

General Terms & Conditions BeeDirect
Chamber of Commerce nr : 27155011 .

1. General Terms :

These general terms and conditions form an integral part of all offers and agreements on the part of the seller – BeeDirect – with respect to the supply of goods and the performance of service and/or work. Supplementary and/or deviating terms and conditions specified by a purchaser/customer or by third parties – which terms and conditions are taken to include conditions of purchase – are explicitly declared to be non-applicable unless the seller has agreed in writing to accept different conditions. The placing of an order by a purchaser/customer implicitly implies acceptance of these general terms and conditions of sale, supply and payment by the purchaser.

2. Offer and Agreement :

Oral agreements are not binding on the seller unless confirmed in writing. All offers and quotations provided by BeeDirect are without obligation. If an offer or quotation is accepted by the purchaser/customer, BeeDirect has the right to withdraw said offer within two (2) working days from the date on which the seller was informed by the purchaser/customer of acceptance of the order.

3. Prices :

Unless explicitly specified otherwise, the prices quoted by BeeDirect in, inter alia, catalogues price lists and advertisements are net and exclusive of V.A.T. BeeDirect may raise prices if and insofar as the purchase price payable by BeeDirect or the official rate of exchange for the currency concerned has risen by more than 3% compared with the situation which existed for the seller on the date of the price list concerned and/or at the point in time at which the order was confirmed. A rise or change in the selling price does not release the purchaser/customer from his obligations under the terms of the agreement and equally does not give the purchaser/customer the right to cancel the agreement.

4. Cancellation :

Cancellation of oral or written orders by the purchaser/customer can be accepted only under conditions which indemnify the seller against loss. BeeDirect reserves the right to present an invoice in respect of costs incurred, including a sum in respect of loss of profit on the part of the seller, up to a maximum amount of 10% of the total value of the order.

5. Force Majeure :

In the event of force majeure BeeDirect has the right to cancel the agreement, insofar as this has not already been fulfilled, or, at the discretion of BeeDirect, to postpone delivery until such time as the circumstances which gave rise to the force majeure no longer exist. Force majeure can comprise : inter alia; war; mobilization; strike(s); difficulties in obtaining raw materials, both in the factories from which BeeDirect's purchasers his goods and in BeeDirect's own factory; disruption in energy or material supplies and a transport delay;

Without, incidentally, BeeDirect being required to demonstrate the effect of said force majeure.

6. Delivery and delivery time :

The goods/service/work shall be delivered in accordance with the seller's offer. Delivery times will be specified as accurately as possible and will be met by BeeDirect wherever possible. Late delivery shall in no event entitle the purchaser/customer to claim compensation. The customer is also not entitled to cancel the agreement of the order or to refuse to receive the goods or to defer payment for the goods already delivered. BeeDirect is entitled to defer until such time as the purchaser/customer has fulfilled all his obligations vis a vis the seller.

7. Retention of Title :

BeeDirect remain the owner of all goods supplied to the customer until such time payment has been received in full from the purchaser.

The goods shall remain the property of BeeDirect and the buyer shall store them so that they are readily identifiable as BeeDirect's goods, until such time as payment for them and for all other goods agreed to be sold to the company had been received in full.

If the goods have been resold, BeeDirect's beneficial entitlement shall be attached to the proceeds of the re-sale and will be able to claim the full purchase price of the proceeds received.

Where ownership of any goods remains vested in BeeDirect, BeeDirect shall be entitled to repossess any goods supplied at any time. BeeDirect may for the purpose of recovering its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

It is the sole responsibility of the purchaser to ensure that all goods received from the BeeDirect are fully insured against any eventually including, but not limited to, fire, theft, flooding, etc, until such time ownership of said goods has passed to the purchaser.

Should goods become damaged in any way after they have been received by the purchaser, the purchaser will be liable to pay to BeeDirect the full purchase price of the goods.

8. Claims :

Claims and/or complaints which have not been submitted in writing to BeeDirect by the purchaser/customer within 14 days from the date of delivery of the goods forfeit any right to recognition. In the event of disputes with regard to price and performance in respect of the subject of the order, the data on the seller's invoice shall be the deciding factor. Claims and/or complaints shall under no circumstances entitle the purchaser/customer to cancel and/or suspend the agreement. In the event of a complaint in respect of the items delivered being found by the seller to be justified, BeeDirect has the right to repair the items concerned or to replace those items by similar items. In such an event BeeDirect is not obliged to compensate the purchaser/customer for any damage or loss incurred;

Goods may not be returned without the prior permission of BeeDirect

9. Payment :

Unless agreed otherwise, the conditions of payment are net and under the conditions T/T in advance. Other possibilities are credit terms, provided that Euler Hermes / Atradius has granted the purchaser/customer a credit limit at least equal to the balance of the costs of the goods to be supplied plus the value of any outstanding invoices, even if the latter have not yet fallen due. BeeDirect at all times has the right to demand payment in advance, payment by cash on delivery, or security for payment;

In the event of the purchaser/customer failing to meet any payment date or of the purchaser/customer being granted a moratorium on payment or being declared bankrupt or of the purchaser's/customer's business going into liquidation, the purchase price shall immediately become claimable in full;

In the event of late payment, the seller reserves the right to change interest at a rate of at least 1,25% per month from the due date of the invoice value, without prejudice to the right of recovery. The costs of recovery, both legal and otherwise, shall be borne by the purchaser/customer.

10. Warranty :

Except in those cases where this is explicitly excluded when an order is accepted, the seller provides a minimum 1-year warranty on the items supplied to a purchaser/customer. The warranty obligations are restricted to rendering of the necessary services – free of charge – by BeeDirect Should it prove necessary for work under guarantee to be carried out in locations, other than on the seller's premises, BeeDirect is entitled to claim reimbursement of traveling expenses, costs in respect of traveling time, transport costs, costs of test equipment and costs in respect of work carried out by third parties from the purchaser;

The justifiability of a claim under warranty is at the discretion of BeeDirect In the event of a groundless or unjustifiable claim under warranty, the seller is entitled to claim reimbursement of the costs of investigation. The items submitted under a warranty claim should be released to a purchaser only when the latter has met in full all his ensuing obligations. The warranty comprises, in all cases free of charge, repair of defects in, or replacement of, the items supplied or the replacement of defective components, at the discretion of BeeDirect ;

The warranty becomes void in the events of:

Improper use, misuse or use of items in a manner contrary to the instructions for use or without adequate anti-static precautions;

Repair, replacement of components, modification of the equipment and similar actions if carried out by persons other than those designated or authorized by us to perform these activities;

Failure on the part of the purchaser/customer to meet any payment obligations vis a vis the seller.

11. Liability :

BeeDirect is not liable for damage which is the consequence of failure of the items supplied by BeeDirect to comply with legal requirements or other requirements laid down by the authorities in respect of (the use of) said items;

BeeDirect is not liable for damage which is the consequence of errors or omissions on the part of third parties entrusted by the seller with the supply of goods to the purchaser/customer;

BeeDirect is not liable for the damage, which can arise as a result of permanent or temporary lack, breakdown or improper functioning of equipment and/or components supplied by the seller;

The purchaser/customer undertakes to check and approve the items supplied by the seller. By carrying out these checks, the purchaser/customer implicitly declares that he has accepted the goods supplied in good condition and free from defects, unless he has informed BeeDirect in writing of these defects within 7 days of receipt of the delivery;

The purchaser/customer is considered to be familiar with the mode of operation of the goods and undertakes to instruct users accordingly;

The purchaser/customer indemnifies BeeDirect against any claims by third parties in respect of the goods supplied by BeeDirect , including claims made by third parties in respect of defects associated with the said items.

12. Applicable law and settlement of disputes :

All agreements between the seller and the purchaser are subject exclusively to Dutch law. All disputes resulting from or associated with the agreement can in the first instance be placed exclusively before the competent judge in The Hague, The Netherlands for settlement.