

Conditions of Use

GENERAL CONDITIONS of Hotel Supply International B.V., Donkere Spaarne 22, established and having its primary place of business in Haarlem, Chamber of Commerce Amsterdam 62734970 hereafter to be referred to as: user.

Article 1. Definitions

1. In these general conditions the following terms are defined as stated below:
user: the user of the general conditions; non-consumer: a client who acts in the course of a business or profession; buyer: non-consumer.

Article 2. Applicability of these conditions

1. These conditions apply to every offer and every agreement between the user and a buyer to which the user has declared these conditions to be applicable, insofar as the parties have not expressly and in writing deviated from these conditions.
2. The present conditions also apply to all agreements with the user that require the involvement of third parties to execute these agreements.

Article 3. Offers

1. Offers from the user are without obligation and expire at the latest 3 months after the date of the offer.
2. Notwithstanding the provisions of article 6:225 subsection 2 of the Civil Code, the user is not bound to deviations made by the potential buyer in his acceptance of the user's offer.
3. The delivery times, and other terms for the performance to be carried out by the user, mentioned in offers from the user are estimates and only informative; exceeding these does not entitle the potential buyer to compensation or dissolution.
4. The prices that the user has stated are based on execution in standard working hours and excluding transport, packing, delivery and installation costs, VAT and other government levies, unless mentioned otherwise.
5. The user is only bound to his offer if the potential buyer confirms the acceptance of the offer in writing and within 30 days. The prices mentioned in an offer are excluding VAT, unless mentioned otherwise. (See also: Explanation by paragraph under 1)

Article 4. Delivery

1. Unless agreed otherwise, the delivery takes place ex works. When one of the Incoterms has been agreed as a delivery condition, the Incoterms valid at the moment of entering into the agreement will apply.
2. The buyer is obliged to take possession of the items purchased at the moment they are delivered to him or at the moment they are made available to him according to the agreement.
3. If the buyer refuses to take possession or fails to provide information or instructions necessary for the delivery, the items will be stored at the risk of the buyer. In that case, the buyer will be obliged to pay all additional costs, including in any case storage costs.

Article 5. Delivery times

1. The delivery times that the user has stated are approximations at all times and are never deadlines.
2. In the event of a non-timely delivery, the buyer must therefore declare the user to be in default in writing and give the user a reasonable term to still meet his obligations.
3. The delivery time that the user has stated only commences after he has received all the necessary information.

Article 6. Partial deliveries

The user is allowed to deliver the purchased items in consignments. This does not apply if a partial delivery does not have an independent value. If the items are delivered in consignments, the user is entitled to invoice every consignment separately.

Article 7. Technical requirements, etc.

1. If the items to be delivered in the Netherlands must be used outside the Netherlands, the user is not responsible for the items to be delivered meeting the technical requirements, standards and/or regulations that are set by laws or rules of the country where the items are to be used. This does not apply if the use abroad was reported, when entering into the agreement, while submitting all the necessary information and specifications.
2. All other technical requirements that are set by the buyer to the items to be delivered and that deviate from the standard applicable requirements must be expressly reported by the buyer when entering into the purchase agreement.

Article 8. Samples, models and examples

If the user has shown or provided a model, sample or example, this is supposed to be only shown or provided as an indication: the characteristics of the items to be delivered can deviate from the sample, model or example, unless it was expressly stated that delivery would take place in accordance with the sample, model or example that was shown or provided.

Article 9. Dissolution of the agreement

1. An agreement between the user and a buyer can be dissolved immediately in the following cases: if the user becomes aware of circumstances, after entering into the agreement, which give the user good reasons to fear that the buyer will not meet his obligations; if the user has requested the buyer, when entering into the agreement, to provide security for the fulfilment and this security is not forthcoming or is insufficient despite a demand. In the aforementioned cases, the user is entitled to suspend the further execution of the agreement or to dissolve the agreement, all this without prejudice to the users right to claim compensation.
2. The user is entitled to dissolve the agreement if circumstances occur with regard to people and/or materials that the user uses or tends to use for the execution of the agreement, which are of such nature that they make the execution of the agreement impossible or inconvenient and/or disproportionately expensive to such an extent that fulfilment of the agreement can no longer reasonably be required.

Article 10. Guarantee

1. If the guarantee concerns a product that has been produced by a third party, the guarantee is limited to the guarantee that is given by the producer concerned for that product. The guarantee does not apply to: (See also: Explanation by paragraph under 3)
2. If the item shows a design, material or manufacturing defect, the buyer is entitled to the item being repaired.
The user can opt to replace the item if there are objections against the repair. The buyer is only entitled to replacement if repair of the item is not possible.
3. The guarantee does not apply if damage is the result of an incorrect use or not correctly following the instructions.
4. Incorrect use is understood to mean, among others: (See also: Explanation by paragraph under 4)

Article 11. Retention of title

1. All items that the user has delivered remain the property of the user until the buyer has observed all the following obligations from all purchase agreements entered into with the user.
2. The items that the user has delivered, which pursuant to paragraph 1 fall under the retention of title, may only be resold within the scope of normal conduct of his business and never be used as an instrument of payment.
3. The buyer is not entitled to pledge the items that fall under the retention of title nor encumber them in any other way.
4. In all cases in which the user wants to exercise his property rights, the buyer states that he will grant his unconditional and irrevocable approval to the user or a third party to be appointed by the buyer to enter all those places where the property of the user will be and to remove those items from there.
5. If third parties seize the items delivered under retention of title or want to establish or enforce rights on them, the buyer is obliged to inform the user of this as soon as may reasonably be expected.
6. The buyer undertakes to insure the items that are delivered under the retention of title and to keep them insured against fire, explosion and water damage as well as theft and to make the policy of this insurance available for inspection on first demand.

Article 12. Defects; complaint terms

1. The buyer must investigate or have investigated the purchased items upon delivery or as soon as possible after that.
In this regard, the buyer must check if the delivered items meet the conditions of the agreement, namely:
 - if the correct items have been delivered;
 - if the delivered items as regards quantity (for example the amount and number) correspond to what has been agreed upon;
 - if the delivered items meet the agreed quality requirements or, if these are absent, the requirements that may be set to a standard use and/or commercial purposes.
2. If visible defects or shortcomings come to light, the buyer must report these in writing to the user within 3 days of delivery. (See also: Explanation by paragraph under 5)
3. The buyer must report hidden defects in writing to the user within 3 days of discovery, but at the latest within 3 months of delivery. (See also: Explanation by paragraph under 6)
4. Also if the opposite party puts in a timely complaint, his obligation to pay and take possession of the orders that were submitted remains.
5. Items can only be returned to the user after prior written permission.

Article 13. Price/Price increase

1. Unless expressly stated otherwise, the prices that we have issued apply:
 - in Dutch currency
 - excluding VAT
 - on the basis of the minimum amounts used by the user
 - excluding transport costs
 - ex works
2. If the user agrees to a certain price with the buyer, the user is nevertheless entitled to increase the price if the user can demonstrate that significant price changes as regards raw materials, currency and/or wages or other non-foreseen circumstances occurred between the moment of the offer and the delivery.
3. If the price increase amounts to more than 10%, the buyer is entitled to dissolve the agreement. (See also: Explanation by paragraph under 7)

Article 14. Packaging materials

1. The buyer is obliged to return borrowed packaging materials empty and undamaged within 14 days. If the buyer does not meet his obligations with regard to packaging materials, all resulting costs are for his account. Such costs are, among others, the costs resulting from a late return shipment and replacement, repair or cleaning costs.
2. If the buyer does not return borrowed packaging materials after a demand within the term mentioned therein, the user is entitled to proceed to replacement and charge the costs of this, provided that the user has announced these steps in his demand.

Article 15. Payment

1. Payment must take place within 14 days of the invoice date in a manner specified by the user in the currency of the invoice.
2. After 14 days of the invoice date, the buyer is in default by operation of law; from the moment of being in default the buyer is obliged to pay interest of 1.5% per month on the amount due and payable unless the legal interest is higher, in which case the legal interest applies.
3. In the case of the buyers winding-up, bankruptcy or moratorium of payments, the claims of the user and the obligations of the buyer towards the user will be due on demand.
4. Payment must take place without discount or settlement.
5. The payments made by the buyer will first be applied to settle all interest and costs payable, and subsequently those invoice amounts which have been outstanding for the longest period, even though the buyer has stated that the payment relates to other invoices.

Article 16. Credit restriction

User is entitled to charge a credit limitation surcharge of 2%, which is not due if paid within 14 days after the invoice date. (See also: Explanation by article under 8)

Article 17. Collection costs

In the event that the buyer is in default or fails to meet one or more of his obligations, all legal and other costs to obtain fulfilment are for the account of the buyer.

Article 18. Liability

The user is only liable towards the buyer in the following manner:

1. Only the liability as provided for in article 10 (Guarantee) of these conditions applies to damage as a result of defects in delivered items.
2. The user is only liable if the damage is caused by an intentional act or gross negligence from the user or his subordinates;
3. The user's liability is limited to the amount to be paid by the user's insurer in a case in question.
4. If the insurance does not offer coverage in some case or does not pay out, and the user is liable, the user's liability is limited to twice the invoice amount of the transaction, at least the part of the transaction to which the liability relates to. (See also: Explanation by paragraph under 10)

Article 19. Force majeure

1. In these general conditions force majeure means, besides what it means in the law and case law, all external causes, foreseen or unforeseen, that the user cannot exert an influence on, but as a result of which the user is unable to meet his obligations, including strikes in the user's company.
2. During force majeure the user's delivery and other obligations are suspended. If the period in which the user is unable to meet his obligations due to force majeure takes longer than 2 months, both parties are authorized to dissolve the agreement, without there being an obligation to pay compensation.
3. If the user has already partially met his obligations when the force majeure commences, or is only partially able to meet his obligations, the user is entitled to separately invoice the part that was already delivered or the part to be delivered and the buyer is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part that was already delivered or to be delivered does not have an independent value.

Article 20. Settlement of disputes

The court in the user's place of residence has exclusive jurisdiction to hear all disputes, unless the sub district court has the jurisdiction. Nevertheless, the user is entitled to summon his opposite party to appear in the court which has jurisdiction according to the law. (See also: Explanation by paragraph under 11)

Article 21. Applicable law

Dutch law applies to every agreement between the user and the buyer. The Vienna Sales Convention is expressly excluded.