



Terms and Conditions Waterstopshop B.V.

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Article 1. General

These general terms and conditions apply to all agreements, offers, order confirmations, special offers, announcements, acceptance and execution of orders by Waterstopshop B.V., regardless of a (previous) link to the buyer's own terms and conditions. Waterstopshop B.V. recognized no terms and conditions of the person Waterstopshop B.V. acts, unless the content is communicated in writing with Waterstopshop B.V. and expressly accepted by Waterstopshop B.V. Any agreed (partial) exclusion (of parts) of these general terms and conditions are only valid if they have been agreed in writing. Under 'the buyer' shall mean any company or legal entity and/or natural person who have entered into agreements with Waterstopshop B.V. and/or receive offers from Waterstopshop B.V.

Article 2. Offers and tenders

All the offers of Waterstopshop B.V. are without obligation and are valid for 30 days, unless otherwise agreed in writing. The prices are exclusive of VAT and other Government levies, as well as possible cost as shipment, transport, packaging and assembly or installation costs, unless agreed otherwise in writing. The price in the quotation and/or offer of Waterstopshop B.V. must be seen as a price target. The ultimate sales price can (if reasonable) differ from the advertised price.

Also the price can be different if the final buyer's desire and/or command are different from what is offered in origin. For activities for which, by their nature and extent or to the choice of Waterstopshop B.V., no quotation or order confirmation is sent, the invoice will be considered as order confirmation, which is supposed to display the agreement correctly and completely.

Article 3. Delivery, complaints and warranty

An agreed delivery period is as well as possible fulfilled by Waterstopshop B.V. Unless explicitly differently communicated, the corresponded apply specified delivery times are approximate and never be regarded as deadlines. Waterstopshop B.V. is never liable for damage as a result of delivery at a later time if the reason of this delay cannot decisively be blamed for Waterstopshop B.V. Exceeding the agreed deadline gives the buyer no right of cancellation and/or termination of the agreement and/or compensation. Unless otherwise agreed, the delivery shall be carried out for business premises or warehouse of Waterstopshop B.V. The factual and legal supply takes place at the time that the purchased items leave the premises and/or warehouse of Waterstopshop B.V. Delivery will be only free if permitted by Waterstopshop B.V. on her invoice or otherwise indicated in writing.

If the buyer has not abated the ordered matters at the agreed time and place, it is possibly by preservation, that emergent quality loss shall be charged for the buyer. If after a storage period of 2 months, no decrease has taken place by the buyer, which was enabled to it, then Waterstopshop B.V. is entitled to these matters – if possible – to sell to a third party. In that case the original purchaser is held for the cost of storage and further damage falling on the side of Waterstopshop B.V. If the sold goods aren't picked up by the buyer, and Waterstopshop B.V. fails to sell this business to a third party, Waterstopshop B.V. has the right to destroy the goods. In that case the buyer remains liable for payment of the invoice as well as the further damage and costs (of destruction) that Waterstopshop B.V. has suffered.

The buyer is obliged to check the delivered goods and the packaging immediately upon delivery on any failures and/or damage. Any (direct) visible defects and/or damage of the goods delivered, the purchaser must mention this, under penalty of loss of rights, on the packing slip, the invoice or other transport documents. In such a case, the buyer has to report the nature and extent of the complaints, within one business day after delivery, to Waterstopshop B.V. by telephone or e-mail, failing which the delivered goods are supposed to be satisfying the agreement.

If a defect or damage has become visible after the first goods have been delivered to the buyer, then the customer is obliged, under penalty of loss of interest, to report within 2 working days after delivery by telephone or e-mail the nature and extent of the complaints, failing which the delivered goods are supposed to be satisfying the agreement. In all cases of a found defect and/or damage should the delivered goods to be held for review at the disposal of Waterstopshop B.V. Complaints regarding misuse, negligence or other complaints that Waterstopshop B.V. cannot be blamed for, will not be declared well founded. If a defect, damage or complaint by the buyer has substantiated than Waterstopshop B.V. has the obligation to solve the defect, damage or complaint within a reasonable period of time, as far as it is able.

Waterstopshop B.V. is entitled to deliver in parts, which they can separate invoicing. Waterstopshop B.V. reserves the right to wait to deliver the next goods until the time that a previous supply is paid.

Guarantee is issued to the buyer of the business and is – seen from the legal status of Waterstopshop B.V. – not directly transferable from the original purchaser to any third party. Guarantee can only be given on defects found on the material and/or workmanship.



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Article 4. Transshipment and transport

If the parties agreed that the goods should be shipped and/or transported by Waterstopshop B.V., and the buyer does not stipulate any means of transport, and/or in the opinion of Waterstopshop B.V. the purpose or the means of transport chosen by the purchaser, is unsuitable for transport, Waterstopshop B.V. will choose the most customary manner and/or suitable way of transport. Transport costs are always borne by the purchaser, unless otherwise agreed in writing.

Article 5. Fees and prices

Unless expressly agreed otherwise, fees and prices are the prices that Waterstopshop B.V. invoiced to the buyer based on respectively purchase order date applicable height prices, wages, labour costs, government charges and insurance premiums, special profit and storage, based on delivery from Waterstopshop B.V. or another storage place, but excluding VAT, (possibly) other taxes, levies and duties, transport costs, and the insurance during transshipment and transport, Assembly, installation and commissioning, unless otherwise agreed expressly and in writing, in which case the costs named here will be separately specified on the invoice made by Waterstopshop B.V.

If no fixed fee is agreed, the fee will be determined on the basis of actual hours spent and/or applicable daily rates, which the fee shall be calculated on the basis of the usual hourly rates of Waterstopshop B.V., in force for the period in which the activities are carried out, unless one deviating hourly rate is agreed.

Unless otherwise agreed in writing all quotes provided by Waterstopshop B.V. are subject to price changes.

Article 6. Payment

Payments can be processed only on the indicated bank account by Waterstopshop B.V., or in cash. Buyer must pay the Waterstopshop B.V. invoices fully without right to set-off or without discount. Payment should take place upon delivery, after performance of the contract-, or within the generally applicable payment term of 30 days of the invoice date. For amounts under the € 100.00 net, a payment period applies within 14 days after the invoice date and € 14.95 administration handling fee if the delivery address is in the Benelux. Is the delivery address outside the Benelux? Then the Incoterms apply: ex works or transport costs are calculated on the basis of recalculation. For amounts greater than € 5,000.00 net, asks Waterstopshop 50% advance payment at order.

Each new buyer needs to pay ahead the 1st purchase order and when the buyer has a foreign billing address than Waterstopshop B.V. always expects a prepayment. Objections to (the height of the invoice) do not suspend the buyer in his obligation to pay the invoice. If the buyer does not meet its payment obligations than, bear interest at the rate of 1% per month is calculated from the due date of the invoice until the day of the full payment, in which a part of a month after due date is considered an entire month.

Article 7. Retention of title

Waterstopshop B.V. reserves the ownership of all goods supplied by it for until the time that the purchase price and any published contractual interest has been paid in full.

Article 8. Collection costs and fine

If buyer fails to fulfil his payment obligations then also all the "younger" invoices expire and be immediately due and payable. All costs that stretch to the collections of the balance due will be paid by buyer. These costs are calculated in line with the decision of 27 March 2012 extrajudicial collection costs, which have become effective on 1 July 2012.

The collection costs are:

10% on the amount up to € 5.000,- with a minimum of € 20,-

8% on the amount up to € 15.000,-

5% on the amount from € 15.000,-

Without prejudice to the remuneration that buyer is due pursuant in consequence of article 6.

Article 9. Termination

If the contract is terminated by the buyer, the buyer is due to Waterstopshop B.V., the costs incurred and full compensation of the damage including the loss of profits. Also Waterstopshop B.V. has the right to cancel the agreement with the buyer in which case there will be no compensation.

Article 10. Liability

If Waterstopshop B.V. will be held liable for payment of damages by the buyer (or to any third party), we limited these damages to a maximum of the invoice amount, with a maximum of € 1000.00, or the amount that the insurance of Waterstopshop B.V. shall pay. Where appropriate, Waterstopshop B.V. will be required to pay the lowest amount of the listed amounts as previously mentioned. Waterstopshop B.V. cannot be required to pay any damages if (one of) the delivered goods are part of a greater whole, after installation and/or installation.

Article 11. Disclaimers

The buyer indemnifies Waterstopshop B.V. for liable by third parties concerning intellectual property rights on material or data provided by the buyer, which are used in the implementation of the agreement. The buyer is obliged to check the delivered information carriers, electronic files or software from Waterstopshop B.V. for the presence of viruses and defects because Waterstopshop B.V. shall not be liable if viruses and/or defects turn out to occur in/near the mentioned matters after the goods have been delivered to the buyer.

Article 12. Force majeure

Waterstopshop B.V. shall not be obliged to comply with any (contractual) obligation if they are prevented from doing so as a result of a circumstance that is not due to damage, and by virtue of law, a legal act or generally accepted concept for her account.

Article 13. Samples and models

If Waterstopshop B.V. supplied a sample or model to the buyer, than this display or provision is aim to set an example, unless expressly agreed in writing that this will be in accordance with the to deliver case.



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Article 14. Applicable law

Each agreement between Waterstopshop B.V. and the buyer is governed by Dutch law.

The judge in the place of establishment of the supplier is exclusive jurisdiction to hear disputes, unless otherwise required by law. Nevertheless, the supplier has the right to submit the dispute to the competent court according to the law.

Article 15. Change terms and conditions

These terms and conditions are (in a printable version) available through the website of Waterstopshop B.V. (www.waterstopshop.nl) Waterstopshop B.V. reserves the right to change these terms and conditions without further notice.

Notice: The Dutch Terms and Conditions are leading at all times.