



General terms & conditions

from: The Audio Specialists B.V., also trading under the name of: Midas Consoles Benelux, hereinafter referred to as "TAS"

Applicability

1. These general terms and conditions are applicable to all offers of TAS issued via the web shop (<https://www.theaudiospecialists.eu/>) or otherwise, as well as to all agreements, entered into via the web shop or otherwise, between TAS and a contractor partner, hereinafter referred to as: "other party".
2. By giving an Instruction, the other party declares to accept the applicability of these general terms and conditions. The applicability of the general conditions of the other party are hereby excluded, unless otherwise agreed in writing.

Agreement

3. Agreements are concluded by means of the written or electronic acceptance by TAS.
4. All transactions between TAS and the other party are deemed to be B2B transactions.
5. TAS is entitled to engage third parties, if so deemed necessary by TAS for the execution of the agreement, the costs of which will be passed on to the other party.

Offers and pricelists

6. All offers and pricelists of TAS are without obligation, unless explicitly agreed otherwise in writing. Offers from TAS remain valid for a period of thirty days, starting from the day of issue, unless explicitly agreed otherwise in writing.
7. All quotes are subject to price changes. TAS reserves the right to at all times change the prices as stated in the offer and pricelists - until payment has been received - for reasons including, but not confined to, currency changes. Such change in price does not give the other part the right to terminate the agreement (or arrange for its termination), unless the price change involves an increase in excess of 15%.
8. The pricelists, offers, explanations and confirmations issued to the other party by TAS are private and confidential and, therefore, must not be disclosed to third parties (for inspection). All damage suffered by TAS as a result of the other party acting in breach of the above provision will be recovered from the other party in full.



Delivery and risk

9. Stated delivery terms and periods never are final deadlines, unless explicitly agreed otherwise in writing.
10. The delivery of products by TAS and the transfer of risk thereof will be ex warehouse/works TAS. The moment that the products leave the warehouse/plant of TAS, the risks of the products transfer to the other party.
11. Transport will always be at the expense and risk of the other party, also in the event that the other party has instructed TAS to arrange the transport. This also applies if the transport company indicates that any transport damage will be at the expense and risk of the consignor (TAS).

Payment

12. Payment by the other party must be effected by bank transfer in advance, or cash on delivery, unless explicitly agreed otherwise in writing.
13. In the event of the other party failing to pay in time, the other party will be in default immediately, without a notice of default required by TAS. In that case, the other party, in addition to the statutory commercial interest, owes extrajudicial (collection) costs, which cost, in derogation from Section 6:96, subsection 4 of the Netherlands Civil Code and in derogation from the Extrajudicial Collection Costs (Fees) Decree, will amount to 15% of the principal sum, subject to a minimum of € 100 for every fully or partially unpaid invoice.
14. Payment must always be effected without the right to suspension and/or setoff, unless the counterclaim the other party wishes to set off against has been recognised by TAS in writing.
15. (Partial) payments made by the other party, regardless of any reference stated by the other party, always serve to settle the invoice that has been outstanding the longest.

Warranty, defects and the obligation to complain

16. TAS guarantees that the goods, work and/or services provided by TAS are suitable for the applications as intended by TAS, which applications are clear from the instructions included. Further guarantees are only provided by TAS insofar as this has been explicitly agreed in writing.
17. In the event of a manufacturer's warranty and/or product liability, only the manufacturer is liable.
18. If an agreement obliges TAS to deliver the products, any visible defects must be noted down on the (digital) delivery document immediately upon delivery. This can be, but is not confined to, the transport document or the packing slip. In addition, the defects must be reported to TAS in writing (e-mail).
19. Other (hidden) defects must be reported by the other party to TAS in writing (e-mail) within 24 hours of discovery of such defects or within 24 hours after they should have reasonably been detected. TAS applies a short time limit for lodging a complaint, as complaints received too late can involve substantial consequential damage or loss, which can only be prevented through this short time limit for lodging complaints.
20. Reports of defects not accompanied by the original purchase invoice are not accepted by TAS.



21. The other party is not entitled to have these defects repaired if and insofar as they relate to systems and devices that have been delivered as part of a project that has already been completed and for which an acceptance delivery form has been signed.
22. If the other party has submitted a report and the goods do indeed not meet the guaranteed requirements or otherwise show defects, TAS is obliged, at its discretion, to either repair the goods at its expense or to have them replaced. All logistical costs involved in the repair, replacement or reinstatement will be at the expense and risk of the other party.
23. Invoking the right to complain does not discharge the other party from its obligation to pay.

Force majeure

24. In situations of force majeure, TAS is entitled to suspend its obligation for the duration of this situation. Situations of force majeure are understood to be all situations which could not reasonably have been foreseen at the time the agreement was concluded and which are beyond the sphere of influence of TAS. In the event of force majeure, the other party is not entitled to any compensation.

Liability

25. Neither TAS, nor third parties engaged by TAS in the execution of the agreement, are liable towards the other party to pay compensation of any damage or loss, direct or indirect and regardless of the cause thereof. All this subject to damage or loss caused by the intent or gross negligence on the part of TAS.
26. The liability of TAS is limited to the invoice amount in respect of the relevant instruction. Indirect damage, including consequential damage or loss, lost profits, missed savings and losses due to business interruptions never qualify for compensation.
27. In derogation from the above, provided TAS is insured for the relevant damage or loss, the liability of TAS will be limited to the amount to be paid out by the insurer by virtue of that insurance. A copy of the policy and conditions is open for inspection by the other party at the offices of TAS.

Retention of title and right of retention

28. TAS has a retention of title within the meaning of Section 3:92 of the Netherlands Civil Code in all products it has supplied in respect of amounts owed regarding the consideration for products supplied by TAS to the other party under the agreement(s) or for work performed or to be performed for the other party under the agreement(s), as well as in respect of amounts owed on account of failure to perform such agreements. If transactions are formed between TAS and the other party consecutively and/or regularly, the retention of title does not lapse until the moment that the other party has settled all amounts owed to TAS. The other party is obliged to refrain from any acts that impair the retention of title referred to above, such as the creation of a pledge, transfer to a third party, sale or assembly.
29. TAS has a right of retention with regard to items offered to TAS for treatment, repair or storage. In the event that TAS invokes that right, this right does not lapse simply on account of the other party furnishing collateral.



Applicable law

30. All agreements are exclusively governed by Dutch law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods (Vienna Sales Convention). The District Court of Gelderland, location of Zutphen (the Netherlands), has exclusive competency in respect of disputes between TAS and the other party, without prejudice to the right of TAS to opt for a different court or, if so required, a different country.