

## General Terms & Conditions of Sale

### 1. Terminology

- a. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and all Agreements: "Client", "You" and "Your" refers to you, the client of P.A. Berman Techniek B.V., and compliant to the Company's terms and conditions. "The Company", "Ourselves", "We", "Our" and "Us", refers to P.A. Berman Techniek B.V., also known as Berman, Berman Techniek or BermanTec. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services, in accordance with and subject to, prevailing law of The Netherlands. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

### 2. Quotations

- a. Quotations do not constitute an offer and shall not be binding until an order has been placed and accepted. An order constitutes an offer by you to purchase the Goods in accordance with these terms and conditions. You shall be responsible for ensuring that the terms of your order are complete and accurate.
- b. Your order will only be deemed to be accepted when we issue a written acceptance of your order which will be sent by email in any form, at which point a legally binding contract will be formed.

### 3. Pricing

- a. The price of the goods will be set out in your order, or if not set out therein in our price list in force at the time you place your order. Our prices can be viewed on our website at any time. Our prices may change at any time, but price changes will not affect orders that you have already placed. These prices exclude VAT.
- b. The prices for the goods exclude delivery costs, which will be added to the total amount due.
- c. It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the goods' correct price is less than our stated price, we will charge the lower amount when dispatching the goods to you. If the goods' correct price is higher than the price stated on our website, we will contact you to tell you and wait for your instructions.
- d. Unless you have an approved credit trade account with us, you must make payment for the goods in advance by credit or debit card, direct bank transfer, Ideal or Paypal. We must be in receipt of cleared funds before an order will be dispatched. If you have a trade account with us, then the terms of that trade account will apply. We may alter or remove credit limits from any trade account at any time without needing to give any reason for doing so.

- e. *If you are a business* and fail to make payment of any amounts due to us, then we shall be entitled to charge you interest on the overdue amount at the rate of 4%. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

#### 4. *The goods*

- a. Any samples, drawings, descriptive matter, or advertising produced by us and any illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. All Original Equipment and Vehicle Manufacturers' names and part numbers are used for reference purposes only. They shall not form part of the Contract or have any contractual force.

#### 5. *Shipping*

- a. As shipping options Berman Techniek offers you Post NL, Standard and Express deliveries with DHL-Parcel, DHL-Express and UPS. Our preferred carrier is currently DHL-Parcel.
- b. It is our aim to despatch all orders (if in stock) placed up to 15 pm on the same day via our preferred carrier. Please note that alternative carriers may have an earlier daily cut-off time.
- c. We charge delivery costs according real costs from the selected carrier.
- d. If you fail to receive the delivery from the carrier, and the goods will be returned by this carrier to our warehouse, you will be obliged to pay the extra shipping cost for this return shipment.
- e. *For website orders:* to see the real shipping costs you need to add the desired item in your shopping cart and enter the delivery address. The actual shipping costs will be calculated automatically.
- f. For direct orders directly with our team: to know the real shipping costs we need to know the delivery address, your exact order and desired delivery time. The actual shipping costs will be automatically calculated and we can confirm this by email for your reference.
- g. Orders to be delivered outside of Europe could be subject to additional delivery charges. Please contact us prior to submitting your order to obtain further details.
- h. The non-binding standard delivery times are (after placing your order)
  - within the EU approx. 1-5 days (depending on the location)
  - UK and USA approx. 3-4 days
  - Rest of the world approx. 5 days
- i. Order on our website or by email which we receive outside of our standard office hours will be dispatched the next working day.
- j. On request we can offer you next day delivery as an option. For special shipping inquiries, please contact one of our colleagues. We can then offer you a tailor-made shipping solution.

#### *If you are a business*

- k. If you are a business then you acknowledge that all delivery dates are estimates and we shall have no liability for any failure to meet such anticipated delivery dates.

*If you are a consumer*

- l. If you are an individual and are not acting in the course of your business, then if we miss the anticipated delivery date then you may cancel your order straight away if:
  - we have refused to deliver the goods;
  - delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - you told us before we accepted your order that delivery within the delivery deadline was essential.
- m. If you do not wish to cancel your order straight away (or do not have the right to do so) then you can give us a reasonable deadline for delivery and you can cancel your order if we do not meet that deadline.
- n. If you have cancelled the order due to late delivery and the goods subsequently arrive, then you must return them to us at our cost. Please contact us to organise this.

**6. Discrepancies/Claims**

- a. Discrepancies in shipment must be submitted within 3 days of receipt of goods.
- b. Claims for discrepancies regarding returns, credits or invoices must be submitted within 30 days.

**7. Title and Risk**

- a. The risk of the goods shall pass to you on completion of delivery. Title to the goods shall not pass to you until the earlier of:
  - a. we receive payment in full (in cash or cleared funds) for the goods; and
  - b. you resell the goods, in which case title to the goods shall pass to you immediately before the time of such resale.
- b. Until title to the Goods has passed to you, you shall:
  - a. store the goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - b. not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
  - c. maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - d. notify us immediately if any steps are taken, threatened or proposed in respect of any insolvency proceedings against or in respect of you; and
  - e. give us such information relating to the goods as we may require from time to time.
- c. Subject to the provisions below, you may resell or use the goods in the ordinary course of its business (but not otherwise) before we receive payment for the goods. However, if you resell the goods before that time you do so as principal and not as our agent.
- d. At any time before title to the goods passes to you, without limiting any other right or remedy we may at any time require you to deliver up all our goods in your possession which have not been resold, or irrevocably incorporated into another product; and if you fail to do so promptly, enter any of your premises or of any third party where the goods are stored in order to recover them.

## 8. *Cancellations*

- a. You may cancel an order for goods at any time up to the date 14 days after the day you receive the goods from us. To cancel your order please contact us by email ([info@bermantec.com](mailto:info@bermantec.com) or [kontakt@bermantec.com](mailto:kontakt@bermantec.com) with your order number as a reference and let us know that you wish to cancel.
- b. If you cancel an order before it is dispatched, and have made any payment in advance, then we will refund these amounts to you, together with any delivery charges. If we have already dispatched the goods to you, then you must return them to us at your own cost. Please contact us, and we can organise for our courier to collect the goods from you and we will deduct the carriage costs from your refund.
- c. You may only return the goods back to us provided that:
  - a. they were not bespoke or a special order;
  - b. they have not been fitted; and
  - c. they are returned in a resalable condition.
- d. If these conditions are not met, we reserve the right to make a handling charge of up to 25% of the goods value to cover the cost of testing and repackaging for returning the item into stock.

## 9. *Returns procedure*

- a. In the event of a return we will provide an “electronic return label” at the customers request, and send this to a by you specified email address. The delivery costs of the return shipment will only be reimbursed if the complaint is justified. And if the return is sent back to us by using the “electronic return label” of DHL Post, or for any other way of shipping that is confirmed by one of our colleagues upfront.
- b. Send the defect item back to us as complete as possible, including accessories – that is, with all the parts that you received from us with the delivery. This includes the item itself, the original box, screws, nuts, cables, etc.
- c. Use for returning goods to us a suitable packaging that protects the goods from typical transport hazards.
- d. Include a detailed description of the defect and a copy of the invoice. This simplifies and speeds up the process.
- e. We will make sure that your return request will be submitted and evaluated as soon as possible and if necessary, will be forwarded to the manufacturer.
- f. Please send the return to the following address: P.A. Berman Techniek B.V.; Veldkersweg 34, 3053JR Rotterdam, The Netherlands.  
Telephone: +31 (0)10-4610677. Email: [info@bermantec.com](mailto:info@bermantec.com).

## 10. Our Liability

- a. We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract.
- b. Our total liability to you in respect of all other losses arising under or in connection with this contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods.

### *Events outside our control*

- c. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- d. If such an event takes place that affects the performance of our obligations under these Terms:
  - we will contact you as soon as reasonably possible to notify you; and
  - our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.

## 11. Faulty Goods & Warranty

- a. All new and refurbished goods are guaranteed for a period of 12 months from the date of purchase against defects due to faulty material or workmanship. However, this guarantee does not apply to any defect arising from:
  - fair wear and tear;
  - wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
  - if you fail to operate or use the goods in accordance with the user instructions;
  - any alteration or repair by you or by a third party who is not one of our authorised repairers; and
  - any specification provided by you.
- b. This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described.
- c. This warranty does not apply to loss of vehicle or equipment, loss of time, inconvenience or other incidental or consequential damages
- d. If you are a consumer and you believe the goods are faulty, then please contact us to organise for the return of the goods to us so that we can inspect them. The cost of any return shall be paid by you, but we will refund this if the goods are found to be faulty.

- e. Where you are a business and you believe the goods are faulty, then
  - you must give us notice in writing within a reasonable period of discovery that the goods are faulty; and
  - you must give us opportunity to inspect the goods; and
  - you must return the goods to us at your own cost, and we will, at our sole discretion, repair or replace the defective goods or refund the price of the defective goods.
- f. If we find that the goods are not faulty then we will contact you to let you know and offer to return the goods to you. If you do not contact use within 28 days of such offer then we will be entitled to dispose of any such unclaimed goods.

#### 12. *Other important terms*

- a. We may transfer our rights and obligations under these Terms to another organization, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
- b. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- c. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- d. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- e. These Terms are governed by Dutch law. We both agree to submit to the nonexclusive jurisdiction of the courts in The Netherlands.

#### 13. *Information about us:*

P.A. Berman Techniek B.V. is a company incorporated in the Netherlands, with company registration number 24261216. Our registered office address is at Veldkersweg 34, 3053JR, Rotterdam.

Telephone: +31 (0)10-4610677

Email: [info@bermantec.com](mailto:info@bermantec.com)