

Terms and conditions

These Terms and Conditions govern all agreements, offers and other actions, etc. between AquaTruWater B.V. and any other party, in whatever form or action (oral, telephone, by mail, by fax, by e-mail, etc.).

Article 1 Applicability

1. In these terms, the following definitions shall apply:

Supplier: The Limited Liability Company AquaTruWater B.V., office based in Nijmegen;

Other party: Supplier's other party (i.e buyer).

2. Deviations and / or additions to the General Terms and Conditions are only valid if they have been agreed in writing between Supplier and the Other Party, and only apply to the specific agreement in which the deviating terms are made and apply in addition to the General Terms and Conditions of the Supplier. The applicability of any other terms and conditions, including any terms used by the Other Party, is explicitly excluded, except to the extent that those Terms and Conditions or Terms have been accepted by the Supplier in writing and explicitly accepted.

3. Additionally, the General Terms and Conditions of Suppliers of Supplier. In case of deviation or contradiction between these Terms and Conditions and those of suppliers, the Terms and Conditions used by Supplier will prevail.

4. The General Terms and Conditions also apply to other agreements, including subsequent or additional agreements, including the Supplier and the Other Party, or their successor(s), are parties.

Article 2 Presentation, acceptance and conclusion of the agreement

1. All offers are free of charge unless they include a term of acceptance, if an offer contains a non-binding offer and this is accepted by the Other Party, Supplier is entitled to withdraw the offer within 10 (ten) business days after receiving the receipt of acceptance.

2. At any time, only after the Supplier has received an Order from its Other Party and has been accepted by the Supplier in writing (by mail, fax or e-mail), an agreement has been reached between the parties. At any time, if the Buyer's order differs from the Supplier's offer, an agreement can only be reached when the Supplier has explicitly stated in writing to agree with this deviation from the offer.

3. Changes to the contract are binding upon Supplier first - also when Supplier has made an offer - after the Supplier has accepted this change in writing within 8 (eight) days after receipt of this, or within 8 (eight) days after receipt of a change, related to the execution of the work. Apparent mistakes, including notices, are deemed not to be written and are replaced by the correct wording. These errors cannot lead to liability.

4. The dimensions, weights and technical data reported in the offers, guides, catalogs, inventory lists, circulars and other promotional materials, as well as the images shown therein, are for illustrative purposes only and are without obligation unless a guarantee is expressly stated by the Supplier in writing. A guarantee is then provided.

5. Only in the event of substantial differences in the delivered goods from the pictures, drawings, etc., the other party has the right to terminate the agreement.

In addition to the cases mentioned in the previous sentence, Supplier is not liable for any errors or omissions, nor is the Other Party entitled to dissolve the Agreement.

6. Unless otherwise agreed, all prices as stated in the offer are without discount and include B.T.W. or excluding other rights or taxes.

Article 3 Delivery

1. Delivery time begins on the day on which Supplier has received the full payment. Delivery times specified by Supplier are not fatal, but always non-binding, but Supplier will make every effort to comply with it as accurately as possible
2. Non-timely delivery by Supplier does not entitle the customer to claim damages, the refusal of the goods, or to complete or partial termination of the agreement.
3. Supplier is authorised to deliver the agreement in its entirety or, after the successive availability of the items, in parts. If a part is delivered, Supplier is entitled to replace payment in accordance with the applicable payment terms in respect of this delivery.

Article 4 Decline

1. The goods delivered by Supplier to the Other Party cannot be exchanged.
2. Unless otherwise agreed, the Other Party is obliged to receive the executed order immediately after its completion and immediately after it is made available to the Other Party. This also applies to portions of the order.
3. If, as a result of non-reduction as referred to in the previous paragraph, the order is wholly or partly stored by Supplier, then Supplier shall be entitled to charge the costs of storage to the Other Party.
4. If, after a period of up to 14 (fourteen) days after the date of notice of default, the Other Party has not yet received the Order by the Supplier, Supplier shall be entitled to a choice, even when it comes to partial orders, to deliver the order and, if payment has not yet taken place, to invoice in the usual manner or to cancel the order, as far as is necessary, without prejudice to its right to dissolve the agreement and / or claiming damages.

Article 5 Force majeure

1. In the case of non-delivery of the Supplier, and in the case of other circumstances such that, in a reasonable manner, compliance with the agreement cannot be demanded by the Supplier (including the case that Supplier through its own suppliers, regardless of the reason for this will not be made available), the delivery obligation will be suspended and the delivery period will be extended for a period equal to that of the continuation of those circumstances.
2. If the extension of the delivery time exceeds 3 (three) months, Supplier is authorized to dissolve the agreement for the part not yet executed (in whole or in part) without being reimbursed to the Other Party for any compensation.
3. Incompatible shortcomings include interference in the company (due to war, riots, floods, traffic jams, public utilities rations, lack of resources for energy generation, fire, machine failure and other accidents, strikes, government measures and similar circumstances that disturb normal business operations and the implementation of the order delay or reasonably impossible, as well as any circumstances which may be independent of the will and / or control of Supplier - whether or not foreseeable - which will temporarily or permanently prevent full or partial execution of the assignments).

Article 6 Right of withdrawal

1. When buying products from Supplier, the Other Party has the option of dissolving the agreement without giving reasons for 14 days. This notice will commence on the day after receipt of the product by the Other Party or a Representative appointed to the Supplier, previously designated by the Other Party.
2. During the reflection period, the Other Party will carefully handle the product and the packaging. The other party will only extract or use the product to the extent that it is necessary to assess whether it wishes to maintain the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories completely, undamaged, unused and in original packaging with untouched seal to the entrepreneur in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the Other Party wishes to make use of its right of withdrawal, the Other Party is obliged to disclose this to the Supplier within 14 days of receipt of the product. The consumer should inform the Supplier by sending an email to Supplier. After the Other Party has announced that it wishes to make use of its right of withdrawal, the Other Party must return the product within 14 days. The Other Party must prove that the goods delivered have been returned in time, for example by means of proof of shipment.
4. If the Other Party has not disclosed at the end of the periods mentioned in paragraphs 2 and 3 to use its right of withdrawal or the product has not been returned to the Supplier, the purchase is a fact.
5. Returns with a value of more than € 50, - must be sent in a registered form.
6. If products are not complete or damaged upon receipt by the Supplier, this is entirely at the expense and risk of the Other Party.

Article 7 Cost of withdrawal

1. If the Other Party makes use of its right of withdrawal, the costs of the return shall be borne by the Other Party.
2. If the Other Party has already paid the purchase price of the purchased item, the Supplier will repay as soon as possible, but not later than 14 (fourteen) days after the cancellation. This is subject to the condition that the product has already been returned by the Supplier. Supplier is not liable for any damage - including theft or loss - arising upon return to the packaging or product. If the product is not received in accordance with the terms, the purchase price will not be refunded.
3. If the Other Party has improperly exercised the right of return, the entrepreneur has the right to charge the consumer all costs associated therewith.

Article 8 Exclusion of right of withdrawal

The Supplier may exclude the Other Party's right of withdrawal for products as defined in paragraph 2 of this article. The exclusion of the right of withdrawal is valid only if the Supplier stated this clearly in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for:

- a. Products manufactured in accordance with instructions of the Other Party (custom);
- b. Agreements that are closed during a public auction. Public auction means a sales method whereby products, digital content and / or services are offered by the entrepreneur to the consumer who is personally present or to be personally present at the auction under the guidance of an auctioneer, and the Successful bidder is required to purchase the products, digital content and / or services;
- c. Agreements relating to leisure activities provided for in the agreement for a certain date or period of implementation thereof;
- d. Products that spoil quickly or have a limited shelf life;
- e. Formerly sealed products of which the seal has been broken, are unsuitable for return because of health reasons or hygiene reasons;
- f. Products which, by their nature, are irrevocably combined with other products;
- g. Sealed audio, video and computer software, whose seal has been broken after delivery;
- h. Newspapers, magazines, with the exception of subscriptions to this;
- i. The delivery of digital content other than on a material carrier, but only if:

- implementation has begun with explicit prior consent of the consumer; and
- the consumer has declared that he is losing his right of withdrawal.

Article 9 Warranty

1. Supplier guarantees for a certain period of 1 (one) year after delivery that the Supplier's goods are free from manufacturing or material defects. Failures that are visible at the time of delivery are not covered by this warranty.
2. In addition, defects that occur in, or in part are due to:
 - a. failure to follow the operating and maintenance instructions;
 - b. abuse of the case or use of the case other than the intended normal use; c. normal wear and tear;
 - d. assembly, adjustment, installation and / or repair of the case by the other party and / or third parties;
 - e. Electrical damage due to misuse of the case;
 - f. Application by the Supplier of any government regulations regarding the nature and quality of applied materials;
 - g. Use of materials, materials and / or processes provided on request by the Other Party.
3. Supplier obtains ownership of replaced goods and parts.
4. Defective or non-conforming goods or parts thereof discovered during the warranty period of 1 (one) year after delivery are repaired or replaced by Supplier, provided that the defect is referred to as a technical defect. In all cases, it is up to the Supplier to assess whether there is a technical defect. In case of a defect, the Other Party must first contact Supplier. Should the Other Party not be able to remedy the defect with Supplier's instructions, the Other Party may return it to Supplier, with the Other Party paying the transport costs in advance. Should it prove that there is a technical defect (in the opinion of Supplier), Supplier will repair or replace it properly without incurring additional costs and Supplier will refund the shipping costs. The Other Party is obliged to properly pack it for transport. In all cases, the transport risk lies with the Other Party.
5. The warranty expires if the Other Party fails to fulfill its obligations under the agreement and / or these Terms and Conditions.
6. Claiming the Warranty does not relieve the Other Party of its obligations under the agreement and / or these Terms and Conditions.
7. The Other Party waives any claims or liability theories, including but not limited to those arising from the contract, any unlawful act, liability, product liability, laws or otherwise, as permitted by law. The replacement or repair by the Supplier does not lead to any new warranty.
8. The other party and third parties are not entitled to damages related to consequential loss, incidental damages, additional damages and / or grievances. This limitation is valid regardless of whether Supplier has been flawed in its warranty or other obligations. Any legal inability to restrict the right of the Other Party or a third party to such compensation shall not affect the Supplier's right to safeguard under this Agreement, and in no case shall the Other Party receive more than the purchase price.

Article 10 Deviations

Material:

Slight deviations in quality, color, hardness, thickness, etc. do not give rise to disapproval.

Other raw materials:

Subordinate changes (such as model changes) from / to items supplied by Supplier do not give rise to disapproval.

Delivery errors:

If Supplier has supplied the wrong goods or services, the Other Party will have to communicate this directly to the Supplier and enable it to return the wrong and deliver the right goods or services. The Other Party is obliged to carefully preserve the wrongly delivered goods or services.

Article 11 Limitation of Supplier Liability

1. Without prejudice to the provisions of this article, Supplier shall never be liable for any failure or unlawful conduct to the Other Party or third parties than to the extent that its liability insurer pays compensation for damages.
2. Supplier is never liable for loss of income and costs relating to interruption, suspension and / or re-launch of a company or work or part of the company or work or stagnation and / or damage to work, caused by any lack of a good sold.
3. Supplier is never liable for direct damage or indirect damage, neither material nor intangible arising from the use of the Supplier's products.

Article 12 Complaints

1. Any advertisements must be made in writing within 8 (eight) days after receipt of the goods, on presentation of the supporting documents that the complaint relates to the delivered/performed by Supplier. The Other Party who delivered it has not properly investigated within 8 (eight) days after receiving it is deemed to have found the delivery agreement. Supplier is not responsible for the ultimate suitability of the business and / or the performer, of any individual application or for his advice.
2. The Other Party shall in no case be entitled to claims against the Supplier after the The Other Party has used the delivered or used the part thereof, has worked or processed, has put it into service, delivered to third parties and / or the seal has been broken / affected.
3. Complaints never give the Other Party the right to deduct money (whether by way of set-off) and/or partial payment, also not by way of conservative seizure.
4. Defects on a part of the delivered do not give the Other Party the right to disapproval of the entire delivered party.
5. When a guaranteed warranty is given on the goods and/or services provided, or provided by third parties - under any designation - any warranty and/or liability, Supplier shall not be held liable for the validity of the delivered/performed and any form of Supplier's warranty excluded.
6. Supplier dealing with complaints do not constitute proof of the validity of those complaints or the timely submission of such complaints.

Article 13 Restrictions, forfeiting, choice of law

1. If any provision of these Terms and Conditions is annulled for inconsistency with provisions of mandatory law, the parties undertake to supplement the agreement or change in such a way that the greatest possible justice to the intention of the parties, as appears from the agreement.
2. All disputes that may arise between the Supplier and the Other Party as a result of the agreement will be settled at the first instance by the competent court in the Arnhem district.
3. All transactions concluded with Supplier shall be governed exclusively by Dutch law, with the express exclusion of the Convention on the International Sale of Goods (C.I.S.G.).