

Havkar B.V.

Terms & Conditions

Scope

(1) The following General Terms and Conditions apply to all sales of Havkar B.V. (from now on Havkar B.V.) in business transactions.

(2) Havkar B.V. works exclusively based on these General Terms and Conditions. This also applies if the customer works based on his own General Terms and Conditions. In this case, in the event of agreement, the terms and conditions of both parties apply; in the event of divergence, the statutory provisions apply instead of the deviating regulations. If only one party has regulated a topic in its General Terms and Conditions, this becomes part of the contract. If an order is placed in deviation from our delivery and payment conditions, only our delivery and payment conditions apply, even if we do not object. Deviations therefore only apply if we have expressly acknowledged them in writing.

(3) Unless otherwise agreed, the scope and quality of the deliveries and services shall be determined exclusively by the offer or written order confirmation from Havkar B.V. Subsidiary agreements and changes must be confirmed in writing. (from now on Havkar B.V.) in business transactions.

Offer

(1) Offers/inquiries from the customer are only deemed to be accepted if Havkar B.V. accepts the offer in writing. The quantity, quality and properties of the goods are evident from the sales specification.

(2) If the customer has agreed to a successive delivery contract with Havkar B.V., Havkar B.V. shall have a right of retention concerning the new delivery in accordance with Section 320 Para. 1 of the Netherlands Civil Code (BGB) if the customer has exceeded the agreed payment deadlines.

(3) Havkar B.V. offers are non-binding. Samples, specimens or information (such as weights, illustrations, descriptions, etc.) resulting from the sales specification show the goods as accurately as possible. In the event of deviations from the offer, the service descriptions of the last offer or the last order confirmation are always decisive.

Customer's obligation to cooperate

(1) The customer's cooperation obligations stated in the offer/order confirmation are primary performance obligations. Havkar B.V. will notify the customer if it is foreseeable that a contractually owed service cannot be provided on time because the customer has failed to fulfill a cooperation obligation.

(2) Havkar B.V. may request the customer to comply with the obligation to cooperate within a set period. If the customer still fails to comply with the obligation to cooperate, Havkar B.V. has the right to terminate the contract and demand compensation.