

COOXS NETHERLANDS B.V.

General Terms and Conditions



General Terms and Conditions of COOXS Netherlands B.V., with its statutory seat in Kootwijkeroek. COOXS Netherlands B.V. is registered with the Chamber of Commerce under number 84783303.

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Article 1 – Definitions

- 1. Contractor/entrepreneur: COOXS Netherlands B.V.
- 2. Client: the party for whom the contractor performs services.
- 3. Consumer: the natural person who does not act in (any form of) a professional or business capacity.
- 4. Service: all work performed or to be performed by COOXS Netherlands B.V. for the client, based on the agreement.
- 5. Assignment: the agreement to provide services within the meaning of articles 7:400 et seq. of the Dutch Civil Code concluded between the client and the contractor.
- 6. General Terms and Conditions: these general terms and conditions of the contractor. These are general terms and conditions within the meaning of article 6:231 of the Dutch Civil Code.
- 7. Quotation: the written and/or electronic proposal (the offer) from the contractor to the client to carry out an assignment at a specified price.
- 8. Day: calendar day.
- 9. Distance Contract: a contract concluded between the client and the contractor in which the conclusion of the contract is made exclusively by using one or more techniques for communication at a distance.
- 10. Non-distance Contract: a contract concluded between the client and the contractor in which the contract is concluded at the client's home or any other (physical) location agreed upon.
- 11. Durable Medium: any means that allows the client or the contractor to store information personally addressed to them in a way that enables future consultation and unaltered reproduction of the stored information.

12. Force Majeure: circumstances beyond the control and not foreseen by the contractor, whether or not foreseeable at the time of concluding the contract, which are of such a nature that the contractor can no longer reasonably be expected to fulfill the contract.
13. Parties: client and contractor together.

Article 2 – Applicability

1. These terms and conditions apply to every offer, quotation, and/or agreement between the contractor and the client to which the contractor has declared these terms and conditions applicable, provided that the parties have not expressly and in writing deviated from these terms and conditions.
2. Various provisions in these general terms and conditions apply to consumers as referred to in Article 1, paragraph 3.
3. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the client. If this is not reasonably possible, it will be indicated before the distance contract is concluded that the general terms and conditions are available for inspection at the contractor and will be sent to the client free of charge upon request.
4. If the distance contract is concluded electronically, in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the client electronically in such a way that it can be easily stored by the client on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be consulted electronically and that they will be sent to the client electronically or in some other way free of charge upon request.
5. If one or more provisions in these terms and conditions are (fully or partially) null and void or declared null and void at any time, the other provisions remain in full force, and the null and void provisions will be replaced immediately by a provision that approximates the purport/intention of the provision as much as possible.
6. The provision in the previous sentence also applies to provisions of the agreement (for services).
7. Situations not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
8. Ambiguities in the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 3 - Formation of the agreement

1. The agreement is concluded upon the acceptance of the offer by the client. This acceptance is preferably in writing. In the case of electronic assignment, the contractor promptly sends an electronic confirmation to the client. As long as the receipt of this acceptance is not confirmed by the contractor, the client has the right to terminate the agreement.
2. The service agreement is concluded upon the acceptance of the quotation, sent by the contractor, by the client.
3. If the distance contract is formed electronically, the contractor shall implement appropriate technical and organizational measures to secure the electronic transmission of data and ensure a secure web environment. If the client can make electronic payments, the contractor shall take suitable security measures for this purpose.
4. Within legal boundaries, the contractor may verify whether the client can meet their payment obligations and ascertain all the facts and factors relevant to a responsible conclusion of the agreement. If, based on this

examination, the contractor has valid reasons not to enter into the agreement, they are entitled to refuse an order or request with justification or attach special conditions to its execution.

5. Every agreement is entered into with the condition precedent of sufficient availability of the relevant products and/or materials.
6. During the execution of the agreement, the parties may agree upon changes to the assignment or its execution in the broadest sense. These interim changes must always be confirmed by the parties to each other or are considered confirmed by the contractor if work on the modified activities has commenced. If interim changes occur, the client accepts that the agreed-upon schedule may be affected. The contractor informs the client, whenever possible in advance, as soon as possible about the effects of the interim change on the agreed compensation. Changes that result in additional work (or in any other way an increase in costs) are entirely at the expense of the client.
7. Agreements or arrangements with employees of the contractor who are not authorized to represent the contractor do not bind the latter unless confirmed in writing or electronically. In the case of cash payments by the client, the contractor shall always provide a receipt.
8. If the acceptance by the client deviates in any way from the offer made by the contractor, the contractor is never bound by it. Consequently, the agreement is not concluded in accordance with the deviating acceptance unless the contractor explicitly indicates otherwise.

Article 4 – The offer by the contractor

1. The offer by the contractor is at all times non-binding. The contractor is entitled to modify and/or adjust the offer.
2. If an offer has a limited validity period or is subject to conditions, this is explicitly stated in the offer.
3. The offer includes a complete and accurate description of the products and/or services offered. The description is detailed enough to enable the client to make a proper assessment of the offer. If the contractor uses images, they represent the offered products and/or services as truthfully as possible. Obvious mistakes or errors in the offer do not bind the contractor.
4. All indications in offers, quotations, or agreements, and their attachments, such as images, drawings, dimensions, weights, yields, and colors, as well as the properties of any provided sample items, are for illustrative purposes only. Slight deviations, therefore, do not fall under the responsibility or risk of the contractor.
5. Obvious typographical errors or mistakes in the contractor's offers release it from the obligation to perform and/or any resulting obligations for damages, even after the conclusion of the agreement.
6. Each offer contains sufficient information so that it is clear to the client what rights and obligations are associated with accepting the offer. This particularly includes:
 - The price, including taxes.
 - The manner in which the agreement will be established and the actions required for it.
 - The method of payment, delivery, and execution of the agreement.
 - The period for accepting the offer, or the period within which the contractor guarantees the price.
 - Whether the agreement will be archived after its conclusion, and if so, how the client can access it.
 - The way in which the client, before concluding the agreement, can verify and, if desired, correct the information provided by them as part of the agreement.
 - Any other languages in which, besides Dutch, the agreement can be concluded.

7. A composite quotation does not compel the contractor to perform a portion of the assignment for a corresponding part of the price specified in the quotation.

Article 5 – (Costs of) additional work

1. If the contractor deems it necessary to perform additional work to complete the agreed-upon performance successfully, this will be discussed and provided with a signed additional cost estimate.
2. Erroneous or belated information provided by the client may also result in additional work or other cost-increasing effects. These costs shall always be fully borne by the client.
3. Delays caused in any manner by the client can also have cost-increasing effects. These costs shall always be entirely the responsibility of the client.
4. The contractor will always engage in discussions with the client regarding a reasonable compensation. The client automatically agrees to the compensation if they do not wish to engage in discussions with the contractor.

Article 6 – Rights and obligations of the client

1. Prior to and during the execution of the agreement, the client is and remains obligated to provide the contractor with all necessary information and continue to offer all necessary cooperation, of which the client knows or ought to know that this information and/or cooperation is relevant or could be relevant for the correct and smooth execution of the agreement.
2. If, upon acceptance of the agreement or during its execution, facts or circumstances arise that may negatively affect the progress or outcome of the agreement, the client must promptly inform the contractor of such.
3. Among other things, the client must ensure that the contractor can access the site or space where the work is to be performed in a timely manner. Additionally, the client must provide all necessary cooperation, including but not limited to enabling the delivery, storage, and/or removal of equipment and/or tools.
4. Erroneous or belated information provided by the client may result in additional work as referred to in Article 5, Section 2.
5. The client is obligated to provide all necessary cooperation, as requested by the contractor, to remove any aboveground or underground obstacles that may adversely affect the contractor's work or cause damage.
6. Failure to fulfill the duties listed in the preceding sections shall constitute (partial) non-fulfillment of the agreement on the part of the client.

Article 7 – Rights and obligations of the contractor

1. The Contractor shall make every effort to provide good, quality products and shall execute the agreed-upon task to the best of their knowledge and abilities.
2. The aforementioned obligation constitutes a best-effort obligation and expressly not an obligation to achieve specific results, unless otherwise expressly agreed upon in writing by the parties.
3. The Contractor shall inspect the design, advice, or measurements at all times during the work.
4. The Contractor is (entirely) free to determine the order in which agreements are executed, unless the parties have expressly agreed otherwise in writing.
5. The Contractor is authorized to have the work performed by subcontractors. Concerning subcontractors, it is required

that they comply with the applicable laws and regulations at that time. In the absence thereof, the resulting sanctions and/or fines – even if imposed directly on the Contractor and/or its client – shall be entirely the responsibility of the respective subcontractor. The subcontractor shall indemnify the Contractor and the client against any damages incurred in this regard, such that the subcontractor is obliged to pay the fine(s)/damages as their own liability or to compensate the Contractor for the fines and/or damages paid by the Contractor and arising from the subcontractor's violation.

Article 8 – The price

1. All prices are in euros and exclude value-added tax (VAT) and other government-imposed levies. Any specific additional costs related to the import and/or customs clearance of goods to be delivered by the supplier to the client are not included in the price and are therefore the responsibility of the client unless otherwise stated in writing in the quotation/order confirmation.
2. The method of calculating the total price is disclosed in the offer or quotation. This can be either a fixed amount or it may be agreed that the final total price is determined during the execution. In the latter case, the contractor will keep the client informed of the state of the running account.
3. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In case of printing and typographical errors, the contractor is not obligated to supply the product at the erroneous price.
4. The contractor specifies a particular price in the quotation. The contractor also states that any price increases are at the expense and risk of the client.
5. Price increases within 3 months after the formation of the agreement are only permitted if they result from legal regulations or provisions. In such a case, the consumer is entitled to terminate the agreement.
6. Price increases from 3 months after the formation of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they result from legal regulations or provisions; or
 - b. the consumer has the right to terminate the agreement as of the day on which the price increase takes effect.

Article 9 – Conformity and warranty

1. The contractor guarantees that the products and/or services are conform to the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the legal provisions and/or government regulations in force on the date of the agreement. Therefore, the client is entitled to expect that the product does not exhibit defects when used in a normal manner according to the instructions provided by the contractor, within the expected lifespan of the product.
2. The contractor is never responsible for the ultimate suitability of the products for each individual application by the client, nor for any advice regarding the use or application of the products.
3. The client must always provide the contractor with the opportunity to rectify any defects.
4. The contractor offers a warranty period of 5 years for products and materials produced and supplied by the contractor. For products and materials supplied by a third party, the warranty period provided by that party applies.
5. The warranty does not apply, among other circumstances, if:

- The client has made unauthorized alterations;
- The client has relocated products on their own;
- The client has exposed the product to external factors, such as chemically aggressive substances, liquids, fumes, or gases;
- The client has not cleaned the product according to the instructions;
- The client has not used the original components or accessories;
- The client has neglected the product;
- Defects have arisen due to fire, flooding, lightning strikes, natural disasters, and other extraordinary weather conditions.

6. The warranty claims specified in this article are non-transferable.

Article 10 – The client's duty to complain

1. Complaints regarding the execution of the agreement must be submitted in full and clearly described to the contractor within 2 months after the client has discovered the defects. The client cannot claim that what has been delivered is not conform to the agreement if they have not informed the contractor within 2 months after discovering the non-conformity.
2. If the period mentioned in the preceding clause is not observed, the client can no longer invoke any non-conformity.
3. The contractor has established a sufficiently disclosed complaints procedure and handles the complaint in accordance with this procedure.
4. Complaints submitted to the contractor will be answered within 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the contractor will respond within the 14-day period with an acknowledgment of receipt and an estimate of when the client can expect a more detailed response.
5. In the event of complaints, the client should first contact the contractor.
6. A complaint does not suspend the contractor's obligations unless the contractor states otherwise in writing.
7. If a complaint is found to be valid by the contractor, the contractor will, at its discretion, either replace or repair the delivered products free of charge.
8. If it is determined that a complaint is unfounded, the costs incurred as a result (including but not limited to investigation costs) will be borne by the client.

Article 11 – Liability

1. Unless attributable to willful intent or gross negligence on the part of the contractor, the contractor is never liable for any damage suffered by the client and/or third parties, of any kind whatsoever, arising from or related to the agreement.
2. The liability of the contractor is limited to the direct damage suffered by the client.
3. The client is always obliged to minimize any potential damage to the greatest extent possible.
4. Notwithstanding the provisions of paragraphs 1 and 2 of this article, the liability of the contractor is at all times limited to the amount covered and paid out by the contractor's insurer. If the insurer does not make a payout or if the contractor is not insured, liability is limited to the invoice amount with a maximum of €25,000. Any further compensation for damages is expressly excluded by the contractor.

5. The contractor is not liable for any damage, loss, or disappearance, including theft, of the client's property that is stored, being processed, or transported by the contractor or third parties engaged by the contractor.
6. Any damage to the contractor's materials resulting from culpable actions by the client, arising from or related to the agreement, is therefore at the expense and risk of the client.
7. If the delivery of products or the provision of services cannot take place in whole or in part due to force majeure, the client shall have no right to terminate the contract, seek any form of compensation, or reduce the agreed total price. Force majeure includes anything that, according to the standards of reasonableness and fairness, can be classified as such, including but not limited to natural disasters.
8. If the client fails to meet the aforementioned obligations or otherwise does not fulfill obligations towards the contractor, the contractor is entitled to suspend, discontinue, or completely or partially terminate, cancel, or amend the performance of the agreement. The contractor shall not be responsible for any compensation to the client in this regard. In the event of termination, cancellation, or amendment of the agreement, the contractor does have the right to charge the client a compensation of 50% of the invoice amount of the agreement, without prejudice to the contractor's right to full compensation. Furthermore, the client is fully liable to third parties for the consequences of termination, cancellation, or amendment and shall indemnify the contractor accordingly.

Article 12 – Payment by the client

1. Payment must always be made within 14 days from the date of the invoice. The client is not entitled to set off any claim against the contractor with the amounts invoiced by the contractor.
2. The contractor always has the right to invoice deliveries or delivered goods in partial deliveries.
3. Payment is made by deposit or transfer to a bank or giro account designated by the contractor. The contractor always has the right to require security for payment or advance payment, both before and after the conclusion of the agreement, suspending the execution of the agreement by the contractor until the security is provided and/or the advance payment is received. If the advance payment is refused, the contractor is entitled to terminate the agreement, and the client is liable for any damages arising therefrom for the contractor.
4. The contractor is entitled to suspend the delivery of goods held by the contractor for the client in connection with the execution of the agreed work until all payments due to the contractor by the client are fully settled.
5. When payment is not made in a timely manner, the client is in default by operation of law without the need for a formal notice of default. From that moment, the client is liable to the contractor for statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code.
6. Without prejudice to the other rights of the contractor under this article, the client is required to compensate the collection costs incurred by the contractor, which go beyond sending a single reminder or the submission of a settlement proposal that is not accepted, obtaining simple information, or the usual compilation of the case. These costs are determined based on the applicable guidelines at that time in Dutch courts.
7. The applicability of Article 6:92 of the Dutch Civil Code is excluded concerning the penalty clause included in this article.

Article 13 – Suspension/termination of services by the contractor

1. The contractor reserves the right to suspend or terminate services to the client in case of non-payment or delayed

payment and/or breach of the terms and conditions.

2. Suspension or termination does not release the client from their payment obligation for outstanding invoices.
3. No compensation or refund will be provided for the suspension or termination of any services due to a violation of one or more rules in these terms and conditions.

Article 14 – Intellectual property and penalty clause

1. All intellectual property rights are vested with the contractor, including but not limited to copyrights, trademark rights, patent rights, database rights, model rights, and trade name rights.
2. All photos and texts on the website are owned by the contractor and may not be reproduced, copied, published, stored, modified, or used in any form without the prior consent of the contractor.
3. Work, products, and/or services specifically designed, developed, and/or assembled for the client in the execution of the agreement are and remain the property of the contractor, unless otherwise agreed by the parties.
4. Under no circumstances may the client use the contractor's intellectual property rights in a manner that could be harmful to the contractor.
5. In the event of a breach of the aforementioned clauses, the client will incur, for the benefit of the contractor, an immediately payable penalty of €2,000 per violation, without the need for a formal notice or demand, plus €150 for each day the violation persists, without prejudice to the contractor's right to claim full damages in place of the penalty.

Article 15 – Terminations

1. Termination is subject to negotiation, taking into account the costs associated with the hours worked.

Article 16 – Applicable law

1. Agreements and their execution between the parties to which these general terms and conditions apply are exclusively governed by Dutch law.
2. Clause 1 is also applicable if the client resides abroad.
3. The parties will resort to the courts after making every reasonable effort to amicably resolve any disputes. Unless otherwise mandatorily stipulated, the court with jurisdiction over the contractor's place of residence is designated to hear such disputes.
4. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

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