

General Conditions of X-Solutions®

1. Purpose of these conditions

These general conditions apply for every offer and agreement between X-Solutions, hereinafter referred to as X-Solutions, and a counterparty with who X-Solutions made these conditions applicable, if there were no other appropriate conditions specified from these terms by either of the parties.

2. Quotation

The quotations made by X-Solutions are free of obligations and apply for 30 days, except when otherwise indicated. The prices in the quotations are exclusive of VAT, except when otherwise indicated.

3. Delivery

The delivery of the products will be done ex-factory. The installation of the software is done by the opposition, except when otherwise indicated.

4. Delivery time

The delivery time is an estimated delivery time. X-Solutions will try to realize the delivery time within reason. X-Solutions does not accept responsibility for delay directly or indirectly caused or reinforced by circumstances beyond X-Solutions' control including accidents on installation, riots, war or national crisis, embargo's, no delivery by supplier, delay at the postal services or customs, restrictions or prohibitions imposed by government or any other impediments. An agreed delivery time is not a deadline and except when otherwise agreed the buyer should hold X-Solutions liable in writing. Circumstances beyond X-Solutions' control are all circumstances within reason in which the agreement can no longer be fulfilled, like strikes, flood, exclusion, fire and other calamities which restrict or prevent the operational management, suppliers who fail to appear, under which are also the delivery of gas(oil), water and electricity, just like governmental measures, traffic jams on the road or on the water, slipperiness, fog and other comparable weather conditions. In the case of circumstances beyond the control on the side of X-Solutions, X-Solutions has the right, as desired, to postpone the agreement for the duration of the circumstances beyond their control or to dissolve the unexecuted part of the agreement without being obliged to any damages.

5. Return goods

X-Solutions will accept return of goods only within 5 days and if X-Solutions were informed about and gave permission for this return of goods in writing, per fax or by e-mail. The sending back of goods can only be accepted when the goods are returned to us by the buyer in the original packaging and in the same condition as the opposition received the goods, to the address which X-Solutions gave for return.

6. Claim and dissolution of the agreement

The claim of X-Solutions on the buyer will be immediately claimable in the following cases: if after making the agreement certain circumstances come to the knowledge of X-Solutions which gives X-Solutions cause for concerns (liquidation, bankruptcy, moratorium) about the fulfillment of the buyer's obligations; if X-Solutions has asked the buyer when entering the agreement to provide assurance about fulfilling his obligations and the buyer does not give this assurance or the given assurance is unsatisfactory (does not meet expectations). In these cases X-Solutions is authorized to postpone the implementation of the agreement or to dissolve the agreement, without prejudice to X-Solutions' right to claim damages.

7. Price increase

In case X-Solutions agreed a specific price with the other party, X-Solutions is nevertheless authorized to increase the price. X-Solutions can charge at delivery the price according to the pricelist applying at that time. In case the price increase is more than 20% the buyer has the right to dissolve the agreement.

8. Payment

8.1 All payments, except when otherwise indicated, need to be done within 30 days payment term from invoice date on the account number that's written on the invoice.

8.2 After expiration of the payment term the buyer is legally in default, without the demand of any written proof of default. The legal interest of the beginning of due until the moment of default or moment of payment is calculated and must be paid by the opposition.

8.3 In case of recovery, all costs for the recovery, both judicial and extrajudicial, will be for the opposition where the extrajudicial covering costs are stipulated on at least 15% of the principal sum to progress with minimum of €150,-.

9. Restriction of ownership

9.1 X-Solutions is the owner of the goods till the moment of complete payment of the invoice. This means that the ownership reservation does not end at the moment of delivery, but at complete payment.

9.2 The opposition is obliged not to forward or to extract the disposal power of the goods to a third party in any format, before a complete payment of invoice to X-Solutions is done. If it seems that the delivered goods are not to be in position of X-Solutions, than the opposition is demanded to pay a fine of €10.000,- plus the obligation to pay the amount of the invoice.

9.3 When the opposition does not pay on time, or complete, then X-Solutions can without proof of default of power of justice undo and/or regain the goods from the opposition. The opposition will be cooperative to where the goods are.

9.4 The opposition will store the goods until the moment of payment, as marked as ownership of X-Solutions.

10. Intellectual ownership

10.1 The opposition is not allowed to reproduce any information, without permission of X-Solutions. This article does not involve data that can be seen as own information.

10.2 All X-Solutions given information, as reports, advices, agreements, designs, sketches, drawings, data, software, services, other information, etc. are only to be used by opposition and is not allowed without permission of X-Solutions to be multiplied, made public, or given to third party, except from the nature of the original purchase intent.

10.3 X-Solutions preserves the possibility to claim information. X-Solutions is entitled to the supplied customer information of the opposition.

10.4 Opposition will acknowledge all rights of intellectual ownership of X-Solutions (with term of copyright, branding-, model-, patent rights and also to keep information confidential) as set out in the services and the information, the ownership remains to X-Solutions of licenses. X-Solutions is allowed to give services of products, materials, methods, which contain customer information or a part of information to be used and developed which will be to the owner rights of X-Solutions.

10.5 Opposition is allowed to use the knowledge to other purposes, as long as the confidential information will not be shared with third parties.

11. The settlement of differences

In accordance to the legal rules for the jurisdiction of the civil court every dispute between opposition and X-Solutions will be settled by the court of law in Utrecht, The Netherlands. X-Solutions is authorized to summon the opposition before the court which is empowered by law or by the applicable international conventions.

12. Applicable law

On each agreement between X-Solutions and the opposition, Dutch law will apply.

13. Alteration of the conditions

X-Solutions is allowed to make changes in these terms and conditions. These changes will take effect at the announced time. X-Solutions will announce these changes to the opposition within reasonable notice. In case no time of commencement has been announced to the opposition, the changes towards the opposing party will take effect when these are communicated to the opposition. The opposition needs to appeal to this within 5 days and needs to inform X-Solutions in writing.

14. Responsibility

X-Solutions will only accept responsibility for the buyer's losses in case these are the consequence of an accountable failing in fulfilling the agreement, only if and as far as this liability is covered by our insurance, over an amount with a maximum of €1.250.000,- per event and a maximum of €2.500.000,- per year.

15. Copyright

It is not allowed to publish the work of X-Solutions or to reproduce without the permission of X-Solutions. The law of publishing the work of literature, science or art are valid on this.