

# TERMS OF SERVICE

Trade2Day B.V. | trade2day.nl  
CoC: 92891551 | Version: March 2026

Please read these Terms and Conditions ("Terms") carefully before using the website trade2day.nl and the services of Trade2Day B.V. By placing an order or using our website, you agree to be bound by these Terms.

## Definitions

In these Terms, the following definitions apply:

- Terms and Conditions: these general terms and conditions of sale and delivery of Trade2Day.
- Trade2Day: Trade2Day B.V., established in the Netherlands, registered with the Dutch Chamber of Commerce under number 92891551, operating via the website trade2day.nl, hereinafter: 'the Seller'.
- Buyer: any business or individual entering into an agreement with the Seller and/or intending to do so.
- Offer: any oral or written offer made by the Seller to the Buyer, including quotations and any other terms.
- Order: any written order placed by the Buyer with the Seller for the delivery of products.
- Agreement: any (purchase) contract concluded between the Seller and the Buyer, including any amendments or additions thereto, and all (legal) acts in preparation and execution of that agreement.
- Parties: the Seller and the Buyer jointly.
- Request for Quotation: an oral or written invitation by the Buyer to the Seller to submit an Offer.

## Article 1 – Applicability

1.1 These Terms and Conditions apply to all Requests for Quotations, offers, Orders and Agreements, as well as to deliveries of products that the Seller has fulfilled by third parties. The Seller explicitly dismisses the applicability of any purchase conditions of the Buyer.

1.2 The Seller reserves the right to amend these Terms and Conditions unilaterally. The amended terms will be sent to the Buyer and will take effect on the date specified by the Seller, with at least one month between notification and the effective date.

1.3 Where these Terms and Conditions or an Agreement have been drafted in a language other than Dutch, that version is for convenience only. The Dutch text shall prevail and be binding in all cases regarding interpretation and execution.

1.4 Parties may agree in writing to deviate from these Terms and Conditions during contracting. Such agreed deviations shall prevail. A deviation in a specific Agreement does not apply to previous or future agreements.

## **Article 2 – Requests for Quotations and Offers**

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2.1 The Buyer may request quotations from the Seller both orally and in writing.

2.2 Offers made by the Seller are non-binding and constitute merely an invitation to the Buyer to place an Order.

2.3 The Agreement is concluded once the Seller receives the Buyer's written acceptance of the Offer. Acceptance is valid only in the manner stated in the Order, and implies the Buyer's agreement to these Terms and Conditions.

2.4 If the Buyer's acceptance contains reservations or changes, the Agreement is not concluded until the Seller has confirmed in writing that it agrees to those deviations.

2.5 Cancellation of Orders or Agreements by the Buyer is not possible unless agreed otherwise in writing. In that case, the Buyer owes an immediately payable compensation of fifty percent (50%) of the invoice value of the products excluding VAT, without prejudice to the Seller's right to full compensation for damages.

2.6 The Seller has the right to set minimum order quantities. If the Buyer places an Order below this minimum and the Seller accepts it, the Seller is entitled to charge additional fees, including but not limited to shipping and handling costs.

## **Article 3 – Changes**

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3.1 Changes to Requests for Quotations, Offers, Orders and Agreements are only valid between the Parties if agreed in writing.

3.2 If changes result in an increase or decrease in costs, the resulting price adjustment must be agreed in writing between the Parties.

## **Article 4 – Prices**

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4.1 Prices listed by the Seller are exclusive of VAT and are non-binding. Costs for packaging, shipping, import and export duties, levies and all other taxes imposed in connection with the products and their transportation are for the account of the Buyer.

4.2 After an Agreement has been concluded, the Seller has the right to reasonably increase agreed prices in the event of, among other things, interim increases in freight costs, customs tariffs, raw material prices, taxes, wages or social insurance contributions, interim increases by suppliers, changes in exchange rates, or other unforeseen circumstances.

## **Article 5 – Packaging and Shipping**

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5.1 The Seller ensures proper packaging of the products and takes appropriate measures so that they arrive at their destination in good condition under normal transport conditions. The Seller takes out the customary transit insurance.

5.2 The Seller delivers products to the agreed location(s) in the manner stipulated in the Order or subsequently agreed in writing.

5.3 If the Seller has provided pallets, crates, containers or other materials, the Buyer must return these to the address specified by the Seller. Failure to do so will result in the Buyer owing compensation.

## Article 6 – Storage

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6.1 If, for whatever reason, the Buyer is unable to take receipt of the products at the agreed time while they are ready for shipment, the Seller will, where possible, store and secure the products at the Buyer's request, risk and expense, taking all reasonable measures to prevent deterioration.

6.2 The Buyer owes all reasonable costs at the Seller's usual rates, or where unavailable, industry-standard rates, from the moment the products are ready for shipment or the agreed delivery date, whichever is later.

6.3 The costs referred to in paragraph 2 must be paid by the Buyer before the Seller proceeds with shipping at the Buyer's request.

## Article 7 – Payment

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7.1 The Seller determines the payment terms, which are stated on the invoice. The Seller may demand full or partial advance payment before commencing execution of the Agreement or Order.

7.2 After conclusion of the Agreement, the Seller will send the Buyer an invoice. Payment must be made within the stated payment term by transfer to the Seller's bank account, unless otherwise agreed in writing. Payment to any party other than the Seller does not constitute valid payment.

7.3 All amounts invoiced must be paid without discount or deduction. The Buyer has no right to suspend or set off obligations against claims against the Seller. Objections to invoice amounts or complaints about delivered products do not entitle the Buyer to suspend payments.

7.4 If the Buyer fails to pay within the payment term, the Buyer is in default by operation of law without any notice being required. From the date of default, the Buyer owes statutory commercial interest per month or part thereof on the outstanding amount.

7.5 All judicial and extrajudicial costs incurred by the Seller to enforce its rights are for the Buyer's account. Extrajudicial collection costs are set at 15% of the amount due with a minimum of EUR 1,000 excluding VAT. Interest is also due on collection costs.

7.6 Payments by the Buyer are first applied to costs, then interest, and then to the principal, with older claims taking precedence. The Seller may refuse full payment of the principal if accrued interest and collection costs are not paid simultaneously.

7.7 Any objections to invoices, specifications, descriptions or prices must be submitted in writing to the Seller within 8 days of the invoice date, with reasons stated. Failing this, the Buyer is deemed to have accepted the invoice in full.

## Article 8 – Risk, Delivery and Delivery Times

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8.1 Title and risk in the products pass to the Buyer upon delivery, subject to the provisions of Article 9 (retention of title) and Article 6 (storage).

8.2 The Seller reserves the right to deliver in instalments; such deliveries are deemed separate agreements. The Buyer must take receipt upon delivery. Failure to do so places the Buyer in default by operation of law. The Seller may in that case store the products at the Buyer's risk and expense or sell them to a third party. The Buyer remains liable for the purchase price plus statutory commercial interest and collection costs, less any net proceeds from a sale to a third party.

8.3 Agreed delivery times are indicative only and do not constitute firm deadlines unless explicitly agreed in writing. The Buyer has no right to compensation for exceeding delivery times. The Seller may always deliver earlier. Where no delivery time has been agreed, the Seller will deliver within a timeframe it deems reasonable.

## **Article 9 – Retention of Title**

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9.1 Payment by the Buyer takes place prior to delivery in principle, unless otherwise agreed in writing.

9.2 Unless otherwise agreed in writing, the Seller retains title to all products delivered and to be delivered until all claims of the Seller against the Buyer have been paid in full, including statutory commercial interest and collection costs. While retention of title applies, the Buyer may not transfer, lend, pledge or otherwise encumber the products. The Buyer may sell and transfer the products in the ordinary course of business; this permission lapses automatically if the Buyer fails to meet its payment obligations, applies for suspension of payments or is declared bankrupt.

9.3 If the laws of the country of destination allow for more extensive retention of title than described in paragraph 2, the Parties agree that those more extensive provisions apply in favour of the Seller.

9.4 If the Buyer fails to meet its payment obligations or the Seller has valid grounds to fear this will occur, the Seller may terminate the Agreement without notice and reclaim the products. The Buyer remains liable for the purchase price plus statutory commercial interest and collection costs, less any net proceeds from a sale to a third party.

9.5 The Buyer must adequately insure products subject to retention of title and must immediately notify the Seller in writing if those products are lost, damaged, seized or otherwise subject to third-party claims.

9.6 In the event of non-compliance, the Seller may reclaim the products. The Buyer must cooperate fully, on pain of an immediately payable penalty of 20% of all amounts owed per day or part thereof, without prejudice to the Seller's right to seek performance and/or damages.

## **Article 10 – Force Majeure**

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10.1 In the event of force majeure, the Seller has the right to suspend delivery or to terminate the Agreement in whole or in part. The Buyer is not entitled to any compensation in such cases.

10.2 Force majeure includes, but is not limited to: war, terrorism, civil unrest, pandemic or epidemic, fire, water damage, flooding, strikes, factory occupations, import and export restrictions, government measures and sanctions, trade boycotts, equipment failures, disruptions to power supply, and delivery failures by suppliers, storage or transport parties, whether managed directly or by third parties.

10.3 If delivery is delayed by more than two months due to force majeure, the Buyer also has the right to terminate the Agreement. In that case, the Seller is only entitled to reimbursement of costs already incurred.

10.4 If the Agreement has already been partially executed and the remaining delivery is delayed by more than two months due to force majeure, the Buyer may either retain the part already delivered and pay the corresponding price, or terminate the entire Agreement and return the delivered products at its own risk and expense, provided it can demonstrate that the delivered part can no longer be used effectively without the remaining delivery.

## **Article 11 – Warranties, Quality and Complaints**

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11.1 The Seller warrants that it sources products from carefully selected suppliers and endeavours to obtain comprehensive product warranties from those suppliers. Quality is spot-checked upon receipt from third-party suppliers. To the Seller's knowledge, the products delivered are original, new, in perfect condition and comply with EU specifications. However, due to large-scale international procurement, the Seller cannot guarantee that all products are free from infringement of third-party intellectual property rights.

11.2 The Buyer must carefully inspect (or have inspected) the products within 24 hours of delivery. Any defects must also be reported in writing to the Seller within 24 hours of delivery. The Seller will investigate as soon as possible and, at its discretion, refund part of the purchase price following partial termination of the Agreement or deliver replacement products. In both cases, the defective products must be returned at the Seller's expense.

11.3 The Seller does not warrant that the products are fit for any particular purpose intended by the Buyer, even if such purpose has been communicated to the Seller, unless explicitly agreed in writing between the Parties.

## Article 12 – Termination

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12.1 Without prejudice to the Seller's other rights under these Terms or applicable law, the Seller has the right to terminate the Agreement with immediate effect and without judicial intervention by written notice, without liability for damages, in the following circumstances:

- if the Buyer fails to comply with one or more of its obligations under an Agreement;
- if the Buyer becomes subject to insolvency proceedings, including bankruptcy, suspension of payments, a bankruptcy petition filed by or against the Buyer, or an out-of-court settlement with creditors;
- if the Buyer's business is discontinued or at risk of discontinuation;
- if a third party levies attachment on the Buyer's assets;
- if after conclusion of the Agreement, the Seller learns of circumstances giving valid grounds to fear the Buyer will not fulfil its obligations;
- if the delay on the Buyer's part is such that the Seller can no longer reasonably be expected to perform on the originally agreed terms;
- if circumstances arise that make performance impossible or such that the Seller cannot reasonably be expected to maintain the Agreement unchanged;
- if the Seller discontinues its business or loses the right to use any trademark or intellectual property right.

12.2 Upon termination of the Agreement, all of the Seller's claims against the Buyer become immediately due and payable.

12.3 If termination is attributable to the Buyer, the Seller is entitled to compensation for all losses incurred, including costs.

12.4 Termination of an Agreement entitles the Seller to also terminate related agreements and/or Orders with immediate effect.

## Article 13 – Buyer's Liability and Indemnification

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13.1 The Buyer is liable for all loss and damage (both direct and indirect, material and immaterial, including personal injury), losses, costs and expenses suffered by the Seller, its affiliated companies or third parties due to or in connection with a failure by the Buyer in the execution of an Agreement, regardless of whether such loss was caused by the Buyer, its personnel or any other person or entity for which the Buyer is responsible.

13.2 The Buyer fully indemnifies the Seller and its affiliated companies against all third-party claims relating to loss, damage, costs and expenses arising from or connected to a failure by the Buyer in the execution of an Agreement, including claims relating to infringement of intellectual property rights.

13.3 If the Seller is held liable by third parties on the above grounds, the Buyer must assist the Seller both in and out of court and do everything reasonably expected without delay.

13.4 The Buyer must at all times take every reasonable measure to limit loss. If the Buyer fails to do so, the Seller may take such measures itself without notice; all related costs are fully at the Buyer's risk and expense.

## Article 14 – Seller's Liability

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14.1 The Seller's liability is limited to the delivery of products as described in these Terms and Conditions.

14.2 Any additional liability for direct or indirect loss suffered by the Buyer is hereby expressly excluded. 'Direct loss' is understood to mean exclusively:

- reasonable costs the Buyer would need to incur to bring the Seller's performance in line with the Agreement — unless the Buyer has terminated the Agreement;
- reasonable costs incurred to determine the cause and extent of the loss, insofar as such determination relates to direct loss as defined herein;
- reasonable costs incurred to prevent or limit loss, to the extent the Buyer can demonstrate these costs resulted in a reduction of direct loss as defined herein.

14.3 The Seller's liability for indirect loss suffered by the Buyer, including consequential loss, immaterial loss (such as reputational damage), trading loss, loss of profit, lost savings, loss of revenue, business interruption loss and all other items not listed in this article, is hereby expressly excluded.

14.4 The Seller's liability for personal injury to natural persons or third parties affiliated with the Buyer is hereby expressly excluded.

14.5 Should the Seller nevertheless be required to pay compensation, the total compensation per incident or series of related incidents will never exceed EUR 25,000 excluding VAT, or the invoice value excluding VAT of the relevant products if lower. The Seller is liable for the lower of the two amounts.

14.6 The liability limitations in this article do not apply if the loss is the result of wilful intent or gross negligence by the Seller or its senior management.

14.7 All employees and contractors of the Seller may invoke this article against the Buyer and third parties where necessary.

## Article 15 – Intellectual Property

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15.1 All intellectual property rights in relation to the website, brand name, logo, images and other content of Trade2Day are vested exclusively in Trade2Day or its licensors.

15.2 The Buyer is not permitted to copy, distribute or otherwise use content from the website without prior written consent from the Seller.

## Article 16 – Personal Data

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16.1 The Seller processes personal data of Buyers in accordance with the General Data Protection Regulation (GDPR) and the privacy policy as published on trade2day.nl.

16.2 Personal data is used solely for the execution of the Agreement, customer service and — with consent — marketing purposes.

16.3 The Buyer has the right to access, correct and delete their personal data. Requests can be submitted via the contact form on the website.

## Article 17 – Tax Compliance and Legal Responsibilities

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17.1 Any party entering into a purchase or sale agreement with Trade2Day is required to comply with all applicable tax laws and regulations, including but not limited to income tax, sales tax and any other relevant governmental levies. It is the sole responsibility of the Buyer to ensure that all taxes, duties and obligations imposed by local, national or international tax authorities are duly and timely fulfilled.

17.2 Trade2Day shall not be held liable for any failure by the Buyer to fulfil its tax obligations, including non-payment, misrepresentation or tax fraud. All legal or financial consequences arising from non-compliance with applicable tax laws rest solely with the non-compliant party.

17.3 By entering into a business transaction with Trade2Day, the Buyer warrants that it is not currently involved in, nor has been convicted of, any criminal proceedings related to trade, money or securities offences, bribery, violation of economic sanctions, terrorism financing or any other financial crime. Trade2Day reserves the right to immediately terminate all agreements and pursue legal remedies if it is discovered that the Buyer is involved in such activities, without incurring any liability. The Buyer indemnifies Trade2Day fully against all claims, damages or penalties arising from involvement in criminal or unlawful activities.

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## Article 18 – Governing Law

18.1 All Requests for Quotations, offers, Orders, (purchase) agreements and these Terms and Conditions are exclusively governed by Dutch law.

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## Article 19 – Dispute Resolution

19.1 In the event of a dispute between the Parties arising from concluded or to-be-concluded agreements, the Parties will first attempt to resolve the dispute by mutual consultation.

19.2 If the consultation referred to in paragraph 1 does not result in a resolution, the dispute will be submitted exclusively to the competent court in the district where Trade2Day is established, unless mandatory jurisdictional rules require otherwise.

19.3 Consumers may also submit a dispute to the competent subdistrict court or make use of the European ODR platform ([ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr)).

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## Article 20 – Final Provisions

20.1 If any provision of these Terms and Conditions is found to be void or voidable, the remaining provisions shall remain in full force. The Parties will replace the invalid provision with a valid provision of equivalent effect as far as possible.

20.2 Trade2Day is entitled to transfer rights and obligations under the Agreement to a third party, subject to written notification to the Buyer.

20.3 Failure by Trade2Day to exercise any right does not constitute a waiver of that right.

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## Contact Information

Trade2Day B.V.

Chamber of Commerce: 92891551

Address: Fascinatio Boulevard 216, 3065 WB Rotterdam

Website: [trade2day.nl](https://trade2day.nl)

Email: [info@trade2day.nl](mailto:info@trade2day.nl)

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