

General Terms and Conditions of Liiontek

Email: info@liiontek.com

Website: www.liiontek.com

Article 1 - Definitions

1. Liiontek: Liiontek B.V., located in Heerhugowaard, Chamber of Commerce number 94684219.
2. Customer: the party with whom Liiontek has entered into an agreement.
3. Parties: Liiontek and the Customer together.
4. Consumer: a Customer who is also an individual acting in a private capacity.

Article 2 - Applicability

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements, and deliveries of services or products by or on behalf of Liiontek.
2. Liiontek and the Customer may only deviate from these terms and conditions if agreed in writing.
3. Liiontek and the Customer expressly exclude the applicability of the Customer's or third parties' general terms and conditions.

Article 3 - Prices

1. Liiontek uses prices in euros, including VAT and excluding any additional costs such as administrative or shipping costs, unless otherwise agreed in writing.
2. Liiontek may always change the prices of its services and products on its website and in other communications.
3. Increases in the cost price of products or components thereof, which Liiontek could not foresee at the time of making the offer or concluding the agreement, may lead to price increases.
4. The Consumer has the right to cancel the agreement due to a price increase under paragraph 3, unless the increase is the result of a legal regulation.

Article 4 - Samples and Models

1. If the Customer has received a sample or model of a product, they may not derive any rights from it other than that it is an indication of the nature of the product, unless it is agreed in writing that the products to be delivered correspond to the sample or model.

Article 5 - Payments and Payment Terms

1. Liiontek may require an advance payment of up to 50% of the agreed amount when entering into the agreement.
2. The Customer must pay an invoice within 14 days after delivery.
3. The payment terms used by Liiontek are strict payment terms. This means that if the Customer does not pay the agreed amount by the last day of the payment term, they are automatically in default without Liiontek needing to send a reminder or formally declare default.

4. Liiontek may make delivery conditional on immediate payment or require security for the total amount of the services or products.
5. The Customer must pay for products immediately.

Article 6 - Right of Reclamation

1. If the Customer is in default, Liiontek may invoke the right of reclamation regarding the unpaid products delivered to the Customer.
2. Liiontek exercises its right of reclamation by written or electronic notification to the Customer.
3. Once the Customer has been notified of the invoked right of reclamation, they must immediately return the relevant products to Liiontek, unless otherwise agreed in writing.
4. The Customer bears the costs for retrieving or returning the products under paragraph 3.

Article 7 - Right of Withdrawal for Consumers

1. A Consumer may cancel an online purchase within 14 days after purchase without giving a reason. This right of withdrawal does not apply if:
 - The product has been used.
 - The product is perishable, such as food or flowers.
 - The product is custom-made or adapted for the Consumer.
 - The product cannot be returned for hygienic reasons, such as underwear or swimwear.
 - The seal is broken for data carriers with digital content, such as DVDs or CDs.
 - The product or service concerns accommodation, travel, restaurant services, transport, catering, or leisure activities.
 - The product is a loose magazine or newspaper.
 - The Consumer has waived their right of withdrawal.
2. The 14-day withdrawal period under paragraph 1 begins:
 - On the day after the Consumer receives the last product or part of one order.
 - As soon as the Consumer confirms they will access digital content online.
3. The Consumer may exercise their right of withdrawal by sending an email to info@liiontek.com, optionally using the withdrawal form available on Liiontek's website, www.liiontek.com.
4. The Consumer must return the product within 14 days after sending the email under paragraph 3.
5. If the Consumer does not return the product within 14 days after notifying their withdrawal, their right of withdrawal lapses.

Article 8 - Reimbursement of Delivery Costs

1. If the Consumer withdraws their purchase on time and returns the complete order to Liiontek on time, Liiontek will reimburse any shipping costs paid by the Consumer within 14 days after receiving the timely and fully returned order.
2. Delivery costs are only borne by Liiontek if the complete order is returned.

Article 9 - Reimbursement of Return Costs

1. If the Consumer exercises their right of withdrawal and returns the complete order on time, the Consumer bears the return costs.

Article 10 - Right of Suspension

1. Unless the Customer is a Consumer, they waive the right to suspend the performance of any obligation arising from this agreement.

Article 11 - Right of Retention

1. Liiontek may exercise its right of retention and retain the Customer's products until the Customer has paid all outstanding invoices to Liiontek, unless the Customer has provided sufficient security for these costs.
2. The right of retention also applies based on previous agreements under which the Customer still owes money to Liiontek.
3. Liiontek is not liable for any damage the Customer suffers due to the exercise of its right of retention.

Article 12 - Set-Off

1. Unless the Customer is a Consumer, they waive the right to set off a debt to Liiontek against a claim on Liiontek.

Article 13 - Retention of Title

1. Liiontek retains ownership of all delivered products until the Customer has paid all outstanding invoices to Liiontek related to the underlying agreement, including claims due to non-performance.
2. Until the time under paragraph 1, Liiontek may exercise its retention of title and reclaim the goods.
3. Before ownership is transferred to the Customer, the Customer may not pledge, sell, transfer, or otherwise encumber the products.
4. If Liiontek exercises its retention of title, the agreement is terminated, and Liiontek may claim compensation, lost profits, and interest from the Customer.

Article 14 - Delivery

1. Delivery is subject to availability.
2. Delivery takes place at Liiontek, unless otherwise agreed.
3. Delivery of online orders takes place at the address specified by the Customer.
4. If the Customer does not pay the agreed amounts on time, Liiontek may suspend its obligations until the Customer pays.
5. In case of late payment, there is creditor default, and the Customer cannot hold Liiontek responsible for delayed delivery.

Article 15 - Delivery Time

1. Liiontek's delivery times are indicative. If delivery is delayed, the Customer cannot derive any rights from this, unless otherwise agreed in writing.

2. The delivery period begins when the Customer completes the ordering process and receives confirmation from Liiontek.
3. The Customer is not entitled to compensation and may not cancel the agreement if Liiontek delivers later than agreed. The Customer may cancel the agreement if this is agreed in writing or if Liiontek cannot deliver within 14 days after being notified in writing, or if the Customer and Liiontek have agreed otherwise.

Article 16 - Actual Delivery

1. The Customer must ensure that the actual delivery of their ordered products can take place on time.

Article 17 - Transport Costs

1. The Customer bears the transport costs, unless otherwise agreed in writing between the Customer and Liiontek.

Article 18 - Packaging and Shipping

1. If the packaging of a delivered product is opened or damaged, the Customer must have the carrier note this before accepting the product. If the Customer fails to do so, they cannot hold Liiontek liable for any damage.
2. If the Customer arranges the transport of a product themselves, they must report any visible damage to the product or packaging to Liiontek before transport. If the Customer fails to do so, they cannot hold Liiontek liable for any damage.

Article 19 - Storage

1. If the Customer takes delivery of ordered products later than the agreed delivery date, the risk of any quality loss is entirely the Customer's.
2. Any additional costs due to early or late collection of products are entirely the Customer's responsibility.

Article 20 - Assembly and/or Installation

1. Although Liiontek strives to perform all assembly and/or installation work as well as possible, it bears no responsibility for this except in cases of intent or gross negligence.

Article 21 - Warranty

1. The warranty on products only covers defects caused by faulty manufacturing, construction, or materials.
2. The warranty does not cover:
 - Normal wear and tear.
 - Damage caused by accidents.
 - Damage caused by modifications to the product.
 - Damage due to negligence or improper use by the Customer.
 - Cases where the cause of the defect cannot be clearly determined.

3. The risk of loss, damage, or theft of the products that are the subject of an agreement between the parties passes to the Customer at the moment they are legally and/or actually delivered, or come into the possession of the Customer or a third party acting on their behalf.

Article 22 - Indemnification

1. The Customer indemnifies Liiontek against all claims by third parties related to the products and/or services delivered by Liiontek.

Article 23 - Complaints

1. The Customer must inspect a product delivered or service provided by Liiontek as soon as possible for any defects.
2. If a delivered product or service does not meet what the Customer could reasonably expect, the Customer must notify Liiontek within 1 month of discovering the defect.
3. A Consumer must notify Liiontek within 2 months of discovering the defect.
4. The Customer must provide a detailed description of the defect so that Liiontek can respond appropriately.
5. The Customer must demonstrate that the complaint relates to an agreement between the Customer and Liiontek.
6. If a complaint concerns ongoing work, the Customer cannot demand that Liiontek perform work other than what was agreed.

Article 24 - Notice of Default

1. The Customer must communicate any notice of default to Liiontek in writing.
2. The Customer is responsible for ensuring that their notice of default reaches Liiontek on time.

Article 25 - Liability of the Customer

1. If Liiontek enters into an agreement with multiple Customers, each of them is jointly and severally liable for fulfilling the obligations under that agreement.

Article 26 - Liability of Liiontek

1. Liiontek is only liable for damage suffered by the Customer if the damage is caused by intent or deliberate recklessness.
2. If Liiontek is liable for damage, this only applies to direct damage related to the performance of an underlying agreement.
3. Liiontek is not liable for indirect damage, such as consequential damage, lost profits, or damage to third parties.
4. If Liiontek is liable, its liability is limited to the amount paid out by a professional liability insurance. If no insurance is in place or no payment is made, liability is limited to the (portion of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, and descriptions on the website or in a catalog are indicative only and cannot lead to any compensation, termination, or suspension.

Article 27 - Limitation Period

1. Any right of the Customer to compensation from Liiontek lapses 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code.

Article 28 - Termination

1. The Customer may terminate the agreement if Liiontek is at fault in fulfilling its obligations, unless the breach does not justify termination due to its minor nature or significance.
2. If Liiontek can still fulfill its obligations, termination can only occur after Liiontek is in default.
3. Liiontek may terminate the agreement with the Customer if the Customer does not fully or timely fulfill their obligations under the agreement, or if Liiontek becomes aware of circumstances that give it reasonable grounds to believe the Customer will not fulfill their obligations.

Article 29 - Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a breach by Liiontek cannot be attributed to Liiontek if it is due to force majeure.
2. Force majeure under paragraph 1 includes:
 - Emergencies such as civil war or natural disasters.
 - Default or force majeure of suppliers, carriers, or others.
 - Power, electricity, internet, computer, or telecom failures.
 - Computer viruses.
 - Strikes.
 - Government measures.
 - Transport problems.
 - Bad weather conditions.
 - Work interruptions.
3. If a force majeure event prevents Liiontek from fulfilling one or more obligations to the Customer, those obligations are suspended until Liiontek can fulfill them.
4. If a force majeure event lasts at least 30 calendar days, both the Customer and Liiontek may terminate the agreement in whole or in part in writing.
5. Liiontek is not required to compensate the Customer in a force majeure situation, even if Liiontek benefits from it.

Article 30 - Amendment of the Agreement

1. If it is necessary to amend a concluded agreement for its execution, the Customer and Liiontek may adjust the agreement.

Article 31 - Amendment of General Terms and Conditions

1. Liiontek may amend these general terms and conditions.
2. Liiontek may always make minor amendments.

3. Significant amendments will, as much as possible, be discussed with the Customer in advance.
4. A Consumer may terminate the underlying agreement in case of a significant amendment to the general terms and conditions.

Article 32 - Transfer of Rights

1. The Customer may not transfer rights under an agreement with Liiontek to others without Liiontek's written consent.
2. This provision has proprietary effect as per Article 3:83(2) of the Dutch Civil Code.

Article 33 - Consequences of Invalidity or Voidability

1. If one or more provisions of these general terms and conditions are invalid or voidable, this does not affect the remaining provisions.
2. An invalid or voidable provision will be replaced by a provision that comes closest to what Liiontek intended when drafting the terms and conditions.

Article 34 - Applicable Law and Competent Court

1. These general terms and conditions are governed by Dutch law.
2. The court in the district of Liiontek's registered office has exclusive jurisdiction over any disputes between the Customer and Liiontek, unless the law provides otherwise.

Drafted on January 1, 2025.