

Short summary of the General Terms and Conditions of Glasblazerij Jaap de Graaf b.v.

This short summary gives you a global view of what is stated in all of our General Terms and Conditions. Our legal relationships are therefore determined exclusively by the full text, that has been deposited by the district court in Dordrecht under number 12683. If you wish, we can send you a copy free of charge.

In general:

These General Terms and Conditions apply to all our legal acts. The Dutch law is applicable. The applicability of other Terms and Conditions is explicitly excluded.

Offers:

All our offers are non-committal in principle, unless we indicate a certain period of validity. We are not liable for an incorrect data submitted, shown by our offers.

Contracts:

Agreements and further commitments and / or changes are binding after our first written confirmation. We are authorised to require assurance in advance and to make use of third parties during the execution of the agreement.

Force majeure / liability:

In case of force majeure, we can suspend our obligations or dissolve our agreement.

Payment:

30 days after the invoice date, unless otherwise has been agreed. We retain the right to, in case of a failure to pay, charge the legal interest rate increased by 1% per (part of a) month. All the recovery costs that will be accrued are for the buyer. The extrajudicial collection costs amount to at least 15% of the total due and are also for the account of the buyer. We also retain the right to supply the buyers, who repeatedly haven't complied with our payment terms, cash on delivery.

Retention of title

As long as our client hasn't made the full payment for an agreement between the parties regarding the execution of work or the purchase and sale of goods, the delivered goods are for his own costs and risk, and it stays, whether processed or unprocessed, our property. In case our client doesn't fulfil a obligation of an agreement with us regarding the execution of work or sale of goods, we are entitled to withdraw the goods without notice, regardless of whether they have been processed. In this case, the agreement is terminated without judicial intervention, we have the right without prejudice to claim compensation for damage, loss of profits and interest.

Advertising:

8 days after delivery, advertisements must be notified to us in writing. Subsequently the other party has been bound. Advertisements in respect of hidden defects can be submitted within 3 months after the date of delivery and within 3 days after observation.

Disputes:

Disputes will be submitted to the authorized judge of our place of business, unless we choose otherwise. Amicable settlements will not create rights / obligations for the future.