

## **General terms and conditions AMB Import**

### **Article 1. General**

1.1 Unless agreed otherwise, these general terms and conditions apply to all agreements with AMB Import, also acting as fietslampjes.nl, and his customer. Customer refers to the person or organization placing the order. AMB Import refers to the company AMB Import, his employees and board.

1.2 AMB Import rejects any terms and conditions of the customer, unless explicitly agreed otherwise.

### **Article 2. Agreements**

2.1 Agreements are concluded by the acceptance by AMB Import of an oral or written order placed by the customer. The customer accepts these terms and conditions by placing its order.

2.2 An order request is deemed to be accepted by AMB Import if and when AMB Import has not rejected the order within fourteen days as of receipt of the order.

2.3 Any offer made by AMB Import is without engagement unless explicitly indicated otherwise. The offer price is valid for a period of thirty days, unless indicated otherwise. Offers are based on the information as provided by the customer in its order and AMB Import may rely on the correctness thereof. Any information in brochures and leaflets are under reservation of all rights and do not bind AMB Import.

### **Article 3. Payment**

3.1 Unless agreed otherwise in writing, any payments of invoices shall be made within fourteen (14) day's from the invoice date without any deductions, in the way and in the currency as indicated on the invoice.

3.2 The payment term of fourteen day's is a firm date. In case of untimely payment, the customer will be in default de jure.

3.3 In case of untimely payment, AMB Import will be entitled to compensation of extrajudicial collection costs with a minimum of Euro 34 (including VAT), without prejudice to the consequences of default pursuant to the Netherlands Civil Code. AMB Import is allowed to charge all of the extrajudicial collection costs to the customer.

3.4 Any payments made by the customer shall firstly serve to settle any accrued interest and costs and secondly to settle the longest outstanding invoice, even if the customer should indicate otherwise.

3.5 The customer is not entitled to set-off any payment due with any claim on AMB Import.

3.6 AMB Import reserves the right to require security for a payment or to require payment in advance and is entitled to suspend performance of any of its obligations until the required security has been provided.

3.7 AMB Import retains the ownership of any goods delivered to the customers until all fees and costs have been fully paid, including the costs mentioned in clause 2.3 above.

### **4. Cancellation**

4.1 In view of the nature of the products, any order - once confirmed by the customer - is not cancellable.

### **Article 5. Complaints/returns**

5.1 Any complaints in respect of supplied products or services and any objections against invoices must be presented to AMB Import in writing within fourteen days from the invoice date. The filing of a complaint or objection does not suspend the customer's payment obligations.

5.2 Any returns of supplied goods shall only be accepted - after the consent of AMB Import - if and in so far as the condition in clause in 3.1 above is fulfilled, the goods are undamaged and are returned to AMB Import in the original packaging as soon as can reasonably be required.

## **Article 6. Limitation of Liability**

6.1 AMB Import does not accept any liability for damage which is suffered by the customer pursuant to a nonperformance of AMB Import (or a person for which it is responsible) of its obligations under an agreement or an unlawful act connected with the performance of its obligations under such agreement, including but not limited to damage caused by inaccurate, unlawful, incomplete or outdated information (in the broadest sense of those terms) as published by AMB Import.

6.2 AMB Import shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods

6.3 The limitation of liability in clause 4.1 above does not apply to damage which is caused by the willful misconduct or gross negligence of AMB Import or any person for which it is liable pursuant to the law. In such case, AMB Import's liability shall be limited to compensation of direct damage to property (including software and data files) and direct damage caused by death or personal injury and shall be further limited to the invoice amount or, in the case of an agreement for an indefinite period of time, the payments made by the customer over the month preceding the occurrence of the damage.

6.4 Notwithstanding the preceding, the liability of AMB Import and the persons for which AMB Import is responsible, shall never exceed the invoice amount (pro rata) of the (part of the) agreement from which the liability arises.

## **Article 7. Prescription/limitation of claims**

7.1 All claims and causes of actions towards AMB Import, including claims for compensation of damage, shall prescribe and lapse one year after such claim or cause of action has arisen.

## **Article 8. Changes**

8.1 Changes, amendments or annexes to an agreement and the general terms and conditions are valid only if agreed in writing and signed by both parties.

## **Article 9. Partial invalidity**

9.1 If a clause in an agreement or in the general terms and conditions is or will become invalid, this will not affect the validity of the entire agreement. The parties shall replace such invalid clause by another clause which to the extent possible expresses the original intention of the parties.

## **Article 10. Disputes and applicable law**

10.1 Any disputes in connection with the formation, interpretation or performance of an agreement with AMB Import shall be brought before the competent court in Leeuwarden, The Netherlands. If the parties have agreed on another form of dispute settlement, the customer shall be granted a term of one month from the date AMB Import has invoked such a clause to choose for dispute settlement by the competent court instead. The customer shall inform AMB Import in writing.

10.2 All agreements with AMB Import, including the interpretation and performance thereof, are subject to Netherlands law.

10.3 The customer indemnifies AMB Import against any claims of third parties in connection with an agreement. This indemnification includes any damage and costs that AMB Import should suffer in connection with a claim.

10.4 In the event of disputes concerning the interpretation of these general terms and conditions, the Dutch text ' Algemene voorwaarden AMB Import' shall take precedence.