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## **General terms and conditions Maretti International Lighting BV**

General terms and conditions of Maretti International Lighting BV in Almere filed with the Chamber of Commerce in Lelystad under number 39084255 on 11th February 2025.

### **Article 1 Definitions**

- 1.1 In these general terms and conditions, Maretti International Lighting BV will be referred to as "MIL".
- 1.2 "Other party" is taken to mean any (legal) entity to which MIL makes its offers and the entities which make offers to MIL or which gives an order to MIL or the entities with which MIL has concluded an agreement.
- 1.3 "Product" or "thing" is taken to mean: all things offered to the other party in compliance with these general terms and conditions.
- 1.4 "On-site at MIL" is taken to mean: the warehouses or offices of MIL in Almere.
- 1.5 In so far as possible, these general terms and conditions also apply to services rendered by MIL to the other party in connection with the thing, such as installing it.

### **Article 2 APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS**

- 2.1 These general terms and conditions apply to all offers made by MIL, orders given to MIL and agreements concluded by MIL.
- 2.2 General terms and conditions and/or other conditions of the other party explicitly do not apply to the offers and agreements as referred to under 2.1.
- 2.3 Deviations from and/or additions to these general terms and conditions only legally bind MIL if they are expressly confirmed by MIL in writing.

### **Article 3 OFFER AND ACCEPTANCE**

- 3.1 All offers, brochures, offerings and quotations of MIL are without obligations and do not legally bind MIL. A written offering is valid for the term as stated therein and in absence of a term for a term of 90 days.
- 3.2 All data has been stated as accurately as possible, yet it is only legally binding in so far as MIL has guaranteed the accuracy of the data in writing.

### **Article 4 PRICE**

- 4.1 The prices stated by MIL do not include VAT and any other governmental charges levied for the sale and/or execution and/or delivery of the agreement.
- 4.2 The prices agreed on between MIL and the other party are subject to a possible increase after conclusion of the agreement, if MIL in the performance of its obligations pursuant to the agreement is confronted with a price increase from its supplier or due to other price increasing circumstances. If the price increase is more than 15% of the price agreed on, the other party is entitled to terminate the agreement regarding the articles to which the price increase applies within 2 (two) working days after receipt of the announcement.
- 4.3 Price increases resulting from additions and/or amendments to the originally concluded agreement at the request of the other party will be charged to the other party.

### **Article 5 DELIVERY**

- 5.1 The risk of a decrease in value or damaging or destruction of the things to be delivered to the other party by MIL shall be borne by the other party and as a result, no claim may be submitted to MIL, from the moment of the other party has received notification that the purchased thing is available to him.



- 5.2 The risk of the thing is passed on to the other party at the moment of delivery, even if the property right of the thing has not yet been transferred to MIL.
- 5.3 MIL is entitled to deliver the thing in consignments, which may be invoiced separately by MIL.
- 5.4 Transportation costs regarding the deliveries shall be borne by the other party, unless otherwise agreed on in writing. Installation costs of the thing shall always at the expense of the other party, unless otherwise agreed on in writing. All products, which not appear as standard in our assortment under the heading "specials" will always be delivered "ex works".
- 5.5 Delivery shall take place on the places agreed on with the other party, at times to be determined by MIL, which will be communicated to the other party on time by MIL. The other party is obliged to receive the thing at the agreed on time and place of delivery; all costs resulting from failing to do so shall be borne by the other party.

#### **Article 6 PAYMENT**

- 6.1 Payment takes place in compliance with the offering or order confirmation; if payment has not been mentioned or discussed, payment shall take place upon delivery or by telephone at the day of installation, unless payment in instalments has been agreed on. In the latter case, payment shall take place 30 days after the date of invoice. This term is a final deadline, after expiry of which the other party is in default and owes contractual interest, equal to an interest rate of 2% per month or the statutory interest if the latter is higher, for which a part of the month is taken to be a full month, counting from 30 days after the invoice date until the date of payment. The date of payment is deemed to be the date upon which a payment is credited to the account of MIL in case of bank transfer.
- 6.2 In the event of non-payment within the term as referred to under 6.1 MIL reserves the right to increase the amount owed by the other party by collection costs. The collection costs include both extrajudicial as well as all judicial costs, even if the latter are higher than the amount of legal costs awarded by a judge. The extrajudicial costs are all costs incurred by MIL in order to recover a claim against the other party. These costs are determined to be 15% of the amount of the claim with a minimum of € 45.38.
- 6.3 Payments made by the other party will first be applied to settle all interest payable and costs and subsequently those invoice amounts which have been outstanding for the longest period, even though the other party has stated that the payment relates to other invoices.
- 6.4 In the event of default, liquidation, insolvency, winding up (petition), (application for a) moratorium (of the company) of the other party, all obligations of the other party shall be immediately due and payable.
- 6.5 MIL reserves the right to request part of the purchase price to be payable in advance and to ask of the other party to provide security to meet the obligations arising from the agreement. This clause also applies if credit has been stipulated.
- 6.6 MIL is entitled to terminate performance of the agreement if the other party does not meet all obligations or if, after conclusion of the agreement, circumstances which have come to the attention of MIL are a good reason to fear that the other party will not meet its obligations.



#### **Article 7 RESERVATION OF OWNERSHIP**

- 7.1 MIL remains the owner of the delivered thing as long as the other party has not (completely) met all of its payment obligations.
- 7.2 In each case of default of the other party and when there is a good reason to fear that the other party will not meet its obligations, MIL is entitled to pick up the delivered things or have the delivered things picked up, in which MIL has retained title, without further announcement to the other party or third parties that hold the things for the other party. Any indirect or direct damages cannot be recovered from MIL. The other party is obliged to cooperate fully subject to a fine of 10% of the amount payable by the other party at that moment. The other party authorises MIL in advance to enter terrains or buildings belonging to or used by the other party, so that MIL might gain possession of the retrieved things.
- 7.3 All data concerning our products and/or services, including models, drawings, offerings, descriptions and software; their composition and/or application and use, issued by us, remains our property and may not be copied or issued to third parties without written permission of MIL. If this should happen, at least 15% of the offer amount/order confirmation amount excluding VAT will be charged to the other party, if the offer/order confirmation is cancelled, even if we have charged costs for it to the other party. MIL is at all times entitled to demand from the other party that he returns these data as referred to above to MIL without withholding copies. The other party should immediately comply with that request.

#### **Article 8 WARRANTY**

- 8.1 The other party should immediately check the delivered thing for soundness upon receipt. A claim to repair or replacement can only be made if the other party
  - In case of visible defects immediately informs MIL about this
  - In case of non-visible defects informs MIL in writing about these defects within 2 (two) working days after the day on which the other party has detected the defects, or could reasonably have been expected to have detected the defects, and demonstrates that the instructions of MIL for use and maintenance and operation were followed, while the defects are not the result of normal wear and tear, abuse, recklessness, accident, exceeding the limits prescribed by MIL or statutory safety regulations, or if the product has been repaired or changed without the consent of MIL or one of its recognised service engineers, there is no entitlement to repair or replacement.
- 8.2 The components to be replaced should be made available to MIL free of charge.
- 8.3 Non-compliance with one or more obligations by the other party releases MIL from all of its warranty obligations.
- 8.4 When assembling own articles of the other party releases MIL from all warranty stipulations.

#### **Article 9 LIABILITY**

- 9.1 Notwithstanding that which has been stipulated in article 8, MIL is never liable for damages, unless it results from intentional act or gross negligence of MIL or its executive employees.
- 9.2 MIL cannot be held liable for damages resulting from hacking, breaking and drilling.
- 9.3 Liability cover cannot be more than the value stated as cover in the policy of the liability insurance of MIL.

#### **Article 10 DISPUTES**

- 10.1 All agreements to which these general terms and conditions (partially) apply shall be governed by Dutch law.
- 10.2 The stipulations of the Vienna Sales Convention do not apply, nor any future international convention regarding sales and movables to which the parties may be affiliated.



- 10.3 Any disputes arising from offers and agreements, whatever their name, shall be referred for adjudication to the court with competent jurisdiction in Amsterdam, unless the law expressly requires another judge to be competent.
- 10.4 If legal proceedings are started between MIL and one of its relations, the trial will at all times take place in the court of Lelystad.

#### **Article 11 RETURNING**

- 11.1 Returning is only possible within 3 months from invoice date. The other party should apply for a return form in case of returning goods. Goods returned without a return form shall not be processed and therefore not credited. This also applies when goods are returned carriage forward. After the return form has been issued, the buyer should return the goods within five (5) working days. Customized elements and specially ordered goods cannot be returned, unless otherwise agreed on in writing.
- 11.2 Articles should be returned to MIL unused, complete, undamaged and in their original packaging.
- 11.3 Payments which have already been received shall be credited, deducted and/or refunded by MIL 30 days at the latest after acceptance of the returned goods with due observance of the conditions as described in article 12 Cancellations. For defective goods, see the warranty conditions.
- 11.4 At all times MIL reserves the right to charge 20% of the invoice price excl. VAT by way of return and handling costs.
- 11.5 Returned goods that are not eligible for credit can be retained by the other party up to 4 weeks after it was received by MIL. After this period the goods will be destroyed and every right of ownership will be void.

#### **Article 12 CANCELLATIONS**

- 12.1 If an order is cancelled within 3 weeks after the order date, because the goods are no longer wanted, MIL reserves the right to charge 10% of the gross price by way of compensation for administration and handling costs. For specials and articles MIL purchases especially for the other party, MIL requests a written agreement. After MIL has received the written agreement, these articles cannot be cancelled, unless otherwise expressly agreed on in writing. It is not possible to cancel orders after 3 weeks.

#### **Article 13 FORCE MAJEURE**

- 13.1.1 MIL can never be held liable for failure to comply with the agreement in case of force majeure, notwithstanding the provisions elsewhere stated in the agreement. Force majeure on the part of MIL also includes each circumstance brought about through the actions of MIL, such as regular compliance with the agreement is prevented. Such circumstances include in any case failure to make a delivery for whatever reason of MIL's own suppliers, strikes, lockouts, disruption in energy supplies, traffic disruptions, machine failure, government measures, as well as resulting consequences, loss or damage in transport and excessive sickness absence of its staff.



**WARRANTY (extra)**

No claim under warranty can be made if the defect has been caused by:

- external contingencies such as lightning strike and so on
- overheating of central heating or other heating or due to use of a higher wattage than prescribed
- exposure to humidity, extreme heat or sunlight or extreme cold

Consumer parts, such as light bulbs and halogen lamps fall outside the scope of the warranty. This also applies to articles older than 1 year.

MIL does not give warranty on outlet items which are sold by Mega Sale.

Relevant Articles may be showroom products, or light damaged and may under no circumstances be returned and/or exchanged.

