

# GENERAL TERMS AND CONDITIONS

TAPP-E B.V. (version 7th of July 2022)



tapp·e

**These general terms and conditions (the Terms) apply to the sale and use of our products and services. Please read these Terms carefully, and contact us if you have any questions.**

## 1. ABOUT TAPP-E

Tapp-E B.V. is a company registered in the Netherlands (Tapp-E, we, our and us) and our office is at Habraken 2320, 5507 TL Veldhoven, the Netherlands. We are registered at the Dutch Chamber of Commerce under number 81702426. We operate the website [www.tapp-e.com](http://www.tapp-e.com) (the Website).

## 2. THE CONTRACT

- 2.1 These Terms apply to every offer made by us and to every agreement that has been concluded between Tapp-E and you (each a Contract) and all products and/or services provided by us to you.
- 2.2 Before any Contract is concluded, you will be provided with these Terms (electronically) in such a way that you can easily save them. Please keep a copy of these Terms and the Contract for your records. You can view an up-to-date copy of the Terms at any time on our Website. You can also request a new a copy of the Terms using via the Website.
- 2.3 By accepting these Terms, you acknowledge and confirm you are not a consumer and therefore do not enter a Contract with us outside your business or professional activities. These Terms and the Contract are provided to you and concluded in English. You agree that we may communicate with you in the English language.

## 3. YOUR ORDER

- 3.1 You can place an order by email or via the Website. Each order is considered an offer by you to buy the products and/or services specified in the order subject to these Terms.

- 3.2 Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted by you is complete and accurate.
- 3.3 After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. We shall have accepted your order when we have sent an email to you confirming our acceptance, at which moment the Contract comes into existence.
- 3.4 If we are unable to supply you with the products and/or services for any reason, we will inform you by email and we will not process your order. If you have already paid for the products and/or services, we will refund the full amount.

## 4. OUR PRODUCTS AND SERVICES

- 4.1 Our offers explicitly describe whether it is valid for a limited period and/or is subject to other (special) conditions. The information we provide in relation to any offer is sufficiently detailed for you to properly assess the offer. Each offer clearly describes your rights and obligations related to the acceptance of the offer.
- 4.2 We only supply the products and services for internal use by your business, and you agree not to use the products for any resale purposes unless we have agreed otherwise in writing.
- 4.3 The images of the products on our Website are for illustrative purposes only.
- 4.4 We reserve the right to amend the specification of our products and services from time to time, whether required by applicable statutory or regulatory requirements or for any other reason.



## 5. ACCEPTANCE AND DEFECTIVE PRODUCTS

- 5.1 Subject to clause 10.2, we will, at our option, repair or replace the defective products, or refund the price of the defective products in full if:
- (a) notice is given to us:
    - (i) in the case of a defect that is apparent on normal visual inspection, within three business days of delivery;
    - (ii) in the case of a latent defect, within a reasonable time of the latent defect having become apparent with a maximum of two weeks; and
  - (b) we are given a reasonable opportunity to examine the products; and
  - (c) we ask you to do so, you return the products to us at your own costs.
  - (d) none of the events listed in clause 5.2 apply.
- 5.2 If you fail to give notice of rejection in accordance with clause 5.1, you shall be deemed to have accepted the products. We shall not be liable for a product's failure to comply with the obligations set out in clause 10.1 in any of the following events:
- (a) you make any further use of those products after giving notice in accordance with clause 5.1;
  - (b) the defect arises because you failed to follow our oral or written instructions for the storage, commissioning, installation, use and maintenance of the products or (if there are none) good trade practice regarding the same;
  - (c) you alter or repair the products without our written consent;
  - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (e) the products differ from their the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.3 Once we have complied with this clause 5, we shall have no further liability to you for the products' failure to comply with clause 10.1.

## 6. DELIVERY

- 6.1 We will contact you with an estimated delivery date, which will be within thirty (30) days after the date on which we email you to confirm our acceptance of your order. Delivery times and dates are approximate only, and are not binding or fatal in any way.
- 6.2 We reserve the right to deliver orders by instalments. Orders delivered by instalments may be invoiced separately by us. Delivery is complete once the products have been unloaded at the address for delivery set out in your order, and the products will be at your risk from that time.
- 6.3 You own the products once we have received payment in full, including of all applicable delivery charges.
- 6.4 If we fail to deliver the products, our liability is limited to the cost of obtaining replacement products of a similar description and quality.

However, we will not be liable if you failed to provide adequate delivery instructions.

- 6.5 If you fail to take delivery within fourteen (14) days after the day on which we notified you that the products were ready for delivery, we may resell part of, or all the products, and may charge to you any reasonable storage and selling costs.

## 7. INTERNATIONAL DELIVERY

On our Website, you will find in what jurisdictions we will deliver our products. You may also contact us if you would like us to deliver a product in country not published on our Website, in which case we will try to find a suitable solution with you.

## 8. PRICES AND DELIVERY CHARGES

- 8.1 The prices of the products and services will either be quoted on our Website or provided to you separately in writing before you submit your order. We take all reasonable care to ensure that the prices of the products and services are correct at the time when the relevant information was entered onto the system.
- 8.2 We reserve the right to review and, where appropriate, amend the prices of products and services at any moment in time, provided that the prices of any confirmed orders shall not be subject to such price amendment.
- 8.3 All prices exclude VAT (where applicable), at the applicable current rate chargeable in the Netherlands for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the products in full before the change in VAT takes effect.
- 8.4 The price of the products does not include delivery charges.
- 8.5 We sell a large number of products through our Website. It is always possible that, despite our reasonable efforts, some of the products on our Website may be incorrectly priced. We are not bound by any obvious errors or mistakes in the offer or on the Website. If we discover an error in the price of the products you have ordered, we will contact you to inform you of this error and we will give you the option of continuing to purchase the products at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the products and refund you any sums you have paid.



## 9. PAYMENT TERMS

Products, services and applicable delivery charges will be charged in advance.

Any unforeseen additional (installation) services will be communicated by Tapp-E and charged in arrears. All amounts due shall be paid by you in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 10. WARRANTY

- 10.1 The products are intended for the use only in the Netherlands and Belgium only. The products supplied to you under the Contract shall at the moment of delivery (i) substantially conform to the specifications provided by us and (ii) comply with all applicable statutory and regulatory requirements in the Netherlands. We do not warrant that the products comply with the laws, regulations or standards outside the Netherlands and Belgium, and will only be liable to you for the products' failure to comply with the warranty set out in this clause 10.1 to the extent set out in this clause 10.
- 10.2 We will not be liable for breach of the warranty set out in clause 10.1, if:
- you make any further use of the products after giving notice to us under clause 10.1;
  - the defect arises as a result of us following any drawing, design or specification supplied by you;
  - you alter or repair the products without our written consent;
  - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
  - the products differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; and/or
  - you have not filed a complaint with us within 1 month after you became aware or should have been aware of the relevant breach and/or defect.
- 10.3 These Terms also apply to any repaired or replacement products supplied by us to you.
- 10.4 We provide the services 'as is' and specifically disclaim all warranties, express or implied. We are not responsible in ensuring the services fulfil your requirements, needs or wants.

## 11. LIMITATION OF LIABILITY

- 11.1 As the owner of our Product, you shall be responsible for the use of the Product in accordance with the applicable laws.
- 11.2 If we fail to comply with one or more of our obligations under the Contract, you will give written notice of default to us, unless complying already is permanently impossible in which event we will be in default. At giving notice of default, you shall grant us 30 days to comply if the default is deemed minor and 15 days in the event of more material faults.

If, thereafter, the we still fail to comply, we will be in default.

- 11.3 Any damages must be claimed in writing as soon as possible. Each claim for compensation against us shall be barred by the mere expiry of a period of 3 months following the inception of the claim unless you have instituted a legal action for damages prior to the expiry of this period.
- 11.4 Our aggregate liability to you for all losses arising under or in connection with the Contract (contractually or non-contractually) will not exceed 100% of the purchase price of the products and/or services in the relevant order.
- 11.5 We are not liable for any losses or damages suffered by you in connection with the Contract, save for damages caused by our intent or conscious recklessness.
- 11.6 We will under no circumstances be liable to you for any indirect or consequential loss, including but not limited to lost profits, lost revenue, loss of business or opportunity, business interruption, loss of anticipated savings, loss of goodwill or reputation, and loss or corruption of data, information or software.
- 11.7 We will use reasonable efforts to make the services and portal available to you, but we are not liable to you for any loss or damage arising if they are unavailable at any time, or if access is interrupted.

## 12. TERMINATION

- 12.1 Without limiting any of our other rights, we may suspend the delivery of the products to you, or terminate the Contract with immediate effect, by giving written notice to you if:
- you commit a breach of any term of the Contract and fail to remedy that breach within 7 days of you being notified in writing to do so;
  - you fail to pay any amount due under the Contract on the due date for payment;
  - you are unable to pay your debts, you suspend your payments, you file for bankruptcy, you are declared bankrupt, or you are or are likely to become the subject of any other insolvency event.

## 13. TAPP-E PORTAL

- 13.1 We will do our utmost best to make the Tapp-E portal available 24 hours a day, 7 days a week, but do not guarantee that the portal will be fully operational at any time. We make no warranties of any kind in relation to the portal.
- 13.2 Your use of the portal is subject to additional terms and conditions.

## 14. PUBLICITY

We shall have the right to use your company's name and logo for commercial and promotional purposes, unless you prohibit us to do so.



## 15. PRIVACY AND DATA PROTECTION

- 15.1 We shall comply with any obligations related to the protection of personal data under applicable data protection laws. We shall further take suitable technical and organizational measures to secure the electronic transfer of (personal) data and will ensure a safe web environment. We keep your personal data safe and process any personal data we receive in accordance with our privacy and cookie policy, which can be found <http://tapp-e.com/privacy>.

## 16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 All (pre-existing) intellectual property rights are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the intellectual property rights has been derived).
- 16.2 We hereby grant to you, or shall procure the direct grant to you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use and receive the products in accordance with the Contract.

## 17. QUESTIONS AND COMPLAINTS

- 17.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +31 851128 860 or write to us at [info@tapp-e.com](mailto:info@tapp-e.com) or Habraken 2320, 5507 TL Veldhoven, The Netherlands. If you are emailing or writing us, please include details of your order to help us identify it.
- 17.2 If you wish to make a complaint, please clearly indicate that you are making a complaint to us. This helps us to distinguish a complaint from a query. We will aim to deal quickly and fairly with any complaint in accordance with our obligations under applicable law. We may ask for additional clarification when complaints are insufficiently explained and/or substantiated. If we are unable to resolve your complaint amicably, you have the right to submit the dispute to the competent court.

## 18. OTHER

- 18.1 The applicability of title 1 of book 7 of the DCC and sections 6:228 and 6:230 of the DCC are hereby excluded.
- 18.2 A person who is not a "party" to the Agreement may not enforce any rights pursuant to sections 6:253 and 6:254, paragraph 2, of the DCC. If a person who is not a party wishes to enforce any right deriving from the Contract, We have at all times have the right to and may at all times agree to revoke or limit such third party stipulation (derdenbeding). In the event any third party stipulation is accepted by a third party, such third party will not become a party to the Contract.
- 18.3 Changes to the Terms. We may, at any time, change or delete any provision, or add new provisions to these Terms. We will timely notify you of any changes to the Terms.
- 18.4 Assignment. We can assign or transfer our rights and obligations under the Contract to any (in)direct affiliates or any third party, for which assignment you hereby give your prior consent.
- 18.5 Severance. Each paragraph of these Terms operates separately. If any court of relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.6 Notices. Any regular notices can be sent via e-mail. Any legal notices or other documents to be served under the Contract may only be delivered or sent by registered post to the party to be served at its address set out in the Contract, or at any other address or to any other addressee as it may have notified to the other party.
- 18.7 Governing law and jurisdiction. These Terms and the Contract will be construed in accordance with and governed by Dutch law (excluding its conflict of law rules). The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded. You irrevocably agree to submit all disputes arising out of or in connection with these Terms and/or the Contract to the exclusive jurisdiction of the court of Oost-Brabant, location 's Hertogenbosch, the Netherlands.

