1. Definitions.
In these terms and conditions, “buyer” also means “client”.

2. Applicability.

The Dutch version of these terms and conditions is binding. Any addendum to a delivery contract under the Dutch law will only be valid if written in Dutch.

3. Termination.

The seller will only be entitled to terminate the agreement in cases where:

a. Any breach of the agreement by the buyer has been notified in writing to the seller.

4. Payment.

All offers shall be made in the seller’s bank account without any deduction, discount or off-set. Payments to a representative or (any) member of staff only will be valid if a receipt for payment has been submitted in writing. Any payment by check or any other form of documents not in the seller’s signature, is entitled to be charged 2% credit reservation on any invoices.

5. Retention of Title and Risk.

The products remain the property of the seller until the buyer has fully paid all amounts due or the products have been delivered and accepted by the buyer, provided that the buyer pays all amounts due to the seller, that the buyer has not agreed to any form of insolvency, bankruptcy or liquidation or is as such or otherwise insolvent, and that the buyer does not immediately terminate the agreement.

6. Warranty.

The seller warrants that the products supplied meet the normal requirements and standards of quality, workmanship and safety. The warranty period is as follows:

7. Force Majeure.

In addition to the defined law and case law, in these general terms and conditions force majeure is understood to mean any unforeseen or unforeseeable external cause beyond the seller’s control that prevent the seller from meeting the obligations set forth in both the seller’s business and during storage or transport (whether provided in-person or by vehicles), as well as third parties from whom the seller procures some or all of the goods required. Force majeure includes but is not limited to:

8. Jurisdiction.

Non-contractual disputes arising under the terms and conditions of the buyer and the seller will be resolved under the terms and conditions of the seller.

9. Liability.

The seller will not be liable for any costs and damages arising from the buyer’s responsibility.

10. Applicable Law and Disputes.

Any disputes arising under the terms and conditions of the buyer and the seller will be resolved under the terms and conditions of the seller.

NRK Folie 2017
General Terms and Conditions of Sale, Delivery and Payment