

Article 1: General

1.1. These general terms and conditions apply to all offers, quotations made by or on behalf of Deximport and agreements between third parties (hereinafter referred to as: the client) and Deximport. These general terms and conditions also apply to previously concluded and all future agreements with Deximport.

1.2. Deviations from these general terms and conditions only apply if and insofar as they have been agreed upon in writing and then exclusively for the specific agreement. The applicability of other general terms and conditions, under whatever name, is explicitly rejected.

1.3. Where the term "in writing" is mentioned in these terms and conditions, this also includes any electronic means of communication, such as email, internet, and/or intranet.

Article 2: Offers and Agreements

2.1. All data in publication and advertising material, website, etc., is non-binding, revocable, and subject to change. Deximport does not guarantee the accuracy, completeness, or timeliness of this data. No rights can be derived from catalogs and other pre-printed information.

2.2. An agreement is only concluded—whether or not after a quotation—when it has been confirmed in writing by the management and/or by the sales department employees of Deximport appointed for this purpose.

2.3. Additional agreements and/or changes requested by the client are only binding when they have been confirmed in writing by the management and/or by the sales department employees of Deximport appointed for this purpose.

Article 3: Delivery

3.1. Any delivery time specified by the client or agreed with Deximport is always approximate and can never be considered a strict deadline. In the event of late delivery, the client must give Deximport a reasonable additional period in writing to make the delivery. Deximport will never be liable for any compensation in this regard.

3.2. If goods are not in stock, Deximport has the right to deliver the order in parts and/or, at its discretion, deliver similar goods. The contractor is free to choose the method of shipping and packaging unless otherwise agreed in writing.

3.3. Unless otherwise agreed in writing, delivery takes place ex-warehouse supplier.

3.4. Unless otherwise agreed in writing, the risk of the delivered goods passes to the client at the time of delivery. If a different place of delivery has been agreed upon, the risk of the goods passes to the client before the goods are handed over to the carrier.

Article 4: Price, Payment, and Security

4.1. The agreed price is exclusive of VAT and is based on the price-determining factors known at the time of the quotation. Deximport is always entitled to pass on interim price increases and any additional costs to the client. Deximport is also entitled to directly pass on all increases in levies, taxes, import duties, excise duties, and exchange rates.

4.2. Unless otherwise agreed, the agreed price is based on delivery ex-warehouse and excludes transport costs and any transport insurance. Deximport reserves the right to ship ordered goods cash on delivery without giving reasons.

4.3. Unless otherwise agreed, payment is made in cash or on invoice, in the latter case within 21 days after the invoice date. Payments are made without any right to deduction or setoff, using the bank or giro account number designated by Deximport, and are deemed to have been made at the office of Deximport. Costs related to the payment are borne by the client.

4.4. If the client does not pay the amount due on time, they owe Deximport a late payment interest of 1.5% per month without further notice of default, calculated from the invoice date, with part of a month counting as a full month. The client is also liable to pay an amount of €50.00 in administration costs, as well as all additional extrajudicial and pre-procedural costs, amounting to 15% of the total claim, with a minimum of €250.00 per event.

4.5. Payments are first applied to settle due interest and collection costs and then to discharge successively the due invoices for which no legally valid retention of title has been stipulated, and finally the oldest outstanding invoice, even if the client states that the payment relates to a different invoice. Deximport is always entitled to suspend the fulfillment of its obligations for a period equal to the delay in payment by the client.

4.6. The claim on the client will be immediately and fully payable, including interest, costs, and possibly not yet due invoices, in the event of another attributable shortcoming by the client, existing non-payment, or if the client's goods are seized, or if suspension of payment, bankruptcy, or guardianship of the client is requested. The client is then deemed to be in default by operation of law, regardless of previous agreements on terms.

4.7. In the event of late payment, as well as in the other circumstances mentioned above, Deximport has the right to suspend the execution of the agreement or, at its discretion, to terminate the agreement in whole or in part without being liable for any compensation.

4.8. Regardless of the agreed payment condition, Deximport is always entitled, before proceeding with delivery or continuing with an already commenced delivery, to require prepayment or sufficient security from the client. If the required security or (advance) payment is not provided within the stipulated period, Deximport is entitled to consider the agreement as dissolved without being liable for compensation.

Article 5: Risk, Retention of Title, and Right of Retention

5.1. As long as the client has not paid the full amount of the relevant invoice—possibly increased by due interest and additional costs—the delivered goods remain the property of Deximport.

5.2. Ownership only transfers to the client once the client has fully paid the entire claim. The client will not have the authority to resell the unpaid goods to third parties unless otherwise agreed and except for sales within the normal course of business operations.

5.3. The aforementioned retention of title also extends to any claims of Deximport due to the client's failure to fulfill one of its other obligations under the agreement and to claims of Deximport from earlier agreements with the client. As long as the retention of title continues, the client is obliged to take care of the item as a careful debtor, including adequate insurance. The client is not allowed to pledge the item or encumber it with any other limited right. Furthermore, the client is obliged to immediately notify Deximport of any circumstance that adversely affects or may affect the item.

5.4. If the client fails to fulfill its obligations or if there is a good reason to believe that the client will fail, Deximport is entitled to take back the goods delivered under retention of title, possibly with credit. Deximport always has free access to the goods delivered under retention of title, wherever they may be located. The client is obliged to cooperate within reasonable limits with all measures that Deximport wishes to take to exercise its ownership rights concerning those goods.

Article 6: Complaints and Returns

6.1. The client is obliged to inspect the delivered goods immediately upon receipt. Complaints about quality or quantity, or other deviations and/or damages, must be made known to Deximport in writing within 2 working days of receipt, in detail. No complaint will be admissible if the client has processed or resold the delivered goods to third parties or made a complaint after the stated period, unless the defect could only be detected during or after processing, without prejudice to the obligation to complain timely and properly.

6.2. Deviations regarding quantity as well as directly visible damage, including packaging, must be noted immediately on any (transport) document at the time of delivery, failing which the goods are deemed to have been approved in these respects, and the client can bring no action against Deximport. The client bears the burden of proof that the goods complained about are the same as those delivered by Deximport.

6.3. Minor deviations will never constitute grounds for the client to refuse the goods or terminate the agreement. Complaints of any kind never suspend the client's payment obligations. The right to complain lapses if the products have been altered or repaired by the client.

6.4. The right to complain also lapses if the products have been processed improperly and/or using incorrect tools and/or not in accordance with any user manual, or in the case of self-workmanship by the client or a third party engaged by him. No complaint will be admissible if it is made more than six months after the day of delivery.

6.5. If the complaint is found to be valid, Deximport has the choice to either deliver the agreed upon goods, take back and replace the goods, or terminate the agreement and refund the payments made.

6.6. Goods delivered by the client can only be returned after consultation with and permission from Deximport. The return shipment must be sent to the office address of Deximport. All costs related to a return shipment are borne by the client.

Article 7: Force Majeure

7.1. During a force majeure situation—including when the execution of the agreement is hindered by war, riots, disturbances, sabotage, fire, water damage, flooding, strikes, occupation of company premises, import and export barriers, government measures, machine defects, disruptions in the supply of energy and/or the supply of materials by third parties, or any other circumstance of such a nature that compliance by Deximport can no longer reasonably be demanded—the execution of the agreement will be suspended or dissolved at the discretion of Deximport, with a written statement indicating the circumstance preventing further execution. In that case, no obligation to pay damages will exist, except for reimbursement by the client of the actual costs incurred by Deximport. In the event of temporary or permanent impossibility of performance by Deximport due to force majeure, the client is not entitled to suspend payment.

7.2. If Deximport has partially fulfilled its obligations at the time the force majeure situation arises, or if it can only partially fulfill its obligations, Deximport is entitled to invoice the executed or still-to-be-executed part separately. The client is then obliged to pay that invoice as if it were a separate contract.

Article 8: Warranty

8.1. Deximport undertakes to deliver goods of good quality to the client, in the quantity, and in accordance with the description as set out in the quotation or a further written document between the parties. In general, Deximport will strive to ensure that the agreed-upon performance meets the agreement and otherwise meets reasonable requirements of usability and soundness, for which the client proves that they occurred within 6 months after delivery according to Article 3, exclusively or predominantly as a direct result of an error in the construction used by the contractor or due to poor workmanship or the use of poor materials.

8.2. Defects caused by normal wear and tear, by improper use or handling, by use not in accordance with the assembly instructions, or defects that occur after alteration or repair by the client or third parties, are always excluded from the warranty.

Article 9: Liability, Indemnification & Intellectual Property

9.1. With regard to all goods delivered and worked carried out by Deximport, Deximport is only obliged to comply with its warranty obligations as stated in Article 8, and it is only liable for damage caused by intent or gross negligence on the part of Deximport.

9.2. In no case will Deximport be liable to the client and/or third parties beyond the compensation for damage covered by its liability insurance, or—if such insurance is not in place and/or no coverage is provided—up to the total price agreed upon in the relevant contract, excluding VAT.

9.3. Deximport does not accept any liability whatsoever in connection with exceeding delivery times, inadequate cooperation by the client, materials supplied by third parties, or for personal injury, immaterial damage, or consequential damage, including business damage.

9.4. The client is obliged to indemnify Deximport against all claims from third parties for alleged infringements of intellectual property. Furthermore, the client declares that it will not infringe on the intellectual property of Deximport in any way, related to or produced by it, including concepts, models, or drawings, trademarks, and other intellectual achievements. The client is also obliged to indemnify Deximport against any other liability and is required to stipulate a corresponding exoneration in its contracts with third parties where possible.

Article 10: Cancellation

10.1. If the client cancels the order with the express consent of Deximport and providing compelling reasons in a timely and written manner, the client is in any case obliged to reimburse Deximport for all expenses made in connection with the order for ordered and possibly still to be received, processed or manufactured materials and raw materials, as well as to compensate for the damage caused to Deximport, which costs and damages are set in advance at 25% of the invoice amount, without prejudice to all rights to further compensation.

10.2. Cancellation must take place no later than 5 working days before the agreed delivery time. After that, cancellation is no longer possible, and the provisions of Article 3 regarding delivery apply.

10.3. The client will also compensate for the costs arising from the cancellation and any exchange losses and indemnify Deximport against any possible claims from third parties in this regard.

Article 11: Choice of Law and Forum

11.1. All agreements with Deximport and any disputes arising from or related to them are subject to Dutch law. The provisions of the Vienna Sales Convention and any other international regulations whose application can be excluded are expressly excluded.

11.2. All disputes arising from the agreement, including these terms and conditions, will be settled by the competent civil court in Rotterdam unless Deximport prefers the court of the client's domicile.