



Terms and Conditions

Terms and Conditions Vareya Fulfilment

1. General

1.1 These terms and conditions apply to all special offers and offers of Vareya Webwinkel Fulfilment, (hereinafter: Vareya) as well as on all agreements to be concluded by Vareya and work activities following from it, the delivery of goods and rendering of services included, as well as ruling out the terms and conditions of the client.

1.2 Deviations from these conditions need to be expressly agreed upon in writing. Deviations will then only apply for the concerning special offers and agreements to which these apply.

1.3 If Vareya does not continuously require the strict compliance to these conditions, then this does not mean that these conditions do not apply and/or that Vareya loses the right to require strict compliance to these conditions in the future, whether these are similar cases or not.

1.4 The nullification and/or nullity of any provision of these conditions does not affect the validity of the other provisions of these conditions. The contrary, not legally valid provision, is considered to be replaced by a provision which is as close as possible to the intent and scope of the original provision.

1.5 The present conditions also apply to agreements with Vareya, for which third parties need to be involved by Vareya for its execution.

2. Offers and special offers

2.1 All offers and price indications of Vareya are free of obligation. 2.2 All amounts specified in a special offer and/or order confirmation are excluding VAT and in Euro, unless agreed upon otherwise in writing. 2.3 For setting the prices, Vareya based itself on the information, numbers and turnover expectations made available to Vareya by its clients. All in accordance with the explanations set out in the offer and/or order confirmation. Not expressly specified work activities, services and reports as well as unforeseen, unexpected and/or structural additional work may be charged on the basis of specification.

2.4 Sale and/or delivery agreements are formed by an assignment of the client to this purpose. If this occurs orally, then the written confirmation by Vareya, without prejudice to other resources, applies as proof of the order.

2.5 Vareya reserves the right to adjust the price agreements for its service provision every year on 1 January. The client will be informed about this at least 1 month prior to the increase in writing or by email. Changes in costs of materials, transport and other services to be purchased specifically for the client can, subject to sending a written proof of that increase, be charged to the client immediately.

2.6 Unforeseen deviation pertaining to the numbers specified in the offer or order confirmation and/or amount of work can be charged to the client by Vareya.

3. Method of supply

3.1 The items to be processed and/or delivered need to be supplied in a timely manner, carriage paid, free of costs and in good conditions to the address of the warehouse (storage space) of Vareya or to an address specified by Vareya, accompanied by an accompanying slip or consignment note. Vareya is in no way liable for the contents of the received items, nor for hidden defects. The content and the number of items per packaging needs to be indicated clearly on the accompanying receipt or consignment note

3.2 If the items to be processed and/or delivered are supplied at the agreed upon time and location at Vareya, then the delivery times indicated by Vareya apply with the understanding that the delivery times indicated by Vareya can never be considered as strict deadlines, unless expressly agreed upon otherwise in writing. The client is required to ensure the monitoring of timely supply

4. Delivery

4.1 A delivery agreement contains an effected offer to which a Service Level Agreement may be added.

4.2 If and to the extent that a proper execution of the agreement requires this, Vareya has the right to have services be carried out by third parties.

4.3 The agreed upon turnaround times and service levels are always approximates and partially dependent on the method and times of supply of information, goods, documents, etc.

4.4 Time of delivery of the items to be processed and/or delivered is always the date on which the items are delivered by Vareya at the distributor for shipment. It never concerns the date of receipt by the consignee.

4.5 The client and Vareya are required to inform each other in writing regarding any structural causes of delay to supply or extradition. Exceeding the turnaround times or defects at the time of delivery cannot result in a right to dissolution for the client or be used to derive damages.

4.6 Unless agreed upon otherwise expressly and in writing, all shipments are carried out by Vareya and occur at the expense and risk of the client. All costs related to the shipment and transport of goods such as for example postage, freight charges and packaging costs, as well as cargo insurance are also at the expense of the client. Shipment of the goods occur in the usual manner for Vareya and under the responsibility and delivery conditions of the various transporters. Any extra services and insurances are taken care of for extra cost.

4.7 The goods to be delivered are packaged in the method usual for Vareya, unless the client has provided an order in writing for a deviating packaging.

4.8 If it is necessary to pay more postage and freight costs than for the prices and rates which were assumed previously, Vareya is entitled and justified to charge these extra costs to the client without further intervention of the client.

5. Payment

5.1 Unless a different term is specified on the invoice, the client is obligated to pay the entire invoice amount within 8 days after the invoice date. The payment obligation of the client is not suspended by complaining, and the client is also not relieved from the payment obligation.

5.2 The client is in default by operation of law towards Vareya by exceeding the payment term specified in the first paragraph of this article, without the requirement of a warning or notice of default.

5.3 In the event of arrears in payment after expiry of the term specified in the first paragraph of this article, the client owes an interest on the invoiced amount by operation of law in addition to that amount, equal to the legal interest as referred to in article 6:119 of the Dutch Civil Code. 5.4 Furthermore, the client owes all judicial and extrajudicial collection costs to Vareya if and as soon as Vareya transfers the collection of the receivable on the client to a third party.

5.5 If the client exceeds the payment term specified in paragraph 1 of this article, then Vareya is entitled to suspend or cease further deliveries and services.

5.6 Vareya has the right of retention on all goods of the client which Vareya possesses, as long as the client has not complied with all the obligations towards Vareya. Retention of title, claims and/or pledging to third parties is only acknowledged by Vareya, after prior written permission on this matter between Vareya and the client.

6. Retention of title

6.1 Materials and/or goods purchased specifically for the client as well as materials and/or goods which have already been used by Vareya for the client are not taken back by Vareya.

6.2 Vareya remains the owner of all materials delivered by Vareya or processed goods up to the moment of payment.

6.3 All software and other accessories manufactured by Vareya in the context of this agreement are the lawful property of Vareya, also after termination of this agreement.

7. Securities

7.1 Both prior to and during the execution of agreements, Vareya has the right to require from the client that (additional) security for payment is furnished.

7.2 Taking care of collection work activities by Vareya on behalf of the client occurs at a clients' account opened specially for the client at the regular main bank of Vareya. The client authorised Vareya to this end. Collection occurs at the expense and risk of the client in accordance with the frequencies and reminder procedures issued by the client.

7.3 If Vareya carries out payment for or on behalf of the client, then the client needs to provide Vareya at the time of provision of the assignment with an adequate account balance on the clients' account in question in order to be able to execute the work activities in accordance with the agreement.

7.4 The client receives a specification of the monetary movements, reversals, etc., on a monthly basis. The bank costs and commissions related to handling this financial fulfilment is settled directly with the account balance. Vareya reserves the right to settle the balance of any outstanding invoices to the client at the time of transferring money to the client.

8. Complaints and liability

8.1 Any right of complaint lapses if the noticed defects are not reported to Vareya in writing within 7 working days after the execution of the work activities in question.

8.2 Vareya is not liable for any instances of damage, the loss or destruction, which includes theft, or property of the client which is stored, being processed or is being transported with Vareya or with third parties made use of by Vareya. 8.3 The client is required to ensure, at own expense, the insurance of property which is stored with Vareya or stored with third parties made use of by Vareya, or being processed or transported.

8.4 Vareya does not accept any liability for the consequential loss or damage or product damage, which the client suffers in relation to goods or services delivered or rendered by or via Vareya. Vareya also does not accept liability for any loss or damage for which the client is held liable by third parties. The client indemnifies Vareya of any claim of third parties in relation to loss or damage related to goods, materials or services delivered to the client by or via Vareya.

8.5 The limitations set out in this article do not apply if the loss or damage is the result of intent or gross negligence of Vareya.

9. Force majeure

9.1 In the event of force majeure, Vareya is entitled to cancel or suspend each order. In the event of a cancellation or suspension as referred to above, the client is not able to assert any right to any damages. If the force majeure is of a temporary nature at the discretion of Vareya, then Vareya has the right to suspend its performances until the situation of force majeure has been lifted. The client is not entitled to dissolve the agreement in such a case. If Vareya is of the opinion that the situation of force majeure is of a permanent nature, then Vareya will communicate this to the client in writing and the agreement will be dissolved without judicial intervention by this written notification.

9.2 Force majeure is meant to be understood as, but not limited to, the following: fire, lack of workers, work strike, lock-out, the discontinuation of availability and/or stagnation in the supply and/or impediment in the transport of the goods and other impediments, both occurring outside and inside the company.

10. Suspension of work activities

10.1 In the following cases, Vareya has the right to consider the agreement as dissolved, in whole or in part, without the requirement of any notice of default or judicial intervention, regardless of Vareya's further right to claim performance, damages and suspension: if the client does not perform contractual obligations, or does not do so in a timely or adequate manner. If the bankruptcy or (provisional) suspension of payment of the client has been requested or if, by virtue of a statutory provision, the client has been put under administration or placed under guardianship or declared bankrupt.

10.2 Vareya has the right to first undo the suspension of its work activities and the blocking of the issuance of goods, money and the products of its work, after the client has complied to all the financial and contractual obligations.

11. Applicable law and competent court

11.1 The Dutch law applies to all agreements between Vareya and the client.

11.2 All disputes which may arise following the agreement or these conditions, are first adjudicated by either the District Court, or if the dispute falls under the competence of the Subdistrict Court, by the competent subdistrict court. These terms and conditions can be found on www.Vareya.nl