

GENERAL TERMS AND CONDITIONS (B2B)

Superspray B.V. • Commercial Sales, Resellers & Private Label

These general terms and conditions apply to all offers, quotations, sales, and deliveries by Superspray B.V. to commercial clients, resellers, and private-label customers. We maintain transparent and professional arrangements.

Article 1 – Who are we?

1.1. Corporate identity: These general terms and conditions are issued by Superspray B.V., having its statutory and principal place of business at Bierstraat 10, 3011 XA Rotterdam, registered in the Commercial Register of the Netherlands Chamber of Commerce under number 89415264, VAT identification number NL864976331B01 (hereinafter: "we" or "us").

1.2. Business contact details: Email: info@superspray.com | General phone: +31 (0)10-2238378 | Bank (IBAN): NL05 INGB 0114 1271 23 (BIC: INGBNL2A).

1.3. Activities: We specialize in the wholesale trade, development, and production/assembly of microbiological odor removal products and related items.

Article 2 – Applicability

2.1. These general terms and conditions apply to all offers, quotations, sales, deliveries, and agreements between Superspray B.V. and business clients, resellers, and private-label customers (hereinafter: "the Client").

2.2. Deviations from these terms and conditions are legally binding only if and to the extent expressly confirmed by us in writing or via email.

2.3. The general terms and conditions or purchasing conditions of the Client are hereby expressly rejected and shall not form part of the agreement.

Article 3 – Quotations, prices, and orders

3.1. Our quotations are non-binding and valid for 30 days from the quotation date, unless expressly stated otherwise in writing.

3.2. All prices stated are in euros and exclusive of VAT, import duties, statutory levies, and exclusive of shipping, packaging, pallet, and transportation costs, unless agreed otherwise in writing.

3.3. An agreement is concluded once we have confirmed an order in writing or by email, or at the moment we have commenced the actual execution or production of the order.

Article 4 – Payment

4.1. Invoices must be paid within 14 days of the invoice date to the bank account specified on the invoice (NL05 INGB 0114 1271 23), without any discount, deduction, suspension, or set-off.

4.2. Upon failure to pay within the payment term, the Client is in default by operation of law without requiring any further notice of default. In such event, we are entitled to charge statutory commercial interest (pursuant to Section 6:119a of the Dutch Civil Code) and extrajudicial collection costs in accordance with statutory regulations, as well as to suspend further deliveries and orders.

Article 5 – Delivery, transport, and risk

5.1. Stated delivery periods are indicative at all times and shall never constitute strict deadlines.

Exceeding a delivery period does not entitle the Client to damages or contract cancellation/dissolution.

5.2. The risk of loss, theft, damage, or degradation of product quality transfers entirely to the Client at the moment of actual delivery at the agreed location.

Article 6 – Storage and quality instructions (Important)

6.1. Active ingredients: Our microbiological products contain active, natural microorganisms. Correct storage and handling is strictly required to preserve effectiveness and shelf life.

6.2. Storage instructions: The Client is obligated to store the products strictly in accordance with the provided instructions and product documentation: frost-free, protected against direct sunlight, and within the prescribed temperature range.

6.3. Client's own risk: Any loss of quality, reduced bacterial efficacy, or spoilage resulting from improper storage, temperature variations, or light exposure by the Client shall be entirely for the account and risk of the Client.

Article 7 – Private Label and Customization

7.1. Proof and approval: For orders under private label, we provide a digital proof of the label and/or packaging prior to production. Production will commence only after express written approval from the Client.

7.2. Responsibility for content: The Client is solely and independently responsible for the accuracy, admissibility, and legality of the logos, trademarks, artwork, texts, translations, and product marketing claims provided by the Client for placement on labels.

7.3. Legal labeling requirements: Unless agreed otherwise in writing, we ensure that mandatory statutory ingredient, safety, and hazard statements are placed on the label. The Client is not permitted to alter or remove these mandatory statements.

7.4. Production tolerances: For customized packaging or private-label production runs, a deviation of up to 10% in manufactured quantities (over- or under-delivery) shall be accepted by the Client and settled pro rata on the invoice.

7.5. Exclusion of cancellation: Because private-label products are manufactured and labeled specifically to Client specifications, cancellation or dissolution of the order after approval of the digital proof or after the start of production is excluded.

Article 8 – Resale and Resellers

8.1. Sales channels: Resellers sell the products of our brand or under their own brand to end users. Without our prior express written permission, the reseller is prohibited from offering products on public third-party marketplaces (such as Bol.com, Amazon, etc.).

8.2. Information obligation: Resellers undertake to provide the usage instructions, storage directions, and upon request any safety data sheets (SDS) supplied by us correctly and completely to their end users.

8.3. Intellectual property: All intellectual property rights pertaining to formulations, recipes, brand names, and visual materials remain our exclusive property at all times. Resellers receive solely a non-exclusive, revocable right to use our brand name and imagery for promotional purposes for the duration of the commercial relationship.

8.4. Packaging integrity: Resellers must resell the products at all times in their original, unopened manufacturer packaging. Decanting, repackaging, diluting, or modifying the chemical-biological formulation is strictly prohibited.

Article 9 – Retention of title

9.1. All delivered goods remain our property until the Client has fully satisfied all obligations arising from all concluded agreements (including interest, costs, and previous deliveries).

9.2. As long as ownership has not transferred, the Client may only resell or process the products in the ordinary course of business, but may not pledge or encumber them with any security rights.

Article 10 – Inspection, complaints (Claims), and usage

10.1. Inspection duty: The Client is obligated to inspect the shipment immediately upon delivery for transit damage, correct quantities, and visible defects.

10.2. Claim period: Visible defects or shortfalls must be reported to us in writing with substantiation (including photographic evidence and consignment note annotations) via email at info@superspray.com within 3 business days of delivery. After this period, any claim or right of action lapses.

10.3. Usage instructions: Microbiological agents must be applied strictly in accordance with product specifications and SDS. We are not liable for damage or diminished efficacy resulting from improper use (such as mixing with bleach, acids, or harsh chemicals).

10.4. Justified claim: In the event of a timely and justified claim, we shall, at our sole discretion, proceed exclusively to redelivery/replacement of the defective goods free of charge or to crediting the relevant invoice amount.

Article 11 – Liability

11.1. Limitation of direct damages: Our total liability for direct damages, on whatever legal ground, is at all times limited to a maximum of the net invoice amount (excluding VAT) of the specific delivery to which the damage relates.

11.2. Exclusion of indirect damages: We are never liable for indirect damages, lost profits, business interruption, lost savings, reputational harm, consequential loss, or damage to third-party property resulting from improper use.

11.3. Indemnification: The Client fully indemnifies us against all third-party claims (including end users) arising from or relating to non-compliance with storage or usage instructions by the Client or its customers.

11.4. Exception: The liability limitations in this article shall not apply if and to the extent the damage is the direct result of intent or willful recklessness on the part of our management.

Article 12 – Force Majeure

12.1. In the event of force majeure (including raw material supplier delays, transport disruptions, epidemics, government measures, or power outages), our obligations are suspended for the duration of the hindrance.

12.2. If the force majeure situation continues for more than 60 consecutive days, both parties have the right to terminate the agreement in writing, without mutual liability for damages, on the understanding that the Client remains obligated to reimburse all costs already incurred for private-label or custom work (such as dedicated packaging, already manufactured batches, and label production).

Article 13 – Applicable law, language clause, and disputes

13.1. Language clause: These general terms and conditions are an English translation of the original Dutch text. In the event of any discrepancy, ambiguity, or dispute regarding the interpretation or meaning of any provision, the Dutch text shall prevail at all times.

13.2. Applicable law: All quotations, deliveries, and agreements between Superspray B.V. and the Client are governed exclusively by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) is expressly excluded.

13.3. Jurisdiction: All disputes that may arise between the parties shall be settled exclusively by the competent court of the Rotterdam District Court (Rechtbank Rotterdam), the Netherlands.