

Business Terms and Conditions - Ventisit

Ventisit B.V. is registered with the Chamber of Commerce under number 90624793 and is located at Anna Paulownastraat 14, 1901BV, Castricum

Article 1 Definitions

1. In these terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise:
2. Offer: Any written Offer to the Buyer for the delivery of Products by the seller with which these conditions are inextricably linked.
3. Company: The natural or legal person who acts in the exercise of a profession or business.
4. Buyer: The Company that enters into a (remote) Agreement with Ventisit B.V.
5. Agreement: The (distance) purchase Agreement that extends to the sale and delivery of Products purchased by the Buyer from Ventisit B.V.
6. Products: All Products Offered by Ventisit B.V.
7. Ventisit B.V.: The supplier of Products to the Buyer, hereinafter: Ventisit.

Article 2 Applicability

1. These general terms and conditions apply to every Ventisit Offer and every Agreement between Ventisit and a Buyer and to every product Offered by Ventisit.
2. Before an Agreement (remote) is concluded, the Buyer will have access to these general terms and conditions. If this is not reasonably possible, Ventisit will indicate to the Buyer how the Buyer can view the general terms and conditions, which are in any case published on the Ventisit website, so that the Buyer can easily store these general terms and conditions on a durable medium.
3. In exceptional situations, these general terms and conditions can be deviated from if this has been explicitly agreed in writing with Ventisit.
4. These general terms and conditions also apply to additional, amended and follow-up Agreements with the Buyer. Any general and / or purchasing conditions of the Buyer are expressly rejected.
5. If one or more provisions of these general terms and conditions are partially or completely void or are nullified, the other provisions of these general terms and conditions will remain in force and the invalid / nullified provision (s) will be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and interpreted in the spirit of these general terms and conditions.
7. If in these general terms and conditions there is any reference that is made to she / her, it should also be understood as a reference to he / him / their, if and in so far applicable.

Article 3 The Offer

1. All Offers made by Ventisit are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer. An Offer only exists if it has been stated in writing.
2. Ventisit has the right to refuse an Agreement with a potential Buyer for a valid reason applicable to Ventisit .
3. The Offer contains an accurate description of the product offered with corresponding prices. The description is detailed in such a way that the Buyer is able to make a good assessment of the Offer. Obvious mistakes or errors in the Offer cannot be considered as binding for Ventisit. Any images and specific information in the Offer are only an indication and cannot be grounds for any compensation or termination of the Agreement (at a distance). Ventisit cannot guarantee that the colours in the image exactly match the real colours of the Product.
4. Delivery times and terms stated in the Ventisit Offer are indicative and do not entitle the Buyer to terminate the Agreement or to compensation if they are exceeded, unless expressly agreed otherwise.

5. A composite quotation does not oblige Ventisit to deliver part of the goods included in the Offer or deal at part of the stated price.
6. If and in so far as there is an Offer, this does not automatically apply to any repeat orders. Offers are only valid while stocks last and according to the 'as long as supplies last' principle.

Article 4 Realisation of the Agreement

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer from Ventisit by explicitly and unambiguously agreeing to the Offer in writing, or at least by email or by verbal Agreement via telephone.
2. An Offer can be made by Ventisit by e-mail.
3. If the Buyer has accepted the Offer by entering into an Agreement with Ventisit, Ventisit will confirm the Agreement with the Buyer in writing, or at least by email.
4. If the acceptance deviates (on minor points) from the Offer, Ventisit is not bound by it.
5. Ventisit is not bound to an Offer if the Buyer could reasonably have been expected to or should have understood that the Offer contained an obvious mistake or error. The Buyer cannot derive any rights from this mistake or clerical error.
6. The right of withdrawal/ to recall the order is excluded for the Buyer.

Article 5 Execution of the Agreement

1. Ventisit will execute the Agreement to the best of its knowledge and ability.
2. If and in so far as required for the proper execution of the Agreement, Ventisit has the right to have certain work carried out by third parties at its own discretion.
3. The Buyer shall ensure that all information that Ventisit indicates is necessary, or that the Buyer should reasonably understand to be necessary for the execution of the Agreement, is provided to Ventisit in a timely manner. If the information required for the execution of the Agreement has not been provided to Ventisit in time, Ventisit has the right to suspend the execution of the Agreement.
4. When executing the Agreement, Ventisit is not required or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions provide additional work for Ventisit, the Buyer is obliged to reimburse the additional work or additional costs accordingly.
5. Ventisit may require a security deposit from the Buyer or full payment in advance before implementing the Agreement.
6. Ventisit is not liable for damage, of whatever nature, that arises because Ventisit relied on incorrect and / or incomplete information provided by the Buyer, unless Ventisit was aware of this inaccuracy or incompleteness.
7. The Buyer indemnifies Ventisit against any claims from third parties that suffer damage in connection with the execution of the Agreement and which are attributable to the Buyer.

Article 6 Delivery

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not or not supplied all the requested information in time, does not provide sufficient cooperation or there is a delay due to other circumstances beyond the control of Ventisit, Ventisit is entitled on a reasonable extension of the delivery period. All agreed and / or stated delivery / completion times are never strict deadlines. The Buyer must give Ventisit notice of default in writing and give them a reasonable term in order to be able to (still) deliver. The Buyer is not entitled to any compensation as a result of the delay.
2. The Buyer is obliged to purchase the goods at the time when they are made available to it in accordance with the Agreement, even if they are Offered to them at an earlier or later than agreed.
3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, Ventisit is entitled to store the goods at the Buyer's expense and risk.
4. If the Products are delivered by Ventisit or an external carrier, Ventisit is entitled to charge any delivery costs, unless agreed otherwise in writing. These will then be invoiced separately unless expressly agreed otherwise.

5. If Ventisit requires information from the Buyer in the context of carrying out the Agreement then the delivery time will only commence after the Buyer has provided all the available information necessary for the execution to Ventisit.
6. If Ventisit has specified a time for delivery, this is indicative. Longer delivery times apply to deliveries outside the Netherlands.
7. Ventisit is entitled to deliver the goods in parts, unless otherwise specifically specified in the Agreement or in the case that a partial delivery has no independent value. Ventisit is entitled to invoice separately for these separately delivered goods.

Article 7 Packaging and transport

1. Ventisit undertakes to deliver the goods to the Buyer in a properly packaged manner and in such a way as to ensure that they reach their destination in good condition ready for use.
2. Unless otherwise agreed in writing, all deliveries are made exclusive of value added tax (VAT), including packaging and packaging material.
3. The acceptance of goods without a reference or remark being made on the consignment note or the receipt at the time of arrival, will be considered as proof that the package arrived in good condition at the time of delivery.

Article 8 Examination of Products, complaints

1. The Buyer is obliged to examine the goods delivered at the time of delivery, or in any case within 14 days after receipt of the goods delivered, but only to unpack or assess them to such an extent as to be able to establish whether they will keep them. In doing so, the Buyer should be able to investigate whether the quality and quantity of the delivered goods corresponds to the Agreement and that the Products meet the requirements that apply to normal trading behaviour.
2. The Buyer is obliged to examine and to inform themselves on how the product should be used and also, if for personal use, be able to test the product in accordance with the instructions for use. Ventisit accepts no liability for incorrect use of the product by the Buyer.
3. Any visible defects or shortfalls must be reported in writing to Ventisit after delivery at info@ventisit.nl. The Buyer has a period of 14 days after delivery to do so. Less visible or obvious defects or shortfalls must be reported within 14 days after discovery, but no later than 6 months after delivery. In the event of damage to the product due to careless handling by the Buyer himself, then the Buyer himself is liable for any depreciation of the product.
4. If a complaint is made in time as according to the previous paragraph, the Buyer will remain obliged to pay for the items purchased. If the Buyer wishes to return defective goods, this may only be done with the prior written permission of Ventisit in the manner indicated by Ventisit.
5. Ventisit is entitled to start an investigation into the legitimacy and condition of the returned Products before a refund will take place.
6. Refunds to the Buyer will be processed as soon as possible, but payment can take up to 30 days after receipt of the return shipment. Repayment will be made to the previously stated account number.
7. If the Buyer exercises its right to advertise then it has no right to suspend its payment obligation or to settle outstanding invoices.
8. In the absence of a complete delivery, and / or if one or more Products are missing, and this is due to a mistake by Ventisit, then Ventisit will, following a request from the Buyer, send the missing product(s) or cancel the remaining order. The confirmation of receipt of the Products is hereby of key importance. Any damage suffered by the Buyer as a result of a (deviating) scope to the delivery cannot be reclaimed from Ventisit.

Article 9 Prices

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, unless there are changes in VAT rates.
2. The prices stated in the Offer are exclusive of VAT, unless explicitly stated otherwise.

3. The prices as stated in the Offer are based on the cost factors applicable at the time of entering into the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.

Article 10 Payment and collection policy

1. Payment is made afterwards in the currency in which the invoice was made using the method indicated.
2. The Buyer cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.
3. The payment term is 14 or 30 days, unless the Buyer is a customer with a bad payment record or there is reasonable doubt about the trustworthiness of the Buyer.
4. The Buyer must pay in one transaction to the account number and details of Ventisit made known to him. Parties can only agree on another payment term after explicit and written permission from Ventisit.
5. If a periodic payment Agreement has been reached with the Buyer, Ventisit is entitled to adjust the applicable prices and rates in writing with due observance of a period of 3 months.
6. In the event of liquidation, bankruptcy, any involvement of bailiffs or deferment of payment on the Buyer's side, then the claims of Ventisit to the Buyer are immediately due and payable.
7. Ventisit has the right to have the payments made by the Buyer go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and current interest. Ventisit can, without being in default, refuse an Offer of payment, if the Buyer indicates he wishes a different payment sequence allocation. Ventisit can refuse full repayment of the principal sum, if the overdue and current interest and costs are not paid at the same time.
8. If the Buyer does not meet its payment obligation and has not fulfilled its obligation within the set payment term, the Buyer will be in default.
9. From the date that the Buyer is in default, Ventisit will, without further notice of default, claim the statutory (commercial) interest from the first day of absence until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated in accordance with the graduated scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.
10. If Ventisit has incurred more or higher costs than are reasonably necessary, these costs will be eligible for compensation. Judicial and execution costs incurred are also for the account of the Buyer.

Article 11 Retention of title

1. All goods delivered by Ventisit remain the property of Ventisit until the Buyer has fulfilled all the following obligations under all Agreements concluded with Ventisit.
2. The Buyer is not authorized to rent, loan or pledge the goods that fall under the retention of title, nor to encumber them in any other way if the ownership has not yet been fully transferred.
3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights upon them, the Buyer is obliged to inform Ventisit as soon as may reasonably be expected.
4. In the event that Ventisit wishes to exercise its property rights referred to in this article, the Buyer agrees to give unconditional and irrevocable permission and authorisation to Ventisit or third parties to be designated by them to enter all those places where Ventisit's property is located and to take those articles back.
5. Ventisit has the right to retain the product (s) purchased by the Buyer if the Buyer has not yet (fully) fulfilled its payment obligations, in spite of Ventisit's obligation to transfer or deliver. After the Buyer has indeed fulfilled its payment obligations, then Ventisit will endeavour to deliver the purchased Products to the Buyer as soon as possible, but within no later than 20 working days.
6. Costs and other (consequential) damage as a result of keeping the purchased Products in possession are for the account and risk of the Buyer and will be reimbursed by the Buyer upon Ventisit's first request.

Article 12 Warranty

Ventisit guarantees that the Products comply with the Agreement, provided that the Products are used in a manner for which they are intended and within the specifications, usability and / or reliability stated in the Offer

and the legal rules / regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly reported this use to the seller at the time of entering into the Agreement.

Article 13 Instructions for use

1. The Buyer of Products must follow the regulations and instructions of Ventisit.
2. The Buyer and third parties must refrain from modifying and / or repairing Products themselves, otherwise all rights to any warranty (s) provided will be forfeited.

Article 14 Suspension and dissolution of the Agreement

1. Ventisit is authorised to suspend the fulfilment of its obligations or to dissolve the Agreement if the Buyer does not or does not fully comply with the (payment) obligations under the Agreement.
2. In addition, Ventisit is entitled to dissolve the Agreement existing between themselves and the Buyer, in so far as this has not yet been executed, without judicial intervention, if the Buyer does not properly fulfil the obligations or fulfil them in a timely manner and which have arisen under any Agreement concluded with Ventisit.
3. Furthermore, Ventisit is authorised to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise which are of such a nature that fulfilment of the Agreement is impossible or can no longer be expected according to the standards of reasonableness and fairness or if circumstances arise otherwise which are of such a nature that unaltered continuation of the Agreement cannot reasonably be expected.
4. If the Agreement is dissolved, the claims of Ventisit against the Buyer are immediately due and payable. If Ventisit suspends the fulfilment of the obligations, it retains **its** rights under the law and the Agreement.
5. Ventisit always reserves the right to claim damages.

Article 15 Limitation of liability

1. If the execution of the Agreement by Ventisit leads to liability by Ventisit towards the Buyer or third parties, then that liability is limited to the costs charged by Ventisit in connection with the Agreement, unless the damage has arisen due to intent or gross negligence. The liability of Ventisit is in any case limited to the maximum amount of damage paid by the insurance Company per event annually.
2. Ventisit is not liable for consequential damage, indirect damage, loss of profit and / or loss suffered, lost savings. Damage resulting from the use of the delivered Products is excluded.
3. Ventisit is not liable for and / or obliged to repair damage caused from use of the product. Ventisit provides strict maintenance and usage instructions that must be followed by the Buyer. All damage to Products as a result of wear and use is expressly excluded from liability (this includes signs of use, damage from use, damage from falling, light and water damage, theft, loss, etc.).
4. Ventisit is not liable for damage that is or may be the result of any acts or omissions as a result of (incomplete and / or incorrect) information on the website (s) or linked websites.
5. Ventisit is not responsible for errors and / or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for any reason.
6. Ventisit does not guarantee the correct and complete conveyance of the content of e-mail sent by / on behalf of Ventisit, nor the timely receipt thereof.
7. All claims of the Buyer due to shortcomings on the part of Ventisit will expire if they have not been reported to Ventisit in writing and clearly stating reasons, within one year after these shortcomings were known to the Buyer or the Buyer could have been reasonably aware of the facts on which its claims were based. All claims of the Buyer will expire in any case one year after the termination of the Agreement.

Article 16 Force majeure

1. Ventisit shall not be held liable if it is unable to fulfil any of its obligations under the Agreement as a result of a force majeure situation, nor can it be held to fulfil any obligations if it is hindered to do so due to a circumstance

through no fault of its own and which cannot be attributed to it by virtue of law, a legal action or generally accepted practice.

2. Force majeure is understood to mean in any case, but is not limited to what is understood in this respect by law and jurisprudence, (i) force majeure of suppliers to Ventisit, (ii) failure to properly fulfil obligations by suppliers who have been recommended or put forward to Ventisit by the Buyer, (iii) defectiveness of goods, equipment, software or materials from third parties, (iv) government measures, (v) power cuts, (vi) failure of the internet, data networks and telecommunication facilities (for example, through cybercrime and hacking) , (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in Ventisit's Company and (xi) other situations that, in Ventisit's opinion, fall outside its influence of control and which temporarily or permanently hinder the fulfilment of its obligations.

3. Ventisit is entitled to invoke force majeure if circumstances preventing (further) fulfilment occurs after the date that Ventisit should have fulfilled its obligation.

4. Parties can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without obligation to pay compensation to the other party.

5. In so far as Ventisit has, at the time of the occurrence of force majeure, partly fulfilled or will be able to fulfil obligations under the Agreement, and if this part fulfilled or to be fulfilled has independent value, then Ventisit is entitled to invoice separately for the already completed or work which it can complete. The Buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 17 Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement passes to the Buyer as a Company when the goods leave the Ventisit warehouse.

Article 18 Intellectual Property Rights

1. All intellectual ownership rights and copyrights of Ventisit rest exclusively with Ventisit and are not transferred to the Buyer.

2. The Buyer is prohibited from disclosing and / or duplicating, altering or making available to third parties all documents of which the intellectual ownership rights and copyrights are the property of Ventisit, without the express prior written permission of Ventisit. If the Buyer wishes to make changes to goods delivered by Ventisit, Ventisit must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products containing the intellectual ownership rights of Ventisit other than as agreed in the Agreement.

Article 19 Privacy, data processing and security

1. Ventisit handles the (personal) data of the Buyer and visitors to the website(s) with extreme care. If requested, Ventisit can inform any interested party about its data handling policy.

2. If Ventisit is required to provide information under the Agreement in a secure manner, then this security will comply with the given specifications and comprise of a security level that is not unreasonable taken into account the state of the technology, the sensitivity of the data and the costs involved

Article 20 Complaints

1. If the Buyer is not satisfied with the Products of Ventisit and / or has complaints about the (execution of the) Agreement, the Buyer is obliged to respond to these complaints as soon as possible, but no later than 14 calendar days after the relevant reason for registering the complaint has taken place. Complaints can be reported via info@ventisit.nl with the subject heading "Complaint".

2. The complaint must be sufficiently substantiated and / or explained by the Buyer if Ventisit is expected to be able to deal with the complaint.

3. Ventisit will respond to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. Parties will try to find a solution together.

Article 21 Applicable law

1. Dutch law applies to every Agreement between Ventisit and the Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of an explanation of the content and meaning of these general terms and conditions, the Dutch text will always be decisive. Ventisit has the right to unilaterally change these general terms and conditions.
3. All disputes, arising from or as a result of the Agreement between Ventisit and the Buyer, will be settled at the competent court of Noord-Holland, location Alkmaar, unless provisions of mandatory law lead to the jurisdiction of another court.

Castricum 14-7-2023

NOTE – The translation of these terms and conditions is not a sworn translation by an official legal translator