

General conditions of sale of Knipidee International B.V.

1. The following conditions apply to all sales, offers and supplies of Knipidee International B.V.
 - 2.1. All offers are without engagement, unless otherwise agreed in writing.
 - 2.2. Any contract/order entered into between the seller and the purchaser shall be fully binding upon both parties, unless the seller should notify the purchaser in writing within 8 days after inception of the agreement/order that he is cancelling the contract.
 - 2.3. Seller has the right to change after the agreement, within reasonable limits, certain specifications (like colours, measures, amounts, etc). Seller has also the right in these circumstances to not deliver all articles.
 - 3.1. Delivery and risks will transpire at the moment of transfer of the goods to a professional carrier, or, in the event that the goods are collected by the buyer or delivered by the seller, at the moment of receipt of the goods by the buyer or delivery to the buyer's warehouse or store.
 - 3.2. From the moment of delivery all goods will be for buyer's account.
 - 3.3. Supplier is entitled to deliver the goods in several parts, unless parties agreed otherwise.
 - 3.4. Upon expiry of the (agreed) term or date of delivery a post-delivery term of 20 working days automatically comes into effect.
 - 3.5. If an agreement relates to several deliveries the agreement may be carried out as a whole or in instalments. In the event of partial delivery the buyer shall be obliged to pay the invoice relating thereto as if it concerned a delivery from a separate agreement.
 - 4.1. Claims are only valid if they are made in writing with a clear description of the complaint and are submitted to the seller within 2 weeks of receipt of the goods, and provided the goods are still in the state in which they were delivered.
 - 4.2. The buyer has the obligation to inspect the delivered goods within 2 weeks after receipt of these goods with regard to defects which can be determined by the buyer by simple investigation, such as shrinkage, tensile strength, colour fastness, pilling and the like. Such defects must therefore also be submitted to the seller within 2 weeks after receipt of the goods in accordance with article 4.1 and are not covered by article 4.3.
 - 4.3. If the claim relates to defects which are not visible or otherwise perceivable, which are not covered by article 4.2, a claim can only be submitted within 2 weeks from the time of discovery of the defect by the buyer, but not later than 2 months after the date of delivery of the goods in question. Claims are only valid if they are made in writing with a clear description of the complaint.
 - 4.4. Slight deviations in quality, colour, size, weight, finish, design, amounts etc. permissible in the trade and/or technically unavoidable shall constitute no reason for complaint.
 - 4.5. With regard to the delivered goods, the buyer cannot call upon non-compliance with the agreement as soon as the goods concerned have been processed, manufactured, sold or cut up by him.
 - 4.6. In the event of justifiable claims, the seller has the choice of either crediting the goods or repairing or replacing them within a reasonable term after receipt of the returned goods.
 - 5.1. Any delay in payment shall require the buyer to pay interest at a rate of 10% per year. Any payment discount in this situation will be cancelled.
 - 5.2. Seller has the right to adjust agreed prices and rates – with immediate effect – based on changes in the cost price of the goods to be delivered by the seller (including transport costs), exchange rates or government-imposed taxes and charges. Such a reasonable adjustment of the previously agreed prices and rates does not affect the agreement.
 - 5.3. Any delay in payment shall require the buyer to pay a fixed compensation to seller totalling no more than 10% of the invoice amounts which remain unpaid or were not paid on time, in accordance with accepted trade practices in the buyer's own country.
 - 5.4. All payments are to be made by buyer in full, without any deduction of counter claims.
 - 6.1. The seller has the right to cancel all orders, either wholly or partly, at his own discretion and without judicial intervention of the legal authorities, or to demand payment in advance for deliveries still to be made, and/or postpone these deliveries if:
 - a. He is unable to cover or cover sufficiently the credit risks ensuring from the said order(s) with an insurer of his own choice;
 - b. Seller has unpaid collectable invoices and/or the financial position of the buyer deteriorates before the order(s) has/have been delivered;
 - 6.2. In case the seller wants to cancel an order based on article 6.1., he will have to notify buyer and will have to offer buyer a last opportunity to pay the order(s) in advance, or provide a guarantee.
 7. All goods supplied, paid or unpaid, remain the property of the seller until all the invoices - including those not yet due – have been paid in full. For as long as the seller still has amounts payable outstanding, he shall be entitled to recall the goods and the buyer is not entitled to transfer the seller's goods in any form whatsoever (including as surety) to third parties nor to give them to third parties on consignment. In the case of recalled goods, the buyer will be credited for the same at the market value of the said goods on the date of recall.
 - 8.1. Circumstances of force majeure which delay or prevent the delivery of the goods shall release the seller from his duty to make delivery on time and shall in no way be a reason to make the seller liable.
 - 8.2. By force majeure is understood, every circumstance beyond the seller's control, such as, but not exclusively: war, riots, strikes, government measures, events of any kind that disrupt seller's production, disease (like SARS or Covid), disruptions in the normal supply of raw materials and ancillaries to the seller, and hold-ups(including outbreak of diseases like SARS or Covid) in the transport of the products by the means of transport chosen by the seller.
 - 9.1. The liability on the part of the seller is limited to the amount which, according to the seller's liability insurer, is payable for the case concerned.
 - 9.2. If, for whatsoever reason, the liability insurer of the seller does not pay out, the liability of the seller will never extend the amount of the value of the invoices which are claimed by buyer.
 - 9.3. The seller will not be liable for any indirect loss or damage, such as: lost profit, lost savings, loss due to business interruption and any other consequential loss, or indirect loss or damage, which is the result of no, or not in a timely manner, or unsatisfactory, performance by the seller.
 10. Dutch law shall govern all agreements concluded under the terms of these conditions, with exclusion of the Vienna Sales Convention. All disputes arising from such agreements shall be settled to the competent court of Midden-Nederland (The Netherlands). The seller may, however, elect to submit a dispute with the buyer to the court in the place where buyer's business is registered or where buyer is officially domiciled, and may elect whether or not the law of the country where the buyer is registered/domiciled shall apply.