

1. General

1. These general terms and conditions of sale and delivery (hereinafter referred to as "general terms and conditions") apply to all companies (hereinafter referred to as "customer", "buyer" or "customer") that purchase products and/or services from MINIDIS B.V. (hereinafter referred to as "seller"). With "We", "Us" or "Our" we mean MINIDIS B.V. but also our other trade names Totaldesk, MINISYS or GLOMOS.
2. Agreements for deliveries are based exclusively on these general terms and conditions. Without written confirmation of applicability from us, we do not accept any customer counter-conditions or terms that differ from ours.

2. Offer and Agreement

1. All our quotations, whether electronic, written or oral, are not quotations within the meaning of the law, but are without obligation and only an invitation to the customer to accept an offer or to place an order.
2. If the customer accepts a quotation or offer, the seller has the right to revoke this offer within two working days after the buyer has been informed of this acceptance without stating reasons.
3. An agreement is only concluded after the seller has confirmed an order in writing or electronically, or at the latest when the customer has accepted the delivery of this order.
4. An agreement is between seller and buyer. The agreement entered into or parts of this agreement is/are not transferable to third parties without written confirmation from the seller.
5. The choice of a product or service is solely at the buyer's responsibility.
6. For the execution of the agreement, buyer and order-specific data are stored such as name, address, VAT numbers, email address, telephone number and any IP address, in addition, for warranty and service purposes, the products and specific serial numbers associated with a product. These are kept for the legally established term or at least the warranty period of a product.

3. Prices

1. Unless expressly stated otherwise, all prices and costs quoted by the seller are exclusive of VAT and exclusive of shipping costs.
2. Order and/or shipping costs will be charged for every order placed by the customer:
 1. Order costs and shipping costs will be charged for orders below 2000 euros.
 2. For orders within Europe but outside the Netherlands, only shipping costs will be charged from 2000 euros.
3. No order costs will be charged on orders ordered through our web shop without the seller's mediation by email or telephone.
4. The seller has the right to charge the buyer for all price-increasing factors that have arisen after making the offer or the conclusion of the agreement within three months. Factors include an increase in cost prices and rates for materials, environmental surcharges, taxes, transport costs, (factory) prices of suppliers, as well as a change in currency ratios. In that case, an increase in the cost price gives the buyer the right to dissolve the agreement in writing, unless the seller notifies the buyer within seven days after the termination made known to the seller by the buyer that it will waive the price increase.

4. Payment and default

1. Unless otherwise agreed in writing, payment must be made by deposit or transfer to a bank account as designated by MiniDis B.V. before the shipment of goods, collection at our warehouse or delivery.
2. All payments done by buyer first serves to pay the interest owed and/or (collection) costs to seller and then to settle the oldest outstanding invoices.
3. The buyer is deemed to be in default by operation of law and the (remaining) debt will be immediately due and payable if:
 1. the buyer does not or not timely fulfill any obligation under the agreement, in particular it's

payment;

2. the seller has good reasons to fear that the buyer will fail to comply and he does not comply with a written reminder to declare that he is prepared to fulfill his obligations within a reasonable term set in that reminder;
 3. the buyer applies for his own bankruptcy, is declared bankrupt, assigns his estate, submits a request for suspension of payment, is declared subject to the debt rescheduling scheme in accordance with the Debt Restructuring Natural Persons Act, or attachment of the whole or a part of his assets is laid and this is not lifted within 10 days after the attachment;
 4. the buyer proceeds or decides to discontinue or transfer his company or an important part thereof, including the contribution of his company to a company to be established or already existing, or proceeds or decides to change the objective of his company or to dissolution;
 5. of death, if the buyer is a natural person.
4. In the cases referred to in 4.3, the seller is entitled without any obligation to pay compensation and without prejudice to its rights, such as rights with regard to costs or interest already due and the right to compensation, and without notice of default or judicial intervention being required (1) to declare the agreement wholly or partly dissolved by a written notification to that effect to the buyer (2) and/or to immediately claim any amount owed by the buyer to the seller in full (3) and/or to Article 5 to invoke retention of title established.
 5. If the buyer does not fulfill his payment obligation in time, the seller is entitled to charge reminder costs and statutory interest (for commercial transactions) from the due date of the invoice to the buyer in the amount of at least 1.5% of the total amount with a minimum of 30 euros.
 6. If payment is not made within the stipulated period after a reminder, the seller will serve the buyer with a notice of default and hand over the claim for collection without further notice. All costs involved in the collection are owed by the buyer to the seller, the amount of which is set at a minimum of 15% of the total amount, with a minimum of 250 euros.
 7. The buyer cannot refuse to fulfill his payment obligations on the grounds that the seller has not, not yet or not fully fulfilled his guarantee obligations.

5. Retention of title

1. The seller retains ownership of all goods delivered to the buyer, as long as the buyer has not fully complied with his payment obligations towards the seller by virtue of the goods delivered or work performed or to be performed under the agreement, as well as amounts owed under Article 4.Â
2. An extraordinary disposition of the goods, such as a pledge, a security, etc., can only take place with the consent of the seller. The buyer is obliged to inform the seller immediately if third parties seize goods delivered subject to retention of title.

6. Deliveries

1. All delivery times stated by the seller have been determined to the best of its knowledge on the basis of the information known to the seller when the agreement was entered into and they will be observed as much as possible. Unless specifically agreed, exceeding a stated delivery term does not put the seller in default. If the delivery period is exceeded by more than 2 weeks, the seller will consult with the buyer. In the event that delivery times are exceeded, the seller is not liable for the resulting damage, unless the exceeding is due to intent or gross negligence on the part of the seller.
2. A buyer who instructs one of his employees or a third party orally or in writing to purchase and collect goods from the seller at his expense, must provide the buyer with an order confirmation signed by the buyer. Goods cannot be delivered without a signed order confirmation.

7. Buyer's cooperation obligation

1. At the first request of the seller, the buyer is obliged to indicate accurately when and where the goods to be shipped by the seller must be delivered. The buyer is obliged to provide all information desired by the seller with a view to shipping the goods. If the buyer has not specified a place of delivery to the seller, the seller's warehouse will be the place of delivery and storage will be at the buyer's expense and risk. Deviating provisions with regard to delivery (place and time) must be included in the contract

2. If it has been agreed that the goods will be taken into custody by the seller, storage will be at the risk and expense of the buyer. In this case, the seller's warehouse is the place of delivery and the sending of the invoice is the storage notice.
3. If the information necessary for the execution of the agreement is not made available to the seller, not in time or not in accordance with the agreements, or if the buyer does not fulfill its obligations in any other way, the seller has the right to suspend the execution of the agreement and has he is entitled to charge the costs incurred as a result in accordance with his usual rates.

8. Shipment and responsibility

1. The manner of transport, shipment, packaging, etc. will be determined by the seller if no further instructions have been provided by the buyer to the seller.
2. When confirming an order, the shipping address and other details like VAT ID must be checked by the buyer. Additional costs incurred due to incorrect addressing will be borne by the buyer.
3. The risk of loss or damage of goods delivered by the seller is transferred to the buyer at the time of commencement of transport.
4. In principle, the transport of the goods always takes place at the expense and risk of the buyer, even if the carrier demands that the consignment notes, transport addresses and the like contain a clause that all transport damage is for the account and risk of the sender.
5. Insurance of the goods to be transported will not take place, unless the buyer expressly requests this, in which case the costs will be for his account.
6. Any specific wishes of the buyer with regard to transport/shipment will only be carried out if the buyer has declared that he will bear the additional costs thereof.

9. Installation / Configuration

1. Installation and/or configuration work is not included in the purchase price, unless otherwise agreed in writing.
2. If the seller takes care of installation, the buyer will make available a suitable installation location with all necessary tools before delivery of the goods, unless expressly agreed otherwise in writing.

10. Software

1. If the agreement includes the delivery of software, the buyer accepts this software in the condition in which it is at the time of delivery (so-called "as is" delivery). The seller does not accept any liability for the software not functioning correctly or properly, unless otherwise agreed in writing. The seller does not guarantee that the software is suitable for the use intended by the buyer.
2. The agreement never extends to the transfer of any intellectual or industrial property right. The buyer's right of use with regard to the software is limited by the provisions of the Copyright Act 1912 and what has been agreed between the parties in the agreement.
3. The buyer is bound to closely follow any license conditions of possible licensees associated with the delivered software and indemnifies the seller from any liability with regard to correct compliance with these license conditions.

11. Inspection and claims

1. Immediately after the seller has delivered goods or invoices to the buyer, the buyer will inspect these for completeness, damage and/or defects, after which any incomplete deliveries and/or complaints will be reported to the seller in writing within 5 working days. After this term, any claim by the buyer lapses and the seller has fulfilled its contractual obligation.
2. The buyer must give the seller the opportunity to investigate any complaints as reported and to correct them if necessary.
3. Return shipments are not permitted without the prior consent of the seller.

12. Warranty

1. All delivered goods are not subject to any other warranty conditions than those which the suppliers of the seller give on their goods. No warranty is provided on software. The buyer accepts the aforementioned terms and conditions of third parties. These terms and conditions are available for inspection by the buyer at the seller's office and the seller will send them to the buyer at his request at his expense. If and insofar as the conditions of the supplier should not be legally considered binding in the relationship between the buyer and seller, the present general delivery conditions of the seller apply between the parties.

2. The warranty includes the repair to the best of its ability of any materials or manufacturing faults in the delivered goods during the warranty period, if these faults have been reported to the seller in detail within the warranty period. All old replaced parts become the property of the seller.
3. The warranty obligation lapses if errors in the delivered goods are wholly or partly the result of incorrect storage or transport in inadequate packaging, incorrect, careless or incompetent use, external causes such as fire or water damage, the lack or unreadability of serial numbers or if the buyer makes or has changes made to the goods without the seller's permission, including breaking the seal or in the parts supplied by the seller in the context of maintenance or warranty. In the above cases, the costs incurred by the seller, including research (with a minimum of one hour) and transport costs, will be charged to the buyer at the then applicable rates at the seller's. The warranty claim also lapses during the period that the buyer has not fully or not timely fulfilled any obligation under the agreement.
4. Work and costs, including costs of repair outside the scope of this warranty, will be charged by the seller to the buyer, in consultation, at the then applicable rates.
5. If items are repaired outside the warranty period, a warranty of 3 months is given on these repairs. Repairs within this period, of three months, do not entitle to a new warranty period.
6. The buyer is obliged to send the goods eligible for repair under the warranty carriage paid, in proper packaging accompanied by a written and clear description of the complaint and a copy of the purchase invoice, to the address specified by the seller, unless an agreement has been made between the buyer and the (maintenance) contract concluded by the seller has stipulated otherwise. Risks of transport of the goods, both to the seller and back, are for the account of the buyer.
7. No warranty is given on consumables. These include for example batteries (both fixed as well as replaceable), and ink cartridges.
8. The warranty does not include a guarantee of interoperability with regard to products other than those mentioned on the product packaging and/or in the manual.

13. Liability

1. The seller is liable to the buyer for damage insofar as this appears from this article:
 1. In the event of a shortcoming attributable to the seller in the fulfillment of the agreement, the seller is only liable for direct damage, provided that the buyer has first given the seller immediate and proper notice of default in writing, whereby the seller is still granted a reasonable period of time to fulfill its obligations. Direct damage is exclusively understood to mean: damage to the delivered goods and damage to other property of the buyer.
 2. The seller's total liability due to an attributable shortcoming in the fulfillment of the agreement is limited to compensation for direct damage up to a maximum of the amount paid by the buyer to the seller, whereby a series of events counts as one event.
 3. The total liability of the seller for damage caused by death or physical injury and material damage to items, the latter insofar as this is caused by intent or gross negligence on the part of the seller, will in no case amount to more than what is agreed on the basis of the insurance agreement concluded by the seller.
 4. The seller is in no way liable for indirect damage, including loss of data, consequential damage, lost profit, lost savings and damage due to business interruption. Furthermore, the seller is never liable for any indirect damage that has arisen as a result of data generated with the help of goods supplied by the seller.
 5. The seller is not liable for damage that is the result of errors or omissions by third parties who, on the buyer's instructions, are charged with the delivery of goods or with the provision of services and/or work.
 6. The seller is not liable for damage caused during the transport of returned goods from buyer to seller. If the goods are not returned in the original packaging, the seller is also not liable for damage caused during transport to the buyer.
 7. The buyer indemnifies the seller against all claims by the buyer or third parties for product liability as a result of a defect in a product or a system that has been delivered by the buyer to a third party and that (partly) consisted of equipment, software or other materials supplied by the seller, except if and insofar as the buyer proves that the damage was caused by that equipment, or other materials.

8. The buyer indemnifies the seller against all claims by the buyer or third parties on software supplied, such as operating systems, and is responsible for compliance with any liability conditions set by the seller or its supplier of this software.

14. Intellectual property, rights and copyrights

1. All intellectual or industrial property rights to all materials manufactured and/or made available by the seller under the agreement, such as analysis reports, designs, images, drawings, diagrams, material lists, documentation and other materials rest exclusively with the seller or its supplier. No documentation or other materials provided to the buyer may be reproduced by any means and/or made public or given to third parties without the express prior written consent of the seller.
2. If a quotation and/or offer does not lead to an agreement, the offer with designs, images and drawings and all other documentation provided by the seller will be returned or destroyed at the seller's first request.
3. The seller is not liable for claims and/or claims of third parties due to violation of their copyright, patent, license, trademarks, models and other intellectual property rights by whatever name in connection with goods delivered or services and/or work performed by the seller if the seller has infringed those rights by using data, writings or objects that have been provided to the seller by or on behalf of the buyer for the execution of the order.

15. Force majeure

1. Neither party is obliged to fulfill an obligation in the event of a force majeure. As a result of a design of no fault, forces, law, taken into account. Force majeure on the part of the seller also includes shortcomings of suppliers of the seller, illness, lack of personnel, restocking, transport obstacles and other events that are outside the sphere of influence of the seller.
2. In the event of force majeure, the party invoking force majeure shall be suspended for the period of the force majeure. In the event that the force majeure situation lasts for two months after it has been established, agreements can be terminated.

16. Termination of agreement

1. The buyer is only entitled to terminate the agreement by means of judicial intervention if the seller, after a proper and as detailed as possible written notice of default, in which a reasonable period is allowed to still fulfill its obligations, imputably fails to fulfill its essential obligations under the agreement. The buyer can only dissolve the agreement for that part that has not yet been performed.
2. If the buyer, as stated in Article 4.3, is in default by operation of law, the seller is entitled to dissolve the agreement with immediate effect without notice of default and without judicial intervention.
3. Amounts invoiced before dissolution relating to goods already delivered and services provided for the execution of the agreement will become immediately due and payable at the time of dissolution.

17. Export

1. When exporting goods by the buyer, any relevant export regulations of the country of origin and import regulations of the country of dispatch may apply. The buyer will indemnify the seller against all third-party claims related to violations of the applicable export and import regulations attributable to the buyer.
2. The buyer is not permitted to export products supplied by the seller to countries outside the member countries of the European Community without written permission by seller.

18. Applicable Terms, Law and Disputes

1. In order to exclude language interpretation problems in multiple language versions of these terms, the Dutch translation will prefer in the event of any dispute.
2. All disputes arising between the parties as a result of or in connection with this agreement will be adjudicated exclusively by court in The Hague (â€™s Gravenhage, the Netherlands).
3. All agreements between seller and buyer are exclusively governed by Dutch law. Applicability of the Vienna Sales Convention of 1980 is excluded.