

# General Business Terms & Conditions Pack Tools 2.0 BV

## Introduction

The following conditions apply to the sale of materials or equipment, and to the hire, servicing or repair of goods supplied, repaired or serviced by Pack Tools 2.0 BV, hereinafter called 'The Company'. No alterations or additions to, nor exclusion of, any part of these conditions shall be valid in law unless specifically agreed in writing by a Partner of the Company. Nothing in the Buyer's Terms of Purchase shall override, cancel or modify any of the Company's Standard Conditions of Trade. These conditions supersede any earlier conditions of the Company.

## Meanings

'Buyer' herein shall include buyer, hirer, lessee, owner or any other person who is in charge of goods supplied by the company. 'Goods' shall include materials, equipment, spare parts and any other items supplied, serviced, repaired, loaned or hired by the Company.

## Prices & Terms of Payment

Charges for goods and services supplied by the Company shall be paid in full on or before delivery or completion, unless the Buyer has an account with the company.

An application for the opening of a credit account with the Company shall include an undertaking by the applicant that he/she has read and agreed to the Company's Standard Conditions herein. Invoice queries by the Buyer for discrepancies, shortages or non-delivery must be made to the Company in writing within seven days of the date of invoice. Where the Buyer has an account, payment shall be made 14 days following date of invoice. If payment by the Buyer is delayed, the Buyer shall pay to the Company interest on monies outstanding at the rate of 1% per month or part month on the outstanding balance until payment. The Company may at its absolute discretion close the Buyer's account at any time and any balances due shall be paid immediately by the Buyer. The Company reserves the right to change prices without notice.

## Legal Ownership

The property in and title to goods supplied by the Company shall remain within the Company until:

- a) The Buyer shall have paid the price plus VAT in full and
- b) No other sums whatsoever shall be due from the Buyer to the Seller.

In the event of non-payment of sums due to the Company from the Buyer, the Company shall be entitled, without notice, to enter the Buyer's premises and to physically repossess and remove therefrom goods supplied by the Company for which payment has not been received. It will be assumed that where the Buyer purchases similar goods from the Company on a regular basis that a stock rotation system has operated and goods still held relate to invoices still outstanding for which full payment and VAT hasn't been made.

## Guarantee

Pack Tools 2.0 BV guarantees their products for a period of 1 year.

Any guarantee given will be invalidated if the goods supplied by the Company are subjected to misuse or accidental damage after the Buyer has taken delivery of them.

## Specification of Goods – Defects

- a) If the goods are made to a Buyer's pattern or specification the Company has the right to supply 10% more or less than the exact quantity ordered. Any excess or shortage will be charged for or deducted pro rata.
- b) If the goods are made to a Buyer's specification the Buyer agrees to indemnify the Company against any loss in respect of proceedings or otherwise resulting from any infringement of any letters, patent, copyrights, registered trademarks or any other protection subsisting in favour of any third party in such pattern or specification.
- c) If any defective or faulty goods are delivered we must be notified in writing within 8 days of delivery for any inspection and return to be arranged.

## Installation

Where assembly of goods supplied by the Company is not undertaken by the Company, the Buyer shall be responsible for assembly in accordance with the Company's instructions and shall ensure that such instructions have been obtained from the Company. Failure to assemble the goods in the manner prescribed in the instructions supplied with the goods will invalidate the Company's responsibility for damage caused to or by the goods.

## Advice, Information & Opinion

Advice, information and opinion given by any Partner, Employee or Agent of the Company is given without legal responsibility. Any recommendation or suggestion made by the Company relating to the use of goods, whether in technical literature or in response to specific enquiry, is made in good faith, but it is for the Buyer to satisfy himself/herself of the suitability of the goods for his/her particular purpose and he shall be deemed to have done so. We reserve the right to inform our customers of news/offers by electronic mail or post. Some calls may be recorded for training and monitoring purposes.

## Images

Any images displayed on our website or on any printed literature are for illustration purposes only and any style, colours, and brands may vary.

## Limit of Liability

The Company shall not be liable for damage or injury caused by its goods or workmanship beyond replacement of the goods or work in verification of the Buyer's complaint. The Company shall not be liable for any consequential loss caused by its failure or delay in supplying, servicing, or repairing goods, whether the loss arises from the actions or from the omissions of the Company, its Employees, Agents or Subcontractors.

The Directors of the contracting Buyer agree they are and will be jointly and severally liable for the cost of the goods and/or services ordered and consequential losses arising in that way including but not limited to damages and such Directors further jointly and severally guarantee to pay any amounts deemed to be due to the Company forthwith on demand personally.

## Deliveries

Any time named by the Company for the delivery of its goods is an estimate only, and while every effort will be made to deliver on time the Company will not be liable for any consequences of a delay in delivery. Claims by the Buyer for damage during transit, shortages or non-delivery must be made to the Company in writing within eight days of the date of delivery.

## Customer Collections

Any collections must be made after 13:00 .

## Returns

Goods may not be returned to the Company without prior agreement. The Company reserves the right to make a handling and restocking charge of at least 10% of any stock items of goods returned. If special order goods are accepted for return to the original supplier then the Company reserves the right to pass on to the Buyer and any handling and restocking charge imposed on the Company along with any carriage costs incurred.

## Law Applicable

Any contract or sale made by the Company shall in all respects be construed and operate as a Dutch contract and in conformity to Dutch Law.

## VAT and Duty Information

Prices displayed are exclusive of VAT.

The current rate of VAT is 21% for deliveries in the Netherlands

All prices are quoted in Euro (€) and are exclusive of NL sales tax (VAT).

Pack Tools 2.0 BV Company VAT number: NL855055133B01

Following order despatch, invoices will be sent containing the necessary VAT information.