

General Sales Conditions: Hogewoning B.V.

1. GENERAL

1. These General Sales Conditions are applicable to all our offers and to all agreements with third parties.
2. Confidentiality: Hogewoning will treat all customer information confidentially.
3. Delivery will take place in principle ex works unless otherwise has been offered or agreed in the sales agreement.
4. If we agree to carry the transport costs, then the method of shipping will be at our discretion.
5. The risk is transferred to the buyer as of the moment of shipping of the product ex works or from the dispatch point. This also applies in the case of carriage-paid delivery.
6. The choice of packaging will be at our discretion.

2. OFFERS/AGREEMENTS

1. Our offers are without obligation.
2. An agreement via the internet will only be concluded after the acceptance of an order by Hogewoning. Hogewoning has the right to refuse orders and/or to attach certain conditions to the delivery, unless expressly stated otherwise. If the order is not received by Hogewoning due to technical failures, then no agreement exists.

3. PRICES

1. Unless stated otherwise, all quoted prices will be exclusive of turnover tax and exclusive of shipping and transport costs.
2. Agreed prices are based on the cost factors that applied at the time when the agreement was concluded. We reserve the right to charge the buyer an equitable price increase in the event of a price increase by our suppliers and in the event of other changes in cost factors.

4. SHIPPING

1. Shipping will take place for the risk of the buyer in all cases, including carriage paid delivery.
2. The choice of shipping method packaging will be at our discretion.

5. DELIVERY

1. The shipping of part consignments is possible.
2. The stated delivery dates are target dates.
3. If the goods are not delivered at the agreed time and date, we will have a right to a late delivery period of 30 days. This period commences on the date of the receipt of a written notice of default from the buyer by registered post.
4. If delivery is still not made after the notice of default, the buyer only has the right to cancel the agreement in writing. A failure to make delivery does not give, at any time, a right to compensation, not even after the issuing of a notice of default.

6. FORCE MAJEURE

1. If force majeure delays or impedes the execution of the agreement, we have the right to dissolve the agreement in writing, without this giving the buyer any right to compensation.
2. Force majeure is understood to include the non-receipt or late receipt of the goods necessary for the fulfilment of our obligations from our suppliers, labour strikes, and prohibitive government measures.

7. LIABILITY AND COMPLAINTS

1. Complaints in relation to deliveries must be submitted to us in writing within 8 days after the goods have reached the buyer. In the absence of such, we are deemed to have fulfilled our obligations as agreed.
2. If a complaint is submitted on time, and the supplied goods do not conform to the agreement, at our discretion and where relevant subject to the return of the supplied goods, we will either arrange another delivery free of charge, or credit the buyer for the goods that are taken back. We will not be liable for any other obligation, and in particular we will not be liable for payment of compensation.
3. Hogewoning cannot be held liable for consequential damage and loss of products.

8. PAYMENT

1. Unless otherwise stated on the invoice, payment is due within 30 days of delivery. In the event of the exceedance of a due payment date, interest will be owed of 1% for every month, or part of such, that that the payment is late. A complaint does not suspend the payment obligation. The setting off of debts is not allowed.
2. All judicial and extrajudicial debt collection costs are for the account of the buyer. The extrajudicial debt collection costs amount to at least 15% of the outstanding principal, with a minimum of €250, and are payable, without any further demand being required, as soon as we have placed the claim in the hands of a third party for collection.
3. The first time a customer places an order, they will be asked to make an advance payment of 30%.

9. SECURITY

1. In the event of the late payment of an outstanding amount, a suspension of payments, or if a justifiable doubt arises after the conclusion of the agreement concerning the proper fulfilment by the buyer of its obligations, the buyer is obliged to pay in advance or provide security on request. A failure to fulfil this obligation constitutes a breach of contract, and gives us the right to wholly or partially dissolve the agreement, without further notice of default and/or judicial intervention being required, whereby we will be entitled to claim compensation equal to at least the amount that the buyer owed to us under the agreement.
2. All delivered and yet to be delivered goods remain our exclusive property until all claims that we have or will have against the buyer, on any grounds whatsoever, have been paid in full. In the event the buyer does not fulfil any obligation under the agreement towards us, we have the right, without any notice of default being required, to repossess the goods, in which case the agreement is dissolved without judicial intervention being required, and without prejudice to our right to claim compensation.
3. If Hogewoning demands the return of goods in the event of non-payment, it has the right to take back from the client goods that are technically identical to the goods that have not been paid for. Technically identical goods means goods that can be sold by Hogewoning under the same product description.

10. DISPUTES

1. All our agreements are governed by Dutch law.
2. Any disputes will be submitted to the competent court in the place where we have the right to submit a dispute to the court that would have competence to hear the claim without the foregoing clause.

Other information

Address: Hogewoning B.V.
Vinkenweg 50
2230 AG Rijnsburg
Holland

VAT number: NL800188214B01

Chamber of Commerce: 28054095

Bank accounts: ING Bank
BIC code INGBNL2A
EUR : IBAN NL65 INGB 0006 9165 99
USD : IBAN NL48 INGB 0020 1444 07
GBP : IBAN NL63 INGB 0020 0997 11