

albertronic

Terms and Conditions Albertronic B.V.

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Terms and Conditions Albertronic B.V.

In this document you will find the Terms and Conditions of Albertronic B.V. First of all, it's good to inform you that *Albertronic B.V. hereby rejects Terms & Conditions of other parties.*

Explanations of definitions in these Terms and Conditions:

- **Contractor:** Private Company¹ Albertronic, from here on out referred to as **Albertronic**.
- **Client:** Any natural person or corporation who purchases services from Albertronic or with whom Albertronic is negotiating about closing a deal/Agreement.
- **Agreement:** Every Agreement that has been made/concluded between Albertronic and the Client, regardless of how this Agreement came about.
- **Written communication:** Every form of communication that doesn't take place verbally. Digital communication² is therefor included in this description.

1. Applicability

- The Albertronic Terms and Conditions are applicable to every offer from, and Agreement with Albertronic or between Albertronic and a Client, to which Albertronic declared these Terms and Conditions applicable. The Albertronic Terms and Conditions apply, regardless of the terms and conditions of the Client: these are, in principle, rejected. Only in situations where parties agreed express and in writing that the Albertronic Terms and Conditions will not apply, the Albertronic Terms and Conditions will not apply.

2. Prices

- 1- The price for the goods and/or services to be delivered is the price as stated in the offer from Albertronic, in the price list sent by e-mail. During the term indicated in the offer, the prices of the goods and/or services offered will not be increased without a Client being informed of this.
- 2- The prices quoted by Albertronic are exclusive of VAT.

3. The Agreement

- 1- When Albertronic has become acquainted with a potential client, and Albertronic decides to include this client in the customer base, a list of goods and prices will be emailed to Client. When Client subsequently places an order (based on this e-mailed list), an order confirmation is sent by e-mail from Albertronic. This method of concluding an Agreement never excludes other forms of concluding an Agreement between Albertronic and Client.

¹ In Dutch referred to as '*besloten vennootschap*'.

² E-mails etcetera.

- 2- The Agreement between Albertronic and Client is established through offer and acceptance (Section 6:217 of the Dutch Civil Code). This can be established both written and oral, taking into account the definition given to “Agreement” in Article 1 of these Terms and Conditions.³
- 3- Albertronic employees or third parties engaged by Albertronic cannot make a binding Agreement with the Client. Commitments (verbal or written), do not bind Albertronic until and to the extent that they are confirmed by an authorized representative of Albertronic.
- 4- The Agreement(s) concluded between Albertronic and the Client do not, in principle, have a fixed term.
- 5- Changes and additions to the Agreement(s) with Albertronic can only be agreed in writing and explicitly.
- 6- The production of ordered items by Client at Albertronic starts after the order has been placed and has arrived at Albertronic.
- 7- The same procedures apply to one-off assignments as described in the Terms and Conditions.

4. Implementation of the Agreement

- 1- Albertronic guarantees at all times, that delivered goods comply with the Agreement. The final assessment of whether the goods and services delivered by Albertronic comply with the Agreement, is up to Albertronic.
- 2- If Albertronic deems it necessary, for whatever reason, the Client is requested to pay in advance; after which the work starts. In cases other than those described above, Albertronic will start production work as soon as the order from the Client has arrived.
- 3- If Albertronic deems it necessary, Albertronic will perform repair work which falls under the scope of the Agreement. In some cases, this repair work for the Client may be covered by the applicable warranty. The assessment of whether certain repair work is covered by the applicable warranty, is always up to Albertronic.
- 4- Albertronic is entitled to charge costs to the Client in the event of repair work, when Albertronic deems it necessary.
- 5- In principle, Albertronic will not make a refund to the Client, unless Albertronic deems it to be justified and necessary.
- 6- Albertronic will always exercise the greatest possible care when implementing the Agreement with the Client. When implementing the Agreement, Albertronic acts in accordance with the professional standards applicable at that time. These professional standards can change from time to time, also because of technologic developments.
- 7- Albertronic may cancel the Agreement with the Client at any time. This means that Albertronic no longer produces for the Client and as soon as it is possible, Albertronic will stop sending price lists (mentioned in Article 3.1) to the Client. If, however, Albertronic per accident still sends the pricelist after termination of the Agreement, the Client cannot claim any production work, goods or other services from Albertronic.
- 8- Client is entitled to cancel the Agreement at any time. Existing legal relations between Albertronic and Client must in this case be settled. See, among other things, Article 15 of these Terms and Conditions.

³ For the sake of completeness: Statements, including notices, can be made in any form and can be embedded in any conduct (see Section 3:37 of the Civil Code).

5. Delivery Clauses within the European Union

- 1- The delivery time/period of ordered items by Client is in principle 2 to 3 days, but the delivery time is not fixed. Delivery can be delayed at any time. Is there a delay for an order? In that case, there is no set delivery time.
- 2- If one of the 'incoterms' has been agreed in the delivery conditions, the Incoterms applicable at the time of conclusion of the Agreement, as published by the International Chamber of Commerce (ICC), will apply.
- 3- Deliveries within the European Union, are based on Delivered at Place (DAP), agreed place of destination (incoterms[®]2020), unless otherwise agreed.
- 4- Albertronic charges cost to Client for transport. This includes costs such as import, or customs costs.
- 5- If Albertronic advances transport costs for Client, these costs will still be charged to the Client. Client will be informed.
- 6- The customer will be informed in writing or by telephone if delivery is delayed.
- 7- Delivery takes place as soon as production is completed.
- 8- Once the goods are unloaded at the delivery location, the buyer is responsible for all costs and risks

6. Delivery clauses outside of the European Union

- 1- The delivery time/period of ordered items by Client is in principle 2 to 3 days, but the delivery time is not fixed. Delivery can be delayed at any time. Is there a delay for an order? In that case, there is no set delivery time.
- 2- If one of the 'incoterms' has been agreed in the delivery conditions, the Incoterms applicable at the time of conclusion of the Agreement, as published by the International Chamber of Commerce (ICC), will apply.
- 3- Deliveries outside the European Union, are based on Free Carrier (FCA-A), agreed place of destination (incoterms[®]2020), unless otherwise agreed.
- 4- Client is responsible for the costs and risks related to the transportation process.
- 5- If Albertronic advances transport costs for Client, these costs will still be charged to the Client. Client will be informed.
- 6- The transfer of risk takes place at the specified delivery location of Albertronic.
- 7- The customer will be informed in writing or by telephone if delivery is delayed.
- 8- Delivery takes place as soon as production is completed.

7. Terms of Payment

- 1- When Client places an order with Albertronic for the first time, payment must be made in advance. After a successful first order/payment, the procedure as described in Article 7.2 is also followed.
- 2- The invoice for the delivered goods is sent simultaneously with the delivery of the order by the Client. A 30-day payment period applies to this invoice.

- 3- In case of credit card payments, payment is requested in advance, or when the order is sent to the Client. For payment by credit card, additional costs are also charged by Albertronic, since these additional costs must also be paid by Albertronic.
- 4- When the invoice has not been paid within the payment period as described in Article 7.2, a first payment reminder follows. The payment period for this reminder is 14 days. With this first payment reminder, the Client will be informed of the administration costs (€ 30,00) that will be charged in the event of a second payment reminder.
- 5- If the invoice is not paid after the first payment reminder, a second reminder for payment will follow. The payment term for the second payment reminder is 5 working days. The administration costs are also charged to the Client in case of this second reminder, in accordance with Article 7.4.
- 6- If the second payment reminder has not been paid by Client, Albertronic will take the appropriate steps to charge the Client with legally permitted costs. If necessary, a third party is called in to collect outstanding amounts.

8. Legal Interest/Extrajudicial Costs

- 1- In the event of due payment of outstanding invoices, Albertronic has the authority to charge statutory interest, according to the Dutch Civil Code; to be charged from the day on which the default in the Agreement occurred.
- 2- The extrajudicial costs incurred by Albertronic (or an engaged third party), can be charged to the Client in debt.

9. Liability

- 1- **In case of delivering ignition(s):** Albertronic delivers ignition(s) to the Client. Given the nature of the goal(s) for which this ignition is used (cars with relatively old years of construction among other things), Albertronic cannot, in principle, be held liable for consequential damage and other damages.
- 2- The burden of proof with regard to complications with ignition(s) made by Albertronic always lies with the Client. The assessment of whether the substantiation of any defect on the part of Albertronic is sufficient is always up to Albertronic. In this assessment, Albertronic always works and assesses with the applicable professional standards and conforms to the standard of reasonableness and fairness.
- 3- **In case of delivering a “Battery management system”:** The BMS is meant to give support to existing battery(s) from the Client. This Battery Management System controls the charging/discharging of batteries at the customer in the right direction. Due to the nature of the product assisted by the Battery Management System, the battery (often powerful devices), Albertronic can **never** be held liable for consequential damage or complications when Client is using the Battery Management System.
- 4- **In case of deliveries not being delivered to the Client:** The responsibility in these events always lies with the courier service. Albertronic can never be held liable for such cases.

10. Copyright Regulations regarding Albertronic

- With the use of images and other forms of content in price lists and/or on the website, Albertronic makes sure this is conducted in line with applying copyright law.

11. Complaints and how they are handled

- 1- When the Client has a complaint (or complaints) about the Albertronic products/items, this complaint (these complaints) must be described clearly and completely. The Client is expected to be able to describe complaints clearly and completely in view of the applicable professional standards.
- 2- The Client must submit a complaint (complaints) about any defective products or services to Albertronic within a reasonable matter of time. This is after the Client has discovered the defect or should reasonably have discovered it. Notification within one month is timely within the framework of this provision/Article.
- 3- Even in the event of complaints, the Client is never permitted to settle amounts with the invoice from Albertronic. The Client is **not allowed** to lower the invoice amount which has to be paid to Albertronic. The authority to lower invoice amounts always and only lies with Albertronic.
- 4- The Client must always give Albertronic the opportunity to take note of complaints and, if decided by Albertronic, to arrange for replacement or repair of the delivered goods.
- 5- The assessment of whether a defect qualifies for reimbursement of costs is always up to Albertronic.

- 6- In the event of defective products/items or services that the Client has complained about, Albertronic will, within reasonable limits; ensure repair work.
- 7- The Assessment of whether what is described in Article 11.6 of these Terms and Conditions is “within reasonable limits” is up to Albertronic. Naturally, Albertronic takes due care in this assessment.
- 8- The Client is deemed to have certain knowledge of how to handle products in this way, and to be treated by Albertronic. This is the responsibility of the Client.

12. Confidentiality

- The Client and Albertronic are obliged to maintain the confidentiality of all confidential information that they have received from each other, or from another source; in the context of the Agreement between the Client and Albertronic. Information is considered to be confidential, if this has been communicated by one of the parties or if this results from the nature of the information.

13. GDPR (General Data Protection Regulation)

- Albertronic conforms with applying privacy law (GDPR). View the privacy statement **here (hyperlink)** from Albertronic.

14. Meaning and interpretation of the Terms and Conditions

- If, and insofar on the grounds of reasonableness and fairness or the unreasonably onerous nature of any provision of the Agreement and the Terms and Conditions cannot be invoked, the relevant provision will in any case have as much similar meaning as regards the content and scope of the meaning, so that it can be applied.

15. Scope after termination of Agreement

- The provisions of these Terms and Conditions, of which it is explicitly or tacitly intended that they remain in force even after the termination of an Agreement, will remain applied and in force afterwards; and both parties (Albertronic and the Client) will continue to be bound.

16. Conflicting clauses

- In the event that these Terms and Conditions and the order confirmation contain conflicting terms and conditions, the conditions included in the order confirmation will apply if an explicit order confirmation has been issued. In all other cases these Terms and Conditions are leading.

17. Applicable Law

- Dutch law applies to all Agreements between Albertronic and the Client.

18. Competent Court

- The Court of Rotterdam, (section civil cases) is authorized to take cognizance of disputes. Nevertheless, Albertronic has the authority to submit a dispute to a competent Court according to the law if the Court of Rotterdam is not authorized to take cognizance of the dispute.