# **Reverse cupboards terms and conditions**

# 1.Applicability

1.1 This document is a translation of the Terms and Conditions of Reverse cupboards (hereinafter: Reverse) originally drawn in Dutch. In the event of inequality between the original and the translated document the Dutch version will prevail.

1.2 To all Reverse agreements excluding any other terms and conditions, these Terms and Conditions (hereinafter: Terms) shall be applicable 1.3 Accepting a quotation and making an order implies you accept the applicability of these Terms.

1.4 These Terms can only be overruled by a deviation agreed in writing, in which case all other conditions remain in full effect.

## 2. Agreement

2.1 An agreement is concluded after acceptance of the quotation of Reverse within 1 month after the date of drafting and receipt of a down payment of 20% of the quoted price by via bank transfer stating the offer number.

# 3. Prices

3.1 The prices in the tenders are valid for 1 month after the date of drafting.

3.2 All prices are listed in euros, including VAT and including placement within the Netherlands.

#### 4. Payments

4.1 Payment shall be made by bank transfer, indicating the relevant quotation- or invoice number.

4.2 The remaining amount due will be paid no later than at the time of delivery.

# 5. Delivery

5.1 The delivery times stated by Reverse are indicative. Exceeding of any delivery period does not entitle you to compensation or the right to cancel or terminate the contract, unless the overrun of the delivery period is such that you cannot reasonably be required to maintain the contract. In that case, you are entitled to terminate the agreement.

5.2 The agreement for the delivery and installation date of the products shall be made by mutual agreement after receipt of the deposit.

### 6. Reservation of ownership

6.1 Ownership of delivered products shall be transferred if you have fulfilled all you owe to Reverse under the agreement. The risk to the products passes at the time of delivery.

# 7. Warranty

7.1 Reverse guarantees the quality of its products for 5 years after delivery for structural defects.

#### 8. Force majeure

8.1 Without loss of other rights due, Reverse shall, in cases of force majeure, have the right, at its own choice, to suspend the execution of your order or to terminate the agreement without judicial intervention. This is done by informing you in writing and without Reverse being held to any compensation, unless in the circumstances this would be unacceptable according to reasonableness and fairness.8.2 Force majeure means any defect which cannot be attributed to Reverse, since it is not due to its fault and neither under the law, legal act or in the prevailing view is Reverse is accountable.

# 9. Applicable law and competent court

9.1 If one or more of the provisions of these Terms or any other agreement with Reverse were to be in breach of any applicable legal provisions, the provision in question will be repealed and replaced by a new legally comparable provision to be determined by Reverse cupboards.

9.2 All rights, obligations, offers, orders and agreements to which these Terms apply, as well as to these Terms, shall apply only to Dutch law

9.3 All disputes between the parties will be referred by exclusion to the competent court in the Netherlands