

Article 1: Definitions

1. Acropolis Systems BV, located in Nijkerk, Chamber of Commerce number 20075077, is referred to as the seller in these terms and conditions.
2. The counterparty of the seller is referred to as the buyer in these terms and conditions.
3. The parties are the seller and the buyer together.
4. The agreement refers to the purchase agreement between the parties.

Article 2: Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, agreements, and deliveries of services or goods by or on behalf of the seller.
2. Deviation from these terms and conditions is only possible if explicitly and in writing agreed upon by the parties.

Article 3: Payment

1. The full purchase price is always paid immediately. In the case of reservations, a deposit may be required in some cases. In that case, the buyer will receive proof of the reservation and the advance payment.
2. If the buyer does not pay on time, they are in default. If the buyer remains in default, the seller is entitled to suspend their obligations until the buyer has fulfilled their payment obligation.
3. If the buyer remains in default, the seller will take action to recover the debt. The costs related to this recovery will be borne by the buyer. These collection costs will be calculated based on the Decree on the Compensation for Extrajudicial Collection Costs.
4. In the event of liquidation, bankruptcy, seizure, or suspension of payment by the buyer, the claims of the seller against the buyer become immediately due and payable.
5. If the buyer refuses to cooperate with the execution of the assignment by the seller, they are still obliged to pay the agreed price to the seller.

Article 4: Offers, quotations, and prices

1. Offers are non-binding unless a term of acceptance is stated in the offer. If the offer is not accepted within the specified period, the offer will expire.
2. Delivery times in quotations are indicative and do not give the buyer the right to terminate the agreement or claim damages for exceeding them, unless the parties have explicitly and in writing agreed otherwise.
3. Offers and quotations do not automatically apply to subsequent orders. The parties must agree on this explicitly and in writing.
4. The price stated on offers, quotations, and invoices consists of the purchase price including the applicable VAT and any other government levies.

Article 5: Amendment of the agreement

1. If during the execution of the agreement it appears that it is necessary to change or supplement the work to be performed for proper execution of the assignment, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, this may affect the completion time of the execution. The seller will inform the buyer of this as soon as possible.
3. If the amendment or supplement to the agreement has financial and/or qualitative consequences, the seller will inform the buyer about this in writing in advance.
4. If the parties have agreed on a fixed price, the seller will indicate to what extent the amendment or supplement to the agreement will result in exceeding this price.
5. Notwithstanding the provisions of the third paragraph of this article, the seller cannot charge additional costs if the amendment or supplement is the result of circumstances that can be attributed to them.

Article 6: Delivery and transfer of risk

1. As soon as the purchased item has been received by the buyer, the risk passes from the seller to the buyer.

Article 7: Inspection, complaints

1. The buyer is obliged to inspect the delivered goods at the time of (delivery), but in any case within the shortest possible time. The buyer should examine whether the quality and quantity of the goods delivered corresponds to what the parties have agreed upon, or whether the quality and quantity meet the requirements that apply to them in normal trade.
2. Complaints regarding damage, shortages or loss of goods delivered must be submitted to the seller in writing by the buyer within 10 working days of the day of delivery of the goods.
3. If the complaint is justified within the stipulated period, the seller has the right to either repair or redeliver, or to cancel the delivery and issue a credit note to the buyer for that part of the purchase price.
4. Minor and/or customary deviations and differences in quality, quantity, size or finish cannot be attributed to the seller.
5. Complaints regarding a particular product do not affect other products or parts belonging to the same agreement.
6. No complaints will be accepted after the goods have been processed by the buyer.

Article 8: Samples and models

1. If a sample or model has been shown or provided to the buyer, it is presumed to be provided only as an indication without the delivered goods necessarily corresponding to it. This is different if the parties have expressly agreed that the delivered goods will correspond to it.

Article 9: Delivery

1. Delivery takes place 'Ex Works'. This means that all costs are for the buyer.

2. The buyer is obliged to accept the goods at the time the seller delivers them to him or has them delivered to him, or at the time when these goods are made available to him according to the agreement.
3. If the buyer refuses to accept the goods or is negligent in providing information or instructions that are necessary for the delivery, the seller is entitled to store the goods at the expense and risk of the buyer.
4. If the goods are delivered, the seller is entitled to charge any delivery costs.
5. If the seller needs information from the buyer for the execution of the agreement, the delivery time starts after the buyer has provided this information to the seller.
6. A delivery period specified by the seller is indicative. This is never a strict deadline. In the event of a delay, the buyer must inform the seller in writing.
7. The seller is entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or partial delivery has no independent value. The seller is entitled to invoice these parts separately upon delivery.

Article 10: Force Majeure

1. If the seller cannot, in a timely or proper manner, fulfill his obligations under the agreement due to force majeure, he is not liable for any damage suffered by the buyer.
2. Force majeure, as used in this agreement, includes any circumstance that the seller could not have foreseen at the time of the agreement and which makes it unreasonable to expect the buyer to demand normal performance of the agreement, such as illness, war or the danger of war, civil war and unrest, riots, sabotage, terrorism, power failures, floods, earthquakes, fire, business occupation, strikes, lockouts, modified government measures, transport difficulties, and other disruptions in the seller's business.
3. Furthermore, the parties agree that force majeure also includes the circumstance that suppliers on whom the seller depends for the performance of the agreement fail to meet their contractual obligations to the seller, unless this is attributable to the seller.
4. If a situation as referred to above arises that prevents the seller from fulfilling his obligations towards the buyer, those obligations will be suspended as long as the seller is unable to fulfill them. If the situation referred to in the previous sentence has lasted for 30 calendar days, the parties have the right to terminate the agreement in writing, in whole or in part.
5. If force majeure continues for more than three months, the buyer has the right to terminate the agreement immediately. Termination can only be made by registered mail.

Article 11: Transfer of Rights

1. Rights of a party under this agreement cannot be transferred without the prior written consent of the other party. This provision shall be deemed to be a provision with property law effect as referred to in Article 3:83, second paragraph, of the Dutch Civil Code.

Article 12: Retention of Title and Right of Retention

1. The goods and components present at the seller's premises and delivered goods and components remain the property of the seller until the buyer has paid the entire agreed price. Until that time, the seller may rely on his retention of title and take back the goods.
2. If the agreed prepayment amounts are not or not paid on time, the seller has the right to suspend the work until the agreed part has been paid. This constitutes a default by the debtor. A delayed delivery cannot be attributed to the seller in this case.
3. The seller is not authorized to pledge or otherwise encumber goods falling under his retention of title.
4. The seller undertakes to insure the goods delivered to the buyer under retention of title against fire, explosion and water damage, as well as against theft, and to keep the policy in force and show it on first request.
5. If goods have not yet been delivered, but the agreed prepayment or price has not been paid in accordance with the agreement, the seller has the right of retention. The goods will not be delivered until the buyer has paid in full and in accordance with the agreement.
6. In the event of liquidation, insolvency or suspension of payment by the buyer, the buyer's obligations become immediately due and payable.

Article 13: Liability

1. Any liability for damage resulting from or related to the performance of an agreement is always limited to the amount paid out in the relevant case by the liability insurance policy(ies) in effect. This amount is increased by the amount of the excess under the relevant policy.

Article 14: Obligation to lodge a complaint

1. The Buyer is obligated to report any complaints about the work performed directly to the Seller. The complaint shall contain the most detailed possible description of the shortcomings so that the Seller can respond adequately.
2. If a complaint is justified, the Seller is obliged to repair the goods and, if necessary, replace them.

Article 15: Guarantees

1. If the agreement includes guarantees, the following applies. The Seller guarantees that the sold goods conform to the agreement, that they will function without defects and that they are suitable for the use that the Buyer intends to make of them. This guarantee applies for a period of two calendar years after receipt of the goods by the Buyer.
2. The intended guarantee aims to establish such a risk distribution between the Seller and the Buyer that the consequences of a breach of a guarantee always