

GENERAL

These general terms and conditions for the delivery of services and products shall apply to all agreements (quotation requests, offers, or acceptances) whereby Nedco BV (hereinafter: 'Nedco') provides services or products to a third party or otherwise accepts an order from that third party (hereinafter: 'the Counterparty'), in the broadest sense of the word.

Only our terms and conditions of sale shall apply to all our offers, designs, sales, and deliveries, unless otherwise agreed in writing. Reference to one's own purchase or other conditions shall not be accepted unless Nedco expressly accepts such deviating conditions in writing.

OFFERS AND PRICES

All our offers are made without obligation. Nedco bases its prices on the cost price which is valid at the time of the offer. If the cost prices have increased, then Nedco shall be entitled to pass on this increase and to increase the prices accordingly, but the buyer shall in that case be entitled to cancel the purchase. If special products are developed and/or purchased, the costs shall always be charged in line with the offer and shall be payable by the buyer according to the payment arrangements. Designs, illustrations, drawings, price quotations and the like provided by Nedco may not be copied or given to third parties without Nedco's permission.

PROPERTY

All designs, images, models and similar produced by Nedco shall remain the creative property of Nedco at all times. Copying the delivered products, changing them wholly or partly, providing them with another brand name or packaging, and using the brand concerned in another way or registering it in one's own name shall not be permitted, unless agreed upon in writing with Nedco.

Special products shall be charged for accordingly, and drawing model costs shall be calculated according to the agreements made; but this shall not signify the transfer of creative property. Copyright and production rights are always reserved by Nedco. Nedco does not guarantee that the delivered products do not infringe any (unwritten) intellectual and/or industrial property rights of third parties.

CORRECTNESS

For the prices shown on our website, we strive to reflect reality and the intended prices as carefully as possible. Errors which arise and are recognisable as programming or typing errors never constitute grounds for claiming or presuming a contract or agreement with Nedco BV.

Nedco BV strives to keep its website as up to date as possible. We cannot accept any liability if, despite these efforts, the information or content on this website is incomplete or incorrect. The information and/or products on this website are offered without any form of guarantee or claim to correctness. We reserve the right to change, remove, or repost these materials without any prior notice. Nedco BV accepts no liability for any information contained on websites to which we refer via hyperlinks.

DELIVERY

Nedco shall determine the mode of transport, including any non-carriage paid deliveries. If a buyer refuses to accept any goods sold to them by Nedco, Nedco shall be entitled to retain any amounts the buyer may have paid Nedco in advance relating to such goods in order to offset them against any payment to be made by the buyer to Nedco in relation to the order and/or refusal to accept the goods.

Delivery times can only be indicated approximately and Nedco, although it shall always endeavour to observe delivery times as much as possible, shall not be liable for the consequences of exceeding expected delivery times. All deliveries are ex works (unless otherwise agreed). Delivery to a construction site is possible at an additional cost. All first deliveries are made on a cash-on-delivery basis.

Custom (special product) solutions which are printed are handled according to the delivery and payment terms of the graphics industry. It is therefore permitted to deliver 10% more or less than the quantity ordered.

GUARANTEE

Nedco shall only guarantee the goods delivered if and insofar as any defect is the direct consequence of material and/or production faults and has been brought to Nedco's notice in writing within 30 days of the invoice date. Under this guarantee Nedco shall only be obliged to replace the delivered goods free of charge.

Sending goods to and from Nedco shall only take place if the buyer's complaint is found to be justified by Nedco. If the buyer has not fulfilled their payment obligations to Nedco, has handled the product inexpertly, or if damage has been caused by third parties, Nedco's guarantee obligation shall not apply. Nedco shall never be liable for any damages which the buyer may suffer as a result of stoppage or delay of activities for which the Nedco product was purchased.

Special products (not standard stock products from Nedco) shall never be taken back.

PAYMENT

Each purchase and sales agreement shall be entered into under the suspensory condition that the buyer appears to be sufficiently creditworthy on the basis of information obtained by Nedco. Payment shall be made in accordance with the agreements made in the offer and set out in the order confirmation. Unless otherwise stipulated, a final payment term of 30 days after the invoice date shall apply, without any discount.

All delivered goods shall remain the full property of Nedco until the buyer has fulfilled all financial obligations and the buyer shall therefore not be entitled to transfer this security or otherwise to third parties. From the due date of any invoice, the buyer shall owe 1% interest per month, which shall be payable without any notice of default being required. All collection costs due to non-payment, both judicial and extrajudicial, shall be borne by the buyer.

TRANSPORT

Goods delivered by Nedco shall at all times be transported at the risk of the buyer. Should there be a delay in delivery and/or damage to the goods is found, Nedco shall never be liable for any direct or indirect damage. Special packaging requirements must be notified to Nedco in writing by the buyer in advance. If required, Nedco shall provide a quotation for the extra measures to be taken.

DISPUTES

All disputes between the buyer and Nedco which ensue from the sales agreement shall - unless the law stipulates otherwise - be exclusively decided by the competent court. Dutch law shall be exclusively applicable to any agreement between Nedco BV and the Counterparty.

CHANGES

Should this disclaimer change, then you will find the most recent version of Nedco BV's disclaimer on this page.

FINAL PROVISIONS

Should one or more provisions of this agreement contradict or come to contradict provisions laid down or later laid down by any competent governmental authority, the latter provisions shall be deemed to have superseded the former.