

Terms and Conditions

Article 1: Applicability

1. These general terms of payment and delivery apply to all quotations and deliveries of, all orders to, and all agreements with "discover bv", hereinafter referred to as "user".
2. These general terms and conditions shall apply to all subsequent offers and agreements, issued respectively concluded with the same party, regardless of whether they are related to or follow from offers already made or agreements already concluded.
3. Changes or additions to these general terms and conditions must be expressly confirmed by User in writing and shall apply only to that offer or agreement on the occasion of the making or conclusion of which the change or addition is made.
4. If and insofar as general terms and conditions used by the other party conflict with these general terms and conditions, the general terms and conditions of the other party shall not apply.

Article 2: Quotations

1. All offers of user, regardless of whether they are made by separate quotation or in price lists or stock quotations, are without obligation, unless the quotation expressly states otherwise.
2. User shall not be bound by an offer until all relevant information has been provided by the other party.
3. An agreement is not concluded until the user has confirmed the other party's order. This may be verbally, in writing or by e-mail.
4. Any changes in the execution of the agreement to be made at the request of the other party must be made known to the user as soon as possible. User has the possibility to refuse these changes in the execution and still carry out the original assignment. Any additional costs related to the changes made at the request of the other party will be charged to the other party.
5. The drawings, models, designs, samples and the like provided by or on behalf of the user with the offer shall remain the property of the user and must be returned immediately by the other party if the agreement is not concluded. The user reserves all rights concerning the intellectual property in relation to these items.
6. Documents provided by or on behalf of the user may not be reproduced, disclosed or made available to third parties or used in any other way, in whole or in part, without the express and written consent of the user.
7. The other party shall provide the user with the data, models, images, etc. relevant to the execution of an agreement as soon as possible but 8 days after the conclusion of the agreement unless parties agree otherwise in writing. If the other party fails to provide the relevant data and/or documents on time or if the other party fails to fulfill its obligations in any other way, the user shall be entitled to dissolve the agreement. The user shall in that case be entitled

are to charge the other party an invoice amount equal to the lost profit, without prejudice to its right to claim additional damages.

8. The other party guarantees and bears full responsibility for the data, drawings, illustrations, etc. provided by it.
9. The other party indemnifies the user against all third party claims based on infringement of intellectual property rights arising from the data, models, images, etc. made available by the other party, which are brought against the user.

Article 3: Price

1. All agreed prices are exclusive of any sales tax payable thereon, unless otherwise expressly stated or agreed upon.
2. Unless expressly agreed otherwise, all prices are stated in Euros.

Article 4: Delivery and risk

1. Delivery shall be made at the place and time specified in the quotation or order confirmation.
The delivery period shall be determined by mutual agreement between the parties, taking into account the agreed number and type of goods to be delivered. User shall observe the specified period as much as possible.
2. Unless expressly agreed otherwise, User shall be entitled to deliver the goods to be delivered by it in stages, each delivery being invoiced separately. Parties can only derive rights from such a further agreement if it is laid down in writing.
3. The User undertakes vis-à-vis the other party to deliver to it the goods in the description, quality and quantity as further described or agreed in the offer.
4. User undertakes to the other party to deliver or make available its goods that:
 - a. are of sound construction;
 - b. are similar in all respects to any samples, which are provided by the user and/or the other party stated.
5. User only guarantees the delivered or made available goods for the purpose for which the other party wants to use them, if and insofar as that purpose has been made known to user, unless the opposite has been agreed upon in writing between parties.
6. If the other party does not take delivery of the goods, in time or at the agreed place because the other party does not provide the necessary cooperation to this end or because some other impediment arises on its part, the other party shall be in default after it has been given notice of default by the user to this effect and the user shall be entitled to transport the goods from the place and from the time at which the delivery is to take place to and store them at a place to be determined by the user, at the expense and risk of the other party.
User shall then be entitled to compensation for the damage suffered by him. This compensation shall amount to at least 15% of the net invoice amount with a minimum of € 100,- without prejudice to the right of user to claim additional compensation for more damages.

7. If the goods have not been accepted by the other party within 8 days after the offer for delivery, the user shall be entitled to dissolve the agreement on the basis of which the delivery takes place, without judicial intervention and to sell or take back the goods to be delivered. The other party shall then owe compensation to the amount of the lost profit and all costs incurred in this respect.
This compensation shall amount to at least 15% of the net invoice amount with a minimum amount of €100, without prejudice to the right of the user to claim additional compensation for more damages.
8. The risk of loss, theft, or the complete or partial failure of the goods to be delivered shall be borne by the other party from the moment of delivery, or from the moment described in the sixth paragraph.
9. The determined period within which the delivery should take place is pursued by user in all reasonableness and fairness, but is not binding. Exceeding the specified delivery period shall not entitle the other party to suspend its obligations under the agreement. Exceeding the term within which the delivery must take place shall never lead to liability for the user for direct or indirect consequences of a delivery exceeding the term and shall in no way entitle the other party to compensation.
10. Third parties will be engaged for shipment. Costs related to delivery including in any case the costs of transportation and insurance shall be borne by the other party.

Article 6: Claims

1. Any complaints regarding goods delivered by user must be reported to user in writing within 8 days of delivery. If the aforementioned reports have been made orally, the other party must confirm them in writing as soon as possible.
2. Return shipments of goods already delivered by the user shall be accepted by the latter only after written consent of the user. These return shipments are entirely at the expense and risk of the other party.

Article 7: Retention of title

1. As security for the correct and complete fulfillment of the other party's obligations, user reserves ownership of the delivered goods until the moment the other party has fulfilled its obligations. Under obligations shall be understood for this purpose, obligations regarding the consideration due to user concerning:
 - a. the items and/or services delivered or to be delivered under this agreement;
 - b. work to be performed under this agreement for the benefit of the other party;
 - c. claims for breach of this agreement.Ownership of any items made available to the other party by the user shall always remain with the user.
2. If user holds claims against the other party in respect of which a retention of title has been made, as well as claims against the other party in respect of which no retention of title has been made, a payment by the other party shall first serve to settle the claim in respect of which no retention of title has been made.
3. As long as the ownership of the delivered goods has not been transferred to the other party, it shall not be permitted to transfer ownership, encumber or alienate the delivered goods under any title whatsoever.

4. As long as the ownership of the delivered goods has not been transferred to the other party, it shall be obliged to hold the delivered goods for it as a good family father and as recognizable property of user.
Any marks or signs affixed to or on the delivered goods shall remain visible to all.
5. User has the right to take back the goods delivered under retention of title if and insofar as the other party remains in default with the fulfillment of any obligation towards user, or in the opinion of user is in payment difficulties.

Article 8: Liability.

1. User is, except for the following or explicitly different written agreement, not liable for damage, which is caused by acts or omissions of help or other persons and / or things which are involved in the execution of the agreement by user at the request of the other party.
2. User's liability for all direct costs and damages, in any way related to or caused by an error or shortcoming in the fulfillment of the agreement shall at all times be limited to the net invoice amount related to the order.
3. The user is never liable for indirect costs and indirect damages, which are in any way related to or caused by an error or failure in the performance of the agreement.
4. The other party indemnifies the user against all claims of third parties for compensation for damage or otherwise, which are directly or indirectly, mediately or immediately, related to the fulfillment of the agreement between the user and the other party.
5. The user shall never be liable for any damage or decrease in value of any property of the other party that the user or any person has in his possession for processing, than up to the amount for which the user has insured himself for such events causing damage and for which cover is actually provided.

Article 9: Force Majeure

1. If and insofar as user cannot fulfill his obligations under the agreement, or cannot fulfill them in full or in time at the agreed location due to a cause beyond his control, he shall be entitled to rescind the agreement in question without judicial intervention and without being liable for damages, or to suspend the obligations under the agreement in question for a period he deems reasonable.
2. Causes which cannot be attributed to user include: any unforeseeable stagnation in the regular course of business in user's company or in the company of a third party from whom user obtains goods or services, as well as apparent changes since the conclusion of the agreement in the actual circumstances which directly or indirectly influence the cost price factors or delivery possibilities, such as fire, water damage, (special) weather conditions, disasters, war and threat of war, government measures, riots, acts of war, strikes or lockouts, work stoppages, defects in machinery or installations, interruption, stagnation in the supply of or rationing of raw materials, auxiliary materials or fuels, as well as non-compliance with an obligation by a third party from whom user obtains goods or services.
3. If one of the aforementioned circumstances occurs, user shall notify the other party as soon as possible, while recording the available evidence.

Article 10: Payment and security

1. All payments shall be made no later than 14 days from the date of invoice, without any right to discount or set-off, including in bankruptcy, at the office of user or by means of failure or transfer to a bank account number designated by the latter, unless otherwise agreed.
2. If the other party has not paid within the above-mentioned term, or within the further agreed term, it shall be in default by operation of law and the user shall be entitled, without any further summons or notice of default being required, to charge the other party 1% interest per month from the due date until the date of full payment and without prejudice to any other rights to which the user is entitled.
3. All costs arising for the user from the non-, untimely or improper fulfillment by the other party of any obligation for the latter under this agreement shall be borne by the other party.
These costs include the costs of summons, notice, collection and bailiff, as well as the costs of counsel / lawyer and attorney, and all extrajudicial as well as judicial costs, which costs are set at least at 15% of the principal amount to be claimed with a minimum of € 100.
4. If and insofar as the other party is in default of payment, as well as in the event of bankruptcy, application for a suspension of payment and the closing down or liquidation of its business, all that the user can claim from the other party shall be immediately due and payable.
5. User reserves the right to require full or partial prepayments of the agreed / budgeted purchase price.
6. The other party shall be obliged at the first request of the user to provide collateral or personal security or a bank guarantee for all that the other party may owe the user under this agreement or otherwise.
7. User is entitled to suspend the fulfillment of the obligation to deliver an item until the other party has fulfilled all its obligations towards user.

Article 11: Applicable law and forum law

1. Dutch law applies to all agreements between user and the other party.
2. All disputes arising from the agreements between the user and the other party and which do not fall within the competence of the district court, should in the first instance be brought before and adjudicated by the district court in Roermond in the Netherlands.