

This terms and condition are translated only for reference for English costumer, the valid version is the Dutch version.

General delivery, service and payment conditions of IIT Company

1. General definitions

Client: A natural person or a legal entity that purchases goods and/or services from IIT Company.

2. Applicability

These conditions apply to all contracts of IIT Company to the exclusion of any other purchasing terms and conditions of the client, unless the contrary is explicitly agreed. The conditions also apply if and insofar as IIT Company engages third parties for the provision of services and/or the delivery of goods, unless the contrary is expressly agreed upon. If one or more of the provisions in these general terms and conditions are null and void or are nullified, the other provisions of these general terms and conditions will remain in full force. IIT Company and the client will consult on the content of the new provisions to replace the provisions of nullity or destruction.

3. Quotations, prices and conclusion of the contract

Offers and tenders are without obligation, unless expressly agreed otherwise in writing. The agreement between the parties is concluded by the written confirmation of IIT Company of the order to the client. Amendments to and additions to an existing agreement may only bind parties after such changes and/or additions by IIT Company have been expressly confirmed in writing.

- If the customer places a contract/order, the contract is first established by IIT Company Accepted by e-mail.
- Orders can be placed on the websites of IIT Company, by fax, by e-mail.
- IIT Company reserves the right to charge an additional fee in case of orders above a maximum of total weight to be delivered.
- If acceptance of an order of a given article is not possible for any reason whatsoever, it will be IIT Company In consultation with the customer, we try to deliver a similar product in terms of price and quality. The order will be accepted in custom form after agreement.
- IIT Company Has the right at all times to verify an order beforehand or to refuse it without giving reasons, it shall not be the buyer by IIT Company will be communicated as soon as possible.
- All prices are inclusive of packaging costs, excluding VAT * and costs of transport, shipping and legal contributions unless otherwise stated. Per order, depending on the method of payment, one of the contributions mentioned on the websites will be charged in the shipping costs.

Price changes as defined in this article, to which IIT Company is entitled at all times, shall be communicated to the customer as soon as possible. Failure to receive a notice of price change may not be the right to delivery against previously IIT Company prices indicated.

4. Delivery and transport

- IIT Company determines the mode of transport and the carrier. If the customer has special transport requirements, the additional costs will be charged. All orders are delivered on the pick-up point or street address specified by the customer.
- The ordered item is at the buyer's risk of delivery, even if the property has not yet passed to the customer.
- When a IIT Company Delivered items that are not ordered by the customer, the customer must immediately IIT Company To report. The customer can then return the wrongly delivered items according to the IIT Company procedure to be shared with the customer, IIT Company will send any missing articles.

5. Duration and end of contract

The agreement shall commence and end on the dates specified in the written confirmation. The agreement may be terminated in the interim without any notice or notice of default or judicial intervention required by registered letter by IIT Company if:

The client does not comply with the obligations arising out of these general terms and/or the further agreement.

The client has intentionally misrepresented a business.

The client is deceased or loses its legal personality.

The client requests moratorium of payment, is in a state of bankruptcy, or returns as referred to in article 1 of the Bankruptcy Act, or a debt restructuring scheme as referred to in article 284 e.v. of the Bankruptcy Act has been declared applicable.

The client's assets are confiscated, or the client is otherwise deemed to be unable to fulfil the obligations arising out of the agreement.

6. Retention of title and pledge

The property of the delivered goods is expressly reserved by IIT Company until full payment, including the reimbursement of all costs and interest, also of previous and subsequent deliveries and services provided, as well as damages claims due to failure in the fulfilment, has taken place. The client is not free to dispose of the goods before, to rent, to give in use or to transfer, to pledge or to move outside of his company, without the written permission of IIT company. Objections. The client undertakes to make the goods available to IIT company at the first request of IIT company and has already granted irrevocable authorisation to IIT company or to the persons to be designate by IIT company, the place where the goods are located , in order to take the goods with you. IIT Company shall, in accordance with the provisions of point 1, provide the principal with the property of the said goods at the time

the client has fulfilled all his obligations, but subject to lien of IIT company for the benefit of other claims that IIT Company has on the client. At IIT Company's first request, the client will cooperate with the actions required in that framework. Goods or parts thereof, which are replaced by a repair order or warranty, shall be or remain the property of IIT company to the full satisfaction of all that IIT company of the client has taken place.

7. Execution of the work and guarantee

IIT Company will carry out the assignment well and carefully, promotes the interests of the client to best knowledge and can and carries out its activities to the best of our knowledge and can and in compliance with the requirements laid down by law. IIT Company is in favour of the soundness of the work to be performed by it and/or the goods to be delivered by it. IIT Company is not obliged to guarantee that extends beyond the warranty provided by the manufacturer of the goods delivered by IIT company and/or the material used by IIT company in the work. No warranty is granted with respect to software provided. A three-month warranty is granted on a repair performed. If the client has instructed IIT company to repair, the faults, defects or imperfections shown by the client within the warranty period and to IIT Company shall be reproached, as far as is covered by the terms of this article Warranty provided-on behalf of IIT Company as soon as possible repaired, replaced, or taken back against credit. In the form of combined products and components, or on consumables (drums, toners and ribbons, etc.), IIT Company provides warranty, unless expressly stated in writing. The client shall supply the goods to be replaced or repaired at their own expense and risk at the address to be given by IIT Company.

The client cannot rely on the warranty provisions:

- If the client has neglected the business.
- If the client has made changes to the goods or has had them affixed including falling repairs that have not been carried out by or on behalf of IIT Company.
- In case of improper or careless use, wrong connection, incorrect mains voltage, lightning strike, damage from moisture or other causes or calamities.
- If the apparatus has not been maintained on the usual or in the instructions for use.
- If the device is used with inappropriate or incorrect accessories. Or if the client has handled the goods in another way negligent.

IIT Company reserves the right to engage third parties in the execution of the agreement if it deems it necessary or desirable. In the case of unjustified reclamation of the guarantee, the research costs will be recovered from the customer.

8. Payment, interest and costs

The client must pay the total amount of the invoice within 14 days, unless another payment period is agreed. The client is not entitled to settle any outstanding invoices with any claim whatsoever. No refund shall be granted on interim termination of the Agreement in accordance with article 4 (2). Any periods of the agreed price that have not yet been paid shall be immediately payable and payable upon termination in accordance with article 4 (2).

If the invoice amount has not been paid on the date specified in paragraph 1, the client is legally in default and the client shall be subject to a written notice of the debt, increased by interest a 1.5% per month from the date on which the amount shall be payable within 10 days of the date of the reminder. All judicial and extrajudicial costs incurred by IIT company and/or by IIT Company or the bailiff in connection with the collection of overdue payments and the relevant Interest shall be borne by the client. The extrajudicial costs amount to at least 15% of the total sum payable by the client with a minimum of 75,-euro. In the case of failure to pay, IIT Company will issue the claim.

9. Advertisements

Advertisements in general and complaints about invoices should be made within eight days of receipt of the goods or invoices, or within eight days after any defect of the goods has been discovered or should have been discovered, in writing and with a decent description of the complaint to IIT Company. After the expiration of this period, IIT Company is deemed to have fulfilled its obligations correctly and it is assumed that the client recognises the goods or invoices as correct. Advertisements shall never entitle the client to suspend his payments. If an advertisement is found to be founded by IIT Company, IIT Company has the right to choose:

- Revise the invoice and change the invoice amount accordingly;
- To replace the delivered goods with a case with the same specifications or to repair where the goods or parts replaced are issued to IIT Company;
- To take back the delivered goods and to dissolve the agreement, under the restitution of the invoice amount paid by the client without being held to any compensation.

Any return of goods to or from the client shall be at the expense and risk of the client. IIT Company accepts returned goods only if and insofar as it agrees with this return in advance in writing, and only when these cases are delivered to the address provided by IIT Company in the original packaging and in the state in which IIT Company delivered these matters to the client. Software whose packaging is open cannot be returned or offered for Exchange or credit.

If the principal has not received the issued case within three months of the date of issue, against payment of the amount due for examination or repair, it shall be deemed to have waived the case provided for repair at for the benefit of IIT Company. The client will indemnify as dan IIT Company for all claims of third parties relating to this case.

10. Force majeure and cancellation

Force majeure means any circumstance in which parties were unable to take account of the agreement at the time of entering into the contract and as a result of which the normal performance of the agreement cannot reasonably be required, due to causes outside the debt or risk sphere of one of the parties, such as war, danger of war, (natural) disasters, or

not timely delivery of goods and services by third parties, strikes, blockages, business disruption (e.g. by fire, loss of data, accident, epidemics, etc.)

During force majeure, the obligations of the parties are suspended. If the period during which the obligations of the parties are not possible by force majeure exceeds three months, both parties are entitled to dissolve the agreement. In no event shall IIT Company be obliged to compensate for damages suffered by the client in the event of force majeure.

If the agreement has been terminated in the event of force majeure by IIT Company, the client shall owe such part of the agreed remuneration if it matches the state of the work carried out. If the client still wishes to cancel all or part of his order, this requires the express written permission of IIT Company. Then the client is obliged to carry out all costs of preparation, material, labour costs, for the execution by IIT Company already made etc. To compensate, with compensation of 10% of the agreed price.

11. Liability

IIT Company accepts only liability for direct damage suffered by the client resulting from an attributable shortcoming in the performance of the contract or tort, if and insofar as such liability is Insurance is covered, up to the amount of the benefit paid by the insurer.

If the insurer does not benefit, or the direct damage is not covered by the insurance, the liability is limited to not more than the amount involved in the contract.

The restrictions contained in this article shall not apply if direct damage is a result of intentional or gross negligence on the part of IIT Company or its managerial employees and/or caused by death or bodily injury.

IIT Company is never liable for indirect damages, including consequential damages, lost profits, missed savings or damage caused by company stagnation.

Before IIT Company is held liable, the client is obliged to allow IIT company to recover any error made in the execution of the agreement within a reasonable period for its own account.

12. Secrecy

IIT Company and the client are obliged to maintain the confidentiality of all confidential information they have obtained from each other or from other sources under their agreement. Information shall be deemed confidential if it has been communicated by IIT Company or the client as such in writing or if this is from the nature of the information results.

13. Applicable law

On all offers and/or quotations made by IIT company or deliveries, however also called, as well as on all agreements concluded with IIT company, European applicable law.



14. IIT Company Online Store/webshop

These and any additional terms and conditions shall apply to all contracts conducted via the IIT Company webshop, the client must agree to these terms and conditions and any additional terms and conditions before the originator's order can pass.