

GENERAL CONDITIONS - PANDEMOS BV

PANDEMOS BV

Registered in Houten;
Office located at Randhoeve 221, unit 01.09, 3995 GA Houten;
Chamber of Commerce number: 75771225.

Article 1. Definitions:

Contractor: PANDEMOS BV ;

Client: counterparty of the Contractor;

Agreement: the agreement between the Contractor and the Client;

Offer: every offer of goods made by the Contractor via, among other things, the catalogue, via the website, via the webshop or via the tailor-made quotation;

Goods: goods, as well as any services offered by the Contractor.

Article 2. Applicability of these conditions

1. These general terms and conditions apply to all legal acts of the Contractor. These conditions, therefore, also apply to every Offer, quotation, order confirmation and to the Agreement.
2. If the Client has accepted without reservation an Offer or order confirmation on which reference is made to these general terms and conditions, then this acceptance also counts as agreement to the application of the general terms and conditions.
3. The Client with whom an Agreement has been concluded under these general terms and conditions accepts the applicability of these general terms and conditions to all subsequent offers from the Contractor and Agreements between the Client and the Contractor.
4. These general terms and conditions also apply to additional Agreements, order confirmations and deliveries. In that case, the Client is deemed to be familiar with these conditions.
5. If one or more provisions in these general terms and conditions are void or annulled, the other provisions of these general terms and conditions will remain fully applicable. The Contractor and the Client will then enter into consultation to agree on a new provision to replace the void or annulled provision.
6. Deviating or different conditions only apply to the Agreement if and insofar as this has been agreed in writing between the parties.
7. The applicability of the Client's general terms and conditions is expressly rejected by the Contractor, unless otherwise agreed.

Article 3. Offers

1. All Offers provided by the Contractor are valid for 30 days, unless otherwise stated.
2. The content of all Offers is as accurate as possible, but is not binding for the Contractor. No rights can be derived from printing errors, typographical errors and typos.
3. Offers, quotations and price lists do not automatically apply to repeat orders.
4. If the acceptance deviates from the offer included in the Offer, the Contractor is not bound by it. This is no different if the acceptance deviates only on minor points. The Agreement will therefore not be concluded in accordance with this deviating acceptance, unless the Contractor expressly indicates otherwise and has confirmed this in writing.

Article 4. Establishment and amendment of Agreement

1. The Agreement is concluded when the Client has accepted an Offer from the Contractor orally or in writing. The Client will receive written confirmation of the Agreement from the Contractor.
2. If during the execution of the Agreement it appears that for proper execution it is necessary to change and/or supplement the work to be performed, the parties will adjust the Agreement in a timely manner and in mutual consultation.
3. If the parties agree that the Agreement will be amended or supplemented, the time of completion of the execution and/or delivery may be affected. The Contractor will inform the Client about this.
4. If the execution and/or delivery is delayed due to changes, the Contractor is entitled to an extension of any term specified in the Agreement.
5. Changes by the Client to an Agreement and/or order are only binding on the Contractor at that time after the changes have been confirmed in writing by the Contractor.

6. All costs that could not have been foreseen in an offer and/or that arise because the Client makes changes to the Agreement and/or order will be charged to the Client. The Contractor will inform the Client about this.

Article 5. Prices

1. The prices in Offers, quotations, price lists and Agreements are stated in Euros and exclusive of VAT and other government levies, unless expressly agreed otherwise.
2. The prices are exclusive of any shipping and transport costs, unless expressly stated otherwise.
3. A composite quotation does not oblige the Contractor to deliver part of the items mentioned in the Offer, quotation or Agreement at a corresponding part of the stated price.

Article 6. Execution of the Agreement

1. The Contractor will execute the Agreement to the best of its knowledge and ability.
2. If and to the extent that this is required for the proper execution of the Agreement, the Contractor has the right to have certain work carried out by third parties.
3. The Client ensures that all information necessary for the proper execution of the Agreement is provided to the Contractor in a timely manner and in the form desired by the Contractor. Data is necessary for the proper execution of the Agreement if the Contractor has indicated this or the Client should reasonably understand this. If this information is not provided to the Contractor on time or in full, the Contractor has the right to suspend the execution of the Agreement and/or to charge the Client for additional costs resulting from the delay.
4. The Client ensures that the information provided is correct and complete. The Contractor is not liable for damage of any nature whatsoever that is the result of incorrect and/or incomplete information provided by the Client to the Contractor.

Article 7. Delivery

1. After conclusion and confirmation of the Agreement, the Contractor will deliver the ordered items in accordance with the Agreement. The contractor is authorized to deliver the ordered goods in installments. In that case, the contractor is entitled to invoice the delivered goods separately.
2. Delivery times in Offers and Quotations are indicative and do not entitle the Client to termination or compensation if they are exceeded, unless expressly agreed otherwise.
3. Even if the Contractor has given a delivery term in the Agreement, this is indicative. A specified delivery period or delivery time is therefore never a strict deadline. If a term is exceeded, the Client must give the Contractor written notice of default.
4. The delivery time only commences after the required information has been made available to the Contractor by the Client. The Contractor is entitled to commence execution earlier and/or to deliver the goods, unless expressly stated otherwise in the Agreement.
5. If, according to the Agreement, an advance payment must be made by the Client, the delivery time will only commence after this payment has been received by the Contractor.
6. If the goods are delivered, the Contractor will charge delivery costs.
7. The Client is obliged to accept the goods when the Contractor delivers them to the Client or has them delivered.
8. If the Client refuses to take delivery or fails to provide the necessary information necessary for the execution of the Agreement and/or delivery, the Contractor is entitled to store the goods at the expense and risk of the Client.
9. The Contractor is not bound to a desired delivery date if the Client states this on an order. The Contractor will inform the Client about the actual delivery date when this has been determined by the Contractor, unless a delivery date has been agreed in the Agreement.
10. In the event of a delay in delivery compared to the fixed delivery date, delivery time or delivery period referred to in the previous paragraph, the Contractor will inform the Client of this. Unless there is gross negligence on the part of the Contractor, exceeding the delivery period, delivery date and/or delivery time does not entitle the Other Party to full or partial termination of the Agreement.
11. Without prejudice to what is stated elsewhere in these conditions with regard to the delivery term, delivery date and/or delivery time, this term/date/time will be extended by the duration of the delay that arises on the part of the Contractor as a result of non-compliance by the Client to any obligation arising from the Agreement or cooperation required of him with regard to the implementation of the Agreement.

Article 8. Research, complaints

1. Goods are delivered without right of return, except for what is included in this article.
2. The Client is obliged to inspect the delivered goods at the time of delivery, or in any case shortly after delivery. The Client must investigate whether the quality and quantity of the delivered goods correspond with what was agreed and meet the requirements that apply in normal social (trade) traffic.
3. Any defects or shortages that are visible or that come to light after any investigation must be reported to the Contractor in writing within 5 days after delivery.
4. Defects or shortages that cannot be discovered earlier than after a certain period of time must be reported in writing within 7 days after discovery or after the defect or shortage could reasonably have been discovered, or in any case no later than within 2 months after delivery. to the Contractor.
5. All complaints must be communicated directly and in writing by the Client to the Contractor, accurately stating the nature and basis of the complaints. At the request of the Contractor, the Client must provide digital photos that demonstrate the complaint.
6. If complaints are made in a timely manner as a result of the above, the Client remains obliged to purchase and pay for the purchased goods. Complaints do not suspend the Client's payment obligation.
7. The Contractor must be enabled to investigate the Client's complaint.
8. If the Client wishes to return defective goods, this can only be done after prior written permission from the Contractor in the manner indicated by the Contractor. The Contractor does not have to accept a return without prior permission.
9. If the Contractor decides that a complaint is justified, the Contractor will arrange for repair or replacement. In the event of replacement of goods, the Client must return the item to be replaced to the Contractor and provide ownership to the Contractor.
10. Complaints about an invoice sent by the Contractor must be reported in writing to the Contractor within 7 days of the invoice date. The Client is not permitted to suspend its payment obligation or offset it against a counterclaim.
11. If complaints about defects and/or shortages are not reported as described in this article, the Client cannot claim replacement, repair, compensation and/or dissolution. The right to replacement, repair, compensation and/or dissolution expires in any case 2 months after delivery.
12. The right to replacement , repair, compensation and/or dissolution does not apply if a defect has arisen as a result of improper or improper use or if, without written permission from the Contractor, the Client or third parties have made or attempted to make changes to the a good or have used it for purposes for which the good is not intended.

Article 9. Payment

1. Payment must be made within 14 calendar days of the invoice date. Objections to the (amount of) invoice do not suspend the payment obligation.
2. If payment is not made by the due date, the Client will be in default without notice. From that moment on, the Client owes interest of 1% per month to be calculated cumulatively on the principal sum, without prejudice to the right to statutory (commercial) interest. Parts of a month are hereby regarded as full months.
3. In the event of liquidation, bankruptcy or suspension of payment of the Client, the claims against the Client are immediately due and payable.
4. If the Contractor takes extrajudicial measures in the event of default by the Client, all costs will be borne by the Client. This concerns at least the costs of the principal amount in accordance with the Decree on reimbursement of extrajudicial collection costs of 1 July 2012.
5. If the Client fails to pay a sum of money on time, he will forfeit an immediately payable fine of 15% of the amount still owed.
6. The Contractor has the right to have the payments made by the Client firstly deduct the costs referred to in paragraph 4, then the fine referred to in paragraph 5, then the accrued interest and finally deducting the principal amounts due that have been outstanding the longest and the current interest. The Contractor may, without being in default, refuse an offer of payment if the buyer designates a different order for the allocation. The contractor may refuse full repayment of the principal amount if the accrued and current interest as well as the costs are not also paid.
7. The Client is not permitted to offset any claims against the Contractor against what the Contractor has charged to the Client.

8. The Contractor has the right to suspend the delivery of goods if and as soon as the Client is in default of payment of a sum of money under previous agreements with the Contractor.

Article 10. Retention of title

1. All goods supplied by the Contractor, including any designs, sketches, drawings, samples, models, films, software, (electronic) files, remain the property of the Contractor until the Client has fully fulfilled all obligations under all Agreements concluded with the Contractor.
2. The Client is obliged to store the goods delivered under retention of title with the necessary care as recognizable property of the Contractor.
3. The Client is obliged to insure the goods against fire, explosion and water damage, as well as against theft, for the duration of the retained ownership and to make the policies of this insurance available for inspection to the Contractor upon first request. All claims of the Client against the insurers under the aforementioned insurance policies will, as soon as the Contractor becomes aware of this wish, be pledged by the Client to the Contractor as additional security for the Contractor's claims against the Client.
4. The delivered goods are not subject to pledging or any other form of encumbrance.
5. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform the Contractor of this as soon as can reasonably be expected.
6. Goods supplied by the Contractor, which fall under the retention of title referred to in this article, may only be resold in the context of normal business operations and may never be used as a means of payment.
7. In the event that the Contractor wishes to exercise its ownership rights referred to in this article, the Client already gives unconditional and irrevocable permission to the Contractor or third parties to be designated by him to enter all those places where the Contractor's property is located and to take those things back.
8. If the Contractor takes back goods under the operation of this article, the value of these goods will be deducted from the outstanding invoice amounts that must be paid by the Client. The contractor has the right to determine the value of the goods at the time of return, taking the economic value at that time as a starting point.

Article 11. Security

1. If the Contractor has good reason to fear that the Client will not fulfill its obligations under the Agreement, the Contractor is entitled to suspend the fulfillment of its obligations before or during the execution of the Agreement, until the Client provides security at the request and to the satisfaction of the Contractor. has committed to the fulfillment of all its obligations under the Agreement.
2. After the period set by the Contractor for providing security has expired, or due to refusal to provide security, the Client is legally in default and the Contractor can terminate the Agreement without judicial intervention by means of a written statement addressed to the Client and take back what has already been delivered, without prejudice to its rights. compensation for costs, interest and damage, including loss of profit.

Article 12. Suspension and dissolution

1. The Contractor is in any case entitled to suspend its obligations in whole or in part and/or to terminate the Agreement out of court and without obligation to pay damages if:
 - a. the Client has failed to comply with a material obligation under the Agreement;
 - b. the Client fails to comply with a legal obligation or obligation for other reasons towards the Contractor;
 - c. the Client has been declared bankrupt, has been granted a suspension of payments, provisionally or otherwise, a similar arrangement has become applicable to the Client or the Client has otherwise been granted free management or free disposal of its assets in whole or in part has lost, regardless of whether that situation is irrevocable;
 - d. the Client has offered its creditors an agreement outside of bankruptcy, suspension of payment or other similar arrangement;
 - e. the Client has ceased to exist or has been dissolved.
2. In addition to the right to suspension and/or termination, the contractor always retains its right to full compensation for the damage it has suffered.
3. If the Agreement is dissolved, the Contractor's claims on the Client are immediately due and payable.

Article 13. Liability

1. The Client can only hold the Contractor liable for direct damage that is an immediate, direct result of a failure attributable to the Contractor in the fulfillment of its obligations under the Agreement.
2. The Contractor is not liable for (i) indirect damage (including but not limited to business damage, consequential damage, loss of profit, missed savings and/or stagnation damage) and (ii) damage that could reasonably have been prevented and/or limited by the Client. A further condition for liability is that the Client notifies the Contractor in writing immediately after discovering the shortcoming and gives the Contractor a reasonable period to remedy the shortcoming.
3. The Contractor is not liable for damage suffered by the Client and/or a third party insofar as this damage is the result of:
 - a. not using the delivered goods in accordance with their nature and purpose;
 - b. failure to observe the regulations and other instructions provided by the Contractor;
 - c. the Client or third parties making or attempting to make changes to a delivered good without the written permission of the Contractor ;
 - d. violation of patents, licenses or other rights of third parties as a result of data provided by or on behalf of the Client;
 - e. short circuit , water damage, lightning strike, fire/smoke damage, power failures, disruptions in telecommunications connections and all other causes that cannot be attributed to the Contractor or are not at the Contractor's risk;
4. If the Contractor is liable for any damage, the Contractor's liability is limited to a maximum of the invoice amount, or at least to that part of the Agreement to which the liability relates, or at least to a maximum of € 5,000. Liability is at all times limited to a maximum of the damage against which the Contractor is insured or should reasonably have been insured.
5. The conditions, exclusions and limitations of liability as stated in these general terms and conditions are also stipulated for and on behalf of subordinates of the Contractor and anyone else engaged or used by the Contractor in the context of the conclusion and execution of the Agreement, as well as for and on behalf of those from whom the Contractor obtains delivered goods.
6. If and to the extent that the Client has insured any risk associated with the Agreement, it is obliged to claim any damage under that insurance and to indemnify the Contractor against claims for recovery from the insurer.
7. The Client is obliged to indemnify or compensate the Contractor in the context of all claims from third parties for compensation for damage, for which the Contractor's liability is excluded in these general terms and conditions in the relationship with the Client.

Article 14. Transfer of risk

1. The full risk of loss, theft and damage with regard to the goods is transferred to the Client at the time of delivery, even if ownership has not yet been transferred to the Client.
2. The goods are also at the expense and risk of the Client from the moment that the Client fails to perform an action with regard to cooperating with the delivery of the goods. In that situation, the Contractor has the right to keep the goods in storage for a reasonable period at the expense and risk of the Client.

Article 15. Force majeure

1. To invoke force majeure, a party must notify the other party in writing without delay and in any case before the time specified for the fulfillment of its obligation of the threat of the shortcoming and the cause thereof.
2. Force majeure on the part of the Contractor will in any case apply if, after concluding the Agreement, the Contractor is prevented from fulfilling its obligations under that Agreement or from the preparation thereof as a result of war, threat of war, civil war, terrorism, riot, molestation. , fire, water damage, flood, strike, company occupation, exclusion, import and export barriers, government measures, defects in machinery, disruptions in the supply of energy, everything both in the company of the Contractor and at third parties, from whom the Contractor supplies the necessary materials and raw materials. or must purchase goods in whole or in part, as well as during storage or during transport, whether or not under our own management, and furthermore due to all other causes beyond the fault or sphere of risk of the Contractor.
3. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after the Contractor should have fulfilled its obligation.

4. Parties may suspend the obligations under the Agreement during the period that the force majeure lasts. If this period lasts longer than 30 days, either party is entitled to terminate the Agreement. If compliance is permanently impossible as a result of force majeure, either party may terminate the Agreement with immediate effect. In the event of dissolution, the Contractor is not obliged to compensate the Client for damage.
5. Insofar as the Contractor has already partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of force majeure, the Contractor is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 16. Intellectual property and copyrights

1. Without prejudice to the other provisions in these general terms and conditions, the Contractor reserves the rights and powers vested in the Contractor under the Copyright Act.
2. The Client is not permitted to make changes to the goods, unless expressly agreed otherwise in writing.
3. The Offers, quotations, designs, sketches, drawings, films, software and/or other materials or (electronic) files created by the Contractor in the context of the Agreement remain the property of the Contractor, regardless of whether they are given to the Client or have been made available to third parties and regardless of whether costs have been charged to the Client, unless expressly agreed otherwise.
4. All documents provided by the Contractor, such as Offers, quotations, designs, sketches, drawings, films, software and/or other materials or (electronic) files, are exclusively intended for use by the Client and may not be used by the Client without prior permission. If the Contractor's documents are reproduced, made public or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise.
5. The Client indemnifies the Contractor against claims from third parties relating to intellectual property rights to materials or data provided by the Contractor, which are used in the execution of the Agreement.
6. The Contractor reserves the right to use any knowledge acquired through the performance of the Agreement for other purposes, insofar as no confidential information is brought to the attention of third parties.

Article 17. Confidentiality

1. The Client must treat the data and/or information from offer documents and/or the Agreement confidentially and may not use it for its own use or use by third parties or disclose it to third parties. This also applies to all (company) data of the Contractor or all information received from the Contractor in connection with the Agreement. The Client shall ensure that the data and information referred to are not copied, shown to third parties, made known or used other than with the written permission of the Contractor, unless expressly stated otherwise in the Agreement.
2. In the event of violation of the obligation included in the previous paragraph, the Client owes the Contractor an immediately due and payable fine that is not subject to judicial mitigation in the amount of € 10,000, without prejudice to the Contractor's right to claim damages.
3. If, on the basis of a legal provision or a judicial decision, the Contractor is obliged to provide confidential information to third parties designated by law or the competent court, and the Contractor cannot rely on a legally recognized or permitted right of non-disclosure, the Contractor is not obliged to pay damages or compensation and the Client is not entitled to terminate the Agreement on the basis of any damage caused as a result.

Article 18. Transfer

1. In the event that the Contractor transfers its rights and obligations under these general terms and conditions to a third party, the Contractor will notify the Client of this in a timely manner.
2. The Client is not authorized to transfer its rights and obligations under these general terms and conditions without the prior written consent of the Contractor.

Article 19 . Other

1. These general terms and conditions can only be changed or supplemented in writing.
2. If one or more provisions of these general terms and conditions are void or annulled, the other provisions of these general terms and conditions remain fully applicable. If any provision of these general terms and conditions or of the Agreement is not legally valid, the parties will

negotiate the content of a new provision, which provision comes as close as possible to the content of the original provision.

3. The Agreement and the general terms and conditions (including all disputes relating to the Agreement or general terms and conditions) are exclusively subject to Dutch law. The Vienna Sales Convention does not apply.
4. All disputes arising in connection with the Agreement or these general terms and conditions, including their existence and validity, will be settled by the competent court of the first instance of the Central Netherlands District Court, Utrecht. This would only be different if mandatory competency rules would prevent this choice.