euromex
microscopes holland

GENERAL TERMS AND CONDITIONS

EUROMEX MICROSCOPEN B.V.

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Article 1 - Definitions and applicability of general terms and conditions

1. For the purposes of these general terms and conditions, the following definitions apply:
   - **Euromex Microscopen b.v.**: a private company under Dutch law Euromex Microscopen b.v., Chamber of Commerce number 09032574, VAT number NL 00 591 99 88 B 01, located at Papenkamp 20, 6836 BD Arnhem, The Netherlands (hereafter 'Euromex Microscopen');
   - **Contract party**: any legal entity or natural person, acting in professional practice or business;
   - **Customer**: every contracting party that is in a contractual relationship with Euromex Microscopen under a purchase agreement concluded with Euromex Microscopen, as well as any contracting party that wishes to enter into a different type of agreement with Euromex Microscopen.
2. These general terms and conditions apply to all quotations, offers, agreements and all resulting obligations with a customer made by Euromex Microscopen. Insofar as the customer (also) orders other products or services to which special general terms and conditions apply, these will also be declared applicable to the agreement between the customer and Euromex Microscopen.
3. These general conditions do not apply to offers to and agreements with natural persons who do not act in professional practice or business.
4. Deviations from these general terms and conditions are only valid if explicitly agreed in writing by Euromex Microscopen and the customer and only apply to the specific agreement to which the deviations relate.
5. If the customer declares his own general terms and conditions to an agreement with Euromex Microscopen or refers to them, these general terms and conditions will not be accepted by Euromex Microscopen and the general terms and conditions of Euromex Microscopen will prevail, unless expressly agreed otherwise at an earlier stage.
6. The general conditions are communicated to the customer in advance and can always be consulted via the website and can also be downloaded there as a PDF file. The general terms and conditions will be sent free of charge on request.
7. All provisions stipulated in these general terms and conditions and in any further agreements for Euromex Microscopen are also stipulated for intermediaries and other third parties engaged by Euromex Microscopen.

Article 2 - Quotations / offers

1. All quotations / offers of Euromex Microscopen are without engagement and can always be revoked at any time, even if they contain a term for acceptance. Quotations / offers can be canceled in writing by Euromex Microscopen within seven calendar days after receipt of acceptance, in which case no agreement has been concluded between the parties.
2. Quotations / offers can only be accepted in writing (including an acceptance by fax or electronically). Euromex Microscopen is nevertheless entitled to accept an oral acceptance as if it had been made in writing.
3. In the case of quotations / offers of articles to be manufactured specially or tailor-made for the customer, Euromex Microscopen reserves the right to increase or decrease the quantities ordered by the customer by a maximum margin of 10% at delivery, and also to pass this on directly if this is necessary for production-technical reasons.
4. What is stated above under paragraphs 1 up to 3 also applies to additional work to be calculated by Euromex Microscopen, including performing installation work outside normal working hours and making additional provisions. Less work must be agreed in writing in all cases.
5. Information contained in advertising material in the broadest sense of the word, such as catalogs, price lists, brochures, websites of third parties, etc., shall never be binding on Euromex Microscopen.
6. Notwithstanding the provisions of article 3 and unless otherwise express and written agreements, statements of sizes, weights and other data are as reliable estimates as possible.

Article 3 - Prices

1. All prices used by Euromex Microscopen are based on the price-determining factors known at the time of the quotation / offer.
2. Unless explicitly agreed otherwise in writing, the prices indicated by Euromex Microscopen are always exclusive of VAT and exclusive of shipping, postage and packing costs.
3. Euromex Microscopen is entitled to adjust the prices or parts thereof for not yet delivered and / or unpaid goods or services to any changes in price-determining factors, such as raw material prices, wages, taxes, production costs, currency exchange rates and such.
4. Euromex Microscopen is always authorized to adjust the prices without delay if a statutory price-determining factor gives cause for this.
5. The minimum order amount is EUR 50,00 excluding VAT.

Article 4 - Payment

1. Euromex Microscopen is at all times entitled to require certainty from the customer for the correct and timely fulfillment of its payment obligations.
2. If delivery takes place in parts, each part can be invoiced separately by Euromex Microscopen, unless otherwise agreed in writing with relevant customer.
3. Euromex Microscopen is also entitled to charge the costs of agreed additional work as referred to in Article 2 of these General Terms and Conditions and to issue invoices for this.
4. The payment condition is net a cash within thirty (30) days after invoice date unless otherwise agreed.
5. If customer does not pay within the agreed payment term, customer is legally in default and is due - without the need for a notice of default - an interest of 1% per (part of a) month from the invoice date on the outstanding amount with a minimum of € 50, - without prejudice to the rights vested in Euromex Microscopen.
6. In the event of payment default, all judicial costs, as well as the extrajudicial collection costs incurred by Euromex Microscopen in order to effect fulfillment of the customer's obligation, will be borne by the customer. The extrajudicial collection costs amount to 15% of the amount due by the other party including the aforementioned interest with a minimum of € 250.
7. In case of payment default, Euromex Microscopen is entitled to suspend or terminate the performance of the agreement and all related agreements.
8. All payments must be made to a bank account number to be designated by Euromex Microscopen in The Netherlands.
9. Payments made by the customer always serve to settle all interest and costs owed and then the due and payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.
10. Settlement by the customer is not permitted, unless Euromex Microscopen has fully and unconditionally acknowledged the counterclaim in writing.

11. Making payments from the customer to Euromex Microscopen electronically, including via Internet and by means of credit cards, is at the risk of the customer. Euromex Microscopen is not liable for damage of the customer related or the result of payments by electronic means, via Internet or by means of credit cards. The provision of credit card data by the customer to Euromex Microscopen via Internet or otherwise is at the customer's own risk.
12. Euromex Microscopen reserves the right to use a down payment of 50 to 100% with newly registered companies.

Article 5 - Delivery

1. As the place of delivery is in all cases - unless otherwise stated in writing - the actual or customer's place of business indicated by the customer when ordering, or his branch with which was contracted.
2. The specification of delivery periods in quotations / offers, confirmations and / or contracts will be made to the best of our knowledge and these will be taken into account as much as possible, but they can never be regarded as a deadline.

Article 6 - Guarantees customer

1. Customer undertakes to enable Euromex Microscopen to be able to perform the delivery.
2. Customer guarantees at his own expense and risk that:
   a. Euromex Microscopen is provided with the cooperation necessary for performance;
   b. the ordered items or services are taken;
   c. the delivery can take place under normal working conditions during normal working hours from 08.00-16.30 hours;
3. If the ordered items or services to the customer have been offered for delivery, but delivery has not been possible on the grounds that the customer has failed to fulfill one of the obligations referred to in paragraphs 1 and 2 of this article, acceptance shall be deemed to have been refused.
   From this moment on the customer is legally in default without further notice of default being required by Euromex Microscopen. The day on which refusal of acceptance takes place is deemed to be the delivery date of the ordered items or services. The goods are also from this moment on at the risk of the customer, in accordance with article 8.
4. Without prejudice to the obligation to pay, customer is obliged in the case referred to in paragraph 3 to compensate damage suffered by Euromex Microscopen as a result of the refusal; including the costs of storage and transport, the latter costs being related to the customary rates on the spot.

Article 7 - Sight shipments

1. The term 'Sight shipment' is understood to mean placing goods on sight, with the sole purpose of visualizing the case in which the customer is interested. Sight shipments are only carried out after prior approval and written confirmation by Euromex Microscopen.
2. The sight shipment will be invoiced to the customer, with understanding that crediting takes place if the customer indicates, within ten days after delivery of the sight shipment, in writing that he does not want to keep the sight shipment and after the sight shipment has been returned to Euromex Microscopen in original packaging in good condition and free of charge. After expiry of the approval period, the purchase agreement becomes a fact, unless the goods have been returned in the meantime to Euromex Microscopen in the manner described above. Damaged and / or lost sight shipments are not credited.

Article 8 - Risk transfer

1. Regardless of what has been agreed between Euromex Microscopen and the customer regarding costs of transport and insurance, the items remain at the risk of Euromex Microscopen, until they are in the actual disposal power of the customer or of the third party (s) engaged by the customer, proceeded by signing consignment notes, checklists and / or packing lists or by actual delivery.
2. As soon as the goods have been transferred to the actual disposal power of the customer or the third party (parties) engaged by the customer in accordance with the provisions of paragraph 1, the customer is obliged to insure these items adequately against theft, damage, destruction and such.

Article 9 - Retention of title

1. The ownership of the goods delivered by Euromex Microscopen to the customer will only be transferred to the customer if the latter has fulfilled all that Euromex Microscopen may have or should claim under the terms of all sales agreements with the customer and the services or work performed in that context.
2. Customer is entitled, notwithstanding the provisions of paragraph 1, to use the items that he has received from Euromex Microscopen in the context of his normal business operations.
3. Customer shall never be entitled to encumber, pledge, transfer and / or lend on loan and / or hand over any goods delivered subject to retention of title in any way. Nor is the customer entitled to make any changes to the product.

Article 10 - Guarantee

1. On all technical devices - with the exception of fuses and (spare) bulbs - Euromex Microscopen gives a 2 (two) full year guarantee. No guarantee is given for discoloration or deviations of a minor nature, which are technically unavoidable and are generally accepted according to use. For other articles Euromex Microscopen will deliver a performance that complies with the agreement and Euromex Microscopen guarantees the quality requirements in all fairness, taking into account the nature of the performance. Inadequate fulfillment on the part of Euromex Microscopen does not include minor deviations that are customary in trade or technically unavoidable deviations and differences in quality, number, color or finish.
2. All optical and mechanical parts of the product series below have an extended warranty as follows:

Product series	Warranty
Achios-X Observer series, Achios-X inverso series, BioBlue(-Lab) series, BlueScope series, bScope series, Delphi-X Observer series, Delphi-X Inverso series, DZ series, iScope series, NexiusZoom series, Oxion series, Oxion Inverso series, UltraZoom series, ZE series	10 years
AP series, BE series, P series, EcoBlue series, MicroBlue series, StereoBlue series, EduBlue series	5 years
MacroZoom and cameras (stand-alone and built-in)	2 years
Electrical parts (including LED)	2 years
Fuses and (spare) bulbs	no warranty

4. If a product within the warranty period does not function or no longer functions properly, the customer must report this as soon as possible in writing to Euromex Microscopen. To return the product itself, the customer must await the return instructions from Euromex Microscopen.
5. Any defect in a product that has arisen in a normal and judicious use according to the destination of the products will be repaired free of charge by Euromex Microscopen at the written request of the customer within the warranty period, or the article will be replaced free of charge, such at the choice of Euromex Microscopen. If the customer requests replacement on justified grounds, Euromex Microscopen of its choice is also entitled to opt for a refund of the purchase price.
6. Under the same conditions, Euromex Microscopen grants a 3 (three) month guarantee on repair work. In this case, the transport costs are borne by Euromex Microscopen; however, the customer must carefully comply with the shipping regulations.
7. The guarantee granted will expire in the event of normal wear and tear, or if the damage or the defect is apparently the result of:
   - negligent maintenance, intent or gross negligence;
   - improper use, or use for other than normal use;
   - (over)heating by heating sources, exposure of products to humidity, extreme heat, cold or drought;
   - (attempts to) repairs carried out by the customer himself or by third parties, or if the customer does not give Euromex Microscopen sufficient opportunity to remedy the complaint in a timely manner;
   - outside calamity (such as fire, flood, water damage, lightning, natural disasters, etc.);
   - not or not correctly observing the instructions for use;
   - if the customer fails to meet his obligations.
8. Insofar as the manufacturer or importer makes further exclusions in the manufacturer's warranty, these limitations are taken over by Euromex Microscopen.
9. Euromex Microscopen is not liable for damage suffered by the customer or a third party through the use of a product supplied by Euromex Microscopen, unless the customer demonstrates that the damage was caused directly by intent or gross negligence of Euromex Microscopen.
10. (In)direct costs or damage to the customer or a third party, caused by the (temporary) out of use of a defective product, are not eligible for reimbursement, unless the customer demonstrates that the costs or damage are caused by intent or gross negligence of Euromex Microscopen.
11. If compensation has to be paid on the grounds of previous articles, in case of property damage it will be limited to € 50,000 per event and in case of personal injury up to € 500,000 per event (per person limited to € 250,000).
12. Even after the warranty period, products supplied by Euromex Microscopen can be offered for repair. In that case, a specification of the costs will be provided to the customer in advance. If the customer decides not to have the article repaired, the costs of the specifications will be for his account.

Article 11 - Complaints

1. Customer must investigate at or immediately after delivery whether the goods delivered or the services rendered comply with the agreement.
2. Customer cannot invoke the fact that goods delivered or services provided do not comply with the agreement if he neglects this investigation or has not notified Euromex Microscopen in writing within the period of the defects stated below.
3. Visible defects must be reported to Euromex Microscopen in writing within five working days after the delivery or after the performance of the relevant services.
4. Hidden defects must be reported in writing immediately after the customer has discovered them, but no later than three months after delivery of the items or performance of service.
5. Complaints may only be returned to Euromex Microscopen with the explicit prior permission of Euromex Microscopen, with the exception of sight shipments as referred to in Article 7. Return shipments must be provided with the original packaging. Returns must be carriage paid for in all cases. Euromex Microscopen reserves the right to require such items to be sent to an address provided by it.
6. In the event that according to Euromex Microscopen the complaint is legitimate and properly submitted, Euromex Microscopen is obliged, at its discretion, taking into account the interests of the customer and the nature of the complaint, either:
   - replacement / exchange of the goods delivered or services provided or;
   - granting a price discount.
7. The right of complaint lapses if the item delivered is no longer in the same condition as it was delivered.
8. Complaints about invoices must be submitted in writing within five working days after the date of dispatch of the invoices.

Article 12 - Liability

1. If one of the Parties fails to comply with one or more of its obligation(s) of the agreement, the other Party shall give notice of default to it, unless fulfillment of the obligation(s) in question is already permanently impossible, in which the negligent Party is in default immediately. The notice of default will be given in writing, whereby the negligent Party will be given a reasonable period to still fulfill its obligations. This term has the character of a fatal term. The liability of Euromex Microscopen towards the customer for direct damage in the event of non-performance, late or improper performance is limited to the net invoice value of the relevant items or services, however, this up to a maximum of € 50,000.
2. The restriction referred to in paragraph 1 also applies also if Euromex Microscopen is held liable by the customer for any reason other than the agreement concluded between them.
3. Direct damage is exclusively understood to mean:
   a. the reasonable costs that a party would have to incur in order for a performance of the other party to comply with the contract. However, this damage will not be compensated if that other party has terminated the agreement;
   b. reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to direct damage within the meaning of these General Terms and Conditions; reasonable costs incurred to prevent or limit damage in so far as the damage sustaining party demonstrates that these costs have led to limitation of direct damage within the meaning of these conditions.
4. Euromex Microscopen is never liable for indirect damage, including consequential damage, loss of profit, lost savings, damage due to business stagnation and all damage that is not covered by direct damage within the meaning of these General Terms and Conditions.
5. The limitation of liability does not apply if there is intent or gross negligence of directors and managers of Euromex Microscopen.

6. Euromex Microscopen is never liable for the materials made available by the customer to Euromex Microscopen in connection with the agreement. Customer is obliged to take out adequate insurance with regard to these materials.
7. Without prejudice to the above, Euromex Microscopen is not liable if the damage is due to intent and / or gross negligence and / or culpable actions or injudicious or improper use of the delivered goods by the customer.

Article 13 - Software and data storage

1. When purchasing a software product, the customer will receive a data carrier (CD-ROM, etc.), the accompanying documentation (if available), as well as a user license in accordance with the license conditions of the manufacturer.
2. Customer automatically agrees with the relevant license conditions by the first use of the software. The intellectual property of the product remains with the licensor. All rights to product designations, brands, logos etc. mentioned and used by Euromex Microscopen belong to the respective holders of these rights. When using the products, customer must respect all rights of third parties.
3. Installation of new software as well as changing already installed software involve the risk of data loss. Customer must take measures to prevent data loss. Euromex Microscopen is not liable for damage resulting from the installation of new software.
4. Euromex Microscopen is in no way liable for the loss of data on storage media purchased from Euromex Microscopen, except in case of intention or gross negligence on the part of Euromex Microscopen.

Article 14 - Indemnity

1. Customer indemnifies Euromex Microscopen to the extent permitted by law, in respect of liability towards one or more third parties, which arises from and / or is connected with the execution of the agreement, regardless whether the damage is caused or inflicted by Euromex Microscopen or by its auxiliary staff, auxiliary or delivered goods or services. In addition, customer indemnifies Euromex Microscopen, insofar as the law allows, for all claims of third parties in connection with any infringement of intellectual property rights of these third parties.
2. Customer shall ensure adequate insurance in respect of the above-mentioned risks.
3. Customer is always obliged to do everything in his power to limit the damage.

Article 15 - Force majeure and unforeseen circumstances

1. If fulfillment on the part of Euromex Microscopen or purchase by customer is delayed for longer than one month due to force majeure, each party is entitled to dissolve the agreement in accordance with the law, with the exclusion of further rights. What has already been paid or performed under the agreement will then be settled pro rata between the parties.
2. Force majeure of Euromex Microscopen means in any case:
   - the circumstance that Euromex Microscopen does not, not timely, or not properly receive a service (including a performance from the customer) that is important in connection with the performance to be delivered;
   - strikes;
   - disruptions in traffic;
   - government measures that prevent Euromex Microscopen from fulfilling its obligations on time or in a proper manner;
   - riots, rebellion, war;
   - extreme weather conditions;
   - fire;
   - import, export and / or transit bans;
3. In the event of unforeseen circumstances that are of such a nature that the customer may not expect fulfillment of Euromex Microscopen in all reasonableness and fairness, the court may, at the request of one of the parties, dissolve the agreement in whole or in part.

Article 16 - Right of retention

Euromex Microscopen is authorized to retain all customer's goods that Euromex Microscopen has in its possession until customer has met all its obligations towards Euromex Microscopen, with which the relevant items are directly or sufficiently coherent. In case items under this right become out of control of Euromex Microscopen, Euromex Microscopen is entitled to claim these items as if it was the owner itself.

Article 17 - Dissolution

1. In the cases described below and to the extent given below, each party has the right to terminate the agreement in full or in part with immediate effect without further notice of default and judicial intervention:
   - if the other party has applied for or obtained a suspension of payments or the other party has been declared bankrupt;
   - when the other party's company is liquidated voluntarily or involuntarily;
   - when the enterprise of the counterpart merges or is taken over;
   - when a substantial part of the assets of the other party are seized;
   - when other circumstances arise in which the continuation of the agreement cannot reasonably be required.
2. Each of the parties is entitled to dissolve the agreement, only if the other party, after a proper and as detailed as possible written notice of default with a proposal for a reasonable period of time for purification of the shortcoming, is attributably inadequate in the fulfillment of essential obligations pursuant to the agreement and provided that this shortcoming justifies the dissolution.
3. If the agreement is dissolved, the claims of Euromex Microscopen on the customer are immediately claimable. If Euromex Microscopen suspends fulfillment of the obligations, it retains its rights under the law and agreement.
4. Euromex Microscopen always reserves the right to claim compensation.

Article 18 - Industrial and intellectual property

1. Euromex Microscopen guarantees that the goods delivered by it as such do not infringe Dutch patent rights, design rights or other rights of industrial or intellectual property of third parties.
2. If Euromex Microscopen nevertheless has to recognize or if a Dutch judge in a litigation decides in a decision that can no longer be challenged, that any matter supplied by Euromex Microscopen infringes the rights of third parties as referred to, Euromex Microscopen at its discretion, after consultation with the customer, replaces the relevant item by an item that does not infringe the right in question or acquires a license fee in this matter, or takes back the relevant item against reimbursement of the price paid for, less normal value depreciation, without being held to further compensation.
3. However, customer loses the right to the performances referred to in paragraph 2, if he has not informed Euromex Microscopen as timely and fully about claims of third parties as referred to above in this article, as a result of which Euromex Microscopen has not been able to properly defend its rights in this matter.

Article 19 - Transfer

Customer is not permitted to transfer rights and obligations arising from the agreement to third parties without written permission from Euromex Microscopen.

Article 20 - Privacy

1. Euromex Microscopen handles all personal data that is provided to in accordance with the applicable legislation, in particular the Personal Data Protection Act.
2. All data provided by customer will only be used by Euromex Microscopen if this is necessary for the conclusion and fulfillment of the agreement (including the other provisions, including these General Terms and Conditions), as well as for the operation of Euromex Microscopen. Data is only provided to third parties if this is necessary for aforementioned purposes.

Article 21 - Changes / additions

1. Changes in these general conditions or additions to this are only valid insofar as these have been agreed in writing by both parties.
2. In the event of invalidity of one or more provisions in these general terms and conditions, the other provisions will remain in full force.
3. Parties will consult on the invalid provisions in order to make a replacement valid arrangement, so that the scope of the agreement is retained.

Article 22 - Right of withdrawal

1. When customer has completed an order, there is an agreement with payment obligation. According to new European legislation customer may revoke this contract within 14 days without giving any reason. That is called right of withdrawal. This period starts on the day customer receives the order or (with a staggered delivery) on the day that the last product of customer order has been delivered.
2. To appeal to the right of withdrawal, customer must inform Euromex Microscopen, within the withdrawal period of 14 days, that customer wants to cancel the contract. According to the same European legislation, Euromex Microscopen should give customer the opportunity to announce the revocation via the withdrawal form. However, it is not mandatory (and not necessary) to make use of this. Customer can quickly and easily register the return shipment with Euromex Microscopen, after requesting for RMA.
3. As soon as customer indicates to return the item, with or without withdrawal form, customer will receive back the purchase price (the customer is responsible for the shipping costs associated with sending the product to Euromex Microscopen) within 14 days. Customer must return the order before this 14-day period has expired. Save the return ticket, because customer must be able to prove to have returned the order. Euromex Microscopen will refund as soon as possible for return shipments.
4. If customer cancels immediately after ordering there is no need to do anything else. When the order is already on the way, customer has to refuse it at the door. If customer already has the package at received, it can be returned to Euromex Microscopen.
5. Euromex Microscopen can charge customer for any damage or an unpaid shipment. If there is unnecessary damage to the product, Euromex Microscopen will charge this depreciation.

Article 23 - Disputes and applicable law

1. All disputes - including those disputes that are only considered as such by one party - which may exist between Euromex Microscopen and customer following a contract or other agreement concluded by Euromex Microscopen with the buyer - are subject to the power of the parties to a decision of the President of the District Court, to inducing the judge in summary proceedings, are subject to the judgment of the ordinary judge at the location or the district of Euromex Microscopen.
2. For claims by Euromex Microscopen, however, the Subdistrict Court Judge of the place of business or the district of the customer is also competent.
3. If one of the parties considers a dispute to be present and wants to bring it to court, it will have to inform the other party in writing with a description of the dispute.
4. The agreements to be concluded by Euromex Microscopen with the application of these General Terms and Conditions are always govern Dutch law. The Uniform Law on the International Sale of Goods and the Formation of International Sales Contracts.