

Article 1 Definitions

1. De Wit Elektronika is a general partnership ("VOF") whose purpose is to offer voltage products including (mains) voltage converters, (mains) voltage inverters, power supplies, DC/DC converters, emergency lighting systems and UPS systems, as well as to design and produce systems for voltage and battery monitoring.
2. In these General Terms and Conditions, "Client" is understood to mean: the legal entity or the partnership of legal entities or the intermediary or representative acting on their behalf who uses the Services of De Wit Elektronika and who assigns De Wit Elektronika to provide Services as referred to in paragraph 4.
3. In these General Terms and Conditions, "Agreement" is understood to mean: the legal relationship between De Wit Elektronika and the Client, in the broadest sense.
4. In these General Terms and Conditions, "Services" are understood to mean: all products and services provided by De Wit Elektronika and/or third parties engaged by it to the Client, as well as all other activities performed by De Wit Elektronika for the Client, of whatever nature, within the framework of an assignment, including activities performed other than at the Client's explicit request.
5. In these General Terms and Conditions, "Website" is understood to mean: the Website www.dwe-oss.nl .

Article 2 Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all Agreements concluded between the Client and De Wit Elektronika under which De Wit Elektronika offers Services or delivers Products.
2. Any stipulations varying from the General Terms and Conditions are only valid if they have been expressly agreed with De Wit Elektronika in writing.
3. The applicability of any of the Client's purchasing or other conditions is specifically excluded, unless explicitly agreed otherwise in writing.
4. The General Terms and Conditions also apply to additional or altered assignments from the Client.

Article 3 The Agreement

1. All offers on the Website are subject to contract, unless explicitly indicated otherwise.
2. The Client may contact De Wit Elektronika via the Website, by email or telephone in relation to any of the Services offered. De Wit Elektronika will consult the Client about their expectations and may subsequently draw up a quotation that will be sent by post or by e-mail. The Agreement will not be concluded until the quotation has been signed or an assignment confirmation is given.
3. The Client may also place orders for various standard products on the Website. In that case, the Agreement is concluded by placing an order.

4. If De Wit Elektronika sends the Client a confirmation, that will be decisive for the content and interpretation of the Agreement, subject to apparent errors in writing. De Wit Elektronika cannot be held to its offer if the Client should reasonably understand that the offer or part thereof contains an apparent mistake or error in writing.
5. If the Client makes notes or reacts to De Wit Elektronika's quotation, these are not part of the Agreement, unless De Wit Elektronika confirms them in writing.
6. An assignment from the Client that was not preceded by a written quotation requires written acceptance by De Wit Elektronika.

Article 4 Performance of the Agreement

1. De Wit Elektronika will make every effort to provide the Services to the best of its understanding and ability and in accordance with the requirements of good professional practice and with the agreements set out in writing.
2. De Wit Elektronika offers both standard products and customised products. Standard products include DC/DC converters, voltage converters and voltage inverters. Customised products, including emergency lighting systems, will be designed and produced by De Wit Elektronika in consultation with the Client. De Wit Elektronika provides the Client with quotes based on the agreed design of the customised product.
3. De Wit Elektronika has the right to have certain work performed by third parties.
4. When engaging third parties, De Wit Elektronika will exercise due care and consult the Client about selection of these third parties, in so far as this is reasonably possible and customary in the relationship with the Client. The costs of engaging these third parties will be borne by the Client, and will be charged on to the Client by De Wit Elektronika.
5. The Client will ensure that all information that De Wit Elektronika indicates is necessary or that the Client should reasonably understand is necessary for the performance of the Agreement is provided to De Wit Elektronika in a timely fashion. If the information necessary for the performance of the Agreement is not provided to De Wit Elektronika on time, De Wit Elektronika has the right to suspend performance of the Agreement and to charge the additional costs arising from the delay to the Client at the then customary rates.
6. The Client ensures that De Wit Elektronika can provide its Services properly and in time. If the Client does not comply with agreements in this respect, they are bound to pay any ensuing damage.
7. If a term has been agreed on or indicated for the performance of Services, this will never be a final deadline. The Client needs to give De Wit Elektronika notice of default in writing if any term is exceeded, giving De Wit Elektronika a reasonable period in which to remedy this and perform the Agreement.

Article 5 Amendment of the Agreement

1. If, during the execution of the Agreement, it appears that for a proper execution it is necessary to alter or amend it, De Wit Elektronika and the Client will amend the Agreement in consultation with each other and in a timely fashion.
2. If the Agreement is amended, including an addition, this constitutes an additional assignment. A separate agreement will be made beforehand about the fee for this additional assignment. Without an additional quotation, the additional Services will be paid at the agreed rate in accordance with the original terms and conditions.
3. The failure to execute or immediately execute the amended Agreement does not constitute a breach of contract by De Wit Elektronika and is not a valid reason for the Client to terminate or cancel the Agreement.
4. Amendments to the Agreement originally concluded between De Wit Elektronika and the Client will not apply until the changes have been accepted by both parties by means of a supplementary or amended Agreement. This amendment must be made in writing.

Article 6 Suspension, dissolution and early termination of the Agreement

1. De Wit Elektronika is authorised to suspend the fulfilment of the obligations or to terminate the Agreement if the Client fails to comply with the obligations from the Agreement properly, in full and on time, or if De Wit Elektronika has good reason to fear that the Client will fail in these obligations.
2. Furthermore, De Wit Elektronika is authorised to dissolve the Agreement in case of circumstances of such nature that performance of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be required.
3. If the Client does not comply with the obligations arising from the Agreement and this non-compliance justifies termination, De Wit Elektronika will be authorised to terminate the Agreement with immediate effect without any obligation on its part to pay any compensation or indemnification, whereas the Client, on account of breach of contract, will be obliged to compensation or indemnification.

Article 7 Cancellation

Agreements related to (orders placed for) a standard product can be cancelled within 3 days after receipt of the product in its original condition.

Agreements related to (orders placed for) a customised product cannot be cancelled.

Article 8 Costs, fee and payment

1. All amounts stated in the quotation are in euros and exclusive of VAT, unless stated otherwise.
2. De Wit Elektronika is entitled to correct apparent typographical errors in the quotation.
3. Interim price changes will be passed on to the Client.

4. Payment is made by means of invoicing or a bank transfer, for which the Client can use, among others, iDeal. De Wit Elektronika reserves the right to offer various other means of payment, including PayPal and Visa.
5. Unless agreed otherwise, invoices are sent in retrospect. Invoices are sent by email.
6. De Wit Elektronika reserves the right to send pro forma invoices before sending the actual invoices.
7. Other payments must be made by means of a bank transfer, within 30 days after invoicing and in the currency stated on the invoice, unless a different term has been agreed.
8. The Client is obliged to inform De Wit Elektronika of any inaccuracies in the stated of provided payment details immediately.
9. If an order for a product that is in stock is paid in advance, this product will be reserved for the customer for a period of two weeks. If De Wit Elektronika does not receive the payment within two weeks (14 days), De Wit Elektronika reserves the right to deliver the reserved product to another Client.
10. If the Client fails to pay an invoice on time, the Client is in default by operation of law, without any further notice of default being required. In that event, the Client will owe the statutory interest rate. The interest on the amount due will be calculated from the moment that the Client is in default until the moment of payment in full of the outstanding amount.
11. If De Wit Elektronika decides to collect a claim for non-payment of one or more unpaid invoices by legal means, the Client will, in addition to the principal sum due and the interest referred to in article 8.10, also be bound to pay any court costs and extrajudicial costs reasonably incurred. The reimbursement of judicial and extrajudicial costs incurred will be determined in accordance with the then applicable Decision that pertains to the reimbursement of extrajudicial collection costs.

Article 9 Delivery

1. As stated in Article 4, paragraph 2, standard products that are in stock will be delivered within 2 working days. The products will be sent within 1 working day after receipt of payment.
2. If the standard products are not in stock, the customer will receive an order confirmation stating the date of delivery (week number).
3. Delivery of customised products varies per product. De Wit Elektronika will give the Client a minimum term and a maximum term within which the customised product will be delivered. De Wit Elektronika will try to deliver all its customised product orders within 10 weeks.
4. If advance payment of an order is made for a product that is not in stock, the delivery term stated will start on the day on which De Wit Elektronika receives payment from the Client.
5. The Client will inform De Wit Elektronika if delivery is not made within this period or these periods. De Wit Elektronika will ensure that delivery is made as soon as possible, unless this is not possible in accordance with the standards of reasonableness and fairness.

6. Failure by De Wit Elektronika to deliver in time does not constitute a valid reason for dissolution of the Agreement.
7. All transport risks will be borne by the Client.

Article 10 Guarantees

1. De Wit Elektronika offers 1 year (viz.: 12 months after sale) guarantee on the Services and products provided by it.
2. If the Client decides to claim this guarantee, he must arrange for the return of the defective product himself and send it to De Wit Elektronika. The costs of this will be borne by the Client.
3. If De Wit Elektronika finds a defect that can be classified under the warranty coverage, De Wit Elektronika will arrange for a repair procedure of the defective product and, if applicable, replace or renew the product. De Wit Elektronika is responsible for returning the renewed or repaired product to the Client.
4. If the Client wishes for the repair to be carried out on location, Client agrees that any travel and accommodation costs will be borne by the Client. This also applies if it appears that the defect cannot be repaired on location.

Article 11 Liability

1. The Client is responsible for submitting correct and representative data and information necessary for the execution of the Agreement. De Wit Elektronika is not liable for damage resulting from, for example, an incorrect order if the Client has provided incorrect, non-representative or irrelevant data.
2. The delivery period as referred to in Article 9 paragraph 1 to 4 inclusive of these General Terms and Conditions can only be provided by approximation. Although every attempt will be made to meet the delivery date, De Wit Elektronika will never be liable for the consequences of said period being exceeded. If the term is exceeded, this does not give the Client the right to cancel the Products or refuse the receipt or payment of the Products, and De Wit Elektronika will not owe the Client any compensation.
3. De Wit Elektronika is not liable for errors or omissions by the third parties engaged by it. By using the Services of De Wit Elektronika, the Client grants De Wit Elektronika the authority to accept a limitation of liability on behalf of the Client if a third party engaged by De Wit Elektronika wishes to limit its liability.
4. De Wit Elektronika is not liable for any damage caused to products during transport, in accordance with Article 9 paragraph 7 of these General Terms and Conditions.
5. De Wit Elektronika is not liable for the incorrect, injudicious or improper use of its Services and products by the Client. As such, De Wit Elektronika is not liable for product damage or consequential damage arising from incorrect use.
6. De Wit Elektronika is not liable for indirect damage, including but not limited to consequential damage.
7. De Wit Elektronika is not liable for any errors in writing on the Website.

8. De Wit Elektronika is not liable for any failure to comply with the obligations arising from the Agreement or any failure to do so in time, if this is caused by force majeure as referred to in Article 12 of these General Terms and Conditions.
9. The Client indemnifies De Wit Elektronika against any third-party claims of whatever nature related to the Services.
10. If De Wit Elektronika is held liable, it will only be liable for direct damage that the Client has actually suffered, paid or incurred on account of demonstrable failing of De Wit Elektronika's obligations with respect to its Services.
11. Liability of De Wit Elektronika is limited to the amount covered and paid out by the insurance company. If the insurance company does not pay out or if De Wit Elektronika is not insured, liability is limited to the amount paid by the Client.
12. The limitation of liability set out in this article does not apply in case of intent or deliberate recklessness on the part of De Wit Elektronika.
13. This provision does not exclude liability in so far as liability cannot be limited or excluded by law.

Article 12 Force majeure

1. Force majeure is defined as all external causes, through no fault of De Wit Elektronika and beyond its control, that render timely, complete or correct performance of the Agreement impossible.
2. Force majeure as referred to in the previous paragraph includes but is not limited to: non-compliance by a third party, illness of staff of De Wit Elektronika or a third party, abnormal weather conditions, disruptions in water and energy supply, strikes, serious disruptions in the systems of De Wit Elektronika, fire, floods, natural disasters, riots, war or other domestic disturbances.
3. In the event of force majeure, compliance with the Agreement will be suspended for as long as the force majeure continues.
4. If the force majeure continues for more than one month, both parties will be entitled to terminate the Agreement without judicial intervention. In that case, De Wit Elektronika will refund any amounts paid, minus all costs incurred by De Wit Elektronika in relation to the Agreement.

Article 13 Confidentiality of data

1. Each of the parties guarantees that all data received from the other party they know or should know to be confidential are kept secret. The party receiving the confidential data will only use them for the purpose for which they were provided. Data are, in any case, considered to be confidential if they have been indicated as such by either party. De Wit Elektronika cannot be obliged to abide by this if, as a result of a court judgement or statutory provision, or for the correct performance of the Agreement, it is required to provide data to a third party.

Article 14 Intellectual property

1. De Wit Elektronika reserves the rights and authorities accruing to it under the Dutch Copyright Act.
2. The Client guarantees that no third-party rights oppose provision of data to De Wit Elektronika. The Client will indemnify De Wit Elektronika against any action based on the assertion that such provision, use, editing, installation or incorporation infringes any third-party right.

Article 15 Complaints handling

1. The Client must report any complaints it may have in writing to info@dwe-oss.nl.

Article 16 Identity of De Wit Elektronika

1. De Wit Elektronika is registered with the Dutch Chamber of Commerce under number 16048021 and has VAT identification number NL801446247B01. De Wit Elektronika has its registered office at Batavenweg 6F 5349 BB in Oss.
2. De Wit Elektronika can be contacted by email at info@dwe-oss.nl or by means of the Website www.dwe-oss.nl and by telephone at +31 412 647470.

Article 17 Governing law and competent court

1. The legal relationship between De Wit Elektronika and its Clients is governed by Dutch law.
2. All disputes arising between De Wit Elektronika and the Client will be settled by the competent court of the District of Oost-Brabant, 's-Hertogenbosch location.