

GENERAL CONDITIONS:

General sales and delivery of Kemp Elektroniks.

DELIVERY:

1. Applicability

- 1.1 These General Conditions apply to all offers of Kemp Elektroniks and all Kemp Elektroniks agreements.
- 1.2 In addition to these Terms and Conditions may, where expressly indicated Additional Conditions applicable to certain services and / or products.
- 1.3 Of the these Terms and Conditions may only be waived if expressly agreed in writing and in which case the other provisions of these Terms remain in full force.
- 1.4 If the buyer to its general terms refers are not applicable unless expressly written by Kemp Elektroniks agreed to.
- 1.5 The "buyer" means any visitor to the website or any natural or legal person with Kemp Elektroniks in a contractual relationship of any kind or heated.
- 1.6 Kemp Elektroniks reserves the right to change these conditions to adjust to legal standards according the Dutch law.
- 1.7 The use of the Internet website of Kemp Elektroniks and / or placing an order the buyer accepts these Terms and Conditions and all other rights and obligations as listed on the website.

2. Offers and development agreements.

- 2.1 Offers are valid while stocks last. Offers true the Internet site will be notified by telephone or by fax or by E-mail.
- 2.2 A personalized quote is valid for a period of two (2) weeks, unless a different period is stated in the tender.
- 2.3 A contract is established at the time an order is given to the buyer by e-mail or mail is sent to the buyer.
- 2.6 Buyer and Kemp Elektroniks expressly agree that use of electronic communication constitute a valid contract is established once the conditions in Article 2.1 and 2.3 are satisfied. Especially the absence of an ordinary signature does not affect the binding force of the offer and acceptance. The electronic files of Kemp Elektroniks will extent the law allows, apply it as a presumption of evidence.
- 2.7 Information, images, communications, by telephone or via e-mail and statements of applicability with respect to all items and the main characteristics of the products as accurately as possible (again) or done. Kemp Elektroniks does not guarantee that all products and deals fully with the information or application into conformity. Exceptions can not, in principle, give rise to damages and / or dissolution.

3. Prices.

- 3.1 All prices are expressed in Euros, in accordance with the laws on this subject, and include VAT.
- 3.2 Special offers are only valid for the duration as indicated in the tender. This statement is printed or displayed on the website relating to this special offer. These periods are always similar.
- 3.3 The buyer is the price that Kemp Elektroniks in its confirmation pursuant to Article 2 of these conditions has communicated. Manifest (manipulation) mistakes in the quote, such as obvious errors, may also after the agreement by Kemp Elektroniks corrected.
- 3.4 Freight are not included in the price.

4. Payment

- 4.1 When ordering via the web site may, be paid through an advance reimbours, PayPal or Ideal. Advance made by the order stating the order number over to Rabobank, account 1435.56.118 to the attention of Kemp Elektroniks. Upon receipt of the payment order is processed and the goods are sent.
Kemp Elektroniks the payment options in the future to expand. Other payment options will be made known through the internet site or through a written notice of Kemp Elektroniks
- 4.2 In the case by Kemp Elektroniks payment is agreed is that by the end of this period only the buyer is in default.
Payment can only be agreed in writing by then and to agreed conditions.
- 4.3 Failure or non-payment the additional costs are always borne by buyer.
- 4.4 Charge to the Buyer will provide all the (extra-) legal fees of any kind, which Kemp Elektroniks as a result of breach by Buyer of its (payment) obligations to make.
- 4.5 In case of late payment Kemp Elektroniks authorized agreement with immediate effect to terminate or (further) supply to be suspended until the buyer has fulfilled the commitments fully, the payment of interest and costs.

5. Supply and delivery time.

- 5.1 Orders are delivered as quickly as possible. In principle aims Kemp Elektroniks forward orders within 5 working days to send. Delivery is valid only as an indication and is never a deadline. Kemp Elektroniks may be further information on delivery times indicated on the website or otherwise in writing. Such information is only an indicative character. The maximum delivery time will be 30 days unless otherwise agreed. If the delivery is not feasible, we tell you. You have the right to terminate the agreement. Sums paid as soon as possible but within 30 days credited.
- 5.2 If a product is temporarily out of stock, the product will be ordered, will be indicated when the product is available. Delays will be sent to the buyer by email or telephone reported.
- 5.3 Deliveries will take place at the Buyer at the completion of the specified address.
- 5.4 The risk of loss or damage to the product being the subject of the agreement, goes to the customer at the time it to the customer legally and / or actually delivered and the power of the customer or by the customer to third parties is.
- 5.5 For deliveries abroad may apply.

6. Barter and right

- 6.1 The buyer is required to provide the products immediately after receipt carefully (do) inspect. Agreements with consumers where only buyers using electronic communications, the consumer purchaser the right, without penalty and without giving any reason for a right to exercise within seven (7) business days after delivery of the product in question. This right shall be excluded to:
"Established in accordance with specifications of the buyer;
"Clearly personal in nature;
"By their nature can not be returned;
«Rapidly deteriorate or;
"Audio and video recordings or computer software if the buyer has their seal broken;
"Newspapers and magazines.
- 6.2 If the consumer purchaser of the right mentioned in the preceding paragraph is exercised, it is Kemp Elektroniks care for repayment within 30 days.
- 6.3 If the buyer is a consumer item has ordered a refund, if it is refused and refund the shipping and handling fee will be charged separately.

7. Retention of

- 7.1 After full payment is the product property of the customer.

8. Warranty and liability

8.1 Kemp Elektroniks ensures that the supplies meet the usual requirements and standards which can be made and are free of any defects, too.

8.2 The purchase receipt as proof regarding the warranty.

8.3 Kemp Elektroniks is never obliged to pay any compensation to the buyer or others, unless there is intent or gross negligence on the part of Kemp Elektroniks. Kemp Elektroniks is never liable for consequential or consequential loss, indirect damage and loss of business.

8.5 If, for whatever reason, is bound to compensate any damage or damages will not exceed an amount equal to the invoice value to the product or service which the damage was caused.

8.6 Subject to the provisions of this Article, can not be guaranteed if wear can be regarded as normal and in the following cases:

- Any changes in or on the product are made, including repairs not authorized by Kemp Elektroniks or manufacturer are carried out - If the original invoice can not be ruled out, is modified or made illegible;

- If defects caused not by the corresponding destination or improper use;

- Where damage is caused by intent, gross negligence or negligence.

8.8 The buyer is held Kemp Elektroniks to indemnify for any claim by third parties in relation to the contract at Kemp Elektroniks should be stated, where the law does not preclude that the damage and cost to the buyer should come.

The buyer obliged to product Kemp Elektroniks to return so a proper assessment and handling of warranty claims to deliver. If a complaint is upheld Kemp Elektroniks are required to provide an equivalent product unless otherwise agreed.

8.9 In addition to this warranty provisions, statutory warranty provisions in force.

Any by the company as a guarantee scheme offered does not affect the rights of the consumer against the company may make under the law and the contract.

Any by the manufacturer or importer warranty does not affect the rights of the consumer against the company may make under the law, the contract and the company's warranty.

9. Force Majeure

9.1 In case of force majeure, Kemp Elektroniks not taken its obligations to the buyer to meet and the obligation shall be suspended for the duration of the force majeure.

9.2 Force majeure shall mean any circumstance independent of its will, thus fulfilling its obligations to the buyer is fully or partially prevented. Those circumstances include strikes, fires, business disturbances, power failures, no or non-timely delivery by suppliers or other third parties enabled. Also, the mean interference in a force majeure (telecommunications) or network connection or communication systems used and / or at any time not available from the website.

10. Intellectual property.

10.1 The Buyer acknowledges that all intellectual property rights of displayed information, communications or other expressions concerning the products and / or on the Internet site based in Kemp Elektroniks, its suppliers or other copyright holders.

11. Personal data.

11.1 Kemp Elektroniks, the data from the buyer only process in accordance with its privacy policy. Kemp Elektroniks taking the applicable privacy regulations and legislation in eight.

12. Applicable law and competent court.

12.1 All offers and agreements is in Dutch law.

13. Left

13.1 The website of Kemp Elektroniks can ads to third parties or links to other sites. The privacy policies of these third party sites or their Kemp Elektroniks no influence and is not responsible.

14. Your rights

14.1 You can always Kemp Elektroniks ask what information about you are processed. To do this please e-mail. You can also e-mail to Kemp Elektroniks questions improvements, additions or corrections, which Kemp Elektroniks as soon as possible to process. If you no longer want to receive information on your e-mail inform Kemp Elektroniks about this. Transmission of information occurs only if you entered your email address.