

# **General Terms and conditions Promotiebrillen.nl (version 23 march 2015)**

## **Article 1: Applicability**

- 1.1 These general terms and conditions apply to all of our offers and all agreements entered into by us, however named. These general terms and conditions explicitly apply to the agreements entered into by us regarding the delivery of goods to our buyers.
- 1.2 Wherever a buyer is mentioned in these general terms and conditions, this also includes every natural person or company that is connected, by agreement, to us, on the basis of a (buyers) agreement. Buyer also explicitly includes all persons on whose assignment and at whose expense goods are delivered.
- 1.3 Deviations from the stipulations in these terms and conditions can only and exclusively take place in case and to the extent that this is agreed upon explicitly and in writing.
- 1.4 In case the buyer also refers to (his) general terms and conditions, the general terms and conditions of the buyer do not apply.
- 1.5 Wherever delivery (of goods) is mentioned in these general terms and conditions, this also includes the performance of services and work activities of whichever nature.

## **Article 2: Quotations**

- 2.1 All of our quotations must be regarded as invitations to potential buyers to make an offer. As a result, these are in no way binding to us, unless a statement to the contrary is made in the quotation itself explicitly and undisputedly (in writing).
- 2.2 The order tendered to us must be regarded as an offer, which can only be regarded as accepted by us after written confirmation by our company (the so-called order confirmation). In that event, an agreement is made between us and the buyer.

## **Article 3: Prices and payment**

- 3.1 Our prices exclude turnover tax and, unless agreed otherwise explicitly and in writing, excluding packaging, transportation costs and other costs.
- 3.2 Payment must take place in Dutch currency or euros, unless otherwise agreed, without any deductions or discount, in cash and at our company location, or by transfer into a bank or giro account indicated by us, in both cases immediately after delivery of the goods, or at least within seven days from date of invoice, all unless expressly stated differently in writing. In case of payment via bank or giro accounts, the day of crediting in our bank or giro account will constitute the day of payment.
- 3.3 In case the buyer does not proceed to (timely) pay in full, he will be in default, without the necessity of a notice of default. In case of exceeding of a payment term, all granted discounts will cease to apply. In that event, we reserve the right, in case of sufficient connection exists with the buyer's non-compliance, to suspend compliance with all our obligations vis-à-vis the buyer, without prejudice to all of our rights stemming from normal law.

## **Article 4: Delivery terms**

- 4.1 The goods are sent by us in a favorable manner according to us, with shipping-agents of our choosing, on the expense and at the risk of the buyer.
- 4.2 In case the buyer makes a request to have goods delivered in a different way than usual, any costs incurred as a result thereof may be charged to the buyer by us.
- 4.3 In case the delivery takes place in sections, we reserve the right to regard every delivery as an individual transaction.
- 4.4 All delivery terms stated by us will become valid on the day on which the agreement is established, provided that all information we require for the performance of the order are in our possession. The delivery terms stated by us may never be regarded as a final date, unless explicitly otherwise agreed in the individual agreement.
- 4.5 In case a fine in case of an exceeding of the delivery time was agreed upon explicitly in the individual contract, this fine will not be claimable from Promotiebrillen.nl in case the exceeding of a delivery term is a consequence of cases of force majeure.
- 4.6 Force Majeure consists of: any circumstance beyond the control of Promotiebrillen.nl which is of such a nature that compliance with the Agreement cannot reasonably be demanded of Promotiebrillen.nl. This also includes: strikes, riots, war and other unrest, boycotts, blockades, natural disasters, epidemics, scarcity of raw materials, prevention and disruption of transportation facilities, extreme weather conditions, fire, machine failure, disruptions in the company of Promotiebrillen.nl, problems with suppliers and / or action by any governmental authority.

4.7 If a fine for exceeding the delivery deadline has been stated in the agreement, this is not due if the exceeding of the deadline is due to any cases of Force Majeure stated in the Article 4 of these terms and conditions.

#### **Article 5: Buyer complaints**

- 5.1 The buyer guarantees the correctness and completeness of, and bears responsibility for, the information he has provided.
- 5.2 Regarding information, sizes, colour realness and the like provided in our quotation, the client must take into account the usual margins and minor alterations in the goods delivered. More specifically, this applies to deviations in the quantities agreed upon in contract; in this respect, too, the buyer must take into account the usual fluctuations.
- 5.3 Complaints from the buyer regarding clearly visible faults in goods must be made known to us within 8 days after delivery, or within 8 days after the invoice date in case the goods were/could not (be) delivered to the buyer. This must take place by registered mail, containing a clear, detailed description of the complaint and with notification of the invoice in which the goods in question are invoiced. The buyer must perform a careful and timely check.
- 5.4 Faults that were not clearly visible at the time of delivery, nor during a careful and timely check, must be brought to the attention of us within 8 days after the discovery of these faults.
- 5.5 In case the buyer has (had) made repairs or alteration to the goods without prior, explicit and written authorization, every warranty obligation on our side will cease to apply.
- 5.6 The buyer is not authorized to return goods about which no motivated complaint exists. Should this occur anyway and without good reason, all costs connected to the resending are at the buyer's expense. In these cases, we are authorized to store the goods, at the expense and risk of the buyer with third parties.

#### **Article 6: Liability**

- 6.1 Promotiebrillen.nl is never liable for indirect damages, consequential damages, loss of profit, loss of goodwill, idleness damages, damages as a result of agreements of clients of the buyer, damages related to the use of goods, materials or software of third parties attributed to Promotiebrillen.nl by the buyer, and damages related to the use of suppliers provided to Promotiebrillen.nl by the buyer.
- 6.2 In case of complaints, we are, in case the substance of the complaint regarding quality is established by us and in case liability also applies to us, as referred to in section 1, only liable in that respect, at our own discretion:
  - a. delivery of replacement goods, after having received the faulty goods;
  - b. reimbursement of the received purchase sum/ crediting of the invoice sent to buyer, with cancellation of the concluded agreement without judicial intervention, all to the extent that the purchase sum, the invoice and the agreement apply to the delivered goods.
- 6.3 Besides the points mentioned above, we are never liable for the payment of compensation to the buyer and others, unless there is guilt or intent in case. We are also never liable for company losses, consequential losses, indirect losses, and direct losses, loss of profit and idleness damages.
- 6.4 The buyer is obligated to exempt us from all liability claims third parties may present against us regarding the performance of the agreement, insofar as the law does not form any objections against all damages and costs stemming from these claims being at the expense of the buyer.

#### **Article 7: Applicable law and litigation**

- 7.1 Dutch law exclusively applies to all quotations made by us and to all agreements entered into by us.
- 7.2 All disputes, regardless of their nature, regarding/ stemming from the agreements entered into by us and deliveries performed by us will be tried at the court of jurisdiction in the Netherlands.
- 7.3 All disputes resulting from, or stemming from of an agreement with Promotiebrillen.nl will be tried by at the court of jurisdiction in the Oost-Brabant arrondissement.