



Handed By
General Terms and Conditions
Business to business



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General Terms and Conditions Handed By

In this document you will find the General Terms and Conditions of Handed By, hereinafter 'Seller'. Seller initially refuses all General Terms and Conditions of other Parties, unless stipulated otherwise in the Agreement or in these General Terms and Conditions. You can derive no rights other than those stated in these General Terms and Conditions.

1. Company data

Seller is located at **Nijverheidsweg 13** in **IJsselstein**, postal code **3401 MC**. Seller is registered with the Chamber of **Commerce** under the **number 58439099**.

Do you have questions about our Terms and Conditions? Then you can reach us via the following:

info@handedby.com | +31 (0)348 – 471 714

[Nijverheidsweg 13 | 3401 MC | IJsselstein](#)

[Chamber of Commerce No. 58439099 | VAT No. 853039987B01](#)

2. Definitions

- **General terms and conditions:** conditions as referred to in this document;
- **Day:** calendar day;
- **Service:** service as offered by seller and decided on as per Agreement;
- **Digital content:** data produced and delivered in digital form;
- **Seller:** Handed By as shown in **Article 1**;
- **Other party:** any (legal) person who purchases a service to perform any form of work from Seller;
- **Product:** Product as indicated on the Seller's website, intended for sale. This includes bags;
- **Agreement:** any Agreement that, regardless of how, is agreed upon between the Seller and the Other party;
- **Parties:** Seller and Other party mentioned together;
- **Written communication:** all communication that does not take place verbally, digital communication also applies under this formulation.

3. Applicability

1. The Seller's General Terms and Conditions apply to any Agreement between the Seller and the Other party. General Terms and Conditions of each Other party are in principle rejected. Only if the Parties have explicitly agreed in writing the General Terms and Conditions of the Seller do not apply.
2. If there is any deviation from one or more provisions of these General Terms and Conditions, the other provisions will continue to apply.
3. Changes to these General Terms and Conditions agreed to in writing only apply to the cases specified in that specific Agreement.
4. The General Terms and Conditions do not have to be explicitly agreed to again and again after the first time but are deemed to have been tacitly accepted. This applies to all further Agreements between the Seller and the Other party.

4. Offer and quotation

1. Seller makes an offer on the website. An offer can also be made by telephone or e-mail.
2. Quotations from the Seller are without obligation unless a period for acceptance is included in the quotations.
3. If a quotation as mentioned in paragraph 1 of this article is accepted by a counterparty, the Seller has the right to withdraw the offer for two working days after receipt of the acceptance.
4. All prices mentioned in the quotation are exclusive of sales tax.

5. The offer made by Seller has been drawn up on the basis of information provided by the Other party.
6. The offers and quotations stated in the quotations, orders and on the order forms are made on the basis of the prices and specifications applicable at that time.
7. Images, drawings, indication of sizes and further descriptions are as accurate as possible, but not strictly binding. Minor deviations are permissible, while in the event of an interim design change, the Seller is entitled to deliver the modified model.
8. The Seller is not bound to deliver at a price stated in the quotation if this price is based on a printing or writing error.
9. In the event of telephone orders, the Seller is not liable for incorrect delivery and/or invoicing caused by the relevant telephone statement. Written confirmations of orders by telephone that arrive after the date of the deliveries of the Products ordered by telephone that have already taken place do not affect this.

5. Agreement

1. The Agreement between the Seller and the Other party is concluded by offer and acceptance (*article 6:217 of the Dutch Civil Code*).
2. An Agreement is only concluded, including changes and additions, if the Other party submits the quotation; order; or signed the Seller's order form. Orders placed by telephone only result in an Agreement when they have been confirmed in writing by the relevant Seller.
3. Each Agreement is concluded by the Seller under the suspensive condition, that the creditworthiness of the Other party has proved sufficient and/or the seller's request has been guaranteed by the Other party with sufficient certainty.
4. During the execution of the Agreement, the Seller has the right, at the expense of the Other party, to demand security regarding its creditworthiness.
5. In the execution of the Agreements, whereby the Seller can use the services of third parties, the Seller will take due care towards the Other party.
6. Assessment of whether the Seller has fallen short in the fulfilment of one or more obligations (from the Agreement) is up to the Seller. After all, all work is carried out on the basis of data provided by the Other party.

6. Implementation of the Agreement

1. Seller guarantees that a delivered Product complies with the Agreement. The seller is assessing whether the Products delivered by the Seller comply with the Agreement.
2. The Seller will always take due care in the execution of the Agreement.

7. Prices

1. The price for the Products to be delivered is the price as stated on the Seller's website or the Seller's offer.
2. Seller reserves the right to change prices displayed on the website.
3. Prices on the website do not include VAT.
4. Price increases within 3 months after the conclusion of the Agreement are only permitted if they are the result of legal regulations or provisions.
5. If more than three months have elapsed between the conclusion of the Agreement and the delivery and during that period the prices of materials, raw materials or semi-finished products, wages, premiums whatever, freight, taxes, foreign exchange rates and/or other cost factors of the Seller have increased to such an extent that the cost price for the Seller has become more than 5% higher, then the Seller is entitled to charge a higher selling price corresponding to the cost increase, without the Other party having the right to dissolve the Agreement, while the Seller is under no circumstances obliged to pay any compensation as stated in Article 17.

8. Payment

1. Payment must be made to the Seller on a bank or giro account to be designated by the latter due to the delivery of Products, without discount or debt comparison within 10 Days of the invoice date, unless otherwise agreed.
2. In the event of the sale of non-standard products, the Seller is entitled to demand a prepayment from the Other party, in which case this will be communicated to the Other party.
3. Purchasing Products on credit is possible only upon obtaining the Seller's written consent.
4. The Seller may, for reasons of its own, grant a payment discount, all provided that it has been expressly agreed between the Parties. Such a discount will be calculated on the invoice amount excluding freight and insurance costs and tax and will be stated by the Seller on the invoice.
5. In any case, the Seller is entitled, until its total claim against the Other party has been paid, to exercise its right of retention in respect of Products that it has under its control of the Other party.

9. Standby orders

If the Seller and the Other party have agreed a set term for standby orders, all reasonable costs arising from any delay in the other party's purchase shall be borne by the other party

10. Delivery

1. Unless otherwise agreed, delivery is ex warehouse. Deliveries are free domicile only in the case of an agreed order size.
2. The Seller shall choose the means of conveyance. The actual delivery shall be made at the location closest to the workplace or warehouse that the vehicle in question can access and exit safely via a roadway suited to the vehicle.
3. The Other party is obliged to arrange for the unloading of the Products referred to in paragraph 1 of this article to take place as soon as reasonably can be expected after arrival of the means of transport. In doing so, the Other party will observe a normal unloading time with sufficient suitable personnel and equipment. In the event of unloading, the Other party must observe the instructions of the carrier.
4. According to the Seller's insights, the Seller supplies a final product that complies with the Agreement with the Other party.
5. All delivery times are purely indicative and approximate. Unless expressly agreed otherwise in writing, the delivery times indicated by the Seller shall not be considered firm.
6. Reasonable delays in delivery shall not constitute grounds on which the Other party may terminate the contract.
7. The Seller's liability for any damage sustained by the Other party as a result of the Seller failing to honour a firm delivery date shall, with due observance of the provisions set out under Clause 17, be limited to the following:
 - The Seller shall be fully liable for an intentional act or omission committed by, or negligence attributable to, the Seller or any managerial staff employed by the Seller, or for an intentional act or omission committed by, or gross negligence attributable to, other staff.
 - The amount shall not exceed the invoice price. Under no circumstances shall the Seller be liable for loss of profit, or loss or damage sustained as a result of operational standstills.

11. Risk

1. As long as delivery is made pursuant to the provisions of Clause 10(2), the Products shall be loaded and transported to the Other party at the Seller's risk.
2. The Other party shall bear all costs arising from, and assume all risks relating to, the unloading of Products as referred to in Clause 10(2).

12. Other party obligations

The Other party must check all Products delivered ex warehouse immediately upon delivery to assess whether they comply with the terms of the contract, particularly to determine the type of Products and

their quantity, as well as the quality requirements which have been specifically agreed or which could normally be assumed in similar instances.

13. Right of complaint

1. The Seller cannot be held liable for Products delivered which fail to meet the terms set out in the contract if the Other party does not notify the Seller within eight (8) days of delivery. The Other party must notify the Seller in writing. The Seller should receive the notification within at least forty-eight (48) hours of the other party's having discovered the defect(s).
2. The complaint must be dated and must bear the number of the invoice in question.
3. The Seller cannot be held liable for clearly visible defects in, or damage to, the Products delivered unless the Other party noted such defects and/or damage on the delivery note or transport document or had the forwarding agent draw up a report of these defects and/or damage.
4. In respect of Products delivered that fail to meet the terms set out in the contract, the burden of proof lies with the other party.
5. If the Other party makes complaints to the Seller about Products delivered, the Other party must act with due dispatch to provide the Seller with an opportunity to inspect and examine the Products. The Other party must provide the Seller with the opportunity to carry out any further examination of the Products (by surrendering the Products to the Seller if necessary), which the Seller shall undertake as unobtrusively as possible. Should the complaints prove unfounded, the Other party shall bear any, and all reasonable costs actually incurred as a result of the necessary examination.
6. Minor deviations in the Products delivered (e.g., in dimension, colour, shape or packaging) shall not constitute grounds for the Other party to cancel the order or the delivered Products, to refuse payment or any part thereof, or to sue the Seller for damages. The foregoing provision shall also apply to any modifications introduced by the supplier/manufacturer from which the Seller purchases its Products in so far as such modifications do not actually affect the Products.
7. Notwithstanding the other party's right to suspend performance, the Other party shall still be liable to pay for, and to purchase, Products that it has ordered, even if it has made a complaint in a timely manner.
8. Complaints made in a timely manner shall not be addressed if it appears that a third party has altered, or repaired Products supplied by the Seller.
9. The Seller shall not accept return shipments unless it has been notified in writing of such a shipment in advance. The Other party shall pay the cost of carriage of any return shipments and ensure that such shipments are well packed, failing which the other party's right to claim back Products [*reclamerecht*] may lapse at the Seller's discretion.

14. Cancellation, suspension, dissolution of the Agreement

1. Only with the prior written consent of the Seller can the Other party cancel an Agreement, or to return already delivered Products.
2. If, on the basis of the paragraph of this article, cancellation of the Agreement is carried out or the Products delivered are returned, the Other party will owe the Seller all reasonable costs actually incurred as well as the lost profits.
3. The Seller has the right, if the Other party fails in any way to fulfill its obligations with regard to deliveries previously performed by the Seller, to suspend its own obligations towards the Buyer and to cancel current orders or parts thereof. The same applies if it turns out that the alleged creditworthiness as referred to in article 5, paragraphs 2 and 3 of these General Terms and Conditions has turned out to be incorrect, the latter at the discretion of the Seller or its credit insurance company.
4. The Agreement concluded between the Parties will terminate immediately and by operation of law if the Other party is declared bankrupt, is granted a moratorium, is placed under guardianship or is proceeded to (enforceable) sale of the Other party's business. and fulfillment of the obligations under this Agreement is not guaranteed, provided that an arrangement has been agreed whereby the rights and obligations as agreed in the Agreement concluded between the Parties have been transferred to a new Counterparty, in consultation with the Seller.

15. Intellectual property law

1. All images, texts, videos or sound materials posted by the Seller on the website are the property of the Seller.
2. The Seller remains the owner of the intellectual property rights such as copyright and/or design law with regard to images, drawings, designs, models, accounts, calculations and further descriptions including catalogues or prospectuses relating to the delivered Products.
3. Under the Copyright Act, it is not permitted to distribute or reproduce these works without the express and written permission of the Seller.
4. If a work is distributed or reproduced without explicit and written permission, Seller will issue a penalty in the form of a fine amounting to the lost profit/financial damage suffered.

16. Force majeure

1. The Seller is not liable for damage resulting from circumstances that could not have been foreseen for the Seller at the time of entering into the Agreement. Such circumstances include: lack of raw materials, factory failure of any kind, strike, exclusion of or lack of workers, quarantine, epidemics, pandemics, natural disasters, mobilization, martial law, state of war or war, traffic inhibition in railways or lack of means of transport, traffic blockades, illness regardless of the reason or cause thereof, the carrier cannot deliver or other unforeseen circumstances that were not known at the time of entering into the Agreement.
2. The Seller has the right to suspend or dissolve the performance of the Agreement in the event of force majeure. This does not entitle you to the refund of funds.
3. If the Seller later executes a temporarily suspended part of the Agreement, the Other party shall owe the entire agreed consideration without any form of discount.

17. Conformity and warranty

1. The Seller guarantees that the Products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions existing on the date of the conclusion of the agreement.
2. All Delivered Products through the Seller are subject to a warranty period of two (2) years.
3. The Other party can only claim a guarantee if it has the proof of purchase in its possession.
4. The Other party cannot make a claim under the guarantee if:
 - The Other party has processed and/or repaired the delivered Products itself or had them repaired and/or processed by third parties;
 - Does not have proof of purchase in possession.

18. Statutory interest/extrajudicial costs

1. In the event of late payment of the amount due, the Seller has the power to pay the statutory interest ex. 6:119 of the Dutch Civil Code, calculated from the Day of entry of the default.
2. The extra-marital expenses incurred by a party to enforce payment of a debt may be charged to the inadequacies.

19. Liability

1. Any liability, both contractual and extra-contractual, (except liability as a result of intent or gross negligence) of the Seller and - if it should arise its directors and employees, is limited to the amount paid at the time of purchase of the Product.
2. If the Seller should be liable, this liability is limited to what is regulated in this provision.
3. If the Seller should be liable, this liability is limited to the amount stipulated in the Seller's professional and/or company liability insurance.
4. In the event that the Seller has been provided with a guarantee, the latter will be accepted liability insofar as this result from the warranty.
5. Seller's liability is at all times limited to an amount corresponding to 100% of the invoice amount.

6. The Seller is not liable for damage of any kind caused by the Seller based on incorrect and/or incomplete data provided by or on behalf of the Other party.
7. Seller is only liable for direct damage.
8. Direct damage is only understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to ensure that the defective performance of the Seller complies with the Agreement, insofar as these can be attributed to the Seller and reasonable costs, made to prevent or limit damage, insofar as the Other party demonstrates that these costs have led to limitation of direct damage as referred to in these General Terms and Conditions.
9. Seller is never liable for indirect damage.
10. Under no circumstances is the Seller liable for any guarantees and securities given by third parties or (personnel of) the Seller.
11. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Seller.

20. Retention of title and pledge

1. The Seller shall retain ownership of all Products that it delivers to the Other party until such time as the purchase price of all such Products has been paid in full. The retention of title shall also apply to any amounts owed by the Other party which the Seller might obtain because of the other party's failure to meet one or more of its obligations to the Seller or any damages payable by the Other party to the Seller.
2. Products subject to the Seller's retention of title may be resold only in the context of the other party's normal business activities.
3. If the Other party fails to meet its obligations to the Seller, or if there is a cause for concern that the Other party will fail to meet such obligations, the Seller is entitled to collect, or to have collected on its behalf, Products delivered which are subject to the retention of title from the Other party or from any third parties charged with retaining the Products. The Other party must cooperate fully with the Seller to this end, failing which the Other party shall forfeit a penalty to the Seller of ten (10) per cent of the amount due for each day (whereby part of a day shall constitute a single day) that the Other party fails to cooperate, without prejudice to the other party's obligation to surrender the Products in question.
4. In the event that third parties wish to establish or exercise rights in respect of Products subject to the Seller's retention of title, the Other party must notify the Seller immediately and inform the third parties of the Seller's retention of title.
5. Within reasonable limits, the Other party must cooperate with any measures that the Seller wishes to take to protect its proprietary right in respect of the Products.
6. As long as the Other party still has an obligation to pay the Seller, all Products located on the other party's premises originating from the Seller shall constitute the Seller's property in accordance with the retention of title embodied in the present Clause.
7. The Seller hereby reserves *nunc pro tunc* any Products delivered, which, having been purchased by the other party, have become the property of the Other party and which are still in the other party's possession, as pledges as referred to in Article 237, Book 3 of the Dutch Civil Code [*Burgerlijk Wetboek*] as additional security for claims – other than those enumerated in Article 92(2), Book 3 of the Dutch Civil Code – which the Seller may, for whatever reason, have against the other party. At the Seller's first demand, the Other party shall cooperate in effecting registration of the pledge.

21. Incoterms

All trade names, expressions and abbreviations in Agreements or correspondence relating thereto must be construed in accordance with the meaning given to them in the most recent publication of "Incoterms" by the International Chamber of Commerce in Paris. A Publication can be obtained from: ICC Nederland, PO Box 95309, 2509 CH The Hague.

22. Policy on Complaints

1. The Other party must report any form of complaints or comments within a reasonable period of time, after discovery of a defective Product. Complaints or comments can be made known to the Seller via e-mail.
2. The Other party is obliged to substantiate the complaint with photos by e-mail.
3. The Seller will contact you within 7 Days after publication of the complaint, to discuss the complaint and further steps to be taken.
4. Assessment of the form of work carried out for the repair of the defect is always on the part of the Seller.

23. Privacy and Other party data

Seller at all times acts in accordance with the General Data Protection Regulation and/or related laws and regulations. For more information [see our privacy policy](#).

24. Conversion

If and insofar as on the grounds of reasonableness and fairness or the unreasonably onerous nature no appeal can be made to any provisions of the Agreement and General Terms and Conditions, the relevant provision will in any case have an equivalent meaning as far as possible in terms of content and scope so that an appeal can be made.

25. Aftereffect

If it is expressly or tacitly intended that provisions in these General Terms and Conditions remain in force, they will remain in force after termination of the Agreement between the Parties.

26. Conflicting clauses

If the General Terms and Conditions and the Agreement contain conflicting provisions, the provisions as set out in the Agreement concluded between the Parties shall apply. This only applies if it contains an explicit order confirmation. In any other case, the provisions, as set out in these General Terms and Conditions apply.

27. Governing law

Dutch law applies to all Agreements between Other party and Seller, as well as these General Terms and Conditions.

28. Choice of forum

The District Court of Midden-Nederland, location Utrecht (Chamber of Civil Affairs/Canton) has jurisdiction to hear disputes. Nevertheless, Seller has the right to submit the dispute to the court competent under the law.

29. Amendment of the general terms and conditions

Taking into account the possible evolutions of the website and the working method of the Seller, Seller reserves the possibility to modify or change these General Terms and Conditions at any time. In that case, the new General Terms and Conditions will be communicated to the Other party by modification and will apply to any Agreement that is realized after the change.

30. Final provision

In all cases where these General Terms and Conditions do not provide, the Agreement will be interpreted in the light of these General Terms and Conditions and in reasonableness and fairness.



Do you have questions regarding our Terms and Conditions? Please feel free to contact us via the email address below.

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