

Terms and Conditions - v3

Goudkat

15-02-2021

Article 1 - Definitions

1.1 These terms and conditions (after the "General Conditions") apply to all offers, orders and agreements with Goudkat and in relation to the delivery of goods by Goudkat person to whom focuses on the supply or the other party (after "Purchaser").

1.2 The applicability of general conditions of the Purchaser is hereby expressly rejected.

1.3 These Terms different conditions should apply only if and insofar as those written by Goudkat accepted, in which case remain in force the remaining provisions.

1.4 Goudkat is competent in carrying out the orders of / by the Purchaser use of third parties. All rights and claims contained in these Terms and stipulate any further agreements for golden cat, are also stipulated for by Goudkat intermediaries and other third parties.

Article 2 - offer

2.1 Any offer of Goudkat is without obligation

Article 3 - Agreement

3.1 An agreement is concluded after acceptance of the order of the Buyer by Goudkat
Goudkat is entitled to refuse an order or to attach certain conditions to the delivery.
If an order is not accepted, it is stating the reason communicated to the Buyer

Article 4 - communications, information and statements

4.1 Communications, information, statements made or supplied by Goudkat in any form and of any kind, shall only be indicative and Goudkat never binding, unless the agreement expressly states otherwise.

Article 5 - Prices

5.1 The prices mentioned in the articles are in euros, including VAT.

Any handling and issue-cost, taxes or other charges will be listed separately.

5.2 Goudkat has the right to increase the stated and / or agreed prices.

If a price increase takes place the items offered in the period between the order and the execution thereof, or within three months after the conclusion of the agreement, the Buyer is entitled to cancel the order or dissolve the agreement within ten (10) days after notice of the increase by Goudkat

Article 6 - delivery - delivery time

6.1 The delivery time is up to thirty (30) days from the day on which the Buyer has done a order at Goudkat.

6.2 If the delivery either by (temporarily) out of stock or for other reasons is delayed, or if the order can not or only partially implemented, the Buyer will be notified within thirty (30) days after the day on which he the order has done. Purchaser in that case have the right to cancel the order without penalty.

Goudkat in that case prepaid amounts refunded, without payment of interest.

6.3 If delivery of an ordered proves to be impossible, Goudkat will make such efforts as the reasonableness and fairness is to make a replacement item available.

At the latest when the delivery will be notified that a replacement item is delivered in a clear and comprehensible manner.

The cost of return shipment to the provision of a replacement case for the account of Goudkat

6.4 Goudkat is always entitled to make partial deliveries, unless explicitly agreed otherwise.

6.5 The delivery is indicative and can not be regarded as a deadline, unless otherwise expressly agreed.

In attributable exceeding of the delivery time will always be a notice required.

Attributable exceeding of the delivery, to the extent that a period of thirty (30) days does not exceed, the Purchaser may not entitled to damages or cancellation or termination derive from the agreement.

6.6 In the event Goudkat is in default in respect of the delivery, the Buyer shall only be entitled to cancel the agreement or to dissolve the extent necessary.

In that case prepaid amounts will be refunded, without payment of interest.

Article 7 - Risk and ownership

7.1 The Buyer shall bear the risk for all direct and indirect damage that may be caused to the goods, immediately after the goods are considered as delivered.

7.2 Goudkat retains ownership of all delivered goods until all its claims against the Purchaser in respect of the Goudkat under contract by the Purchaser delivered or to be delivered, as well as regarding default of the Purchaser in the performance of such contracts will be paid in full.

7.3 The Buyer is obliged the goods subject to retention of title with the necessary care to preserve.

7.4 Goudkat is entitled, if the Buyer in the fulfillment of its obligations is inadequate, the property delivered remaining issues to the Buyer immediately and without prior notice of default.

To the extent necessary, the Buyer irrevocably authorizes Goudkat to exercise this right to repossess.

7.5 If and insofar as Goudkat has exercised its right to repossess as referred to in the preceding paragraph, the agreement without judicial intervention being dissolved all or a proportionate part, without prejudice to the right of Goudkat in damages and costs.

The Buyer shall then be credited to the purchase price reduced by the losses suffered by Goudkat (including depreciation) and costs incurred.

Article 8 - payment

8.1 Unless otherwise expressly agreed, payment of the agreed price will take place at the time of conclusion of the contract.

In all cases, however, payments to be made without any deduction or set-off appearance within fourteen (14) days after the invoice date for deliveries within the Netherlands (and in appearance within twenty (21) days after the invoice date for deliveries outside the Netherlands, unless otherwise agreed) .

In the event the Purchaser in respect of the implementation of the agreement on Goudkat feels entitled to assert, does not relieve him of his obligation to pay the agreed manner.

8.2 Payment can be made (one of) the way (s) as specified in the order. To the Buyer of the order Further (payment / order) conditions. When paying by bank transfer, the date of payment to the date of crediting the bank account of Goudkat . '

8.3 If the Buyer has not paid on the date or within the period referred to in paragraph 1 of this Article, he shall automatically and without any prior notice is required, in default and on the amount due the statutory interest from the day looks payment should be made without prejudice to the rights accruing to Goudkat (including suspension or termination).

8.4 The costs, both in and out of court, Goudkat which are related to the non-, late or improper performance by the Purchaser of its obligations, including extrajudicial collection costs and the costs of legal assistance, serve to the Buyer Goudkat to be compensated.

The extrajudicial collection costs are between Goudkat and the Buyer fixed in advance 15% of the principal amount, subject to the right of Goudkat on reimbursement of actual costs when they are higher.

Article 9 - dissolution

9.1 For seven (7) days after receipt of the case, the buyer has the right to terminate the contract without giving any reason and return the case to its costs and risks of Goudkat , provided the original package of the matter is undamaged.

9.2 In the event of termination under the preceding paragraph of this Article, the Buyer will be credited for the purchase price less the cost of returning the case and prepayments will be refunded (within 30 days), without payment of interest.

Article 10 - complaints and warranty

10.1 The Purchaser shall examine the goods conform to the contract at the latest upon delivery.

If this is not the case, the Buyer shall Goudkat as soon as possible and in any event within seven (7) days after delivery, or after observation of not answering the matter to the agreement was reasonably possible, in writing and motivated to establish knowledge. Failing this, any claim in this respect.

10.2 Any claim by the Buyer in respect of goods supplied will void if: a. a business (no longer) be identified as originating from Goudkat; b. the defects are (also) the result of normal wear and tear, improper (e) and / or incorrect (e) treatment, use and / or storage or maintenance of the property; c. Buyer Goudkat has not made immediately the opportunity to investigate the complaints and to meet its obligations; d. Buyer does not, not timely or not properly fulfill any of its obligations.

10.3 If it is proven that the goods do not conform to the agreement, Goudkat has the choice either to repair the goods or to proceed to redelivery or to credit the Buyer for the faulty goods. Redelivery these Terms and Conditions apply in full.

Article 11 - Liability

11.1 for any misunderstanding, mutilation, delay or improper transmission of orders and messages resulting from the use of the Internet or any other means of communication between Goudkat and the Buyer, or between Goudkat and others, as it relates to the relationship between the buyer and Goudkat , Goudkat is not liable, unless and to the extent there might be intentional or gross negligence of Goudkat .

11.2 The liability of Goudkat never extends to loss or other indirect damages.

11.3 Goudkat is, unless intent or gross negligence, be liable for direct or indirect damages resulting from infringement of any intellectual or industrial property rights, licenses or other rights of third parties.

11.4 The above paragraphs for Goudkat itself stipulated limits exclusions of liability, respectively, as well as indemnity are also stipulated for and on behalf of its employees, any other person employed by it in connection with the Agreement and for those from whom they supplied business and / or components involves.

Article 12 - Force Majeure

12.1 Force majeure is defined in these Terms and Conditions any failure can not be attributed to Goudkat because it is not her fault and not under the law, act or traffic concept for its account.

12.2 In case of inability Goudkat has to implement the agreement as a result of force majeure the right without judicial intervention, or the execution of the contract for a maximum of three (3) months to suspend or terminate the contract in whole or in part for it by it to notify the Purchaser and Goudkat without any compensation will be required, unless in the circumstances to the yardsticks of reasonableness and fairness would be unacceptable.

12.3 In the event Goudkat suspends fulfillment of its obligations it is authorized - and obliged at the end of the suspension period - to opt for implementation or full or partial dissolution of the agreement.

Article 13 - general

13.1 If the Purchaser does to Goudkat of an address, Goudkat is entitled to that address to send all orders, unless the Purchaser does to Goudkat giving a different address to which the orders are to be sent.

13.2 When by Goudkat for a short or long time whether or not deviate from these Terms and Conditions shall not affect its right to demand immediate and strict compliance with these Terms and Conditions. The Buyer can never do any right under that Goudkat these conditions smoothly.

13.3 If one or more provisions of the agreement between the parties, including these Terms and Conditions are

invalid or become legally invalid, the agreement shall otherwise remain in effect.

Parties will on the provisions which are invalid or not legally be consult in order to make an alternative arrangement.

13.4 If one or more provisions of the agreement, including these Terms and Conditions in conflict with mandatory provisions adopted or to be adopted by a competent authority, then those provisions deemed to have taken the place of the relevant provisions of the agreement.

Article 14 - applicable law

14.1 The agreement, including these Terms and Conditions and any further agreements resulting therefrom, or resulting from or in connection therewith, is Dutch law.

Identity of the entrepreneur

Goudkat, Chamber of Commerce number 51582732,

VAT identification number: NL001592265B80