

# ICT~Office Terms and Conditions

## Module 11 Sale of ICT, telecommunication and office equipment and other items

*The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.*

### 1. Applicability

- 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier sells computer, telecommunication or office equipment and/or other equipment, supplies, consumer goods, parts and/or other items (hereinafter referred to as: items).
- 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

### 2. Purchase and sale

- 2.1 The Supplier shall sell the items according to nature and quantity as agreed between the parties in writing, and the Client shall purchase the items from the Supplier on the same basis.
- 2.2 The Client shall bear the risk associated with the selection of the items purchased. The Supplier shall guarantee that on delivery, the items are suitable for normal use and meet the specifications agreed in writing between the parties. The Supplier shall not guarantee that the items will be suitable for the use envisaged by the Client, unless the written agreement between the parties specifies the purposes of use clearly and without reservation.
- 2.3 In any event, the agreement shall not include assembly and installation materials, software, consumer items, batteries, stamps, ink (cartridges), toner products, cables and accessories, except where this has been agreed between the parties in writing.
- 2.4 The Supplier shall not guarantee that the assembly, installation and operating instructions that accompany the items are free of errors and that the items incorporate the features stated in these instructions.

### 3. Delivery

- 3.1 The items sold to the Client by the Supplier shall be delivered to the Client ex warehouse. The Supplier shall only deliver the items sold to the Client to a location to be designated by the Client, or arrange for this to be carried out, if this has been agreed in writing. Where this is the case, the Supplier shall notify the Client, where possible in good time prior to delivery, of the time at which it or the carrier engaged intends to

deliver the items. The delivery times stated by the Supplier shall in all cases be indicative.

- 3.2 Except where explicitly agreed otherwise, the purchase price of the items shall not include the costs of transport, insurance, tackles and hoists, the hiring of temporary facilities etc.
- 3.3 The Supplier shall package the items in accordance with its standard criteria. If the Client requires a specific packing method, it must bear any associated additional costs. The Client shall process any packaging materials removed from the items delivered by the Supplier in accordance with the applicable government regulations. The Client shall indemnify the Supplier against claims by third parties as a result of failure to comply with such regulations. If the Client requests that the Supplier remove old materials (such as networks, casings, cable conduits, packaging materials, hardware) or the Supplier is obliged to do so, the Supplier may accept this request by means of a written assignment subject to its standard rates, on the condition that the aforementioned materials remain the property of the Client at all times.
- 3.4 If the parties have agreed this in writing, the Supplier shall install, configure and/or connect the items, or arrange for this to be carried out. Where the Supplier is obliged to install and/or configure hardware, this shall not include carrying out data conversion or the installation of software.
- 3.5 The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 3.6 The Supplier shall not be responsible for any licences that may be required.
- 3.7 The Supplier shall at all times be entitled to execute the agreement in the form of partial deliveries.

### 4. Test setup

- 4.1 The Supplier shall only be obliged to establish a test setup in relation to the products that the Client is interested in if this has been agreed in writing. The Supplier may attach (financial) conditions to a test setup. A test setup shall involve the temporary display of standard models of products, excluding accessories, in a space to be made available by the buyer, before the buyer reaches a final decision with regard to whether or not it wishes to purchase the products in question at the applicable prices. The Client shall be

liable for the use, damage, theft or loss of products that form part of a test setup.

## **5. Cooperation on the part of the Client**

- 5.1 Without prejudice to the provisions of the General module, the Client shall be responsible for providing an environment that meets any requirements imposed by the Supplier in respect of the items, including requirements in relation to temperature, atmospheric humidity and technical environment.
- 5.2 The Client must ensure that any work to be carried out by third parties, including construction work, is performed in an acceptable and timely manner.

## **6. Guarantee**

- 6.1 The Supplier shall make every effort to ensure that any material and manufacturing defects in the hardware, or in parts delivered by the Supplier within the scope of the guarantee, are rectified within a reasonable period of time and free of charge if the Supplier receives detailed notification of such defects within three months of the date of delivery. If the Supplier deems that it is not reasonably possible to rectify the defect, that it will take too long to rectify the defect or that this would involve unreasonably high costs, the Supplier shall be entitled to replace the hardware free of charge with another, similar but not necessarily identical item of hardware. Any data conversion required as a result of the rectification of defects or replacement falls outside the scope of the guarantee. All replaced parts shall be the property of the Supplier. The obligations under the guarantee shall not apply if defects in the hardware or parts are partly or entirely the result of incorrect, negligent or incompetent use, external causes such as fire or water damage, or if the Client makes changes to the hardware or the parts delivered by the Supplier within the scope of the guarantee without the Supplier's written consent, or arranges for this to be carried out. The Supplier shall not withhold such consent on unreasonable grounds.
- 6.2 Any claims by the Client that the items delivered are not fit for purpose other than, or that extend beyond, those set out in Article 6.1 of this module shall be excluded. In any event, the Client shall not be entitled to rely on the fact that the items delivered are not fit for purpose if and in so far as it is prevented from doing so by the law.
- 6.3 The Supplier shall invoice the costs of work and the rectification of defects that fall outside of the scope of this guarantee in accordance with its standard rates.
- 6.4 The Supplier shall not be obliged to rectify defects that are reported following expiry of the guarantee period referred to in Article 6.1 of this module, unless the parties have entered into a separate maintenance agreement that incorporates an obligation to this effect.

## **7. Hardware from third party suppliers**

- 7.1 If and in so far as the Supplier provides the Client with hardware from third parties, the terms imposed by such third parties in relation to the hardware shall apply, provided that the Supplier has notified the Client of such terms in writing, notwithstanding any varying

provisions in these general terms and conditions. The Client accepts the abovementioned terms imposed by third parties. These terms shall be available to the Client for inspection on the Supplier's premises and the Supplier shall provide the Client with a copy of the terms free of charge upon request. If and in so far as the abovementioned terms imposed by third parties in the relationship between the Client and the Supplier are deemed not to apply for any reason whatsoever, or are declared to be inapplicable, the provisions of these general terms and conditions shall apply in full.

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