

# Terms and conditions Kioshi B.V.

## Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

### Article 1. Definitions

- 1.1. **Kioshi B.V.:** based in Amsterdam and registered with the Chamber of Commerce under file number 77496361, trading as Kioshi B.V.
- 1.2. **Website:** the Website of Kioshi B.V., to be found on [www.kioshi-systems.com](http://www.kioshi-systems.com) and all of its subdomains.
- 1.3. **Customer:** the natural person or corporation who enters into an agreement with Kioshi B.V. and/or is registered on the Website.
- 1.4. **Agreement:** any arrangement or agreement between Kioshi B.V. and Customer of which the General Terms and Conditions are an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

### Article 2. Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Kioshi B.V., unless explicitly agreed otherwise in writing.
- 2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Kioshi B.V. if and in so far as Kioshi B.V. has accepted them in writing.
- 2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

### Article 3. Prices and information

- 3.1. All prices posted on the Website and in other materials originating from Kioshi B.V. include taxes and other levies imposed by the government, unless stated otherwise on the website.
- 3.2. If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.
- 3.3. The content of the Website is composed with the greatest care. Kioshi B.V. cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Kioshi B.V. are subject to obvious programming and typing errors.
- 3.4. Kioshi B.V. cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

**Article 4. Conclusion of the Agreement**

- 4.1. The Agreement will be deemed to be concluded at the moment Customer accepts the offer of Kioshi B.V. subject to the conditions laid down by Kioshi B.V.
- 4.2. If Customer has accepted the offer by electronic means, Kioshi B.V. will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, Customer will have the possibility to terminate the Agreement.
- 4.3. If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, Kioshi B.V. will have the right to postpone the Agreement until the correct data is received.

**Article 5. Execution of the Agreement**

- 5.1. As soon as Kioshi B.V. has received the order, it will send the products to Consumer without delay and with due regard for the provisions of paragraph 3 of this article.
- 5.2. Kioshi B.V. is authorised to engage third parties in the fulfilment of its obligations under the Agreement.
- 5.3. Well ahead of the date on which the Agreement is signed, information will be posted on the Website which clearly describes the manner in which and the term within which the products will be delivered. If no delivery term has been agreed or stated, the products will be delivered within 30 days at the latest.
- 5.4. If Kioshi B.V. is unable to deliver the products within the agreed term, it will notify Consumer accordingly. In that case Consumer can decide either to

agree to a new delivery date or to terminate the Agreement without incurring any costs.

- 5.5. Kioshi B.V. advises Consumer to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.
- 5.6. The risks associated with the products will transfer to Consumer as soon as the products are delivered at the agreed delivery address.
- 5.7. If the ordered product can no longer be supplied, Kioshi B.V. is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, Consumer will have the right to terminate the Agreement without incurring any costs and to return the product free of charge.

#### **Article 6. Right of withdrawal/return**

- 6.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. Business Consumers therefore have no right of withdrawal.
- 6.2. Consumer will have the right to dissolve the distance Agreement with Kioshi B.V. within 14 days after receiving the product, free of charge and without stating reasons.
- 6.3. The term commences on the day after the product was received by the consumer, or a third party designated by the consumer, who is not the transporting party, or:
  - if the delivery of a product involves different deliveries or parts: the day on which Consumer, or a third party designated by Consumer, received the last delivery or the last part;
  - with contracts for the regular delivery of products during a given period: the day on which Consumer, or a third party designated by Consumer, received the last product;
  - if Consumer has ordered several products: the day on which Consumer, or a third party designated by Consumer, received the last product.
- 6.4. Only the direct costs incurred for the return shipment are for Consumer's account. This means that Consumer will have to pay the costs of returning the product. Any shipping costs paid by Consumer and the purchase price paid for the product will be refunded to Consumer if the entire order is returned.
- 6.5. During the withdrawal period referred to in paragraph 1, Consumer will treat the product and its packaging with the utmost care. Consumer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

- 6.6. Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted.
- 6.7. Consumer can terminate the Agreement in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to Kioshi B.V., within the withdrawal period, by means of the model form for right of withdrawal or in some other unequivocal way. If Kioshi B.V. makes it possible for Consumer to declare his withdrawal via electronic/digital means, then after receiving such a declaration, Kioshi B.V. sends immediate confirmation of receipt.
- 6.8. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 1, Consumer shall return the product, or hand it over to (a representative of) Kioshi B.V. Consumer can send the product directly to Kioshi B.V. without a notice of withdrawal in advance within the period as mentioned in paragraph 1. Consumer must, in this case, include a written notice of withdrawal, such as the model form.
- Products can be returned to the following address:
- Tilbury 8, 3897AC, Zeewolde, The Netherlands
- 6.9. Any amounts already paid by Consumer (in advance) will be refunded to Consumer as soon as possible, and in any case within 14 days after dissolution of the Agreement. If Consumer chose an expensive method of delivery in preference to the cheapest standard delivery, Kioshi B.V. does not have to refund the additional costs of the more expensive method. Except in cases in which Kioshi B.V. has offered to retrieve the product himself, he can postpone refunding until he has received the product or until Consumer proves he has returned the product, depending on which occurs earlier.
- 6.10. Information about the applicability or non-applicability of a right of withdrawal and any required procedure will be posted clearly on the Website, well before the Agreement is concluded.

## **Article 7. Payment**

- 7.1. Customer shall pay the amounts due to Kioshi B.V. in accordance with the ordering procedure and any payment methods indicated on the Website. Kioshi B.V. is free to offer any payment method of its choice and may change these methods at any time. In cases of payment after delivery Customer will be given a term of payment of 14 days entering on the day after delivery.
- 7.2. If Customer does not complete his payment obligation, he will be indebted the legal interest over the belated payment. Kioshi B.V. needs to remind Customer of the belated payment and Kioshi B.V. has to give Customer a term of 14 days to complete the payment obligation. After failing this 14 days term Kioshi B.V. is allowed to recover any extrajudicial debt collection costs on

Customer. These debt collection costs are not higher than: 15% of the open payment with a maximum of € 2.500,-; 10% of the next € 2.500,- and 5% over the next € 5.000,- with a minimum of € 40,-. Kioshi B.V. is allowed to deviate from the named amounts and percentages in the advantages of Customer.

#### **Article 8. Warranty and conformity**

- 8.1. This article only applies if Consumer is a natural person who is not acting in his or her professional or commercial capacity. If Kioshi B.V. gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Consumers.
- 8.2. Kioshi B.V. guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Kioshi B.V. also guarantees that the product is suitable for other than normal use.
- 8.3. If the delivered product is not in conformity with the Agreement, Consumer must inform Kioshi B.V. within a reasonable period of time after he has discovered the defect.
- 8.4. If Kioshi B.V. deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with Consumer. The maximum amount of compensation is, having regard to the Article on liability, equal to the price paid by Consumer for the product.

#### **Article 9. Warranty on business purchases**

- 9.1. Kioshi B.V. guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Kioshi B.V. also guarantees that the product is suitable for other than normal use. Otherwise, it applies that the product is suitable for normal use.
- 9.2. If the delivered product is not in conformity with the Agreement, Customer must inform Kioshi B.V. within a maximum period of 5 days after delivery. Should the Customer fail to do so, then the Business Consumer is no longer entitled to have the product repaired, replaced or (partially) refunded.
- 9.3. If Kioshi B.V. deems the complaint to be correct, the faulty product(s) will be repaired, replaced or (partially) refunded in consultation with the Customer.

#### **Article 10. Complaints handling procedure**

- 10.1. If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Kioshi B.V.'s service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.
- 10.2. Kioshi B.V. will respond to the complaint as soon as possible, and in any case within 5 days after having received it. If it is not yet possible for Kioshi B.V. to formulate a substantive reaction to the complaint by that time, Kioshi B.V. will confirm receipt of the complaint within 5 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.
- 10.3. If Customer is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

**Article 11. Liability**

- 11.1. This Article only applies if Consumer is a natural person or a legal entity who is acting in a professional or commercial capacity.
- 11.2. The total liability of Kioshi B.V. in respect of Consumer due to an attributable failure to perform the Agreement is limited to compensation not exceeding the price stipulated for that particular Agreement (including VAT).
- 11.3. The liability of Kioshi B.V. in respect of Consumer for indirect damage or loss, which in any case includes - but is explicitly not limited to - consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.
- 11.4. Aside from the cases referred to in the two previous paragraphs of this Article, Kioshi B.V. is not subject to any liability at all in respect of Consumer for damages, irrespective of the ground on which the action for damages is based. The restrictions set out in this Article, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of Kioshi B.V.
- 11.5. Kioshi B.V. will only be liable to Consumer on account of an attributable failure in the performance of an agreement if Consumer issues a proper notice of default to Kioshi B.V. without delay stipulating a reasonable period of time in which to remedy the failure, and Kioshi B.V. also continues to fail to perform its obligations after that period. The notice of default must contain a description of the failure in as much detail as possible to enable Kioshi B.V. to provide an adequate response.
- 11.6. Any event giving right to compensation is always subject to the condition that Consumer reports the damage or loss in writing to Kioshi B.V. as soon as possible, but no later than within 30 days after the damage or loss has arisen.

11.7. In the event of force majeure Kioshi B.V. is not liable to pay compensation for any damage or loss Consumer has incurred as a result.

**Article 12. Retention of title**

12.1. As long as Business Consumer has not made any full payment on the total amount agreed Kioshi B.V. will retain ownership of all the goods delivered (including possible debt collection costs and interest).

12.2. Before the transfer of ownership, Business Consumer is not authorized to, other than corresponding to his normal company and normal destination of the goods, sell, deliver or any other way of misappropriation. Furthermore, Business Consumer is not allowed to pawn the goods or to give any rights regarding the goods to third parties as long as the transfer of ownership has not been completed.

12.3. Business Consumer is obliged to keep any goods that are delivered under reservation of ownership with care and recognizable as property of Kioshi B.V.

12.4. Kioshi B.V. is entitled to withdraw any goods delivered under reservation of ownership and in the possession of Business Consumer, if Business Consumer has neglected to pay the invoices or has been confronted with payment difficulties.

12.5. Business Consumer shall give Kioshi B.V. access to his goods at any time to inspect and/or to exercise the rights of Kioshi B.V.

**Article 13. Personal details**

13.1. Kioshi B.V. will process the Consumer's personal details in accordance with the privacy statement published on the Website.

**Article 14. Final provisions**

14.1. This agreement is governed by the laws of the country of establishment of the webshop.

14.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Kioshi B.V. has its registered office.

14.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

- 14.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

### ***Contact details***

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

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