

[www.jouwtech.nl](http://www.jouwtech.nl)

# Terms and conditions



**JouwTech**

# Content

- Article 1.** Definitions
- Article 2.** General provisions
- Article 3.** Offer and formation of agreements
- Article 4.** Cancellation of the agreement by the other party
- Article 5.** Consumer right of withdrawal
- Article 6.** Delivery times
- Article 7.** Delivery of products
- Article 8.** Examination, complaints & defects
- Article 9.** Force majeure
- Article 10.** Prices, shipping costs and payments
- Article 11.** Liability
- Article 12.** General complaint policy
- Article 13.** Retention of title
- Article 14.** Final provisions

## Article 1.

# Definitions

In these general terms and conditions the following terms, always capitalized, are used in the following meaning.

**1. JouwTech:** the user of these general terms and conditions, established at Seggelant-Noord 5B, 3237MG in Vierpolders, registered in the Commercial Register under Chamber of Commerce number 69602999.

**2. Other Party:** any natural or legal person with whom JouwTech has concluded or intends to conclude an Agreement.

**3. Consumer:** an Other Party, natural person, not acting in the course of a profession or business.

**4. Parties:** JouwTech and the Other Party jointly.

**5. Agreement:** any agreement directly entered into between the Parties via the webshop within the framework of which JouwTech has undertaken towards the Other Party to deliver Products.

**6. Products:** the goods to be delivered by JouwTech to the Other Party within the framework of the Agreement, including return goods mixed on one or more pallets.

**7. Webshop:** [www.jouwtech.nl](http://www.jouwtech.nl).

**8. Written:** communication in writing, communication by e-mail or any other means of communication which, in view of the state of the art and generally accepted standards, can be equated with such.

## **Article 2.**

# **General provisions**

- 1.** These General Terms and Conditions apply to each offer by JouwTech in the Web Shop and each Agreement concluded.
- 2.** Any general terms and conditions of the Other Party, under whatever denomination, shall not apply to the Agreement.
- 3.** The provisions of these General Terms and Conditions may only be deviated from expressly and in Writing. If and insofar as the provisions of these general terms and conditions deviate from what the Parties have expressly agreed in writing, what the Parties have expressly agreed in writing will prevail.
- 4.** Destruction or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such shall not affect the validity of the remaining clauses. In such a case the Parties shall be obliged to enter into mutual consultation in order to reach a replacement arrangement in respect of the affected clause. The purpose and purport of the original provision will be taken into account as far as possible.

### **Article 3.**

## **Offer and formation of agreements**

**1.**Each offer by JouwTech is non-binding. Immediately or at least as soon as possible after the order has been placed by the Other Party, JouwTech may still withdraw the offer, e.g. in the event the Products are no longer available. If in such a case payment has already been made by the Other Party, JouwTech shall ensure reimbursement as soon as possible.

**2.**Each Agreement shall, without prejudice to the provisions of paragraph 1, be concluded at the moment the offer by JouwTech is accepted by the Other Party and the Other Party has complied with all the conditions expressly stated in the offer. Subsequently, the order shall, without prejudice to the provisions of paragraph 1, be confirmed to the Other Party by e-mail.

### **Article 4.**

## **Cancellation of the agreement by the other party**

**1.**The Agreement may be cancelled after its conclusion only by the Other Party under the conditions referred to in the following paragraph.

**2.** If the Other Party cancels the Agreement before the products have been shipped, the Other Party shall owe 27% of the total purchase price as cancellation costs. A cancellation shall only be valid if submitted via the form on the customer service page. After JouwTech has shipped the order, cancellation is no longer possible.

## **Article 5.**

# **Consumer right of withdrawal**

**1.** The Consumer may not withdraw from the Agreement in whole or in part, as JouwTech's offer consists of returned goods and uncontrolled products intended for business purposes, therefore customers of JouwTech are not subject to the Consumer Right of Withdrawal and return is not possible. In addition, as each box or pallet is different, JouwTech's offerings are considered "customized" products, and for this reason also no right of withdrawal can be exercised.

## **Article 6.**

# **Delivery times**

- 1.** Products will be shipped no later than 90 days after the formation of the Agreement.
- 2.** All delivery times are indicative, non-fatal terms and may vary accordingly. JouwTech shall not be in default until the Other Party has given written notice of default to JouwTech, which notice shall state a reasonable period for performance, and JouwTech is still in default of performance after the expiry of the latter period.
- 3.** In the event that JouwTech is in default as referred to in the previous paragraph, the Other Party shall be entitled to dissolve the Agreement without any claim for compensation other than restitution or remission of the amount owed by the Other Party to JouwTech pursuant to the Agreement.

## **Article 7.**

# **Delivery of products**

- 1.** Delivery of the Products shall be made by delivering them to the delivery address given by the Customer. If this has been communicated incorrectly, this shall be the responsibility of the Customer.
- 2.** The risk of loss and damage to the Products passes to the Other Party at the time the Products are received by or on behalf of the Other Party.
- 3.** By exceeding the agreed delivery term the Other Party shall, without prejudice to the provisions regarding default in Article 6, never be entitled to refuse to take delivery of the Products and/or to pay the amount owed by it to JouwTech pursuant to the Agreement.
- 4.** In the event the Products could not be delivered due to a circumstance attributable to the Other Party, JouwTech shall be entitled to store the Products at the Other Party's expense and risk without prejudice to the Other Party's obligation to pay the amount owed to JouwTech under the Agreement. The costs to be incurred in connection with the non-receipt by the Other Party as referred to herein, such as extra shipping costs, shall be for the account of the Other Party. The provisions of the foregoing of this paragraph do not affect the risk of loss and damage

Page 3 of 2 of the Products only transfers to the Consumer at the moment that the Products are received by or on behalf of the Consumer.

## **Article 8.**

# **Examination, complaints & defects**

- 1.** At the moment of delivery of the Products the Other Party must immediately investigate whether their nature and quantity conform to the Agreement. Should the nature and/or quantity of the Products, in the opinion of the Other Party, not comply with the Agreement, the Other Party shall immediately notify JouwTech thereof by e-mail within 24 hours after delivery.
- 2.** Complaints with respect to defects of a Product which were not reasonably visible or otherwise not apparent at the time of delivery shall be submitted to JouwTech by e-mail ([klacht@jouwtech.nl](mailto:klacht@jouwtech.nl)) within 24 hours of discovery of the defect or within a period of one day after the Other Party could reasonably have become aware of the defect.
- 3.** The provisions of the previous paragraphs shall not affect the mandatory statutory two-month complaint period for Consumers as regulated in Article 7:23 of the Dutch Civil Code.
- 4.** In the event the Other Party fails to timely complain, no obligation shall arise for JouwTech from such complaint by the Other Party.
- 5.** Even if the Other Party complains in time, the obligation of the Other Party to pay in time remains, except insofar as the law for the benefit of the Consumer mandatorily prevents it.
- 6.** The delivery concerns one or more unverified mix pallets of returnable goods offered by JouwTech at rock-bottom prices. The Other Party accepts the risk that one or more goods which are part of the mix pallet are not of the quality the Other Party may otherwise expect from new goods. JouwTech therefore does not provide any warranty on the Products. JouwTech is and need not be aware of the content and condition of the goods. JouwTech shall not be liable for the content of mix pallets and for damage resulting from defects in the goods. JouwTech furthermore does not guarantee minimum retail value and minimum quantities, cannot guarantee the absence of defects of the goods and furthermore cannot guarantee the content of mix pallets. The Other Party shall indemnify JouwTech against all claims and demands of third parties in this regard.
- 7.** The provisions of the previous paragraph do not affect the mandatory statutory rights and claims which the Consumer may assert against JouwTech (conformity).

## **Article 9.**

# **Force majeure**

- 1.** JouwTech is not bound to comply with any obligation under the Agreement if and for as long as it is prevented from doing so by a circumstance which cannot be attributed to it under the law, a juristic act or generally accepted practice (force majeure). Force majeure includes, in addition to its definition in law and jurisprudence, faults or shortcomings on the part of suppliers to JouwTech, transport difficulties, disasters, epidemics, pandemics, war and threat of war, interruptions, lockouts, riots, acts of war and strikes.
- 2.** To the extent that the force majeure situation renders compliance with the Agreement permanently impossible, JouwTech shall be entitled to dissolve the Agreement with immediate effect.
- 3.** In the event JouwTech has already partially fulfilled its delivery obligations at the time the force majeure situation arises or can only partially fulfil its delivery obligations, it is entitled to separately charge the part already delivered or still deliverable part of the Agreement as if it were an independent Agreement.
- 4.** Without prejudice to the application of the previous paragraph, damage resulting from force majeure shall never be eligible for compensation.

## **Article 10.**

# **Prices, shipping costs and payments**

- 1.** Prior to entering into the Agreement with a Consumer the total price shall be stated including VAT and shipping costs. In other cases sales prices stated are exclusive of VAT unless explicitly stated otherwise and the actual shipping costs incurred by JouwTech shall be additionally borne by the Other Party. Higher shipping costs shall apply for delivery outside the Netherlands.
- 2.** JouwTech is entitled to demand full or partial payment of the agreed price and shipping costs in advance, on the understanding that JouwTech shall not oblige a Consumer to pay more than half of the purchase price in advance.
- 3.** JouwTech shall not be obliged to execute the Agreement as long as the Other Party is in default with the payment of any outstanding and already due payment obligation towards JouwTech.
- 4.** Payments shall be made in the manner designated by JouwTech for this purpose, within the period stated by it or at the time indicated by it. In the event of payment by bank transfer

Page 4 of 2

JouwTech a standard payment term of 14 days from invoice date, but may deviate from this in individual cases.

- 5.** JouwTech is entitled to make invoices due to the Other Party available by e-mail only.
- 6.** In the event of late payment the Other Party shall be in default by operation of law. From the day that this default commences, the Other Party shall owe the then current statutory (commercial) interest on the outstanding amount (trade interest).
- 7.** All reasonable costs, both judicial, extrajudicial and execution costs, incurred to obtain the amounts owed by the Other Party will be for the Other Party's account.

## **Article 11.**

# **Liability**

- 1.** The Other Party shall bear any damage caused by inaccuracies or incompleteness in the data provided by the Other Party, any other shortcoming in the fulfillment of the Other Party's obligations under the law or the Agreement, as well as any other circumstance which cannot be attributed to JouwTech.
- 2.** Apart from the provisions of article 8.6, JouwTech shall in no event be liable for indirect damage, including, but not limited to, losses suffered, loss of profit and damage as a result of business interruption.
- 3.** Should JouwTech be liable for any damage, JouwTech shall at all times be entitled to remedy such damage. The Other Party shall give JouwTech the opportunity to do so, failing which any liability of JouwTech in this regard shall lapse.
- 4.** JouwTech's liability is limited to a maximum of the invoice value of the Agreement, at least that part of the Agreement to which JouwTech's liability relates.
- 5.** With respect to a consumer purchase the limitations set out in this article do not extend beyond what is permitted under section 7:24 paragraph 2 of the Dutch Civil Code.

## **Article 12.**

# **General complaint policy**

- 1.** Complaints with respect to the performance of the Agreement shall, without prejudice to the provisions of Article 8, be submitted to JouwTech by e-mail ([info@jouwtech.nl](mailto:info@jouwtech.nl)) within a reasonable time after the Other Party has provided the grounds for the complaint.
- 2.** Complaints submitted to JouwTech shall be answered within a period of fourteen days after their receipt. In the event a complaint requires a longer processing time, a response with confirmation of receipt and an indication of when the Other Party can expect a more detailed reply shall be provided within the fourteen day period.
- 3.** If a complaint from a Consumer cannot be resolved by mutual agreement, the Consumer may submit the dispute to the Dispute Resolution Board via the ODR platform ([ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)). JouwTech is not obliged to cooperate.

## **Article 13.**

# **Retention of title**

- 1.** All delivered Products shall remain the property of JouwTech until the Other Party has fulfilled all its payment obligations under the Agreement.
- 2.** The Other Party is prohibited from selling, pledging or otherwise encumbering the Products subject to retention of title.
- 3.** The Other Party is obliged to store the Products delivered under retention of title with due care and as recognizable property of JouwTech.
- 4.** In the event third parties seize the Products which are subject to retention of title by JouwTech or wish to establish or enforce rights to them, the Other Party is obliged to notify JouwTech thereof as soon as possible.
- 5.** In the event of infringement of the provisions of this article, all amounts owed by the Other Party to JouwTech shall become immediately due and payable in full.
- 6.** The Other Party gives unconditional permission to JouwTech or third parties designated by JouwTech to enter all those places where the Products subject to retention of title are located. The Other Party shall upon first request provide JouwTech with all information for the purpose of exercising its property rights. All reasonable costs incurred in connection with the exercise of JouwTech's property rights shall be borne by the Other Party.
- 7.** If the Other Party has fulfilled its obligations after the Products have been delivered to it by JouwTech, the retention of title in respect of these Products shall revive if the Other Party fails to fulfill its obligations under an Agreement concluded at a later date.

## **Article 14.**

# **Final provisions**

**1.** JouwTech is entitled to transfer its rights and obligations under the Agreement to a third party.

**2.** Goods at JouwTech are sold for business purposes, therefore customers are no longer subject to Consumer Law but are regarded as business customers of JouwTech, despite the fact that no company name or company details have been provided.

Page 5 of 2

**2.** Each Agreement and all legal relations between the Parties resulting therefrom shall be exclusively governed by Dutch law shall apply.

**3.** Before any recourse to the courts, the Parties shall be obliged to make the best efforts to settle the dispute by mutual consultation.

**4.** Except to the extent imperatively prevented by law under the given circumstances of the case, only the competent court within the district of JouwTech's place of business shall be designated to hear any legal disputes between the Parties.

