



deur- en docksystemen

TERMS AND CONDITIONS

Flexx Service B.V.

Article 1 – Definitions

Unless the context clearly indicates otherwise in these terms and conditions:

- a. Supplier: Flexx Service B.V.
- b. Other party: the purchaser of services and/of products
- c. General terms and conditions: these general terms and conditions of sales of Flexx Service B.V.
- d. Consumer (B2C): the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the Supplier.
- e. B2C: Business to Consumer (applicable consumer law)
- f. B2B: Business to Business (consumer law not applicable)

Article 2 – Area of application

2.1 Unless otherwise agreed in writing these general terms and conditions apply to all services, offers orders and agreements between the supplier and the other party, as well as to all quotations from the supplier, to the exclusion of any general terms and conditions whatever nature of the other party.

2.2 Additions, amendments, further agreements of regulations, deviating stipulations to the agreement of these terms and conditions whereby the supplier assumes obligations of agrees to a lower selling price, do not count as agreed between the parties, as long as they are not agreed by the supplier have been confirmed in writing. The supplier reserves at all times the right of the herein terms and conditions not to use.

Article 3 – Offer

3.1 The offer contains a complete and accurate description of the products offered, digital content and/or activities.

3.2 Each offer contains such information that it is clear to other party what the rights and obligations are.

Article 4 – Quotations and agreements

4.1 All quotations, stock lists and price indications are always without obligations. All offers apply for the period as mentioned in the offers. If no term is mentioned, the quotation applies twenty days. A quotation may be extended by the supplier by written notice to the other party, also stating the duration of the extension. Deviations form a written confirmation of an order only binds the supplier after these have also been confirmed in writing.

4.2 There is an agreement, an order of an assignment if it has been accepted – even when a representative or reseller has been used – if confirmed in writing or if after the conclusion of the



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agreement, or after receipt of the order of assignment, execution there-of has taken place by the supplier. For deliveries for which by their nature of scope no quotation of order confirmation is sent, the delivery note and/or the invoice also regarded as order confirmation, which is also deemed to be the correct and complete agreement display. In case of sale from stock, the invoice can replace the written confirmation.

4.3 Any additions and/or changes made later as well as (verbal) commitments from representatives, mechanics or other advisers are only binding if they are confirmed in writing by an authorized person.

4.4 If a quotation is accepted by the other party, the supplier has the right within 2 working days after acceptance of the offer made in quotation.

4.5 All images, drawing and further information are as accurate as possible, but they are binding supplier only if it has been laid down in the quotation and/or order confirmation.

4.6 The supplier reserves the right to charge the costs incurred made for a complicated offer, to charge it to other party, at the moment that there is reason to do so of the quotation no agreement has been concluded between the parties.

Article 5 – Prices

5.1 Unless expressly agreed otherwise, the prices are in all cases upon delivery The Netherlands in euros and excluding VAT, transport costs, packaging, any costs of insurance and other forms of taxes and/or duties.

5.2 The prices for disassembly and assembly are stated separately in writing.

5.3 If, after the written order confirmation, cost components, such as the prices of materials, parts, tools, raw materials, wages, social and government charges, exchange rates and/or other factors on which the supplier has base its sales prices are increased before the agreement has been fully executed, the supplier has the right to make the increase to charge the other party. Such a price adjustment does not entitle the other party to the dissolve the agreement, unless the price adjustment concerns an increase of more than 15%.

5.4 The supplier is authorized to perform additional work for which written permission has been obtained given by the other party, to be charged separately.

5.5 The prices offered only apply to the quantities offered.

5.6 If no price or rate has (yet) been agreed, the price will be determined at the time of delivery the prices and rates charged by the supplier to the other party.

5.7 Changes in wages, (material) costs and other factors that determine the price give the supplier the possibility to adjust the price. The index figure for the following years is in August of the current year determined on the basis of the price index figure.

Article 6 - Delivery

6.1 The supplier will take the greatest possible care when receiving and when the execution of orders for products and the assessment or applications for the granting of services.

6.2 The place of delivery is the address that the other party has made known to the supplier.

6.3 The agreed delivery time commences after agreement has been reached on all technical details, any payment conditions have been met, and the contract signed by other party order confirmation or agreement have been returned.

6.4 The risk of damage and/or loss of products/parts rests with the supplier until the time of delivery to the other party. The supplier is free in the choice of means of transport and forwarder'/carrier, unless agreed otherwise.

6.5 Exceeding the delivery times does not entitle the other party to any compensation or to non-compliance by him with any of his own obligations arising from the agreement.

6.6 The delivery time will in any case be extended by the time that the agreement is executed delayed due to force majeure.

6.7 The supplier cannot accept any liability for color deviations not greater than color nuances to accept. The other party cannot derive the right to refuse delivery from this.

6.8 The other party is obliged to check the delivered goods after delivery for quantity, quality, specification and other deviations from what has been agreed.

6.9 The supplier has the right to make partial deliveries. For the application of these conditions each partial delivery is regarded as an independent delivery.

6.10 If delivery of an ordered product proves to be impossible, the supplier will make every effort to provide a replacement item. At the latest at the time of delivery will be clear and understandable be notified that a replacement item will be delivered.

Article 7 - Returns

7.1 Return shipments are only accepted by the supplier if they have previously agreed to do so has given permission and this is done at the expense of the other party, unless expressly stated otherwise agreed. The other party can register the return shipments via the return form, see return form, chapter 3 appendix 1.

Article 8 - Performance

8.1 The other party must ensure that all work to be performed by third parties is related the assignment will be performed in a timely and correct manner, as well as that all facilities and materials will be ready and delivered, so that the supplier can complete the order without delay to carry out. If the other party does not fulfil these obligations and this causes a delay the term of delivery will be extended proportionally and resulting costs for the supplier are for the account of the other party. The payment term for the other party remains then also unchanged even if the goods have not yet been delivered or assembled or not fully delivered.

Article 9 - Liability

9.1 The supplier is never (so not even in case of force majeure, shortcoming in the fulfilment of any obligation, wrongful act, incorrect advice) is bound to any compensation and/or fine.

9.2 The supplier is only liable for damage caused as a result of defects in the delivered goods and the repairs or other work carried out by it if and insofar as that damage was caused by intent or gross negligence on its part of intent of gross negligence on its part employees and/or third parties who have instructed the supplier to carry out its work. For the rest, any liability of the supplier for damage arising from the performance of the agreement excluded.

9.3 The supplier is not liable for damage resulting from the supplier's payment delivered goods meet legal or other government requirements with regard to (the use of) these goods.

9.4 Subject to intent on the part of the supplier, there is liability for trading, consequential or indirect damage always excluded.

9.5 In all cases in which the supplier is obliged to pay compensation, it will never be higher than, at its option, either the invoice value of the delivered or exported goods work, as a result of which or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of the supplier, the amount actually paid by the insured matter is paid out.

9.6 The employees of the supplier or by the supplier for the performance of the agreement auxiliary persons engaged can invoke all provisions of the agreement against the other party and/or assignment to derive defences as if they themselves were a party to the agreement and/or assignment.

9.7 The other party will indemnify the supplier, its employees and the contractors for the performance of the agreement and/or commissioned auxiliary persons, indemnify against any claim from third parties in connection with the performance by the supplier of the agreement insofar as those claims are more or are different from those that are due to the other party towards the supplier.

Article 10 – Force of the majority

10.1 In the event of force majeure, the supplier is entitled, at its own option, to perform or to suspend the agreement and/or assignment in whole or in part for the duration of the force majeure to terminate the conducive circumstances without the other party being able to claim any compensation.

10.2 Circumstances that constitute force majeure include: strike, lockout, fire, water damage, natural disasters, mobilization, war, traffic obstructions, blockades, government measures, stagnation of delay in the supply of products or parts lack of workers, business failures at suppliers as well as defaults by suppliers, as well as all circumstances that impede the normal course of business.

10.3 If the supplier is unable to carry out the order normally due to force majeure, he has the right to perform the agreement and/or assignment at a later time or in whole or in part without judicial intervention to dissolve.

10.4 In the event of dissolution as referred to in article 10, the other party is obliged to do so within the framework of to accept the assignment available and to pay the purchase price pro rata. The supplier is not obliged to pay any compensation of any kind in these cases.

Article 11 – Reclamation and complaints procedure

11.1 Complaints of any nature whatsoever do not suspend the other party's payment obligation.

11.2 Complaints will only be accepted and dealt with, by the supplier if they are made per return form is submitted to the supplier within 14 days after delivery of the goods. After the expiry of the aforementioned 14 days, the delivered goods are considered irrevocable and unconditionally accepted by the other party.

11.3 Complaints will only be honored by the supplier if it has been enabled to check the goods in their original condition and in their original packaging. Only goods ordered by the supplier have been

returned and which, in addition, the advertising by the supplier are accepted by the supplier. The return shipment is at the expense and risk of the other party.

11.4 In the event of a well-founded proven complaint by the other party, the supplier may, at its option, repair or replace parts or goods to which the complaints relates.

11.5 Complaints about the performance of deliveries or services must be submitted within a reasonable time after the other party has discovered the defects, must be submitted fully and clearly described to the supplier. These last mentioned will process the submitted complaints within a period of 14 days from the date of receipt. If the complaint requires a longer processing time, this will be communicated to the other party in timely manner.

Article 12 - Payment

12.1 Payment must be made within 14 days of the invoice date, without any deductions, to a payment method specified by the supplier, unless agreed otherwise in writing.

12.2 The supplier is entitled at all times before delivery takes place or before delivery to continue, to require (additional) security from the other party for the payment of his payment obligations.

12.3 complaints against invoices must be received in writing by the supplier within fourteen days after invoice date. After the expiry of the term, the invoice is considered irrevocable and unconditionally accepted by the other party.

12.4 The other party waives any right to settlement of mutually owed amounts.

12.5 If the other party does not pay any amount, due in accordance with the foregoing, he is deemed to be in default by operation of law without any other notice of default being required. In that case, all other claims of the supplier against the other party are immediately due and payable the default also takes effect immediately with regard to those claims without notice of default. Effect from the day on which the other party is in default, it is in default of the amounts due supplier owes an interest of 2% per month, a part of a month being charged for a whole month will be calculated.

12.6 In the event of default of payment, all extrajudicial and judicial costs related to this, with any claim against the other party arising from or otherwise related to the agreement, are for the account of the other party. The extrajudicial costs are considered at least 10% of the principal sum, plus interest and advances made and amounts due tax, without prejudice to the right of the supplier, to the actual costs incurred to claim from collection.

12.7 If the other party fails to provide security/presents, the supplier is not obliged to fulfil or further fulfil its obligations towards the other party on account of this of current agreements, without prejudice to the supplier's right to demand compliance with the agreement or payment of the amounts due under the agreement, as well to claim compensation and/or the security/securities in court.

Article 13 – Warranty / Service

13.1 The supplier guarantees the soundness of the materials and/or parts supplied and for the correct installation/assembly of its products, at its discretion and during any warranty period agreed in the order. The standard warranty for service activities are six months after delivery, with the exception of electronic components. Warranty period for completely new installations is one year after delivery.

13.2 Any right to warranty lapses if:

- The goods have been changed or modified by the other party or by third parties;
- The instructions given by the supplier with regard to the use, storage, placement, etc. of the delivered goods have not been followed up exactly;
- The goods are damaged due to negligence or accident;
- Complaints about functioning or hidden defects cannot be reported to the supplier within the
- have reached the warranty period;
- The cause of the errors cannot be clearly demonstrated.

13.3 The other party undertakes to indemnify the supplier against all claims against third parties could enforce it with regard to the goods delivered and/or installed by the supplier products/parts.

13.4 If the supplier has to determine the nature and extent of the damage on site, then the associated costs will be charged to the other party, unless there is a guarantee.

Article 14 – Industrial and commercial property rights

14.1 Drawings, specifications, models and other documents belonging to an offer or relationship on an assignment, are and remain the property of the supplier and may subject to prior written consent of the supplier may not be disclosed, copied, used, imitated in whole or in part or given to third parties. If the other party does not comply with this obligation, he will have to pay the resulting damage to the supplier to fulfil. The supplier is at all times entitled to demand a return.

Article 15 – Dissolution and cancellation

15.1 If the other party fails to fulfill its obligations, in the event of its bankruptcy, suspension of payment, under guardianship, seizure of his goods, cessation, transfer or liquidation of his company or any significant changes in its financial circumstances, the supplier is entitled to terminate the contract without judicial intervention, without prejudice to its further rights to compensation.

15.2 In the circumstances referred to in Article 15.1, the supplier is also entitled to further to suspend the execution of all current agreements between the parties, while in this circumstances all outstanding claims of the supplier are immediately and immediately due and payable, unless the other party can provide the necessary security.

Article 16 – Disputes and applicable law

16.1 All disputes arising in connection with the agreement are always exclusively Dutch applicable law. These disputes will be settled by competent Dutch courts.

Article 17 – Privacy Policy

As of May 25, 2018, one privacy regulation applies throughout the European Union, the General Data Protection Regulation (GDPR).

A copy of the privacy policy can be requested from the supplier and/or can be found on the website of the supplier.

Chapter 2 – Webshop Flexx Parts

Article 1 – Return shipments

1.1 Return shipments are only accepted by the supplier if they have previously agreed to do so has given permission and this is done at the expense of the other party.

Article 2 – Complaint

2.1 Complaints will only be honored by the supplier if it has been enabled to make the products/parts in original condition and in original packaging where possible received. Only products/parts that have been returned on behalf of the supplier and the complaint of which has also been approved by the supplier, will be accepted by the supplier accepted. The return shipment is at the expense and risk of the other party. The other party can register return shipments via the return form, see return form, chapter 3 appendix 1.

Article 3 – Right of withdrawal/Cooling-off period

The right of withdrawal does not apply to Business to Business (B2B)

When delivering products to consumers (B2C)

3.1 The other party can enter into an agreement regarding the purchase of products/parts dissolve within the statutory cooling-off period of 14 days. The supplier may ask the other party for the reason for withdrawal. The other party must return the products/parts within the cooling-off period of 14 days after the date of purchase, or to hand it over to the supplier.

3.2 Returning the products/parts takes place in consultation with the supplier. If necessary can the return shipment document supplied by the supplier can be used, see return form in Appendix 1. The other party should return the products/parts in their original condition if possible and return packaging.

3.3 During the cooling-off period of 14 days, the other party will handle the products/parts and packaging. The other party will only unpack the products/parts or use necessary to establish the nature, characteristics and functioning of the products/parts set.

3.4 The other party is liable for the resulting reduction in value of the products/parts is of a way of handling the products/parts that goes beyond what is permitted in article 3.3.

3.5 The supplier will inform the other party about the products/parts received and about the next steps of the return. If a refund is required, the supplier will take care of this without additional costs for the other party.

3.6 The other party is not entitled to a return if the products/parts are special, tailor-made

have been produced for the other party, in accordance with the delivered order and data/information of the other party. There will therefore be no refund of the costs incurred.

Article 4 – Black and gray list

4.1 The black and gray list (see Dutch Civil Code, book 6, articles 236 and 237) for general terms and conditions is a legal provision that lists a number of general terms and conditions that are always considered unreasonably onerous be seen when they are used in an agreement between a company and a private individual. As soon as a certain provision from the general terms and conditions is regarded as unreasonably onerous, it be destroyed. This means that the clause (after an appeal to voidability) is no longer valid between the other party and the supplier.

RETURN FORM

Details

Company name *

Street name *

Number* Postal code*

City*

Country*

Phone number*

E-mail *

Date:

Please enclose the completed form with the return shipment for faster processing!

* Required fields

Return items

Amount	Article number	Invoice number
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Explanation of return

Defective products/ parts

Damaged products/ parts

Incorrect products/ parts

Other:

Return conditions

We always strive for the best quality. Nevertheless, it is possible to return ordered items. Within 14 days of receipt we will inform you about the next steps of return.

1. Products/parts that are returned must be delivered undamaged and complete.
2. The products/parts are returned in their original condition and packaging, if possible.
3. No refunds possible with:
 - * damaged original box
 - * tape and/or stickers on the original box
 - * the writing on the original packaging
 - * torn and/or missing foil
 - * dirt or scratches on the product
 - * missing and/or broken styrofoam packaging
 - * missing and/or broken bags/cable ties

Please note:

1. For a quick processing of the return, we kindly request you to fill in all the details clearly and send it along with the return. Only fully completed forms will be processed.
2. You are responsible for the return shipping. Save the Track and Trace code.

Return adres

After contacting Flexx Parts, the products/parts can be returned to the address below:

Flexx Parts
Groot Overeem 21
3927 GH Renswoude
The Netherlands

Questions or remarks?

Do you have any questions or remarks? Please feel free to contact us. We are available on Monday to Friday from 08:30 to 17:00

+31 (0)318 30 06 18 / info@flexxparts.nl

Completely filled in?

Send this form by email to info@flexxparts.nl
If necessary, add a photo as an attachment.