



General delivery and payment conditions of:

RMC Trading BV / Shair-Filters
COC: 68938632

Article 1: Applicability

1. These terms and conditions apply to all offers and to all agreements of purchase and sale of RMC Trading BV, established in Weesp, hereinafter referred to as "the user".
2. The buyer or client will be referred to below as "the other party". If in the following a provision specifically relates to the situation in which the other party is a natural person who does not act in the exercise of a profession or business, this will be referred to as "the consumer".
3. Other terms and conditions only form part of the agreement concluded between the parties if and insofar as both parties have explicitly agreed this in writing.
4. In these general terms and conditions, "in writing" is also understood to mean: by e-mail, by fax or any other means of communication that can be equated with this in view of the state of the art and the generally accepted views.
5. The acceptance and retention of a quotation or order confirmation by the other party without comment, on which reference is made to these terms and conditions, is regarded as consent to their application.
6. The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the other provisions.

Article 2: Agreements

1. Agreements only become binding upon written confirmation from the user.
2. Verbal agreements bind the user only after they have been confirmed in writing by the user, or as soon as the user has commenced the implementation acts with the consent of the other party.
3. Additions or changes to the general terms and conditions or other changes or additions to the agreement will only become binding after written confirmation by the user.

Article 3: Offers

1. All offers, quotations, price lists, delivery times, etc. of the user are without obligation unless they contain a term for acceptance. If a quotation or offer contains a non-binding offer and this offer is accepted by the other party, the user has the right to revoke the offer within 2 working days after receipt of the acceptance.
2. The prices charged by the user as well as the prices stated in the offers, quotations, price lists and the like are exclusive of VAT and any costs. These costs may include - but are not limited to - travel costs, transport costs and invoices from third parties engaged. All this, unless explicitly stated otherwise in writing.
3. Samples, brochures, drawings, models, specifications of colors, dimensions, weights and other descriptions shown and / or provided are as accurate as possible, but apply
 1. for indication only. No rights can be derived from this, unless the parties have explicitly agreed otherwise in writing.
 4. The samples, brochures, drawings, etc. referred to in the previous paragraph of this article remain the property of the user at all times, unless the parties have expressly agreed otherwise in writing. These must be returned at the user's first request. They may not be copied or made available to third parties without written permission from the user.

5. If between the date of the conclusion of the agreement and the implementation of the agreement by the government and / or trade unions, changes are made to wages, terms of employment or social insurance, etc., the user is entitled to pass on the increases to the other party. If a new price list is issued by the user and / or suppliers and takes effect between the aforementioned dates, the user is entitled to charge the prices stated therein to the other party.
6. For the agreement concluded with the consumer, price increases may be passed on or charged 3 months after the conclusion of the agreement. In case of price increases, within a period of less than 3 months, the consumer is authorized to dissolve the agreement.

Article 4: Engaging third parties.

If and insofar as required for the proper execution of the agreement, the user has the right to have certain activities or deliveries carried out by third parties.

Article 5: Delivery, delivery times

1. Stated terms within which the products must be delivered can never be regarded as deadlines, unless the parties have explicitly agreed otherwise in writing. If the user does not or not timely fulfill his obligations under the agreement, he must therefore be given written notice of default.
2. In the case of delivery in parts, each delivery or phase is considered a separate transaction and can be invoiced by the user per transaction.
3. The risk regarding the delivered products is transferred to the other party at the time of delivery.
4. Shipment or transport of the ordered products takes place in a manner to be determined by the user, but at the expense and risk of the other party. The user is not liable for damage, of whatever nature and form, that is related to the shipment or transport, whether or not suffered from the products. All this, unless the parties have explicitly agreed otherwise in writing.
5. If it proves impossible to deliver the products to the other party, due to a cause within the sphere of the other party, the user reserves the right to store the products at the expense and risk of the other party. The user notifies the other party in writing of the storage that has been carried out, and also sets a reasonable period within which the other party must enable the user to deliver the products.
6. If, even after expiry of the reasonable period set by the user, as determined in the previous paragraph of this article, the other party remains in default of fulfilling its obligations, the other party is due to the mere lapse of 1 (one) month, calculated from the date of storage in default and the user has the right to dissolve the agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to pay damages, costs and interest, in whole or in part. .
7. If it proves impossible to deliver the products to the other party, due to a cause within the sphere of the other party, the user will endeavor to sell the products. If the user fails to sell the affected products, he reserves the right to destroy the products. In the event of the sale or destruction of the products as described above, the relevant agreement will be deemed to have been dissolved, without prejudice to the right of the user to claim compensation for damage and / or lost profit.
8. The foregoing does not affect the obligation of the other party to pay the agreed or stipulated or owed price, as well as any storage and / or other costs.
9. The user is authorized - with regard to the fulfillment of financial obligations of the other party - to demand payment in advance or security from the other party before proceeding to delivery.

Article 6: Progress of delivery

1. The user cannot be obliged to start the delivery of the products until all necessary information is in his possession and he has received any agreed (installment) payment. In the event of delays resulting from this, the specified delivery times will be adjusted proportionally.
2. If the deliveries cannot take place normally or without interruption due to causes through no fault of the user, the user is entitled to charge the resulting costs to the other party.
3. All expenses incurred by the user in the context of the performance of the agreement at the request of the other party will be entirely at the expense of the latter, unless the parties have explicitly agreed otherwise in writing.

Article 7: Complaints and returns

1. The other party is obliged to check them immediately after receiving the products. If the other party finds visible errors, imperfections and / or defects, this must be noted on the consignment note or packing slip and immediately brought to the attention of the user, or the other party must inform the user of this within 48 hours of receipt. followed by an immediate written confirmation thereof to the user.
2. Other complaints must be reported to the user by registered letter within 8 days of receipt of the products.
3. Without prejudice to the provisions of the preceding paragraphs of this article, the provisions of paragraph 8 of article 9 shall also be taken into account with regard to the agreement concluded with the consumer.
4. If the above-mentioned complaints are not made known to the user within the periods referred to there, the products are deemed to have been received in good condition.
5. The ordered products are delivered in the wholesale packaging in stock with the user. Minor deviations with regard to specified sizes, weights, numbers, colors, etc., do not count as shortcomings on the part of the user.
6. With regard to imperfections in natural products, no complaints can be invoked if these imperfections are related to the nature and properties of the raw material (s) from which the product is manufactured. All this at the discretion of the user.
7. Complaints do not suspend the other party's payment obligation.
8. The user must be given the opportunity to investigate the complaint. If a return shipment proves necessary for the investigation into the complaint, this will only be at the expense and risk of the user if the latter has given his explicit written consent to this in advance.
9. In all cases, return shipment takes place in a manner to be determined by the user and in the original packaging or packaging. Returns are at the expense and risk of the other party, unless the user declares the complaint to be well-founded.
10. If the products have changed in nature and / or composition, have been fully or partially treated or processed, damaged or repackaged after delivery, all right to complain will lapse.
11. In the event of justified complaints, the damage will be settled in accordance with the provisions of Article 8.

Article 8: Liability and warranty

1. The user performs his duties as may be expected of a company in his industry, but accepts no liability for damage, including death and personal injury, consequential damage, business damage, loss of profit and / or stagnation damage, which is the result acts or omissions of the user, his staff or third parties engaged by him, except insofar as there is intent and / or deliberate recklessness on the part of himself, his management and / or his managerial staff.
2. Without prejudice to the provisions of the other paragraphs of this article, the liability of the user - for whatever reason - is limited to the amount of the net price of the products supplied.
3. Without prejudice to the provisions of the previous paragraphs of this article, the user is never obliged to pay compensation that exceeds the insured amount, insofar as the damage is covered by an insurance policy taken out by the user.
4. The user guarantees the usual normal quality and reliability of the delivered product; its actual lifespan can never be guaranteed.
5. If visible errors, imperfections and / or defects occur in the delivered products that must already have been present at the time of delivery, the user undertakes to repair or replace those products - at his option - free of charge.
6. If products supplied by the user by the manufacturer are provided with a guarantee, this guarantee will apply equally between the parties.
7. With regard to the agreement with the consumer, the user will observe the statutory warranty periods.
8. The other party loses its rights against the user, is liable for all damage and indemnifies the user against any claim from third parties with regard to compensation if and insofar as:
 - a) the aforementioned damage has arisen due to improper use and / or incompetent use and / or improper storage (storage) of the products supplied by the other party with instructions and / or advice from the user;

- b) the aforementioned damage has arisen from errors, incompleteness or inaccuracies in data, materials, information carriers, etc. that have been provided and / or prescribed to the user by or on behalf of the other party.

Article 9: Payment

1. Payment must be made within 30 days after the invoice date, unless the parties have explicitly agreed otherwise in writing.
2. If an invoice has not been paid in full after the expiry of the period referred to in paragraph 1:
 - a) from that time, the other party will be charged a credit limitation surcharge of 2%, without further notice of default being required;
 - b) the other party will charge the user a default interest of 2% per month cumulatively on the principal sum. Parts of a month are considered full months in these;
 - c) the other party, after being reminded to do so by the user, will owe at least 15% of the sum of the principal sum and the default interest with an absolute minimum of € 150.00 for extrajudicial costs;
 - d) the user has the right, for each payment reminder, reminder, etc. sent to the other party, to charge the other party an amount of at least € 30.00 for administration costs.
3. At the discretion of the user, the agreement may be dissolved in whole or in part in previous or similar circumstances, without further notice of default or judicial intervention, whether or not combined with a claim for compensation.
4. If the other party has not fulfilled its payment obligations on time, the user is entitled to suspend the fulfillment of the obligations entered into towards the other party to deliver or to perform work until payment has been made or there is proper security for this. The same applies even before the moment of default if the user has a reasonable suspicion that there are reasons to doubt the creditworthiness of the other party.
5. Payments made by the other party always serve to settle all interest and costs owed and subsequently serve to settle due and payable invoices that have been outstanding the longest, unless the other party explicitly states in writing that the payment relates to a later invoice.
6. If the other party, for whatever reason, has or will acquire one or more counterclaims against the user, the other party will waive the right to set-off with regard to these claim (s). The aforementioned waiver of the right to set-off also applies if the other party applies for (provisional) suspension of payment or is declared bankrupt.
7. The provisions under 6 of this paragraph do not apply to agreements with the consumer.

Article 10: Retention of title

1. The user retains ownership of the products delivered and to be delivered until such time as the other party has fulfilled its related payment obligations towards the user. These payment obligations consist of the payment of the purchase price, plus claims with regard to work performed in connection with that delivery, as well as claims with regard to, possible, damages due to failure to fulfill obligations on the part of the other party.
2. The products covered by the retention of title may only be resold by the other party in the context of normal business operations.
3. In the event that the user invokes the retention of title, the agreement concluded in this regard shall be deemed to have been dissolved, without prejudice to the user's right to claim compensation for damage, lost profit and interest.
4. The other party is obliged to immediately inform the user in writing of the fact that third parties are asserting rights to products that are subject to retention of title pursuant to this article.

Article 11: Pledge / Warrantage

Until the other party has fully complied with its related payment obligations towards the user, the other party is not authorized to pledge delivered products to third parties and / or to establish a non-possessory pledge on them, and / or the products for storage. in the actual power of one or more financiers (warrantage), as this will be regarded as attributable non-performance on his part. The user can then immediately, without being obliged to give any notice of default, suspend his obligations under the agreement, or dissolve the agreement, without prejudice to the user's right to compensation for damage, lost profit and interest.

Article 12: Bankruptcy, lack of power of disposition, etc.

Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between the other party and the user will be dissolved without judicial intervention and without any notice of default being required, at the time when the other party is declared bankrupt, (provisional) applies for a moratorium, is subject to an enforceable attachment, is placed under guardianship or administration or otherwise loses the power of disposition or legal capacity with regard to his assets or parts thereof, unless the bankruptcy trustee or the administrator recognizes the obligations arising from the agreement as an estate debt.

Article 13: Force majeure

1. In the event that compliance with that to which the user is obliged under the agreement concluded with the other party is not possible and this is due to non-attributable non-compliance on the part of the user, and / or on the part of the third parties or suppliers engaged in the agreement, or in the event that another serious reason occurs on the part of the user, the user is entitled to dissolve the agreement concluded between the parties, or the fulfillment of its obligations towards the other party for a period of to suspend a reasonable term to be determined without being obliged to pay any compensation.
2. If the aforementioned situation arises when the agreement has been partially executed, the other party is obliged to fulfill its obligations towards the user up to that time.
3. Circumstances in which there will be a non-attributable non-compliance will include: war, riots, mobilization, domestic and foreign riots, government measures, strike and exclusion by workmen or threat of these and such circumstances; disruption of the currency relations existing at the time of entering into the agreement; weather conditions, operational disruptions due to fire, accident or other incidents and natural phenomena, irrespective of whether the non-compliance or late fulfillment takes place at the user's, his suppliers or third parties engaged by him for the implementation of the agreement.

Article 14: Dissolution, cancellation / termination.

1. The other party waives all rights to dissolve the agreement pursuant to Article 6: 265 et seq. Of the Civil Code or other statutory provisions, unless mandatory legal provisions dictate otherwise. All this applies subject to the right to cancel or terminate the agreement pursuant to this article.
2. The provisions of sub 1 of this paragraph do not apply to the agreement with the consumer.
3. In the context of these general terms and conditions, cancellation means: the termination of the agreement by one of the parties before the start of the execution of the agreement.
4. In the context of these general terms and conditions, termination is understood to mean: the termination of the agreement by one of the parties after the implementation of the agreement has started.
5. If the other party terminates or cancels the agreement, he will owe the user a fee to be determined by the user. The other party is obliged to reimburse the user for all costs, damages as well as the lost profit. The user is entitled to fix the costs, damage and lost profit and - at his discretion and depending on the work or deliveries already performed - to charge 20 to 100% of the agreed price to the other party.
6. The other party is liable to third parties for the consequences of the cancellation or termination and indemnifies the user in this respect.
7. Amounts already paid by the other party will not be refunded.

Article 15: Applicable law / competent court

1. The agreement concluded between the user and the other party is exclusively governed by Dutch law. Disputes arising from this agreement will also be settled under Dutch law.
2. Notwithstanding the provisions of paragraph 1 of this article, the consequences under property law of a retention of title of products intended for export, if the legal system of the country or state of destination of the products is more favorable to the user, will be controlled.
3. Any disputes will be settled by the competent Dutch court, albeit that the user has the authority to bring a case before the competent authority in the place where the user is established, unless the subdistrict court has jurisdiction in the matter.

4. For disputes with the consumer, it applies that within 1 (one) month after the user has notified him that the case will be submitted to the court, the consumer can indicate that he chooses to settle the dispute by the legal competent court.
5. With regard to disputes arising from the agreement concluded with a counterparty that is established outside the Netherlands, the user is entitled to act in accordance with the provisions of paragraph 3 of this article or - at his choice - to bring the disputes before the court. competent court in the country or state where the other party is established.
6. The European Commission provides a platform for online dispute resolution (OS), which you can find here <https://ec.europa.eu/consumers/odr/>.

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