carried out for the account of the other party.

Article 14: Quality standards of bottles

1. The following provisions apply specifically to the sale and supply of printed bottles, contrary to the provisions of article 3 paragraph 3.
2. Tacx prints coloured bottles and/or has them printed with printing applied on a white film background. As regards overlap with other colours, a tolerance of 0.5 mm is permitted in making the films or, in the event that a larger deviation arises, such a minimum tolerance as is considered reasonable in the given case. Tacx is under no circumstances liable for claims against deviations within this (these) tolerance(s).
3. Tacx is not liable for colour differences between the PMS colours on coloured bottles and the PMS colours on the colour range. Such colour differences also occur as a result of use of a white background and is therefore unavoidable. The costs of and responsibility for colour differences shall not be borne by Tacx.
4. The other party shall, in its designs, take into account a tolerance of 0.5 mm, or such a tolerance as is considered reasonable in a given case, in the event that several colours are printed on top of each other.
5. When printing in full colour, Tacx shall attempt as best as possible to recreate the colours on the colour print. The other party must, however, accept that the specific colours that are composed from the four basic colours may deviate from the PMS colours of the colour print. The other party shall, within reason, take into account the fact that the colour shall never be the exact PMS colour specified on the colour range. The costs of deviations in colour shall not be borne by Tacx, except in the event of intent or gross negligence on the part of Tacx.
6. In the event that the other party chooses to undertake the complete design of the film, that party must take into account an overlap of 2 mm. The costs of a possible accumulation of colours arising from this shall no longer be borne by Tacx but shall be entirely at the risk of the other party.
7. In connection with the provisions of paragraph 5, the other party may choose to make the film shorter as a result of which there is no overlap. In this case, the other party must take into account the fact that there will then be an unprinted strip from the top to the bottom of the bottle.
8. The other party shall, in its designs, take into account the size of bottlenecks and openings of a minimum of 0.5 mm. The other party shall take into account the fact that smaller openings can become blocked as a result of which the flow from the bottles becomes insufficient. Designing bottles whereby this and/or similar could occur is entirely at the risk of the other party.

The Tacx logo is displayed in a large, white, sans-serif font against a blue background. The letters 'T' and 'a' are connected, and the 'c' and 'x' are also connected. The background of the logo area is a light blue with a subtle pattern of white dots.

9. The other party shall, in its designs, take into account the seams of the bottle. With regard to the Splash and Sport Bottle, the beginning and the end are regarded as one of the two seams. The other party must take into account the second seam if he does not wish a logo to be printed across this seam. With regard to the Source Bottle, the seam runs diagonally across the front side of the bottle with respect to the position of the lid.
10. The other party is wholly responsible for the films supplied by himself. In the event that the provisions of the previous paragraphs are not or are insufficiently taken into account, Tacx bears no responsibility whatsoever for the result and may under no circumstances be held liable for this. With regard to the extent of possible liability, the provisions of paragraphs 5 up to and including 8 of article 15 remain in full force.

Article 15: Liability

1. Tacx is not obliged to pay compensation as a consequence of failure in fulfilment of any obligation or as a consequence of an unlawful act if it cannot be imputed to Tacx. This is the case where the failure is not imputable to its fault and is not attributable to some cause for which it is responsible by law, by juristic act or in accordance with standard practice. In this case the other party cannot dissolve the agreement.
2. Non-imputability as referred to in paragraph 1 exists, inter alia, in the event of extreme and/or unsuitable weather conditions, war or risk of war, infection or danger of infection, staff sickness, extreme or unexpected stagnation of traffic, obstruction of the transport route, disruption of the business of Tacx or in that of one of the suppliers or third parties involved in performing the agreement, breakdowns of machines used by Tacx or third parties involved, any failure on the part of suppliers or third parties involved, delay in the supply of parts, government measures and any delay or shortage of capacity at Tacx that is caused by the above-mentioned circumstances.
3. Tacx accepts no liability of any kind for defects in the performance of the agreement due to the fault or involvement of the other party or third parties for whom the other party is responsible. Tacx is also not liable for loss or damage caused by the implementation by employees of Tacx of instructions, advice or directions of the other party which fall outside the scope of the activities resulting from the order, unless the other party proves that this is attributable to intent or gross negligence.
4. Tacx is liable for non-performance or incorrect or partly incorrect performance of the agreement and for advice given or studies made only if and in so far as this is a direct consequence of intent or gross negligence on the part of people working in positions of authority at Tacx.
5. Without prejudice to that provided for elsewhere in this article, if on the grounds of an attributable failure Tacx is bound to compensate the other party for loss, then Tacx shall have the opportunity, at its discretion, either to remedy in kind, in other words to replace those goods not correctly supplied, or to compensate in money.
6. The obligation to compensate loss or damage incurred may not in any case relate to any loss of turnover or any other business loss and/or consequential loss.
7. In no case will the obligation to compensate loss or damage ever exceed an obligation to credit the amount of the invoice (excluding turnover tax) in respect of the part not performed or incorrectly performed.
8. In no case will Tacx ever be liable for loss or damage on any account whatsoever, in so far as such loss or damage exceeds € 10,000.00.
9. Persons in positions of authority, partners, managers, employees and others involved at Tacx can invoke the same defences against the other party in order to refute or limit liability if they are sued by the other party.

The Tacx logo is displayed in a large, white, sans-serif font against a blue background. The letters are bold and modern.

Article 16: Indemnification

If Tacx is sued by a third party for any loss or damage or for part of the amount of loss or damage for which it would not be liable under the agreement or these terms and conditions if the loss or damage had been suffered by the other party, then the other party shall fully indemnify Tacx in this respect and shall compensate Tacx for everything which Tacx must pay to that third party. The other party is also obliged to indemnify Tacx against loss or damage consisting of and/or caused by fines, claims, periodic penalty payments or other measures imposed by the authorities. These indemnification obligations are also valid for persons in positions of authority, partners, managers, employees and others involved at Tacx.

Article 17: Two or more other parties; two or more signatories

If two or more other parties have together entered into an agreement, or two or more people have signed an agreement with Tacx, then each of them will be jointly and severally liable for each obligation of the other parties resulting from that agreement.

Article 18: Jurisdiction and application of Dutch law

1. All disputes, including those concerning the applicability of the present terms and conditions, will be exclusively adjudicated by the competent civil court in the Netherlands, namely the court in the judicial district in which Tacx has its registered office. Tacx will, however, be entitled, if it so desires, to submit duly qualified disputes to another court that has jurisdiction at law.
2. Quotations, offers, acceptances and agreements are governed by the law of the Netherlands.
3. The UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 (Dutch Treaty Series 1986, 61) does not apply and is hereby expressly excluded.

filed with the court registry of the court of The Hague under number 18/2002.