

General terms and conditions of sale

Artikel 1. Definitions

1. Neskrid: the private limited liability company Neskrid 4Allfeet B.V. (Chamber of Commerce [KvK] 57976791).
2. The Customer: the (intended) contracting party of Neskrid.
3. Agreement: the agreement concluded between Neskrid and The Customer.
4. Terms and Conditions: the present terms and conditions.

Artikel 2. Conclusion of the Agreement

1. An Agreement is concluded by Neskrid sending The Customer an order confirmation (accompanied by delivery and packaging instructions for The Customer) for an order placed by The Customer in Neskrid's online ordering system.
2. Any amendments/additions to the Agreement must be agreed in writing. All costs and price increases associated with amendments/additions to the Agreement are payable by The Customer.
3. Neskrid reserves the right to unilaterally change these Terms and Conditions and its prices.
4. If provisions in an offer or confirmation of the Agreement conflict with provisions in the Terms and Conditions, the former shall prevail.
5. No rights can be derived from information contained in offers, leaflets, advertising materials or from Neskrid's website.

Artikel 3. Obligations of Neskrid

1. If no specific standards or requirements have been agreed, Neskrid delivers in accordance with what Neskrid may reasonably assume.
2. The goods offered by Neskrid may differ slightly from any samples, models or images made available or provided to The Customer by Neskrid. Samples, models and images are indicative and materials used may differ in colour, size, quality and other product and material characteristics. These deviations may not be considered as shortcomings on the part of Neskrid.
3. Neskrid offers The Customer no guarantees regarding the quality or (specific) properties of the goods, unless expressly agreed in writing. Such guarantees can only be invoked by The Customer if it has itself fulfilled all its payment and other obligations towards Neskrid.
4. Periods that apply to Neskrid are not deadlines unless the parties have expressly agreed otherwise in writing in the Agreement. An agreed period applicable to Neskrid shall only start after the Agreement has been concluded and all data and materials (such as lasts) necessary for the execution of the Agreement are in Neskrid's possession. An agreed period applicable to Neskrid shall be extended by at least the number of days that have elapsed between the time of concluding the Agreement and the time when all data necessary for the execution of the Agreement have come into Neskrid's possession.

Artikel 4. Obligations of The Customer

1. The Customer is obliged to share with Neskrid, both upon Neskrid's first request and on its own initiative, any information that is necessary to perform the Agreement.
2. All prices are exclusive of VAT, transport and packaging, unless otherwise agreed.
3. All costs and price increases resulting from additions and/or amendments to the Agreement and/or the specifications of the goods to be delivered made at the verbal or written request of The Customer shall be fully payable by The Customer.
4. All costs resulting from circumstances that Neskrid did not reasonably have to take into account when entering into the Agreement are fully payable by The Customer.
5. Products may only be returned to Neskrid with Neskrid's express written consent.

6. Unless otherwise agreed, all amounts owed to Neskrid by The Customer are payable in euros to a bank account to be designated by Neskrid, without set-off, within thirty (30) days of the invoice date. This is a 'payment period' within the meaning of Article 6:83(a) of the Dutch Civil Code (DCC).
7. The Customer may or is obliged, if so indicated by Neskrid, to pay (also) by other means than in cash, for example – but not limited to – by transfer of goods (tendering in payment).
8. In the event of failure to pay on time, The Customer shall be in default by operation of law, which with at any event have the following consequences:
 - a. The Customer shall owe interest of 1.5% per month on the outstanding invoice(s);
 - b. The Customer shall owe extrajudicial collection costs of 15% of the outstanding invoice(s), with a minimum of €250;
 - c. If Neskrid takes The Customer to court in respect of its payment obligations, The Customer shall, in addition to previous paragraphs, owe the actual costs to be incurred by Neskrid for that purpose (such as lawyer's fees, bailiff's fees, court registry fees, etc.).
9. Payments made by The Customer will always be used in the first instance to settle any costs and interest due, and subsequently the due and payable invoices that have been outstanding the longest, even if The Customer states that payment relates to a later invoice (or later invoices).

Artikel 5. Quality and complaints

1. The Customer is required to check the quantity, quality, and properties of the delivered goods, and to check for visible damage or defects, immediately upon delivery, and in any case within seven (7) days of receipt, and to report any shortcomings in writing or by e-mail to Neskrid, stating the order and/or invoice number and enclosing the original or a copy of the consignment note. Failing this, the goods shall be deemed to comply with the Agreement.
2. Shortcomings other than those referred to in the preceding paragraph can no longer be invoked by The Customer if it has not complained in writing to Neskrid within seven (7) days after it discovered or reasonably should have discovered the shortcoming.
3. If The Customer processes or allows others to process all or part of the goods and/or The Customer is no longer in possession of the goods, The Customer has approved the goods. In that case, Neskrid's liability has lapsed.

Artikel 6. Delivery

1. Unless otherwise agreed, goods are delivered EXW (Ex-Works) in accordance with the latest version of the Incoterms.
2. The risk for the goods passes to The Customer upon delivery.
3. Neskrid may deliver the goods in several shipments (partial deliveries).
4. The Customer is obliged to take delivery of the goods.
5. Where delivery takes place ex Neskrid's premises, the obligation to take delivery commences when Neskrid notifies The Customer that the goods are ready for delivery, whereupon the Customer must collect the goods within seven (7) days at the latest.
6. Where delivery takes place to The Customer's address, The Customer must take delivery of the goods when they are presented at that address by Neskrid. If a delivery address is not explicitly agreed in writing, Neskrid may deliver the goods to the address of The Customer known to Neskrid or as listed in the trade register.
7. If The Customer does not take delivery of the goods or fails to do so on time, The Customer shall be in default without further notice. In that event, Neskrid is entitled to store the goods at the expense and risk of The Customer or to sell them to a third party at any price that Neskrid deems reasonable under the circumstances. The Customer remains liable for the full purchase price and delivery costs, without prejudice to the other provisions of these Terms and Conditions. If Neskrid nevertheless sells the goods to a third party, Neskrid may decide to reduce the amount owed by The Customer by the net proceeds of the sale to that third party.

Artikel 7. Retention of title

1. Delivery takes place under extended retention of title. All goods delivered by Neskrid remain the property of Neskrid until The Customer has fulfilled all its payment obligations towards Neskrid under any and all agreements concluded between the parties (including obligations to pay interest or collection and other costs) or on any other grounds. Until The Customer has fulfilled its payment obligations, The Customer undertakes to Neskrid to treat the delivered goods with due care, to keep them insured, and not to pledge, process, transfer or hand them over to third parties. In case of non-compliance with this obligation, the entire purchase price involved in the Agreement shall become immediately due and payable.
2. If The Customer fails to fulfil its obligations to Neskrid, Neskrid has the right to immediately repossess the goods to which its has retained title. Insofar as is necessary The Customer will grant Neskrid access to buildings and/or premises owned or managed by The Customer, immediately upon Neskrid's first request, so that Neskrid can reclaim its property.
3. Payments made by The Customer shall be used first and foremost, and as far as possible, to pay off debts owed to Neskrid that are not subject to retention of title.

Artikel 8. Force majeure

1. If Neskrid is unable to fulfil its obligations to The Customer due to a non-attributable failure, a force majeure situation exists. A force majeure situation is understood to include, in addition to what it is understood to mean in law and jurisprudence, all external causes, foreseen and unforeseen, that are beyond the control of Neskrid, as a result of which the fulfilment of its obligations to The Customer is prevented in whole or in part, or as a result of which Neskrid cannot reasonably be required to fulfil its obligations, regardless of whether that circumstance was foreseeable at the time of the conclusion of the Agreement. Such circumstances include: strike, lockout, fire, breakdown of machinery, stagnation or other production problems at Neskrid's suppliers and/or measures taken by any government body (such as recalls), as well as the absence of any licence to be obtained from the authorities.
2. In case of force majeure:
 - a. The Customer is not entitled to terminate the Agreement and;
 - b. the fulfilment of Neskrid's obligations is suspended for the duration of the force majeure situation and;
 - c. The Customer is not entitled to any compensation or damages, even if Neskrid might enjoy a benefit as a result of the force majeure.
3. If a force majeure situation has lasted for 2 (two) months, Neskrid shall have the right to terminate the Agreement in whole or in part, in writing.

Artikel 9. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, Neskrid retains the copyrights, patent rights and all other industrial and/or intellectual property rights to the goods sold, offers made, designs, images, drawings, (test) models, recipes, software, etc. provided by it.
2. Unless explicitly agreed otherwise in writing, the rights to the data mentioned in this clause remain the property of Neskrid regardless of whether their production has been charged to The Customer.
3. Unless explicitly agreed otherwise in writing, The Customer is not allowed to advertise using Neskrid's name, logo, etc.
4. All information, verbal or written, provided to The Customer by Neskrid remains the property of Neskrid and may only be used by The Customer for the purpose for which it was provided.

5. The Customer shall not provide Neskrid's information to third parties in any way whatsoever, except to the extent reasonably necessary in connection with the proper performance of the Agreement and then only after and to the extent that a confidentiality obligation has been agreed.

Artikel 10. Liability of The Customer

1. The Customer is responsible for the data entered by it, or on its behalf, in Neskrid's online ordering system, as well as for the information it provides, such as prescribed constructions, materials, and working methods, and for orders, directions and instructions given.
2. The Customer shall be liable for any loss or damage resulting from errors in the information provided by it as aforementioned or for defects in goods, building materials, materials or tools provided or prescribed by it.
3. The Customer is obliged to sell the goods as they are delivered by Neskrid, under Neskrid's brand, logo and packaging. The Customer is liable for all loss and damage resulting from failure to comply with this obligation.
4. The Customer indemnifies Neskrid against third-party claims for damage as aforementioned.
5. The Customer shall be responsible for the consequences of compliance (by Neskrid or third parties) with legal regulations or government decisions, regardless of whether the cause/necessity of such compliance is attributable to The Customer, Neskrid or a third party. Neskrid shall not be liable towards The Customer for any loss or damage resulting from compliance as aforesaid and The Customer shall be obliged to co-operate with compliance as aforesaid upon Neskrid's first request and to reimburse all loss and damage and costs incurred by Neskrid as a result of compliance as aforesaid.
6. The Customer is liable for all loss and damage resulting from work or deliveries carried out by it or by third parties on its behalf.

Artikel 11. Liability of Neskrid

1. The cumulative liability (or cumulative liabilities), based on any legal ground or grounds whatsoever, shall in no event result in Neskrid having to pay a sum of money to The Customer that exceeds the actual invoice amount (excluding shipping costs) paid to Neskrid by The Customer in the relevant month in which Neskrid is held liable, and shall in any case be limited to the amount for which Neskrid is insured and that its insurer actually pays out. Neskrid's total liability is limited to this.
2. Neskrid shall not be liable for any indirect loss or damage suffered by The Customer or a third party in connection with an Agreement (or the performance thereof), or an item or service provided by Neskrid, including consequential loss, immaterial damage, trading loss, or environmental damage.
3. The exclusion of liability in this clause shall not apply if the loss or damage is caused by the intent or gross negligence on the part of Neskrid or its managerial staff.
4. Unless the loss or damage is caused by the intent or gross negligence on the part of Neskrid or its managerial staff, The Customer shall indemnify Neskrid against all claims by third parties, directly or indirectly related to the goods (or their use) and The Customer shall reimburse all loss or damage suffered by Neskrid, including legal and other advisory costs, incurred by Neskrid as a result of such claims.
5. The Customer may only invoke the obligations under this clause if it has itself fulfilled all its obligations towards Neskrid.
6. Any right of action, on any ground, The Customer may have against Neskrid shall lapse one year after the delivery of the goods sold to The Customer or the performance of the Agreement.

Artikel 12. Suspension, set-off and termination

1. The Customer is not entitled to suspend or set off its obligations.
2. In the following cases, The Customer is in default by operation of law and Neskrid has the right to terminate the Agreement out of court, in whole or in part, without any notice of default or judicial intervention being required:
 - a. if The Customer files for bankruptcy or applies for (temporary) suspension of payments, or is declared bankrupt, is granted (temporary) suspension of payments, or The Customer is placed under administration, management or guardianship by virtue of a statutory provision;
 - b. if The Customer assigns, liquidates, shuts down or discontinues all or part of its business;
 - c. if a prejudgment or executory attachment is levied against The Customer;
 - d. if Neskrid has good reason to fear that The Customer will fail to fulfil its obligations.
3. In case of termination by Neskrid pursuant to the preceding paragraph, The Customer shall automatically become liable to pay Neskrid a penalty of 25% of the purchase price (including shipping costs), without prejudice to Neskrid's right to claim damages. Article 6:92 DCC does not apply.
4. Neskrid is at all times entitled to demand security and/or advance payment from The Customer for the fulfilment by The Customer of its obligations under the Agreement. The Customer will comply with this upon first request. If The Customer does not provide security or provides insufficient security and/or does not make an advance payment, Neskrid is entitled to terminate the Agreement. In that case, the Customer is liable for all damages incurred by Neskrid.

Artikel 13. Applicable law and disputes

1. Only Dutch law applies to the Agreement.
2. Only the Court of Zeeland-West Brabant has jurisdiction to settle disputes arising from the Agreement. In addition to or in departure from this, Neskrid has the right to submit the dispute to a court that has jurisdiction according to national, international or supranational (such as European) laws and regulations.