

STANDERD TERMS OF SALE VOID ACOUSTICS BENELUX

Article 1 - Applicability

These conditions apply to all orders and agreements concluded with VOID Acoustics Benelux, unless agreed otherwise in writing. Terms that deviate from these conditions apply only if these have been confirmed by us and apply only to the contract under which they were made.

Article 2 - Quotations; conclusion of a contract

2.1 All of our price quotations are without obligation, unless they contain a deadline for acceptance.

2.2 Quotations will be taken into order process after receiving a down payment of at least 50% of the total amount, 75% for orders in customized colour or deadlines shorter than 8 weeks.

2.3 Down payment is expected within 20 days after signing a contract.

Article 3 - Prices

3.1 All prices include VAT and other taxes unless explicitly stated otherwise.

3.2 If our costs increase after the signing of a buyer's agreement we are entitled to pass on these additional costs to the other party. If these cost increases occur within three months of signing the agreement with the other party, and the other party is a natural person not acting in the exercise of a profession or business, that party is entitled to terminate the agreement with us.

Article 4 Orders

Orders and any Buyers Agreement only bind VOID Acoustics Benelux after they have been confirmed in writing and by a signed contract, and if the required deposit has been received by us.

Article 5 - Delivery and order execution

5.1 Agreed delivery times are not firm dates, unless agreed otherwise in writing. Orders can have a delivery delay of maximum 10 weeks after receiving the first down payment due to production times or logistical issues.

5.2 We deliver to your location unless expressly agreed otherwise in writing.

5.3 Delivery of the goods purchased at Void Acoustics Benelux is complete:

(a) when these goods are delivered by Void Acoustics Benelux to the address of the buyer's party.

(b) when the buyer collects the order at VOID Acoustics Benelux himself after VOID Acoustics has confirmed in writing that all goods are ready for collection. In this case goods have to be collected within 7 days of this notice, where after VOID Acoustics Benelux will be entitled to charge additional storage costs to the buyer.

5.4 From the moment of delivery all delivered products will become the responsibility of the buyer.

5.5 The other party is obliged to inspect the delivered goods immediately upon delivery for any shortcomings or visible damages, or to carry out this check after notification of VOID Acoustics Benelux that the goods are made available to the other party.

5.6 Any shortcomings or damages to goods delivered to the other party must be immediately reported in writing and confirmed by both parties on the delivery note, the invoice and / or the transport documents. Failing to do so means that the goods delivered are deemed to comply with the agreement and therefore complaints are no longer considered.

5.7 VOID Acoustics Benelux is entitled to deliver in parts. For partial deliveries VOID Acoustics Benelux is entitled to invoice separately. The other party is then obliged to pay in accordance with the provisions in Article 8 below regarding "Payment".

Article 6 - Repairs

Repairs and maintenance of products will be executed to our best knowledge and abilities. VOID Acoustics Benelux strives to perform all repairs within 14 days of receiving the equipment. VOID Acoustics Benelux is dependent on the availability of technical components from its suppliers. VOID Acoustics Benelux can never be held liable for a longer than usual period for repairs when the required parts are temporarily not available.

Article 7 - Retention of property/ownership

All goods supplied by VOID Acoustics Benelux remain our legal property in full until the other party has paid the total costs of these goods and the materials, installation and labour costs concerning the system COMPLETELY. In addition, the other party is liable for any costs related to collection, legal costs and statutory interest in case of repossession. The other party is not entitled to sell, give away, lend out, repair or damage the delivered goods until they are paid in full. If (part of) a delivered order is not paid in full, including installation costs, within 30 days of delivery, VOID Acoustics is at all times entitled to reprocess the entire sound system. VOID Acoustics Benelux cannot be held responsible for any damages suffered by repossession.

Article 8 - Payment and default

8.1 Payment must be made by bank transfer or in cash prior to delivery or at the latest at the time of delivery. Goods that are not paid in full will not be installed in any circumstance and will be returned in unopened packaging to VOID Acoustics UK.

If agreed in writing that a part of the provided services or products concerning a sound system or installation will be delivered on account; the payment of these goods and/or services will have to be made within a period of 30 days after delivery.

8.2 If the goods are delivered in parts, we are entitled to demand payment of a proportionate share of the total agreed price.

8.3 Unpaid or partially unpaid orders will be reprocessed at all times. Legal costs, interest and legal costs will be charged to the other party.

Article 9 Complaint reports

9.1 Complaints about the quantity and visible damages should be reported immediately upon delivery of the goods in writing on the invoice and / or the transport documents and / or delivery or in writing VOID Acoustics Benelux within 5 (five) days after delivery.

9.2 Complaints regarding the quality or of any another nature must be made in writing to VOID Acoustics Benelux within 8 (eight) days after the reported discovery of the defect.

9.3 The complaints will be examined as soon as possible after receipt by VOID Acoustics Benelux. The party will therefore allow representatives of VOID Acoustics Benelux to study or examine the relevant goods at the venue.

In response, VOID Acoustics Benelux decides whether the complaint is justified. If so, the client will send the items for return or VOID Acoustics Benelux will remove the goods at its own expense and replace them as soon as possible, or a discount will be offered to the client. If both parties can't agree if a complaint is justified or not, an appointed external independent expert will be consulted to decide on the matter.

9.4 Submitting a complaint after delivery and installation does not release the other party from its obligation of payment towards VOID Acoustics Benelux in any circumstance.

Article 10 - Guarantees

10.1 All VOID Acoustics products come with a 3-year warranty.

10.2 The warranty covers the repair or complete replacement of the device. All other operations and expenses that may come in addition such as visiting your location, removal or reconnection of the equipment, delivery etc. are not covered by the warranty and are for the client's expense.

10.3 Damages to products caused by external influences such as mistreatment or overpowering is not covered by warranty.

Article 11 - Liability

11.1 Our liability is limited to the fulfilment of the guarantee obligation referred to in Article 10. Any claim for technical damages due to technical errors of the sound system is excluded.

11.2 If we are liable, for whatever reason, our liability shall always be limited to the amount of the price paid to us for the sound system.

Article 12 Disputes. Applicable law. Competent court

12.1 The agreement with the other party is governed exclusively by Dutch law.

12.2 All disputes shall be settled exclusively by the Dutch competent court, even if the other party is located abroad and even if a Treaty provision would designate a foreign judge as competent. VOID Acoustics Benelux, however, reserves the right to choose to settle the dispute with a foreign Party at a foreign competent court. If the dispute is within the absolute jurisdiction of the District Court, the District Court of Amsterdam has jurisdiction.

