

GENERAL TERMS & CONDITIONS

Article 1 General Provisions

1. These general terms and conditions apply to everything we do at JuAnMa BV, including but not limited to offers and agreements between us and our clients, whom we hereinafter refer to as "Client".
 2. If we deviate from these general terms and conditions, this must be expressly agreed in writing between us and the Client.
 3. We expressly reject any purchase or other terms and conditions of the Client.
 4. If one or more provisions of these general terms and conditions are declared invalid, null and void or annulled, the other provisions shall remain in force. We will then replace the invalid, void or voided provisions with new provisions that correspond as closely as possible to the invalid, void or voided provisions.
 5. The fact that at any time we do not require compliance with one or more provisions of the agreement, including the provisions in these general terms and conditions, does not affect our rights to demand compliance by the Client at a later date.
1. These general terms and conditions do not apply if we deviate from them in the agreement between us and the Client.

Article 2 Offers, Formation And Amendment Of Agreement

1. At JuAnMa BV we do our best to make the best offers to our clients, but all our offers are without obligation, unless we explicitly state otherwise in the offer.
2. An agreement will only be concluded if we and our Client reach an agreement in writing.
3. Once we have an agreement, it can only be amended if we agree to it in writing with the Client. For example, we can only agree in writing to changes in the quantity or price of the products or services we provide.

Article 3 Prices And Payment

1. Prices and VAT. All prices quoted by JuAnMa BV are exclusive of VAT and other levies imposed by the government, unless explicitly stated otherwise.
2. Payments must be made inclusive of VAT and/or other levies.
3. Additional goods, works and services. The prices shall be valid only for the goods, services and works specified in the contract.
4. All goods, works performed and/or services provided by JuAnMa BV in addition thereto will be charged separately at prices as they apply on the day of delivery or service.
5. Changes in price. Prices quoted by JuAnMa BV are based on the purchase prices, taxes and other such factors applicable at the time of listing.

6. If, after the conclusion of the agreement, one or more of the above factors undergo changes, JuAnMa BV is entitled to change the agreed price.
7. Payment Term. All invoices will be paid by the Client in accordance with the agreed payment conditions and stated on the invoice.
8. In the absence of such conditions, the Client must pay within 14 days of the invoice date.
9. Default. If the Client does not pay the amounts due within the agreed period, the Client will be in default by operation of law.
10. The Client will owe the statutory interest on the outstanding amount, without prejudice to its other obligations.
11. Recovery Costs. Costs of collection, both judicial and extrajudicial, are at the expense of the Client, with a minimum of € 250.
12. Order of Payment Payments made by the Client are always intended to pay in the first place all interest and costs due and in the second place of invoices that are due and payable for the longest period of time.

Article 4 Complaint / Objection to invoice

1. If the Client objects to an invoice from JuAnMa BV, it must do so within 8 days of the invoice date. If the Client does not submit a complaint in time, its right to correction of the invoice will lapse.
2. Consequences of complaint. A complaint from the Client does not suspend its payment obligations. This means that despite the objection, the Client must pay the invoice within the agreed period.
3. Client's duty to investigate. It is the Client's responsibility to immediately examine the goods, services and works for visible defects upon receipt of the goods, services and works. If visible defects have been found, the Client must complain about this in writing to JuAnMa BV within 8 days of receipt.
4. Guarantees and complaints procedure. In addition to the Client's obligation to complain in a timely manner in the event of visible defects, the Client can also claim guarantees given by JuAnMa BV. The complaints procedure drawn up by JuAnMa BV and which can be found on the website applies to this.
5. Burden of proof in the event of a complaint. In the event of a complaint from the Client, the burden of proof rests on the Client that the delivered goods do not comply with the agreement. If JuAnMa BV deems the complaint to be well-founded, it will proceed to repair or replace the delivered goods.
6. Limitation period. A complaint from the Client is only valid if it is made within a reasonable period of time. A reasonable period is not mentioned in the law, but in practice a period of 2 months after discovery of the defect is considered reasonable. Complaints submitted after this period will not be processed.

Article 5 Dissolution And Termination

1. Dissolution by JuAnMa BV. JuAnMa BV may, without being obliged to pay any compensation on this basis, dissolve its agreement with the Client in whole or in part in writing with immediate effect and without judicial intervention if: if
 - a. the Client applies for a moratorium or bankruptcy or is declared bankrupt or offers a composition outside bankruptcy, or any part of its assets is seized;
 - b. the Client is placed under administration or guardianship;
 - c. the statutory debt restructuring scheme is pronounced with regard to the Client;
 - d. the Client ceases its activities, ceases to pursue its statutory purpose, decides to liquidate, otherwise loses its legal personality or transfers or merges its business;
 - e. the Client fails to comply with one or more obligations arising from the agreement in question, or fails to do so in a timely manner or properly.
2. Effects of dissolution. As a result of the dissolution, existing claims on both sides become immediately due and payable.
3. The provisions of the previous paragraph do not affect the other rights of JuAnMa BV in the event of a failure to comply with the Client, such as those to claim compensation and/or performance of the agreement.
4. Termination by the parties. If the nature and content of the agreement cannot be by means of a specific performance and has been entered into for an indefinite period of time, it may be terminated by either party by written notice after proper consultation and stating reasons.
5. If no notice period has been agreed between the parties, a reasonable period of notice shall be observed in the termination.
6. In that case, JuAnMa BV will never be obliged to pay compensation due to termination.

Article 6 Termination or Suspension of the Agreement

1. If, due to force majeure, compliance with the agreement without breach is not possible for JuAnMa BV, it has the right to terminate the agreement in whole or in part or to temporarily suspend the execution of the agreement, without being obliged to pay any compensation.
2. Definition of force majeure. Force majeure is understood to mean a circumstance that prevents the fulfilment of the agreement and is not attributable to JuAnMa BV. Examples include strikes and staff illness, business disruptions, government measures and transport disruptions. Both if these occur at JuAnMa BV and at its suppliers.
 - a. Partial performance. If JuAnMa BV has already partially fulfilled its obligations before the occurrence of force majeure, or will only be able to partially meet its obligations due to the occurrence of force majeure, it is entitled to invoice the part already delivered or deliverable separately. The Client is obliged to pay this invoice as if it were a separate agreement.
 - b. Invoking force majeure after expiry date. JuAnMa BV has the right to invoke force majeure, even if the non-attributable circumstance that prevents the fulfilment of its obligation only occurs after it should have fulfilled its obligation.

Article 7 Liability

1. Limitations on Liability. JuAnMa BV is not liable for damage except in the cases described in this article.
2. Exclusion of indirect damages. JuAnMa BV is not liable for indirect damages, including consequential damages, lost profits, missed savings and damage due to business interruption.
3. Limitation of Direct Damages. JuAnMa BV is only liable for direct damage resulting from an attributable failure in its obligations under the agreement or from an unlawful act, up to the amount equal to the amounts invoiced or to be invoiced to the Client on the basis of the agreement, excluding VAT and other government levies, up to a maximum of € 50,000.
4. Conditions of Liability. The liability of JuAnMa BV only arises if the Client has given JuAnMa BV written and proper notice of default, setting a reasonable period to remedy the shortcoming, and JuAnMa BV continues to imputably fail to comply with its obligations even after that period.
5. Force Majeure. JuAnMa BV is not liable if a shortcoming is the result of force majeure.
6. Exception to Restrictions. The limitations included in this article do not apply if the damage is the result of intent or gross negligence on the part of JuAnMa BV or its managerial subordinates.
7. Limitation period. Any liability of JuAnMa BV shall lapse by the lapse of one year, counting from the moment the damage occurred, on the understanding that any liability of JuAnMa BV shall in any case lapse by the lapse of one year, counting from the end of the agreement with which the damage is most closely related.

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Article 8 Indemnification

1. Indemnification in the event of non-performance of obligations. The Client indemnifies JuAnMa BV against all possible claims from third parties that have arisen as a result of the Client's failure to comply with the Client's obligations pursuant to an agreement and these general terms and conditions.
2. Indemnification in the event of damage. The Client further indemnifies JuAnMa BV against claims from third parties with regard to damage arising in connection with the execution of an assignment. If the Client is sued by a third party for the purpose of with regard to damage for which the Client and/or the third party can or will hold JuAnMa BV (jointly) liable, the Client must inform JuAnMa BV in writing within 8 days of the claim by the third party.
3. Settlement of claims. The Client will only settle such claims in consultation with JuAnMa BV on pain of forfeiture of the Client's claims against JuAnMa BV.

Article 9 Confidentiality

1. The parties acknowledge the confidential nature of the information they receive from each other in the context of the agreement. They undertake to keep all confidential information confidential and to use it only for the purpose for which it was provided.

2. Confidential information means any information, in any form, which has been designated as confidential by any of the parties or which may reasonably be expected to be confidential in nature.
3. The parties shall take all reasonable measures to protect the confidential information and shall not disclose this information to third parties, except insofar as this is necessary for the execution of the agreement or if they are legally obliged to do so.
4. The obligation of confidentiality shall remain in force even after termination of the agreement.
5. If a Party is required to disclose information to a third party, for example to a government agency or a regulator, the Party concerned shall promptly notify the other Party, unless a statutory provision prohibits the Party concerned from notifying the other Party.
6. In the event of a breach of confidentiality, the breaching party shall be liable for the damage suffered by the other party as a result.

Article 10 Disputes And Applicable Law

1. Dispute resolution If disputes arise between the Client and JuAnMa BV that can not be settled amicably, they will be submitted to the competent court in Arnhem. Both parties will comply with the verdict of this court ruling.
2. Governing Law . All agreements between the Client and JuAnMa BV are governed by Dutch law. Any disputes between the parties will be settled in accordance with Dutch law and jurisprudence.