1. Definitions

a. Printingworld: Printingworld BV, located in Oostvoorne ;
b. Customer: a client of Printingworld;
c. Force majeure: a cause not attributable to Printingworld (such as incapacity for work, power or internet failure, terrorism, flooding), as a result of which compliance can no longer reasonably be expected from Printingworld
d. In writing: by letter, e-mail, fax, text or WhatsApp message

2. Set of agreements

a. These conditions are linked with the service and repair conditions, a service contract, a T&M order, an order confirmation or contract and/or other written agreements between Printingworld and the Customer.
b. Further written agreements may also involve changes to the original agreement and result in a different delivery date and/or total price.
c. In the event of a conflict, the most recently made written agreement applies.
d. If a term has been agreed or specified for the completion of certain work or for the delivery of certain goods, this is never a strict deadline. If Printingworld requires information for the execution of the agreement (e.g. pre-installation data), or has required security from the Customer, the execution period will not commence until the Customer has complied with this.
e. If provisions from the agreement are void or annulled, the other provisions will continue to apply and Printingworld and the Customer will agree on replacement provisions.
f. Printingworld expressly rejects the applicability of the Customer's terms and conditions.

3. Quotations and offers

a. A quotation or offer without a final acceptance date expires after one (1) month.
b. Printingworld cannot be held to a quotation or offer if the Customer can reasonably understand that there has been an obvious mistake or typo.
c. A quotation or offer will lapse if the product to which the quotation or offer relates is no longer available in the meantime.

4. Efforts on both sides

a. Printingworld acts as the best possible supplier, service provider and repairer.
b. The Customer reports a malfunction to Printingworld as quickly and completely as possible.
c. The Customer always provides Printingworld with good information and access, so that Printingworld can investigate a warranty claim and/or repair or eliminate the cause or defect.
d. The Customer behaves as the best possible user with regard to a system, delivered by Printingworld, in accordance with the agreed use and in a protective manner.
e. Printingworld and the Customer keep information about the company, the staff, the processes and the customers mutually confidential, unless this information is already public or must be made public by law.
f. The Customer is obliged to observe and follow safety regulations, guidelines, instructions, specifications and manuals for the correct use of systems.

5. Third parties

a. Printingworld may engage third parties at its own expense and risk. The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
b. The Customer indemnifies Printingworld against claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is not attributable to Printingworld.
c. If Printingworld is sued by a third party, the Customer is obliged to assist Printingworld both in and out of court and to immediately do everything that may be expected of him in that case. If the Customer fails to do so, the Customer must reimburse Printingworld for the damage and costs thereof.

6 . Prices and costs

a. Mentioned prices are excl. VAT. Costs (such as VAT, transport, packaging, legal costs) are agreed in writing.
b. Printingworld may reasonably increase prices, rates and costs if a contract lasts longer than one year or if an increase results from a law or regulation or from an increase that was not reasonably foreseeable when the agreement was entered into.

7. Software

a. Software supplied by Printingworld remains the property of Printingworld. If there is a threat of seizure of software, the Customer will show these conditions.
b. The Customer is permitted to install software supplied by Printingworld on a computer or network, as a backup for his own use, and for as many users as licenses.
c. The Customer installs updates that Printingworld provides in accordance with Printingworld's instructions.
d. When software is delivered, the conditions of the manufacturer's software (license) also apply.

8. Payment

a. Invoicing takes place upon delivery. If Printingworld has delivered a part, Printingworld is allowed to do so part invoicing.
b. The Customer pays an invoice from Printingworld within 8 days of the invoice date.
If an invoice is not paid on time, between 10% and 15% of the invoice amount will be charged as additional collection costs.
c. The Customer's payment obligation is not suspended by a warranty claim, the (partial) cancellation of a placed order and/or objections to the amount of an invoice.
d. Fixed costs for service and repairs are paid in advance, variable costs afterwards.

9. Retention of title

a. All goods delivered by Printingworld in the context of the agreement remain the property of Printingworld until the Customer has properly fulfilled all obligations.
b. The Customer must always do (and refrain from doing) everything that can reasonably be expected of him to safeguard the ownership rights of Printingworld, including giving access to Printingworld or third parties designated by them, immediately reporting seizure by a third party, keep it sufficiently insured, do not use it as a means of payment, do not resell it and do not pledge it.

10. Decrease

a. The buyer is obliged to accept the goods as soon as they are made available. If the Customer refuses to accept delivery or makes delivery impossible, Printingworld is entitled to store items at the expense and risk of the Customer. The risk of loss, damage or depreciation passes to the Customer at the time when the goods are made available to the Customer.
b. If the agreement is executed in phases, Printingworld may suspend the execution of those parts that belong to a subsequent phase until the Customer has approved the results of the preceding phase in writing.

11. Force majeure

a. In the event of temporary force majeure, the contractor will still fulfill the agreed obligations as best as possible and will be invoiced in accordance with the agreement.
b. After force majeure, the client and contractor can also agree that the agreement will be revised or dissolved.

12. Warranties, research and complaints, limitation period

a. The items to be delivered by Printingworld meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended for normal use in the Netherlands. Use outside the Netherlands is at the risk of the Customer.
b. The manufacturer's warranty provisions also apply between Printingworld and the Customer.
c. The warranty period starts upon delivery. If no statutory or written warranty period applies, the period of the warranty and all related claims against Printingworld will be a maximum of one year.
d. The Customer must report defects in writing to Printingworld within seven days of delivery.
e. The warranty does not apply to used equipment, software, wear parts and consumables (including glassware, print heads, drums, pumps, ink, and hoses), incorrect supplies or supplies not recommended by Printingworld, an incomplete or inappropriate hardware, software, electrical or telecom environment.
f. Warranty is limited to replacing or repairing the part or item. If replacement or repair is permanently impossible, Printingworld will reimburse the current value of the part or item. If Printingworld takes a replaced part or item with it, Printingworld becomes the owner of it.
g. Call-out costs and labor may be charged during the warranty period, unless 12b is broader.
h. The warranty lapses if a defect has arisen as a result of force majeure or improper or improper use by the Customer or third parties engaged by the Customer.
i. The Customer provides Printingworld with sufficient time and opportunity to investigate and remedy a possible defect.
j. The costs of an unfounded complaint will be borne by the Customer.
k. The warranty expires if (part of) the associated invoice is not paid on time.

13. Suspension, dissolution and cancellation

a. Printingworld is entitled to suspend the fulfillment of its obligations or to terminate the agreement, without obligation to pay compensation, if:
   - the Customer does not (fully) fulfill the obligations under the agreement or Printingworld receives information about the Customer that could cause this to occur;
   - the Customer has been asked to provide security and does not do so sufficiently
   - the Customer causes unreasonable delays
   -the Customer can (temporarily) no longer have access to its own funds, for example in the event of liquidation, (the application for) suspension of payments or bankruptcy of the Customer
b. If the agreement is dissolved, Printingworld's claims on the Customer are immediately due and payable. If Printingworld suspends the fulfillment of its obligations, Printingworld retains the claims under the law and the agreement.
c. If the agreement is terminated prematurely by Printingworld and there is no issue attributable to the Customer, Printingworld will, in consultation with and at the expense of the Customer, ensure the transfer of work still to be performed to third parties.

14. Liability and Applicable Law

a. Printingworld's liability amounts to a maximum of twice the invoice value and only applies in the event of fault or recklessness on the part of Printingworld.
b. Printingworld is not liable for indirect damage to the Customer of any nature, including consequential damage or consequential failures, software that causes a hardware problem and vice versa, lost profits, lost savings, business stagnation and/or data loss.
c. Printingworld accepts no liability for any system that has not been installed, maintained or repaired by or as instructed by Printingworld.
d. Printingworld is not liable for damage caused by a discontinuing system supplier.
e. Unless the law provides otherwise, Dutch law applies and the Dutch court has jurisdiction. The applicability of the Vienna Sales Convention is excluded.