

## **TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF ENGEL. celebrate life**

### **1. General**

These terms and conditions only are applicable to all tenders, deliveries and agreements made or entered into by us with third parties, hereinafter referred to as 'the customer'.

### **2. Tenders**

All our tenders are without engagement and as long as the stock lasts. If a tender contains an offer without engagement and this is accepted, we shall be entitled to revoke the offer within four working days after the date of receipt of the acceptance. Tenders shall, however, in no case be valid for longer than one month, unless explicitly indicated otherwise. All prices stated in tenders are exclusive VAT, transport costs and all other duties, when applicable (ex works).

An agreement comes into force when confirmed by us in writing or when we started to execute the order.

### **3. Delivery**

Unless explicitly agreed otherwise, delivery periods specified by us are in no case to be regarded as deadlines. In the event that we do not deliver on time, we must therefore be notified in writing by the customer that we are in default and we must be given a reasonable period for the delivery to be made.

### **4. Reservation of ownership**

The delivered goods shall remain our property until the customer has met all his payment obligations, including interest and costs, relating to these goods. If the customer fails to meet, or fails to meet on time, his payment obligations as stated under point 7 of these terms and conditions, we shall be entitled to take back the delivered goods, without prejudice to our right to compensation from the customer on account of his culpable failure to comply with the agreement.

### **5. Complaints/Warranty**

The customer may only invoke our warranty provisions if we are notified in writing of defects in and/or unreliability of the goods, in the case of visible defects within eight days after delivery of the goods and in the case of invisible defects within two days after discovery of the defects.

At our own choice, the warranty shall consist in either repair or replacement of the goods concerned, or reimbursement of the invoice value of the goods concerned, without the customer being able to assert any other claim for compensation.

### **6. Liability**

Loss of/damage of the delivered goods resulting from action and/or negligence for which we are responsible shall qualify for indemnification by us.

In no case shall we be held responsible for loss/damage which is suffered by the customer and/or third parties as a consequence of failure to deliver by us due to:



- failure to deliver, or failure to deliver properly or on time, by our suppliers;
- illness among employees;
- defects in tools or means of transport;
- fire;
- industrial disputes;
- traffic hold-ups;
- government measures;
- war or other disturbances.

7. In no case shall we be liable for loss/damage caused by us or by persons or tools used by us in performing the agreement, save where there can be said to be intent of gross culpability.

The customer may not make any claim to compensation in connection with advice given by us, which is provided according to our best knowledge.

We are not liable for any loss/damage suffered by the customer and/or third parties other than that referred to above, nor are we liable for consequential loss/damage of any kind and under any name whatsoever, save where there can be said to be intent or gross culpability on our part.

In no case shall our liability extend beyond the reimbursement of the invoice value of the goods as a result of which the customer has suffered loss/damage.

The provisions of this subsection are without prejudice to the provisions of subsection 5 relating to complaints and warranty.

## 8. **Payment**

Payment must be made within 21 days of invoice date, unless we have agreed a (different) term of payment with the customer, in which case payment must be made within the term indicated on the invoice. The customer shall be in default ipso jure if he fails to pay or to pay in full within this period.

If payment has not been received (in full) by us within this period, the following shall be payable by the customer, even without notice of default from the due date of the invoice, interest of 1.5% per month on the invoice amount still outstanding, as well as all costs incurred by us for the collection of the debt, both judicial and out-of-court costs. The out-of-court costs shall be calculated in accordance with the Lawyers' Schedule of Charges

Any payment made by the customer shall firstly cover the costs and then the interest, and thereafter the invoices payable which have been outstanding the longest, even if the customer states that payment relates to another invoice.

Without our explicit written permission, the customer shall not be permitted to set off in any way whatsoever his obligation to pay us.

We shall be entitled at all times, even after the conclusion of an agreement, to demand (further) security for proper compliance by the customer with his obligations. If this security is not provided, we shall be entitled to regard the agreement(s) concluded with the customer as rescinded without being bound to

pay compensation or, according to our own choice, to suspend performance of the agreement until the security has been provided.



#### 9. **Risk**

Unless otherwise agreed upon, the goods are at the risk of the customer from the time of delivery of the goods by us at the customer's address (excluding discharge), even if they are still our property, and therefore even if the goods have been made available to the customer on approval for an agreed period of time. If it is found upon delivery of the goods that they are damaged, the customer shall be obliged, before receiving these goods, to have a damage report drawn up by the forwarder, failing which no liability whatsoever can be accepted by us.

#### 10. **Intellectual property**

All drawings, illustrations, products, as well as all other information provided by us to the customer in connection with the agreement, shall remain our property, with express reservation of potential applicable intellectual property rights. Without our express written permission the customer is prohibited from copying or causing to copy this information or making it available to third parties.

#### 11. **Proper law**

Subject to the provisions of these general terms and conditions and without prejudice thereto, all our agreements are governed solely by Dutch law

#### 12. **Settlement of disputes**

All disputes which might arise from or as a result of an agreement as referred to in these terms and conditions, as well as from or as a result of agreements which are the consequence of such an agreement, shall be brought before and ruled on by the competent court at Amsterdam, unless we prefer to bring the dispute to the competent court in the place where the customer has his registered office or its resident.

THE PROVISIONS OF THESE TERMS AND CONDITIONS MAY ONLY BE DEROGATED FROM IF AND INsofar AS WE EXPLICITLY AGREE THIS WITH THE CUSTOMER.

For more information contact [info@engelpunt.nl](mailto:info@engelpunt.nl)