

# Crdl Terms and Conditions

May 2021



## Article 1 – General

These terms and conditions form part of all our offers and agreements, unless explicitly agreed in writing otherwise. Deviating and additional terms and conditions of the other party or terms and conditions of third parties declared applicable by the other party are explicitly rejected by CRDLT B.V.

## Article 2 – Offer and acceptance

All offers, including price lists, are non-binding and based on delivery/execution under normal circumstances and during normal daily working hours. Information listed in catalogues, images, drawings, dimensions, weights, speed and other (technical) information are non-binding. An agreement shall only be concluded upon written acceptance by email, fax or signed quotation of the offer on the one hand, or by our execution thereof on the other. An invoice sent by CRDLT B.V. is equivalent to a written acceptance. An agreement is only binding on CRDLT B.V. through confirmation in writing from management or an authorized signatory.

## Article 3 – Prices

All prices are in Euros and apply – unless otherwise agreed – for delivery of the Crdl and do not include sales tax (VAT), transport costs and packaging. If, after the conclusion of the agreement, changes occur in cost-determining factors, such as, but not limited to, calculated prices, import duties or other charges, essential auxiliary materials, raw materials or parts of the product and services to be delivered and/or changes in the exchange rate and VAT of the Dutch currency against the foreign currency, we are entitled to pass these on to the price. Changes to the price shall be published at least 7 days prior to the date at which they become effective. We may adjust the prices agreed with specific customers in the quotation, such as those in derogation from standard rates as published on the website. The customer shall be informed about this adjustment at least 2 weeks prior to the effective date.

## Article 4 – Payment

Payment in installments is only possible by direct debit. Payment on purchase: 100% in advance or 50% upon order and 50% before delivery. Payment shall be made within 30 calendar days of the invoice date. We are entitled to request advance payment, cash payment or security for payment at any time. Payment shall be deemed to have taken place at the time when the amount due has been credited in full to the bank account indicated by CRDLT B.V. and shall be made without any deduction or set-off. In case of non-payment within the prescribed payment term of 30 calendar days, CRDLT B.V. sends a reminder to the defaulting customer or designated third-party payer. This reminder shall indicate the new payment term. Fixed administrative costs of 9 EUR shall be charged for reminders. Following expiry of the payment term, as indicated in the reminder, the customer shall automatically be in default. Interest on arrears in respect of the undisputed amount of the invoice shall be payable from the expiry date of the invoice, calculated for consumers at the legal interest rate plus three percent and for non-consumers at the interest rate as set forth in the law of 2 August 2002 on combating late payment in commercial transactions. On expiry of the payment term indicated in the notice, all invoices, whether or not outstanding, shall be immediately payable without default. In case of partial payment, the amount paid shall be used first to offset any interest due and without any deviation from it by agreement. If CRDLT B.V. outsources the recovery of debts to a third party, the customer shall be charged for collection cost at 15% of the debt with a minimum of €150,- per collection.

## Article 5 – Delivery and technical execution

Specified delivery periods shall always be deemed approximate. Delivery shall be made ex works and/or warehouse. We are entitled to stagger delivery (partial deliveries), which we may invoice separately.

A delivery period stated by CRDLT B.V. shall serve as an indication only, unless explicitly stated in writing that it is a deadline. We are, even in the case of an agreed deadline, only in default after the other party has given notice of default to CRDLT B.V. Under no circumstances shall the delivery period commence earlier than from the moment we are in possession of all the documents and information required for the order, for the assessment of direct and indirect damage. The other party can be insured for this. The choice of transport mode shall be determined by CRDLT B.V. The delivery obligation of CRDLT B.V. shall be met by supplying the goods to the other party. The carrier's report, including refusal of acceptance, serves as full proof of the offer to deliver. In that case, return freight, storage costs and the risk of damage or loss of the rejected goods shall be entirely borne by the other party. CRDLT B.V. is entitled to decommission in whole or in part its and/or third-party systems as part of (replacement) maintenance or for a limited period of time. CRDLT B.V. is entitled to engage third parties when carrying out its services and implementing its commitments.

#### **Article 6 – Service**

The Crdl is made of solid wood. Wood is a natural material and may exhibit irregularities in color shade and density due to, among other things, the influence of light and humidity. The instrument has already been treated at the time of production to make the wood less sensitive to scratches, stains and moisture. We recommend treating the Crdl with 'Rubio Monocoat Oil Plus 2C Pure' once a year. Click here to visit the Rubio Monocoat website. If desired, we can also perform this treatment for you.

It is also possible to conclude a service contract for the Crdl when making a purchase; this contract comprises a more extensive warranty coverage and period, free temporary replacement of the product in case of defects falling under the warranty, periodic firmware/audio capabilities updates and woodwork maintenance if required. This service contract is a standard part of the lease agreement, if you choose the lease option.

#### **Article 7 – Warranty**

The soundness of the goods supplied by CRDLT B.V. is warranted by CRDLT B.V. for the duration of 12 months, with the exception of electronics. The warranty period for electronics is 24 months under normal use. Under the warranty, CRDLT B.V. is liable only for defects it has been informed of within the warranty period and of which the other party proves that these have arisen within the warranty period as a direct result of faulty manufacture and/or use of inadequate materials. The obligations of CRDLT B.V. under this warranty do not go beyond replacing or repairing the defective product free of charge, such at the discretion of CRDLT B.V.. Costs (such as transport, travel and subsistence expenses) involved in on-site repair/replacement shall, subject to the warranty of the relevant repair/replacement, at all times be borne by the other party. The other party must at all times obtain the explicit written approval of CRDLT B.V. for repair/replacement and/or maintenance by third parties, under penalty of forfeiting warranty. CRDLT B.V. is never liable for defects resulting from normal wear, incorrect treatment, or improper maintenance or repairs/replacements and/or maintenance etc. by third parties.

#### **Article 8 – Complaints**

If the other party is not satisfied with the goods delivered and/or services provided by CRDLT B.V., it may, in the event of observable defects at the time of delivery or defects which should be uncovered in the event of any investigation, lodge a complaint in writing with CRDLT B.V. within 14 days following delivery of those goods or completion of those services. In the event of non-external defects, the other party may lodge a complaint in writing with CRDLT B.V. within 14 days following the time of discovery or the time when these defects should reasonably have been discovered.

The goods delivered can only be returned after prior written consent of CRDLT B.V., under conditions to be determined by CRDLT B.V.

If the complaint is found to be justified, CRDLT B.V. shall then provide, at its own discretion, replacement of the goods delivered or services provided, or restitution of the amount paid.

Complaints about the invoice may be submitted by the other party in writing to CRDLT B.V. within 8 days of the invoice date.

### **Article 9 – Liability**

Without prejudice to the warranty provisions and other provisions laid down in the terms and conditions, CRDLT B.V. shall not be liable for damage and supplies and activities of third parties, however caused, including any direct and indirect damage, such as consequential damage or trading loss, with exception to liability for damage caused by intent or gross negligence through CRDLT B.V. employees and/or support personnel. If and to the extent that CRDLT B.V. has any liability, on account of whichever reason, that liability shall be limited at all times to a maximum of the amount invoiced. Liability is at all times limited to the amount against which CRDLT B.V. is insured. The other party must report any damage claim to CRDLT B.V. in writing, as a result of the aforementioned, within 2 weeks of its creation, or after the other party has been able to acknowledge the damage, in writing, under penalty of forfeiting any liability against CRDLT B.V. for damages. The other party shall protect CRDLT B.V. from all claims made by third parties for damages caused by use of or related to products supplied by CRDLT B.V.

### **Article 10 – Right of use under lease**

In the event of a lease, the other party only obtains rights of use on products made available by CRDLT B.V. Unless otherwise provided in writing, the other party may only use products made available by CRDLT B.V. or other materials on which intellectual property rights rest for its own benefit or that of its own organization. This use is subject to the provisions of the lease and these conditions. The other party shall not be permitted to modify products made available nor use for any purpose other than for which it has been supplied.

### **Article 11 – Retention of ownership**

Ownership of all goods sold and delivered by CRDLT B.V. to the other party shall remain with CRDLT B.V. as long as the other party has not fulfilled the claim under this or similar agreement, as long as the other party has not fulfilled the work carried out or the work still to be carried out under this or similar agreement and as long as the other party has failed to comply with such commitments and as long as the other party has failed to comply with the claim for failure to comply with such commitments, including claims relating to fines, interest and costs. All intellectual property rights to and copyrights on to software, equipment, documentation, offers, (website) designs, reports or otherwise, developed, drawn up or made available to the other party by CRDLT B.V. within the framework of its services, are exclusively available to CRDLT B.V. or its licensors.

### **Article 12 – Dissolution**

CRDLT B.V. may dissolve an agreement without notice of default or judicial intervention if: bankruptcy of the other party is declared; the other party requests postponement of payment, or that this is granted; the other party loses jurisdiction over its assets or a substantial part thereof by seizure or otherwise; CRDLT B.V. has reasonable grounds to doubt the ability of the other party to (timely) fulfill its obligations; monthly subscription invoices are not paid. As a result of the dissolution, (future) claims of CRDLT B.V. shall be due and payable forthwith, and granted rights of use shall be cancelled.

### **Article 13 – Force majeure**

Force majeure will be understood to mean circumstances beyond the control of CRDLT B.V. and which impede or prevent the supply of goods, products and services, such as, but not exclusively limited to, war, threat of war, riots, sabotage, malfunction, failure in the energy or material supply by third parties, transport delay, strike, pandemic outbreaks and untimely delivery by our suppliers and third parties. If, due to force majeure, CRDLT B.V. is unable or fails to fulfill its obligations under the agreement in time, CRDLT B.V. has the right to implement the contract within a reasonable period of time, or – if compliance within a reasonable period of time is impossible – to dissolve the agreement in whole or in part.

In this case, the other party shall not be entitled to dissolve the agreement and/or to compensation.

### **Article 14 – Provisions**

Where one or more provisions of these terms and conditions are or become non-binding, this shall not affect the validity of the other provisions. The parties shall undertake to replace a non-binding provision with a binding provision, which differs as little as possible from the non-binding provision.

### **Article 15 – Suspension of services**

CRDLT B.V. shall be entitled to suspend (in whole or in part) the fulfillment of its obligations if:

- the other party fails to fulfill the obligations of the agreement in full or in time;
- after the conclusion of the agreement, circumstances have become known to CRDLT B.V. that give good reason to believe that the other party shall not fulfill its obligations;
- at the conclusion of the agreement, the other party was requested to provide security for fulfillment of its obligations under the agreement and this security is absent or insufficient.

This suspension shall last until the other party has fulfilled its obligations or, according to CRDLT B.V., sufficient security has been provided by the other party. Any costs associated with the suspension shall be borne by the other party. The suspension of services shall always be proportionate to the extent to which the other party does not fulfill its obligations and shall be announced well in advance, so that the other party still has sufficient time to fulfill its obligations.

If, as a result of the delay on the part of the other party, CRDLT B.V. can no longer be required to comply with the agreement against the conditions originally agreed, CRDLT B.V. is entitled to dissolve the agreement. If the dissolution is attributable to the other party, CRDLT B.V. is entitled to compensation for the damages, including the costs, arising directly and indirectly from it.

### **Article 16 – Period of limitation**

All legal claims of the other party under an agreement subject to these conditions are time-barred, except subject to provisions of mandatory law, after 1 year from the day on which the goods were delivered, or from the day the services were or should have been provided.

### **Article 17 – Disputes**

Dutch law applies to all CRDLT B.V. offers and agreements. In the event of disputes, the courts of the Netherlands have jurisdiction; Dutch law always applies.

### **Article 18 – Amendments**

CRDLT B.V. is entitled to amend the content of these Terms and Conditions without notifying the visitor to the website. The implementation of the amendment on the website is sufficient.