

Terms and Conditions

These Terms and Conditions supersede any Terms and Conditions that are given out before the date this document was updated for the last time. This date, and the version number, can be found at the end of this document. Purchaser must accept, in writing, these Terms and Conditions with every purchase order, unless there is a signed Partner Agreement between purchaser and EasyIO Europe B.V., incorporating the Terms and Conditions applicable to all purchase orders. For customer specific information, please refer to your Partner Agreement with EasyIO Europe B.V..

Acceptance of orders

All orders of products by the customer shall be made by emailing a purchase order to sales@easyio.eu, at the attention of EasyIO Europe B.V.. The order/sale shall be effective upon written acceptance of the order by EasyIO Europe B.V. by means of an "Order Acknowledgement" sent to the customer by email within 24 hours after placing the order. EasyIO Europe B.V. reserves the right to reject, cancel or suspend any order(s) placed by a customer or refuse or delay shipment(s) thereof if the customer (1) fails to place a valid order per these Terms and Conditions; (2) make any payment as provided herein; (3) meet commercially reasonable credit or financial requirements as determined by EasyIO Europe B.V. in its sole discretion; or (4) otherwise comply with any terms or conditions stated herein or in any other agreement between EasyIO Europe B.V. and the customer. Once placed, the customer cannot cancel orders.

Acceptance of Terms and Conditions

The Terms and Conditions as stated herein shall apply to each order accepted or shipped by EasyIO Europe B.V.. EasyIO Europe B.V.'s offer to sell products to a customer is expressly limited to these Terms and Conditions. EasyIO Europe B.V. hereby expressly objects to any term in any purchase order issued by the customer that is in conflict with or in addition to these Terms and Conditions. Any Terms or Conditions appearing on any order or confirmation received from the customer that are different from or in addition to these Terms and Conditions shall not be binding on the parties, even if signed and returned, unless both parties hereto expressly agree in a separate writing, to be bound by such separate or additional Terms and Conditions.

Prices

Products are sold at prices (conditions, terms) and discounts as provided in the EasyIO Europe B.V. price list, effective at the time of placing the purchase order. Unless otherwise stated, all prices are 'net prices' based on low volume orders. For pricing of larger volume orders or larger projects, you need to contact the sales department directly. Prices are subject to change without notice. Written quotations will be honoured for 30 days from the date of quotation or as stated otherwise. Orders already entered and unshipped on the date of a price change will be invoiced at the prices on the date the order was received. Published prices are exclusive of freight costs. EasyIO Europe B.V. will add to the amount due under any purchase order the cost of freight whether shipped from an EasyIO Europe B.V. regional office, from the home office or other EasyIO distribution Centre. Published prices do not include any additional services such as design layout, system drawings, installation drawings, job site labour, shop labour, airfreight or special delivery charges. Published prices do not include duties or sales, use, excise or other similar taxes and shall be paid by the customer in addition to the stated price; or in lieu thereof, the customer shall provide EasyIO Europe B.V. with required tax exemption forms.

Delivery & shipment of hardware

Delivery will be made to the location specified by the customer on the purchase order received from the customer. EasyIO Europe B.V. will handle shipment, unless both parties expressly agree otherwise in a separate writing. The customer is responsible for any and all handling, freight, duty and transportation costs, in accordance with EasyIO Europe B.V.'s then current shipping and billing practices. The shipment costs will be stated on the order acknowledgement. For domestic shipments (The Netherlands) a small order charge of €15 will be invoiced for orders with a value smaller than € 500. EasyIO Europe B.V. reserves the right to ship order(s) by any means it deems suitable. Risk of loss shall pass to the customer upon EasyIO Europe B.V.'s delivery to the carrier. The customer is responsible for payment of all duties and tariffs and compliance with all export and import laws.

Delivery of software

EasyIO Europe B.V. will deliver the software directly to the customer in an electronic file format by making the same available for download by the customer, or if expressly agreed by EasyIO Europe B.V., by shipment of a physical media device or such other means as determined by EasyIO Europe B.V.. Any such shipment will be made in accordance with the provisions for delivery of hardware set forth above.

Shipping delay

EasyIO Europe B.V. has no liability for any delay in shipping or delivery due to any cause beyond EasyIO Europe's reasonable control, such as act of God, war, declared or not, strike, riots, lock-out, act of terrorism, government intervention, industrial stoppage, natural disaster or otherwise.

Payment and credit terms

Payments must be made to EasyIO Europe B.V. in accordance with its invoice(s) and have to be done within thirty (30) days from the date of invoice, unless EasyIO Europe B.V. has agreed in writing to other credit terms. Entitlement to products shall pass to the customer only upon full payment to EasyIO Europe B.V. The acceptance by EasyIO Europe B.V. of any check or negotiable condition/instrument shall not constitute payment unless and until it has been definitely honoured. 'Conditional to credit acceptance, your payment terms can be specified in your Partner Agreement with EasyIO Europe B.V.'

The payment of the first order placed by customer must be made to EasyIO Europe B.V. in accordance with its invoice(s) and have to be done upfront, before delivery, unless EasyIO Europe B.V. has agreed in writing to other credit terms.

Optional: If the customer fails to pay amounts when due, late charges of the lesser of one point five per cent (1,5%) per month or the maximum allowable under applicable law shall also become payable to EasyIO Europe B.V.. In addition, failure of the customer to fully pay any fees within sixty (60) days after the applicable due date shall be deemed a material breach of these Terms and Conditions, justifying suspension of the performance by the customer, and will be sufficient cause for immediate termination of any such purchase orders by EasyIO Europe B.V. Any such suspension does not relieve the customer from paying past due fees plus interest and in the event of collection enforcement, the customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorney's fees, court costs and collection agency fees.

Claims for shortage

EasyIO Europe B.V. will consider no claim for alleged shortage in products delivered unless made by the customer within 15 days after the arrival of the products at the customer's delivery location and claimed in writing.

Insurance

EasyIO Europe B.V. arranges for the shipment of the order to be insured. The cost of insurance will be for the account of the customer.

Cancellation of order

On failure by the customer to accept the products ordered, EasyIO Europe B.V. might cancel the order and its acceptance of it. On any such cancellation, the customer is liable to EasyIO Europe B.V. for any loss arising out of the cancellation. Furthermore, on termination of the Partner Agreement under which the customer is appointed, in so far as the orders are unfilled at that date, such orders will be automatically cancelled without giving rise to any claim by the customer against EasyIO Europe B.V..

Warranty

Warranty is 18 months from the date of shipment by EasyIO Europe B.V.. Please consult EasyIO Europe B.V.'s 'Warranty Statement' for all details concerning warranty and hardware replacement policy.

RMA procedure

EasyIO Europe B.V. has a Return Material Authorization (RMA) in place. The RMA procedure should be followed in case of return shipments to EasyIO Europe B.V. for goods that are defective during use. This applies to products covered in warranty and out of warranty.

Disclaimer and purchaser representation

There can be no assurance whatsoever that products sold by EasyIO Europe B.V., such as controllers and related software will protect customer, or any individual or his, her or their respective property from harm. Appropriate safety precautions must always be taken when operating or maintaining products sold by EasyIO Europe B.V.. EasyIO Europe B.V. assumes no responsibility or liability for any injury or damage to any persons or property resulting from the use by the customer or the end user of products sold by EasyIO Europe B.V.. Further, customer represents and warrants that it shall take all appropriate precautions, establish appropriate procedures and post appropriate notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of products sold by EasyIO Europe B.V.. Unless EasyIO Europe B.V. has provided its express written consent, neither the hardware nor software sold by EasyIO Europe B.V. may be, and customer shall make reasonable business efforts to ensure that they are not, used in any application in which the failure of the hardware or software could lead to death, personal injury or severe physical or property damage (collectively, "high-risk applications"), including but not limited to the operation of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. EasyIO Europe B.V. expressly disclaims any express or implied warranty or condition of fitness for high-risk applications.

Software user license agreement

Use of licensed software by a customer or its customer(s) is governed by the terms of a separate end user agreement included in all copies of the licensed materials. The user license agreement must be entered into before installing software, if applicable.

Language

The language of all customers' orders submitted under these Terms and Conditions shall be English, and any documents or notices provided hereunder, communications related hereto or any dispute resolution proceeding arising as a result of this agreement shall be conducted in English.

Support

EasyIO Europe B.V. has no obligation to provide any (technical) support to the customer or its customers unless specifically agreed to in writing in a Partner Agreement between EasyIO Europe B.V. and the customer.

Legal

All agreements between EasyIO Europe B.V. and its customers, including these Terms and Conditions are governed by the Dutch law. All disputes, which could arise from these Terms and Conditions, e.g. concluded agreements or offers made by it, will be submitted to the District Court in 's-Hertogenbosch, except to the extent that another court has jurisdiction under compulsory legal provisions.

Copyright

EasyIO Europe B.V. e.g. retains copyright on all designs, graphics, descriptions, calculations, drawings, dimensions, rules, capabilities, and further descriptions provided by the listing. These documents remain the property of EasyIO Europe B.V., e.g. and may not be transferred or handed to third parties without the express written permission of EasyIO Europe B.V., e.g.

Changes

EasyIO Europe B.V. reserves the right to change payment and credit terms, pricing policy, shipping and delivery terms, fees and credits due in connection with returned hardware.

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