

Terms and Conditions

TERMS HODAM

also trading as Euronozzle.com

KvK Registration Number: 58634215

1. Definitions

1.1 Euronozzle.com: user of these terms and conditions

1.2 Customer: natural persons and legal persons in the course of their business or profession, in which party offers, notices and agreements (mostly by Euronozzle.com be recorded in the form of order confirmation).

1.3 Agreement: The contractual relationship where Euronozzle.com supplying goods, services, carry out assignments or works are created.

2. The Agreement and the applicability of these Terms and Conditions

2.1 Unless expressly agreed otherwise in writing, only these conditions apply to all agreements and any other contractual relationships where Euronozzle.com is a party, irrespective of any (previous) reference to other terms and conditions of the Customer.

2.2 All offers made by Euronozzle.com are free and are valid for thirty days. Even after the timely and full acceptance of the offer may remain available for two weeks after receiving the acceptance be revoked by Euronozzle.com.

2.3 The Agreement is concluded at the time the order Euronozzle.com has confirmed in writing or when Euronozzle.com without prior written acceptance, the implementation of the Convention began.

2.4 Customer cannot derive rights from a quotation or otherwise using Euronozzle.com data. Exists only for a Euronozzle.com binding legal relationship when the agreement, whether written, is closed.

2.5 In case of work to be performed no offer or order confirmation is sent, the Euronozzle.com send invoice is deemed the agreement correctly and completely represent. The administration of Euronozzle.com end is decisive.

2.6 Any subsequent additional agreements or amendments to the Agreement or these general conditions and (oral) agreements and / or promises of Euronozzle.com binding only if those changes are written by Euronozzle.com confirmed.

3. Supply and delivery

3.1 Unless otherwise agreed, delivery by delivery to the Customer from the premises of Euronozzle.com. (Nijverheidsstraat 85 in Oldenzaal)

3.2 If the parties have agreed that Euronozzle.com the goods to be delivered at a later agreed with the customer location, delivery will take place at the time the business premises of the Euronozzle.com leave, the risk from then to the Customer. The mode of transport or shipping is the expense and risk of the Customer without Euronozzle.com bearing any liability.

3.3 At the time of delivery the risk of the goods to be delivered to the Customer.

3.4 The Customer is required to be delivered directly to (ex) delivery of any defects or damage control.

3.5 Any defects or damage to the goods to be delivered at (ex) delivery the Customer must be present immediately after the audit during the (off) delivery (have) report on the delivery, the invoice and / or other document, in the absence which the Customer is deemed to have approved what is delivered.

3.6 If the Customer invoices that are unpaid Euronozzle.com has left and the payment of those bills already passed, Euronozzle.com entitled to postpone delivery until such time as all

invoices for payment which were passed met.

3.7 The Euronozzle.com said delivery is an indicative delivery where Euronozzle.com reasonably may depart. If, in the opinion of the Customer still there is a late delivery, the Customer must Euronozzle.com of default, with a minimum period of four weeks after notice of default will be reasonable.

3.8 Exceeding the delivery for whatever reason, gives the Customer is not entitled to compensation.

3.9 If no delivery time is agreed upon, a period of six weeks after order confirmation. Where the limits of this delivery the Customer must Euronozzle.com of default, with a minimum period of four weeks after notice of default will be reasonable.

3.10 If after the expiry of the delivery is not purchased by Customer, are the expense and risk of Customer stored in Euronozzle.com. After a period of four weeks is entitled Euronozzle.com these cases (private) to sell or terminate the agreement. If Euronozzle.com proceeds to (private) sales, the costs involved and the difference between the invoice value and the sale on behalf of the Customer, without prejudice to other rights of Euronozzle.com.

3.11 The customer is required from exceeding the agreed delivery date or otherwise force the storage fee to be paid according to the Euronozzle.com usual rate.

4. Retention

4.1 Euronozzle.com retains title to all goods delivered to the Customer until the Customer has the obligations under all agreements concluded with Euronozzle.com fulfilled, provided that such obligations are:

- The consideration (s) with respect to the Euronozzle.com to be delivered;
- The consideration (s) for using Euronozzle.com to be provided;
- Any claims arising from breach of an agreement by the Customer.

4.2 Until ownership of the goods to be delivered to the Customer is not passed, it may not pledge the goods, transfer ownership or to third parties any right thereto.

4.3 The customer is liable under retention of title with due care and as identifiable property of Euronozzle.com and keep adequate insurance.

4.4 Without prejudice to the other Euronozzle.com rights, it is entitled to if the Customer fails to its (payment) obligations, the property subject to Customer and still existing business to take back without Euronozzle.com required compensation for any damage.

4.5. Euronozzle.com customer is obliged to immediately inform if third parties seize goods owned by Euronozzle.com or otherwise claims to have these things right. Customer is also obliged parties immediately from the ownership of Euronozzle.com to know.

5. Prices and Payment

5.1 All Euronozzle.com and Buyer agreed prices are exclusive of taxes, insurance and storage costs, unless otherwise expressly noted.

5.2 Unless otherwise stated, quotations made and contracts concluded subject to change. If cost factors after the conclusion of the Agreement and this increase could not be foreseen, is Euronozzle.com these higher costs to the Customer is entitled to charge.

5.3 Subject to the right of Euronozzle.com order to negotiate a payment, payment must be made within fourteen days after the invoice date, unless the invoice states otherwise.

5.4 Euronozzle.com the costs associated with a payment by the Customer to Euronozzle.com pass to the Customer.

5.5 The refusal to pay on demand or Euronozzle.com security, is Euronozzle.com, without prejudice to its other rights, the implementation of the Agreement entitled to suspend or terminate.

5.6 If there is more than a Customer, all Customers severally liable to Euronozzle.com.

5.7 If due to circumstances attributable to the Customer not implement the Agreement may be taken within the agreed time limit will not cause a suspension of the payment from Customer.

5.8 If it is not within the agreed period for its payment (s) has met, the Customer after the expiry of that period of absence without notice is necessary. Customer shall then from the date the unpaid amount became due until the date payment of interest due to its statutory interest.

5.9 If the Customer fails to fulfill its payment, he should extrajudicial collection costs to be reimbursed Euronozzle.com, which are set at 15% of the outstanding amount with a minimum of € 150, -.

5.10 Until the Buyer to all its (payment) obligations Euronozzle.com is entitled to exercise its lien in respect of all matters Customer for repair or for processing of Euronozzle.com issued.

5.11 Complaints about invoices sent to Buyer shall within fourteen days after the date written on Euronozzle.com be reported.

6. Right of publicity

6.1 Complaints about defects than the defects referred to in Article 3.5, shall within fourteen days after the Customer has found the defects or have noticed Euronozzle.com be made in writing. If the Customer reasonably be the defect until later to discover, the Customer must the defect within fourteen days after discovery of the defect have been reported.

6.2 If the Customer within a defect in paragraph 1 of this Article period has reported that lack it may not appeal.

6.3 No complaint has been accepted for goods delivered that do meet the quality requirements, but not be suited to the purpose for which the Customer wishes to use.

6.4 If the complaints are using Euronozzle.com is justified, the resulting obligations are limited to either credit the purchase price or repair or replacement of the goods delivered, at the option of Euronozzle.com. Be ruled out further liability.

6.5 It is delivered only after prior written consent of Euronozzle.com be returned and the shipment is delivered to happen.

6.6 Complaints relieve Customer of its payment obligations Euronozzle.com

7. Intellectual property

7.1 All (intellectual property) rights relating to designs, the designs, copyrights and method of manufacture of the Euronozzle.com sold goods and the brand under which it vested in the circulation Euronozzle.com for where they do not belong to third parties. It is not authorized by or Euronozzle.com sold goods to imitate the method of manufacture or imitate or to disclose it to.

7.2 The Customer indemnifies Euronozzle.com all claims of third parties incurred by Euronozzle.com may come as a result of the violation of (intellectual property) rights including copyright, trademark, patent and license fees due information, documents or models provided by or on behalf of the Buyer to Euronozzle.com provided for the execution of the instructions given by the Customer.

8. Force Majeure

8.1 If Euronozzle.com hindered by force majeure Agreement in whole or in part, to perform, then the Euronozzle.com without judicial intervention, the Agreement in whole or in part, to suspend or to wholly or partially dissolve without Euronozzle.com to any compensation or guarantees.

8.2 If Euronozzle.com force majeure or other unforeseen circumstances delay the execution of the agreement, then Euronozzle.com not liable for the Customer as a result of damage.

Euronozzle.com in such cases will be deemed to have fulfilled its obligations by performance

yet to be performed once the force majeure event has been canceled.

9. Termination

9.1 If the Customer a) late or not fulfill any obligation arising from the agreement concluded with Euronozzle.com, b) ceases to operate, c) is declared bankrupt, d) regarding suspension of payment granted or e) Legal arrangement for natural persons has been declared applicable to him, he is considered directly in default.

9.2 Without prejudice to its other rights, Euronozzle.com in paragraph 1 of this article entitled situations without notice or judicial intervention, the implementation of the agreement to suspend the Agreement with immediate effect to cancel.

10. Liability

10.1 Any liability of Euronozzle.com, for whatever reason, is always limited to the refund or free replacement or repair under Article 6.4.

10.2 Where Euronozzle.com in any way liable, this liability extends no further than the amount in the particular case under which it has concluded a liability insurance.

10.3 Liability for indirect damage caused by any (attributable) failure by Euronozzle.com be completely excluded.

10.4 Euronozzle.com is not liable for damages resulting from failures and wrongful acts of third parties and damage occurring to or caused by third parties delivered. Customer indemnifies Euronozzle.com against all third party claims.

10.5 The claim for compensation on any grounds whatsoever, shall expire twelve months after the injurious event is discovered or reasonably should have discovered and in any case after twenty months of the harmful event occurred.

11. Applicable law and jurisdiction

11.1 The Agreement and these terms and conditions are governed by Dutch law.

11.2 For all disputes relating to or in connection with the Agreement and / or these general conditions, only the competent court in Amsterdam jurisdiction.