

Terms of delivery Biardo

Definitions of conceptions mentioned in these Terms of delivery.

Biardo: user of these Terms of delivery and Seller/Lessor of survival suits, lifejackets and thereto belonging accessories.

Agreement: written or verbal agreement between Biardo and the customer regarding rental or sale of goods supplied by Biardo.

Customer: the enterprise or private who arranges a rental or sale agreement with Biardo or is asking for a quotation.

Warranty: by manufacturer granted warranty on rented/sold goods supplied by Biardo to the customer, which usually is two years, except agreed otherwise.

Payment terms: period of 30 days between the invoice date and the payment receipt.

Freight costs: costs for transport by a renowned company (like DPD, DHL or UPS) of the goods purchased with Biardo to an address given by the customer in the homeland or abroad.

Legal interest: late payment interest to be charged to the customer as laid down in Article 6:119 BW if the customer is a private and 6:119a BW if the customer is an enterprise.

Locations: The company addresses from where the customer can pick up and return the goods:

Location Den Helder: Den Helder Airport, Luchthavenweg 10F, 1786 PP Den Helder

Location Heemskerk: De Trompet 2800, 1967 DD Heemskerk.

General:

These general conditions apply to all agreements closed between Biardo and the customer or quotations made by Biardo to the customer.

Deviations of the general terms will only be valid after written agreement between Biardo and the customer.

Possible purchase conditions of the customer will only apply if they are not conflicting with the general terms of Biardo.

Biardo may change the general conditions after closing of an agreement; this change applies to the customer after this change has been known to the customer.

By placing the change on Biardo's website the customer is expected to become known of this change within 14 days after this placement. If customer wishes to annul the pending agreement because of this change, then customer needs to notify Biardo in writing within 14 days after the announcement.

Realization of agreement:

All bids and quotations are without engagement. Acceptance by the customer of a quotation will originate the agreement of the accepted offers from Biardo.

Proprietary reservations/rights:

All goods hand over by Biardo to the customer by means of a Rental agreement remain the property of Biardo. The same applies for sold goods by Biardo to the customer as long as customer has not settled the selling price for those goods to Biardo.

For rental applicable conditions and terms:

All rented goods by customer have to be picked up and returned by customer at a location of Biardo.

The minimum rental period for goods is 5 days, to be calculated from the day of picking up the goods upto and including the day of return of the goods. At commencement of the rental agreement the customer has to pay a deposit determined by Biardo, which deposit will be settled with the rental amount at the end of the rental period.

Rented goods have to be returned in the same condition as they have been delivered by Biardo, with exception of those parts which reduces in volume during normal wear and tear (like CO2-cylinders and salt pills).

Renter is responsible for all damages caused to the rented goods as a consequence of lacking or injudicious use by renter (or by persons to which the renter has lend out the rented goods during the rental agreement).

Renter is liable in case of occurrence to pick up and return the CRX-receiver at the location Heemskerk.

Renter is responsible for the damage which is a result of the loss of the goods during the terms of the rental agreement and is liable, besides possible consequently damage, to pay the replacement price of the rented goods to Biardo.

For sale applicable conditions and terms:

- All mentioned selling prices are exclusive of VAT.

- The customer has to pay by cash dispenser or by cash immediately after receipt of the purchased goods;

- If the purchased goods need to be delivered to an address given by the customer, the following freight charges will apply:

- the freight costs within the Netherlands of orders with an invoiced amount above € 150,00 exclusive vat will be on Biardo's account;

- for orders with an invoiced amount below € 150,00 exclusive vat freight costs have to be paid by the customer:

€ 9,75 within the Netherlands; € 19,50 outside Netherlands and within Europe; outside Europe: on demand.

- Change of a purchased article will only be possible when the purchased good is in new condition with the original labels attached to the good and with the original package.

- Complaints by the customer about the quality of the purchased goods will only be considered if they are known to Biardo within 8 days after the date of purchase.

Complaints received after this period of 8 days can not lead to Biardo's liability or be taken out on Biardo.

Warranty:

- By manufacturer granted warranty on rented/sold goods supplied by Biardo to the customer, which usually is two years, except agreed otherwise.

- Warranty will not be given when Maintenance and/or Repairs on purchased goods from Biardo are done with another company than Biardo.

Liability Biardo:

Biardo can not be held responsible if customer sustains damage, unless this damage is caused by intent or crude blame of Biardo and a direct consequence of any action or neglect of Biardo.

Biardo can never be held responsible for indirect and/or consequential damage (under which understood profit- and turnover loss) of the customer.

Payments and extrajudicial costs:

The customer is with timely payment of the invoice of Biardo in omission by the expiry of the terms of payment. All extrajudicial costs resulting from customers' omission will be for the account of the customer and amount to 15% of the invoice amount with a minimum of € 40,00.

Beside it the customer is indebted the legal interest as from the date of the omission.

End regulation:

On all closed agreements between Biardo and the customer Dutch justice is applicable. All disputes between customer and Biardo will be settled by an authorized judge of the Court of justice Noord-Holland, establishment Haarlem.