

BlueCollars BV - Terms and Conditions

Article 1 Applicability of these conditions

These conditions apply to every offer and every agreement between BlueCollars BV, hereinafter referred to as BlueCollars and a customer, to which BlueCollars has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing.

Article 2 Quotations

Quotations made by BlueCollars are valid for 14 days, unless stated otherwise. BlueCollars is only bound by the offers if the acceptance thereof is confirmed by the customer in writing within 14 days. The prices stated in the quotation are exclusive of VAT, unless stated otherwise.

Article 3 Delivery

1. Unless otherwise agreed, delivery takes place off BlueCollars in Best.

2. The customer is obliged to purchase the goods or services purchased at the time when they are made available to him in accordance with the agreement or within the period stated in the agreement. If the customer refuses the purchase or is negligent in providing information and / or instructions, necessary for the delivery and / or the provision of services, all additional costs will be borne by the customer.

Article 4 Delivery time

An agreed delivery time is not a deadline, unless explicitly agreed otherwise. In the event of late delivery, the customer must therefore give BlueCollars written notice of default.

Article 5 Part deliveries

BlueCollars is permitted to deliver sold goods in parts, unless these partial deliveries have no independent value. If deliveries are made in parts, BlueCollars is authorized to invoice each part separately.

Article 6 Technical demands

1. BlueCollars is responsible for ensuring that the goods delivered comply with all legal provisions, usual regulations and technical requirements set by the customer for the goods to be delivered.

2. When providing services, the customer is obliged to ensure that the equipment meets the requirements set by BlueCollars.

Article 7 Models, examples and prototypes

BlueCollars may display or provide models, prototypes or examples by way of indication. The goods to be delivered may deviate from the model or example, unless expressly agreed otherwise.

Article 8 Termination of an agreement

1. The claims of BlueCollars on the customer are immediately due and payable in the following cases:

- if after the conclusion of the agreement, BlueCollars becomes aware of circumstances that give BlueCollars good grounds to fear that the customer will not meet his obligations.

- if BlueCollars has asked the customer to provide security for compliance when concluding the agreement and this security is not provided or is insufficient. In the aforementioned cases, BlueCollars is authorized to suspend further execution of the agreement or to proceed to dissolution of the agreement, all this without prejudice to BlueCollars' right to claim compensation.

2. If circumstances arise with regard to persons and / or material that BlueCollars uses or tends to use in the execution of the agreement, which are of such a nature that execution of the agreement is impossible or so inconvenient and / or disproportionately expensive that compliance with the agreement can no longer reasonably be required, BlueCollars is authorized to dissolve the agreement.

Article 9 Warranty

1. BlueCollars guarantees that the goods it supplies are free from design, material and manufacturing defects for a period of 3 months after delivery, unless explicitly agreed otherwise.

2. If an error as referred to in paragraph 1 occurs, the customer is entitled to rectification. BlueCollars can choose to correct the error or, if this encounters insurmountable problems, to replace the delivered item.

3. The warranty does not apply if the damage is the result of incorrect treatment by the customer. The customer is prohibited, without the express written permission of BlueCollars, to make changes and / or changes to the product delivered by BlueCollars.

Article 10 Retention of title

1. The goods delivered by BlueCollars remain the property of BlueCollars until the customer has fulfilled all obligations under the agreement concluded with BlueCollars.

2. The goods delivered by BlueCollars may not be pledged and / or encumbered in any other way during the period of retention of title.

3. If the customer does not fulfill his obligations or if there is a well-founded fear that he will not do so, BlueCollars is entitled to dispose of delivered goods, which are subject to the retention of title referred to in paragraph 1, from the customer or third parties who keep the goods for the customer. The customer is obliged to cooperate fully in this regard under penalty of a fine of 10% of the amount owed by him per day.

4. If third parties wish to establish or assert any right to the goods delivered under retention of title, the customer is obliged to inform BlueCollars as soon as possible as can reasonably be expected.

5. Customer undertakes:

- to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage and against theft and to make the policy available for inspection to BlueCollars.

- to pledge all claims of the customer against insurers with regard to the goods delivered under retention of title to BlueCollars in the manner described in art. 3:329 BW.

- to mark the goods delivered under retention of title as the property of BlueCollars - to cooperate in all other ways with all reasonable measures that BlueCollars wishes to take to protect its right of ownership with regard to the goods and which do not unreasonably hinder the customer in the normal course of its business.

Article 11 Defects; complaint periods

1. The customer must inspect the purchased goods or have them inspected upon delivery or as soon as possible thereafter. The customer must check whether the delivered goods are in accordance with what is stated in the agreement.

2. If visible defects or shortages are found, the customer must report these to BlueCollars in writing within 10 days after delivery.

3. Non-visible defects must be reported to BlueCollars in writing within 3 days after discovery, but no later than 3 months after delivery.

4. Even if the customer makes a timely complaint, his obligation to pay and purchase orders placed remains. Goods can only be returned to BlueCollars after prior written consent.

Article 12 Price increase

If BlueCollars agrees a certain price with the customer, BlueCollars is at all times entitled to increase the price. If the customer does not agree with the new price, the customer has the right to terminate the agreement.

Article 13 Payment

1. Payment must be made within the period stated on the invoice,

- by means of legal tender at the offices of BlueCollars.

- by bank transfer of the amount due to the account of BlueCollars.

After expiry of the payment term, the customer is in default; from the moment of default, the customer owes an interest of 13% on an annual basis on the amount due.

2. In the event of liquidation, bankruptcy or suspension of payment of the customer, the obligations will be immediately due and payable.

3. Payments must be made without discount or settlement.

4. Payments made by the customer are in the first place always used to settle all interest and costs owed, and in the second place of due and payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.

Article 14 Collection costs

If the customer is in default or in default with the fulfillment of one or more of his obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the customer. In any case, the customer owes:

- on the first € 5000 15%

- on the excess 10%

If BlueCollars demonstrates that it has incurred higher costs, which were reasonably necessary, these costs are also eligible for reimbursement.

Article 15 Liability

BlueCollars is only liable to the customer in the following way:

1. For damage as a result of defects in delivered goods, only the liability as regulated in Article 9 of these conditions applies.

2. BlueCollars is liable if damage is caused by intent or gross negligence on the part of BlueCollars or its subordinates.

3. Incidentally, the liability of BlueCollars is limited to the amount of the payment made by the insurance, insofar as this liability is covered by the insurance.

4. If, in any case, the insurance does not provide cover or does not pay out, BlueCollars' liability with regard to additional services is limited to 3 times the invoice value.

Article 16 Confidentiality

BlueCollars undertakes towards the customer to maintain the confidentiality of everything that comes to its or her subordinates with regard to data and / or circumstances of the customer.

Article 17 Force of the majority

1. Force majeure is understood to mean circumstances that prevent the fulfillment of the agreement and that cannot be attributed to BlueCollars. This will also include: strikes; a general lack of necessary raw materials and other goods or services required to achieve the agreed performance; unforeseeable delays at suppliers or other third parties on which BlueCollars depends and general transport problems.

2. BlueCollars has the right to invoke force majeure if the circumstances that prevent (further) fulfillment occur after BlueCollars should have fulfilled its obligation.

3. During the force majeure, the delivery and other obligations of BlueCollars will be suspended. If the period of force majeure lasts longer than 2 months, both parties are entitled to dissolve the agreement, without there being any obligation to pay compensation in that case.

4. If BlueCollars has already partially fulfilled its obligations at the commencement of the force majeure, or can only partially fulfill its obligations, it is entitled, without prejudice to the provisions of Article 5, to invoice separately for the already delivered or deliverable part and the customer is obliged pay this invoice as if it were a separate contract.

Article 18 Dispute settlement

Contrary to the legal rules for the jurisdiction of the civil court, any dispute between the customer and BlueCollars will be settled by the court in Eindhoven, The Netherlands, if the court has jurisdiction. However, BlueCollars remains entitled to summon the customer to appear before the competent court according to the law or the applicable international treaty.

Article 19 Applicable law

Dutch law applies to every agreement between BlueCollars and the customer.

Article 20 Change of terms

BlueCollars is authorized to make changes to these conditions. These changes take effect on the announced date of entry into force. BlueCollars will send the amended conditions to the customer in a timely manner. If no effective date has been communicated, changes will take effect for the customer as soon as he has been notified of the change.