

# General Conditions of Sales, Supply and Repair



## **ACTM Visual B.V.**

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### **1. General**

In these and conditions of trading “the company” means ACTM VISUAL B.V. “The customer” means the customer to whom the company agrees to supply goods. “Goods” means any equipment or services supplied by the company. These terms and conditions shall apply to all contracts entered into between the company and the customer unless agreed to the contrary in writing by a director of the company.

### **2. Orders**

All orders are subject to availability of goods and to written acceptance by the company. Any prior indications by the company by telex, telephone, facsimile, or verbally shall be provisional only.

### **3. Prices**

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication only as to the price range and dimensions of goods offered by the company and any variations thereto shall not give rise to any claim against the company. The company reserves the right to pass on to the customer any increase or decrease in the costs of providing the goods that occur between the date of any quotation and the date of delivery.

### **4. Manufacturer's specification**

The customer recognizes that the company is a distributor of goods. Although the company will try to notify the customer of any variations of which it is aware the customer accepts that the company cannot be accountable for the consequences of any variations made by the manufacturer or as a result of shortage of supplies.

### **5. Software products**

In accordance with trade practice many manufacturers or suppliers of computer software products and similar goods retain title to the copyright and other intellectual property rights. The company only transfers such titles as it may have and no warranties expressed or implied are given as to whether or not the intended use is permitted by the owner of such rights.

### **6. Delivery**

1. Dates and times quoted by the company for delivery run from the receipt by the company of a written order or from resolution of technical details whichever is the later. All dates and times quoted are estimates only and any delay in meeting delivery dates will not give rise to a right to cancel the order unless such a right is specifically reserved in the customer's written order and accepted in writing by the company.
2. Offers for goods ex-stock are subject to the goods being unsold at the time of the customer's order or resolution of technical details whichever is the later.
3. Unless specifically included in the quotation, prices do not include delivery and any delivery charges incurred by the company will be passed on to the customer.
4. The company reserves the right to make part deliveries. A new request by the customer for the company to delay or split deliveries may result in a stocking charge and any additional costs incurred by the company being debited to the customer.

5. The customer must notify the company within 24 hours of receipt of an incorrect delivery of goods or missing, non-delivered goods. After 24 hours the company shall not be liable for any claims by the customer for incorrect delivery or missing, non-delivered goods.

## **7. Payment**

1. Payment of goods is to be made in full prior to the goods being dispatched by the Company, unless otherwise agreed, and the company is entitled to withhold the goods, until payment is received
2. If the Customer fails to make payment as provided for above, the Company will (in addition to any other remedies) charge and be entitled to be paid by the customer interest on overdue accounts at the rate of 2% per month or part thereof until payment is received.
3. In addition to any other rights available, the company shall have the right of access to enter the purchaser's premises and to take possession of any goods supplied by the company for which payment is overdue. In exercising such rights to enter and remove goods the company will not be responsible for any damage thereby caused.

## **8. Force Majeure**

The company shall not be liable for any loss whatsoever suffered by the customer in the event of cancellation of the agreement to supply goods if the supply of the goods would be illegal, contrary to manufacturer's conditions of sales or the agreement is impossible for the company to perform for whatever reason .

## **9. Insolvency**

In the event that the customer is declared insolvent or compounds with its creditors or has distress levied against its goods or assets, or in the case of a limited company compounds with its creditors, or has distress levied against its goods, assets or is wound up or has a receiver appointed for whatsoever reason , the company shall have the right to suspend deliveries until payment has been made for goods already supplied and for all outstanding orders.

## **10. Title and risk**

1. Risk in the goods shall pass to the customer at the time of delivery to or collection by the customer or its agent whichever is the earlier.
2. Retention of title: The company keeps full title to all supplied goods, unless otherwise agreed, until the purchase price, including interest, any costs and any other outstanding accounts between the company and the customer have been settled.
3. Until title to the goods passes to the customer, the customer shall hold the same in its fiduciary capacity as bailee for the company and shall keep the goods separate from that of the customer and third parties and ensure that the goods are at all times identifiable as the company's property; and the company reserves the right to dispose of the goods and the company may retake possession of the goods at any time. For that purpose the customer agrees that the company or its servants and agents may enter upon any land or premises occupied or used by the customer.

## **11. Claims against the Company**

The customer recognizes that the company is not the manufacturer of the goods supplied. The company will pass on to the customer all (if any) unexpired warranties it receives from the manufacturer(s). The Company shall not be liable for indirect loss, including loss on operations, interruption of operations, loss of profits, related costs/expenses, etc., as a result of a notice of non- conformity, delay, etc. Any claim made

by the Customer in relation to the shipment or claims derived from the present delivery agreement, including claims relating to non-conformity or delay, etc., shall not exceed the purchase price of the goods.

## **12. Returns**

All goods shall be deemed accepted unless rejected within 7 days of delivery or collection of the goods. Notice of rejection must be delivered in writing to the company giving detailed reasons for rejection. No compensation, credit, or right of set-off shall be given by the company until the same has been received by the company from the manufacturer, supplier or insurer as the case may be deemed invalid for the purposes of this clause.

## **13. Returns procedure**

If the Customer is entitled to return goods to the Company, he shall:

1. Notify the company by letter, telex, or facsimile of its desire to return the goods together with the reason for the return.
2. Obtain from the company a designated return label which will contain an identification number and which shall be affixed by the customer to the packaging in a prominent position. This procedure is solely for administrative convenience and the issue of a return label shall not be taken as an admission of any fault in relation to the goods being returned. No goods shall be returned without the company's prior approval.
3. Goods will only be accepted back by the company if packed in the original packaging in which the goods were delivered.

## **14. Export requirements**

1. The customer is advised that the goods may be subject to U.S. government export regulations and where these apply it is the customer's sole responsibility to obtain authorization from the U.S. government before re-exporting the goods from the country of purchase.

2. Where the goods are destined, directly or indirectly, for a non-EU location or where the customer is stated not to be an EU resident, the customer will be solely responsible for all bank charges, fees, agency fees, commission and interest on overdue payments in respect of all drafts, cheques, bills of exchange, letters of credit or credit transfers and no deduction whatsoever in respect thereof may be made from any payment to the company or to its order.

3. The customer shall also ensure that the equipment is fit and suitable for import and use in the country or countries of importation and that equipment and relevant documentation comply with all necessary governmental or other official regulation, safety requirements, specifications or requirements whatsoever, including certificates of origin.

## **15. Severability**

If and to the extent that any provision or any part of the company's standard trading conditions are illegal, void, or unenforceable for any reason, then such provisions or part thereof (as the case may be) shall be deemed to be severable from the remaining provisions or parts of the relevant provisions, as the case may be all, of which remaining provisions shall remain in full force and effect.

## **16. Law**

All contracts shall be deemed to have been made in The Netherlands and shall be governed in all respect by Dutch law and all disputes, differences or questions at any time arising between the parties as to the construction, validity and performance of the Contract or as to any matters arising out of the Contract or in

any way connected with it shall be determined by the Dutch Courts of law to whose jurisdiction the Company and the Customer hereby submit.

### Retention of Title

1. The delivered goods remain the property of the seller until payment has been effected.
2. Delivered goods shall remain the property of the seller until all outstanding accounts pertaining to the business relation have been paid.
3. If the delivered goods are processed by the buyer, the buyer does not enjoy a title to the processed goods. The processing of the goods takes place free of charge to the seller. In the event that the retention of title does become inoperative, the buyer and the seller are now already in agreement that the title to the goods passes to the seller simultaneously with the processing of the goods and that the seller accepts the transfer. The buyer holds the manufactured goods free of charge to the seller. In cases where the goods are processed with other goods belonging to a third party, the seller enjoys a right of co-ownership to the processed goods. The extent of this right of co- ownership is determined by the difference between the invoice value of the goods delivered by the seller and the invoice value of the remaining goods.
4. The buyer hereby assigns to the seller all rights to outstanding accounts which he may have in connection with resale of goods which fall within the seller's retention of title, including cases in which goods have been processed. If the processed product - in addition to goods which are delivered by the seller - only comprises goods which belong to the buyer or have been delivered with the so-called "simple retention of title" the buyer assigns all outstanding accounts and obligations to the seller. In other cases, I.e if the buyer has assigned rights to several suppliers, the seller is entitled to a share of the buyer's outstanding accounts corresponding to the relation between the invoice value of the goods delivered by the seller and the invoice value of the goods which are used in the processing of the final product.
5. At the request of the buyer, the seller has an obligation to release collateral security of is own choice which is due to him pursuant to the above provisions to the extent that he realizable value of the collateral exceeds the value of the secured outstanding accounts by more than 20 percent.

### GENERAL DOCUMENT DATA

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