

Our general terms and conditions consist of two parts. Part I is solely applicable on offers made to consumers and contracts with consumers, whereby consumer means a natural person who is acting for purposes which are outside his trade, business or profession. In any other case, the provisions of Part II (General terms and conditions Suzo International (professional clients)) are applicable, with exclusion of Part II Part II (General terms and conditions Suzo International (consumers)).

Part I General terms and conditions Suzo International (professional clients)

Article 1. Applicability

1.1 Unless it has been agreed explicitly otherwise in writing, these general conditions shall apply to all our invitations to make an offer, offers and/or orders accepted by us; they shall prevail over any of the principal's general conditions whatsoever, even if these last conditions contain a provision about their exclusive applicability.
1.2 By giving an order the principal is considered to have agreed fully to the exclusive applicability of these general conditions.
1.3 In so far as necessary we hereby explicitly reject the applicability of any (general) conditions of the principal.

Article 2. Offers

2.1 All our offers shall be without obligation.
2.2 All our offers shall remain their validity during a one-month period, unless explicitly provided otherwise.
2.3 With regard to offers of which the principal should reasonably understand that the offer or any part thereof contains a clear mistake or clerical error, the principal cannot expect performance.
2.4 All our offers are based on delivery and/or execution under normal circumstances and during normal working hours.
2.5 Information provided in catalogues, illustrations, drawings, statements of weights and measures, calculations and other particulars supplied by us shall not be exact neither as they may be stated explicitly in a contract signed by us or a confirmation of sale signed by us.
2.6 If delivery or execution is to be effected in accordance with our technical drawings that are subject to the principal's approval, the delivery or execution shall be effected as soon as we have received these drawings approved by the principal.

Article 3. Ownership of designs

3.1 Drawings, calculations, descriptions, models and tools, if applicable, that are furnished by us shall remain our property even if the principal has been charged for them and/or the order was accepted or executed by us. They may not be copied or otherwise multiplied nor provided or made available for inspection to third parties, unless needed to execute the agreement.

Article 4. Agreement

4.1 An agreement shall be concluded on the day the contract has been signed by us or, if applicable, on the day the confirmation of sale has been mailed or made available electronically by us to the principal or on the day we have started carrying-out the order.
4.2 Oral promises by and/or arrangements with our employees shall not be binding to us, unless confirmed by us in writing or electronically or unless we have started carrying-out the order.
4.3 Pursuant to the agreement we shall have the right to charge the principal separately for any additional work that we have carried out as soon as the amount to be charged for this work is known to us. Additional work shall mean any goods or services we shall supply and/or install either at the request of or by order of the principal or at the order of third parties, or as a consequence of new or changed requirements, in addition to the goods or services supplied and/or installed pursuant to our offers, our confirmation of the order and/or the agreement.

Article 5. Price

5.1 The prices given by us shall apply to delivery ex warehouse of our principal place of business in the Netherlands, unless explicitly agreed otherwise.
5.2 All prices shall be in euro (EUR) and excluding VAT and other governmental levies and taxes, unless explicitly agreed otherwise.
5.3 In the case of orders in the Netherlands of less than EUR 50 administrative expenses shall be charged; the same applies to export orders under EUR 250.

Article 6. Risk clause

6.1 The prices stated in our offers are based on the cost price elements applicable on the date of these offers.
6.2 If the prices of raw materials, material, equipment, parts, energy, wages, social insurance contributions, taxes, interest and/or other cost price elements are subject to any increase during the period between the date of offer and the date of delivery and/or completion of the work, we shall be entitled to raise the agreed price accordingly even if the cost price increases were foreseeable at the time of the offer.
6.3 Price increases due to currency fluctuations and changes against the euro in the value of foreign currency in which any payment related to the delivery or execution is due, shall be for the account of the principal.

Article 7. Transport

7.1 Unless agreed otherwise in writing, the loading and unloading and the transport of the goods referred to in the agreement shall be at the risk and expense of the principal, for any shipments originated by us, even if the carrier has required a statement on the waybill that all damage during transport is at our risk.
7.2 Goods delivered by us are insured against transport damage with a franchise for the account of the principal of EUR 500 per event.
The principal shall be responsible for the report of any damage to the carrier and the insurer within three days after the damage has been established or could reasonably have been established, and shall in any event on receipt of any damaged goods make a note on the relevant Waybill. Subject to approval by our insurer the principal will be compensated for the agreed loss.
7.3 We reserve the right to deliver ordered goods in consignments and to invoice each of them.
7.4 We shall arrange for the packaging of our goods free of charge in quantities and numbers to be determined by us, without any liability and without any obligation to return packaging, unless return is required pursuant to the EU Directive 94/62/EC on packaging and packaging waste.
We reserve the right to charge the principal for special packing, such as materials in glass and plastic pallets.

Article 8. Delivery and terms of delivery

8.1 The term of delivery and the delivery date respectively shall commence at the latest of the following events: (a) the day of execution of the agreement; (b) the day we received the documents, information, permits, exemptions, approvals and suchlike necessary to deliver and/or execute the order; (c) the day all requirements necessary for us to fulfill our obligations under the agreement have been met; (d) the day of receipt of the first installment, if payment in instalments has been agreed and no first instalment is due on that order.
8.2 Delivery periods stated by us are not to be considered as strict deadlines. In the case of late delivery we are not in default until given notice of default in writing. If, once the delivery time has been determined, due to circumstances attributable to one of the parties, the delivery time and/or times need to be changed, such party shall immediately notify the other party thereof in writing by telex or electronic mail. Exceeding the term of delivery, for whatever reason, does not entitle the principal to suspend any obligation undertaken towards us, or to perform or have work performed under the agreement with or without judicial authorization or to any compensation for whatever reason.
8.3 The goods shall be considered delivered by us:
(a) as soon as the goods have been placed at the disposal of the principal in accordance with the delivery terms set out in the agreement; (b) if goods are delivered in combination with work to be done as soon as the goods have been assembled and - if it has been agreed in writing - the inspection has taken place.
8.4 At our request, the principal shall sign a transfer protocol stating that the goods have been delivered complete and in working condition, notwithstanding article 11.
8.5 If for any reason whatsoever 10% or less of the goods included in the agreement cannot be delivered, the principal shall not be released from any obligation towards us under the agreement. Any goods lacking will be delivered by us as soon as possible subject to the conditions of the original agreement.

Article 9. Payment

9.1 All payments are to be made without any deduction or set-off within thirty days after invoice date, unless agreed otherwise.
9.2 In case however an order is given via our webshop, payments are to be made immediately, unless agreed otherwise.
9.3 If the principal does not make the payments when due, he shall be considered in default ipso jure and we shall be entitled with any notice of default to charge him the statutory interest from the due date and in addition all extrajudicial expenses of the collection of our claim, which are set at 15% of the principal sum due with a minimum of EUR 200.
9.4 We shall at all times be entitled to require the principal to provide a bank guarantee or other security to secure his obligations of payment prior to the delivery of the goods or any work or before continuing the execution.
9.5 In accordance with the provisions of article 13, in case the principal fails to meet his payment obligations or to provide a bank guarantee or agreed security, we shall be entitled to suspend the delivery or execution until the principal has met his obligations.

Article 10. Risk and reservation of ownership

10.1 Immediately after the goods are considered to be delivered in accordance with the provisions of article 8.3, the principal shall bear the risk for all damage - direct or indirect - that may be caused to or by these goods, provided that in case of delivery against documents agreed, the principal shall bear the said risk from the first of the following moments: (a) loading of the good; (b) the time when the documents are made available to the principal.
10.2 We deliver our goods to the principal, which is deemed to accept the deliveries, subject to the suspensive condition that the principal fully complies with all of his obligations towards us due at any time. The retention of title implied also includes: (a) goods newly made using the goods delivered; (b) claims concerning considerations based on the agreement or any other agreement of whatever nature set out in this article 10.3; (c) the principal may not encumber any of the goods delivered subject to retention of title, at our first request, the principal shall at our option transfer or pledge any claims in connection with the sale to third parties of any goods delivered subject to retention of title.
10.3 As long as the condition as set out in article 10.2 has not been fulfilled, the principal may sell the goods delivered subject to retention of title, transfer all or part of the actual control over these goods to one or more third parties or agree to pass on all or part of the actual control over these goods to one or more third parties, provided always that: (a) these rights are only vested in the principal if and insofar necessary or desirable in the ordinary course of business; (b) these rights are only vested in the principal if and insofar the principal demands and receives immediate payment of his counterparty or demands retention of title from his counterparty equal to the right of retention of title set out in this article 10.3; (c) the principal may not encumber any of the goods delivered subject to retention of title, at our first request, the principal shall at our option transfer or pledge any claims in connection with the sale to third parties of any goods delivered subject to retention of title.
10.4 Regarding all goods delivered and paid for which the title had passed onto the principal, we withhold if this situation arises the rights of pledges as set out in article 3:237 Netherlands Civil Code as an additional security for the claims against the principal on any account whatsoever, excluding the claims referred to in article 3:92 (2) Netherlands Civil Code.

10.5 The principal shall be obliged to keep the goods delivered under our reservation of ownership with all due care and as our recognizable property. The principal shall furthermore be obliged to insure the goods against fire, explosion and water damage and against theft and to hand us the policies of these insurances for inspection on first demand. All the principal's claims on the insurer of the goods on the strength of the said insurance shall be assigned to us as greater security of our claims on the principal as soon as we so desire.
10.6 If the principal is in default or in difficulties of payment in the fulfillment of his obligations of payment, we shall be entitled, without any notice or default being required, to remove the goods that have remained our property or to have them removed from the place where they are. We shall then be entitled to keep the goods in our possession until the due amount including interest, expenses and compensation has been paid in full, or to sell the goods to third parties in which case the net proceeds, which can never be higher than the original purchase price, is deducted from the total amount payable by the principal.

10.7 The principal shall be obliged to inform us without delay when third parties enforce rights in connection with goods still owned by us.
Article 11. Warranty and complaints
11.1 Without prejudice to the following restrictions, we shall warrant towards the principal the soundness and quality of the goods delivered by us and/or work performed, provided however that this warranty only applies if the goods delivered are used in accordance with their purpose and in accordance with standards to be imposed by us or standards which are generally accepted.
11.2 This warranty shall be given for a period of three months. Electronic components, lamps and luminescent tubes are excluded.
11.3 In the event of delivery without assembly, the warranty period shall commence on the day of delivery in accordance with article 8.1. In the event of delivery with assembly, the warranty period shall commence on the day when the goods have been set up in working order, in accordance with article 8.3 (b).
11.4 Under this warranty we shall only be liable for defects of which the principal proves that they have arisen before or during the warranty period exclusively or mainly as a direct result of the defectiveness of the materials supplied by us or the method of manufacturing and/or method of execution.
We shall not be liable for any development risks.
11.5 We shall make all reasonable effort to protect and safeguard the goods against any fraudulent manipulation. However we do not warrant that the goods fully withstand and are protected against all forms of fraudulent manipulation or other dishonest use.
11.6 This warranty is given provided that we cannot be held liable in the event:
(a) defects are caused by abnormal or unusual storage or use or by any acts, omission or misuse by the principal or any third party, including the installation, repair or putting into operation or connection without our authorisation and the non or not timely compliance with operating or service instructions; (b) defects which are wholly or partly the consequence of material, equipment, any construction or any method of execution that was chosen by the principal or prescribed by any regulation of the authorities; (c) the principal has not complied with the terms mentioned in article 9.12.
11.7 Under this warranty we shall only be obliged to, at our option, replace or repair the defective item. Replacement shall mean the free shipment of a new item.
11.8 In case of replacement or repair of the goods the warranty period for the new or repaired goods shall be equal to the remaining warranty period for the replaced or repaired goods.
11.9 In the event of delivery of used materials or goods in consultation with the principal no warranty is given by us, unless agreed otherwise in writing.
11.10 The allegedly not fulfilling of our warranty obligations shall not release the principal from the obligations that result for him from any agreement concluded with us.
11.11 We shall not be bound to any form of warranty if the principal has not properly or timely fulfilled all his obligations that result from the agreement concluded with us or from an agreement related thereto.
11.12 Complaints in respect of defects are to be made as soon as possible in writing on submission of the delivery note and provided that: in the event of externally visible defects a complaint must be submitted at the latest within eight days after receipt of the goods; and in the event of not externally visible defects a complaint must have been submitted within ten days after discovery but at the latest within eight working days after expiry of the warranty period.
In the event any of the terms is exceeded all claims against us are void.
11.13 In respect of the goods supplied but not made by us, our liability under the warranty is limited to the liability under the warranty of the supplier/manufacturer of these goods to us.
11.14 If it is established that the complaint is unfounded, the principal shall bear all our costs incurred, including our costs of examination.

Article 12. Liability

12.1 Our liability pursuant to this agreement shall be explicitly limited to the performance of the obligations that we have undertaken under the warranty as set out in article 11 above. Any further liability, either for direct or indirect damage, expenses and interests shall be explicitly excluded.
12.2 Without prejudice to the provisions of article 11, except in the event of intent or willful recklessness on our part or part of our managerial staff, we shall not be liable for expenses, damage and interests that are a direct or indirect result of:
(a) negligence of our employees or persons who assist us in the performance of the agreement; (b) the period of delivery is exceeded due to circumstances that are not to be imputed to us; (c) damage that should be caused directly or indirectly to persons, goods or the business of the principal and/or third parties.
12.3 The principal shall be obliged to indemnify us and hold us harmless against all expenses, damage and interests that may arise for us as a direct or indirect result of claims brought against us in or out of court by third parties in connection with the performance of this agreement.
12.4 Electronic components, lamps and luminescent tubes shall not be exchanged or taken back.

Article 13. Suspension of rescission

13.1 If the principal does not, not properly or not timely fulfill any of his obligations under the agreement concluded with us from an agreement related thereto or if

it is subject to serious doubt whether the principal is able to fulfil his contractual obligations to us, and also in the event of an official moratorium, bankruptcy, stoppage, liquidation or full or partial transfer of the principal's business, the principal shall be in default and we shall be entitled without notice of default and without judicial intervention after written notification to the principal to suspend the performance of each of these agreements during a period not exceeding six months or to rescind the agreement in full or in part without being liable to pay any compensation or to any warranty and without prejudice to any further rights to which we are entitled.

13.2 In case article 13.1 is applicable, all obligations of the principal under the agreement shall become immediately due and payable with deduction of the instalments already paid and the expenses not yet made by us and the principal shall be obliged to pay the above mentioned amount and to take the matters into account therein into his possession, in default of which we shall be obliged to have the goods stored at the principal's expense and risk or to sell them for his account.

13.3 In the event of force majeure, which shall mean any circumstance beyond our control - even if it was to be foreseen at the time of entering into the agreement - pursuant to which performance of the agreement cannot reasonably be required from us, we shall be entitled without judicial intervention upon written notification to the principal either to suspend the performance under the agreement during a maximum of six months or to rescind all or part of the agreement without being obliged to pay any compensation or fine, even if this fine was agreed in writing.

Article 14. Return shipment of the goods

14.1 Return of the goods shall require our prior approval and is to be made free of charge stating the RMA number and with enclosure of a copy invoice of the relevant goods.

Article 15. Proof of administration

15.1 Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement.

Article 16. Applicable law / competent judge

16.1 All agreements to which these conditions apply in full or in part shall exclusively be governed by Netherlands law, excluding the Vienna Sales Convention United Nations Convention On Contracts For The International Sale Of Goods of 11 April 1980 and provided however that with respect to goods delivered in a country outside the Netherlands the title retention referred to herein shall be governed by fullest extent possible and in particular in its scope by the laws of that country insofar more favourable to us.
16.2 All disputes that might arise during the performance of or in connection with an agreement shall, subject to mandatory law, be brought, to the exclusion of any other court, before the court Rotterdam that has jurisdiction in respect of the dispute, unless we should choose to submit the dispute to another court with jurisdiction in respect of the matter.

Article 17. Inspection and testing

17.1 If inspection and/or testing is agreed upon in writing, this article 17 shall also apply.
17.2 The principal shall give us the opportunity to conduct pre-tests. The principal shall timely provide all auxiliary equipment, auxiliary and industrial materials, water, energy, heating and lighting necessary thereto at its own risk and account.
17.3 We shall be provided the opportunity to meet any complaints made by the principal in connection with the test conducted, before the system can be reject or refused.
17.4 The costs of inspection shall be for the account of the principal.
17.5 The inspection may not cause any delay in any work to be performed by us. If the principal shall not within eight days after notification of the opportunity for inspection have used his right thereto, the goods are presumed to be approved.

Article 18. Assessment and installation

18.1 If assembly and/or installation is agreed upon in writing, this article 18 shall also apply.
18.2 The principal is responsible towards us for correctly and timely performing all installations, provisions and/or conditions necessary for the installation of the products to be installed and/or for the correct operation of the goods when assembled, unless and insofar this performance is done by or on behalf of us according to particulars provided by us and/or our drawings.
18.3 Without prejudice to the article 18.2 above, the principal shall in any case at his own expense and risk attend to that: (a) our employees can start and continue their work during normal working hours from the moment they arrive at the place of installation and, moreover, if we deem necessary, outside of normal working hours; (b) the principal shall give us the opportunity to conduct pre-tests. The principal shall timely provide all auxiliary equipment, auxiliary and industrial materials, water, energy, heating and lighting necessary thereto at its own risk and account; (c) the access routes to the place of installation are fit for the required transportation; (d) the assigned place of erection is fit for storage and installation; (e) the necessary local depostories for materials, tools and other goods are available; (f) the necessary and usual ancillary workmen, auxiliary tools, auxiliary and industrial materials (including fuels, oils and greases, cleaning and other small materials, gas, water, electricity, steam, compressed air, heating, lighting), and the usual measuring and testing instruments of the company of the principal are in the right place at our disposal on time and free of charge; (g) all necessary safety and precautionary measures have been taken and shall be maintained, and that all measures have been taken and shall be maintained in order to satisfy the appropriate government regulations with respect to installation; (h) the mailed products are at the right place at the beginning of and during the installation.
18.4 Damages and costs which arise because the conditions stated in this article have not been fulfilled or have not been fulfilled on time are for the principal's account.

Part II General terms and conditions Suzo International (consumers)

Article 1. Definitions

In these general terms and conditions (consumers) the following terms have the following meaning:
Consumer: a natural person who is acting for purposes which are outside his trade, business or profession;
Right of withdrawal: the right of the consumer to withdraw from the distance contract within the reconsideration period as referred to in article 6 below;
Distance contract: a contract under an organised distance sales or service-provision scheme run by us, whereby up to and including the moment at which the contract is concluded use is made of one or more means of distance communication.
Article 2. Applicability
2.1 Unless it has been agreed explicitly otherwise in writing, these general terms and conditions shall apply to all our offers to consumers in the course of a distance contract and any distance contract concluded with a consumer. Legal persons and natural persons not acting as consumers cannot rely on these general terms and conditions.
2.2 By giving an order to us the consumer is considered to have fully agreed to the exclusive applicability of these general terms and conditions.
2.3 Where the contract is concluded under an organised distance sales or service-provision scheme run by us, it is not reasonably possible, it shall be indicated before the distance contract is concluded that these terms and conditions can be examined at our offices that they will at the request of the consumer be sent to him as soon as possible free of charge.
2.4 If the distance contract is concluded electronically, contrary to 2.3 above the text of these terms and conditions can be made available to the consumer electronically before the distance contract is concluded by such means that the terms and conditions can be easily stored on a durable medium. If this is not reasonably possible, we shall before the distance contract is concluded indicate how the terms and conditions can be examined electronically and that they will be sent to the consumer electronically or other means free of charge at his request.

Article 3. Offers

3.1 With regard to offers of which the consumer should reasonably understand that the offer or any part thereof contains a clear mistake or clerical error, the consumer cannot expect performance.
3.2 On our website we shall provide at least the following information: (a) our identity and our address; (b) the main characteristics of the goods; (c) the price of the goods including all taxes; (d) the delivery costs; (e) the arrangements for payment, delivery or performance; (f) the existence of a right of withdrawal, if applicable; (g) the cost of using the means of distance communication, where it is calculated other than at the basic rate; (h) the period for which the offer or the price remains valid;
Article 4. Contract
4.1 The contract with the consumer is concluded as soon as he has accepted our offer and has complied with all obligations set out therein.
4.2 In case the consumer has accepted the offer electronically, we will forthwith confirm the receipt of the acceptance electronically.
4.3 We shall ultimately on the time of delivery of the goods to the consumer provide the following information in writing or on another durable medium available and accessible to him: (a) our geographical address of the place of business to which the consumer may address any complaints; (b) written information on the conditions and procedures for exercising the right of withdrawal or the clear notification of the exclusion of the right of withdrawal; (c) information on after-sales services and guarantees which exist; (d) the information set out in article 3.2 hereof, unless provided to the consumer prior to the execution of the agreement.
Article 5. Right of withdrawal
5.1 In case of a distance contract the consumer, if purchasing goods, has the right to withdraw from the distance contract without giving any reason during a period of seven working days. The reconsideration period starts on the day immediately after the receipt of the goods by the consumer or by the representative appointed by the consumer and made known to us beforehand.
5.2 During the reconsideration period the consumer shall treat the goods and packaging with due care. He shall unpack or use the goods only to the extent necessary to access to as whether he wants to keep the goods. If the consumer desires to exercise his right of withdrawal, he shall immediately return the goods to us by accessories already included, in its original condition and packaging, in accordance with our instructions.
Article 6. Costs in case of withdrawal
6.1 If the consumer exercises his right of withdrawal, he shall bear the costs of returning the goods.
6.2 If the consumer already paid any sums, we shall reimburse these sums as soon as possible and in any case within 30 days after the withdrawal referred to under article 5.1.
Article 7. Exclusion of the right of withdrawal
7.1 We may exclude the right of withdrawal with regard to the products: (a) which are supplied to the consumer's specifications of the consumer; (b) which are highly personalized; (c) which, by reason of their nature, cannot be returned.
7.2 The right of withdrawal is only excluded in case we have clearly stated so in the offer or before executing the contract.
Article 8. Price
8.1 The prices given by us shall apply to delivery ex warehouse of our principal place of business, unless explicitly agreed otherwise.
8.2 All prices shall be in euro and excluding VAT and other governmental levies and taxes, unless explicitly agreed otherwise.
Article 9. Transport
9.1 We shall bear the risk of damages or loss of the products up to the time of delivery to the consumer or to the representative appointed by the consumer and made known to us beforehand, unless explicitly agreed otherwise. The consumer will bear the costs of dispatch.
9.2 The place of delivery is considered to be the address provided to us by the consumer.
Article 10. Delivery
10.1 We shall carry out the orders accepted by us expeditiously but ultimately within 30 days, unless another delivery term has been agreed upon.
10.2 The goods are considered to be delivered as soon as they have been made available to the consumer in accordance with the terms of delivery.
Article 11. Payments
11.1 Unless agreed otherwise in writing, the consumer shall pay all sums due within seven days after the reconsideration period started as referred to in 5.1 above without any deduction or set-off.
11.2 If the consumer does not pay when due, he shall be considered in default ipso jure and we shall be entitled without any notice of default to charge him the statutory interest from the due date and in addition all extrajudicial expenses.
11.3 In case the consumer fails to meet his payment obligations, we shall be entitled to suspend the delivery until the consumer has met his obligations.
Article 12. Conformity and complaints
12.1 We warrant that the goods comply with the contract, with the specifications set out in the offer, with reasonable requirements of soundness and/or usability and with the statutory requirements and/or government regulations applicable in the Netherlands at the time of the formation of the contract. If so agreed, we also warrant that the goods are suitable for their normal use.
12.2 We shall make all reasonable effort to protect and safeguard the goods against any fraudulent manipulation. However we do not warrant that the goods fully withstand and are protected against all forms of fraudulent manipulation or other dishonest use.
12.3 We cannot be held liable in the event: (a) defects are caused by abnormal or unusual storage or use or by any acts, omission or misuse by the consumer or any third party, including the installation, repair or putting into operation or connection without our authorisation and the non or not timely compliance with operating or service instructions; (b) defects which are wholly or partly the consequence of material, equipment, any construction or any method of execution that was chosen by the consumer or prescribed by any regulation of the authorities.
12.4 We shall only be obliged to, at our option, replace or repair the defective item. Replacement shall mean the free shipment of a new item.
12.5 Complaints in respect of defects should be made in writing within due time, but always within two months after recognition of nonconformity, on submission of the delivery note.
12.6 If it is established that the complaint is unfounded, the consumer shall bear all our costs incurred, including our costs of examination.
Article 13. Liability
13.1 Our liability pursuant to this agreement shall be explicitly limited to the performance of the obligations that we have undertaken under the warranty as set out in article 12 above. Any further liability, either for direct or indirect damage, expenses and interests shall be explicitly excluded.
13.2 Without prejudice to the provisions of article 12, except in the event of intent or willful recklessness on our part, we shall not be liable for expenses, damage and interests that are a direct or indirect result of negligence of our employees or persons who assist us in the performance of the agreement.
Article 14. Force majeure
14.1 In the event of force majeure, which shall mean any circumstance beyond our control - even if it was to be foreseen at the time of entering into the agreement - pursuant to which performance of the agreement cannot reasonably be required from us, we shall be entitled without judicial intervention upon written notification to the consumer either to suspend the performance under the agreement during a maximum of six months or to rescind all or part of the agreement without being obliged to pay any compensation or fine, even if this fine was agreed in writing.
Article 15. Return shipment of the goods
15.1 Return of the goods shall require our prior approval and is to be made free of charge stating the RMA number and with enclosure of a copy invoice of the relevant goods.
Article 16. Proof of administration
16.1 Without prejudice to the possibility of proof of the contrary our administrative records shall be decisive concerning this agreement.
Article 17. Limitation period
17.1 Notwithstanding the statutory limitation periods, the limitation period of each claim and defences against us and third parties engaged by us to execute the contract is one year, unless agreed otherwise.
17.2 Article 17.2 is not applicable on claims and defences that based on facts indicating that the goods delivered do not comply with the agreed terms. These claims and defences are barred two years after the consumer has informed us of such nonconformity.
Article 18. Applicable law / competent judge
18.1 All agreements to which these conditions apply in full or in part shall be governed by Netherlands law.
18.2 All disputes that might arise during the performance of or in connection with an agreement shall, subject to mandatory law, be brought, to the exclusion of any other court, before the court Rotterdam that has jurisdiction in respect of the dispute, unless we should choose to submit the dispute to another court with jurisdiction in respect of the matter.

This document is a translation of our general conditions in Dutch. In case of any differences between the original Dutch version and this translation, the Dutch version shall prevail. These general conditions shall take effect on 1 December 2011 and are filed at the Chamber of Commerce of Rotterdam under number 23084035