



Terms & Conditions E-Shop

1. Definitions

The following terms are used in this document:

- 1.1 **Broadcast Partners**: the company registered under trade name Broadcast Technology & Development (B.T.D.) BV, with offices in Terneuzen, registered with the Chamber of Commerce of Terneuzen under number 21020197;
- 1.2 **Website**: the Broadcast Partners website with URL: <http://www.broadcastpartners.nl>, www.pc-radio.nl, or a link from a different domain registered by Broadcast Partners.
- 1.3 **Customer**: anyone (legal person or entity) who places purchasing orders on the website of a given product or service. A customer is fully and personally responsible and liable for all actions coming forth from any contract with Broadcast Partners.
- 1.4 **Order**: the instruction given to Broadcast Partners for delivering goods and/or services against a fee agreed upon, in so far as the customer has complied with the payment duties for these goods and/or services.
- 1.5 **Terms & Conditions of delivery**: conditions as filed and registered with the regional court of Middelburg under nr. 93/1980.
- 1.6 **Terms & Conditions E-Shop**: all terms and conditions specified in this document.

2 Applicability

- 2.1 All offers, orders and contracts of Broadcast Technology & Development (B.T.D.) BV (hereinafter: Broadcast Partners) are made solely under the Terms & Conditions of delivery. These Terms & Conditions of delivery will be sent to you in electronic form as per your request and can be viewed on the Internet via http://www.broadcastpartners.nl/terms_and_conditions.pdf. Wherever there is an inconsistency between the Terms & Conditions of delivery and Terms & Conditions E-Shop (hereinafter: Conditions E-Shop), the Conditions E-Shop prevail.
- 2.2 Broadcast Partners can only divert from one or more of the Conditions E-Shop in writing (including by e-mail). In such a case, all other terms and conditions still apply. No rights or warranties can be derived with regards to any subsequent legal relationships.
- 2.3 Broadcast Partners has the right to change the Terms & Conditions of delivery and Conditions E-Shop, as well as the contents of the website.
- 2.4 Should any of the terms or conditions of this document be deemed illegal, all other terms and conditions still apply.
- 2.5 For your convenience, this document is a translation of the original Dutch document, called Voorwaarden E-Shop. If any inconsistencies are found between this document and the original Dutch version, the original Dutch version prevails.

3 Offers / contracts

- 3.1 All quotations are, unless explicitly stipulated otherwise, entirely without engagement. Broadcast Partners retains the right to change prices, in particular when required to do so on legal or other grounds. See also article 4.5.
- 3.2 A Contract is only formed after your order has been accepted by Broadcast Partners. An order will only be accepted after payment for the full amount of the order has been received. Broadcast Partners may refuse orders for any reason, or apply certain conditions to the supply of the goods. If an order is not accepted, Broadcast Partners will inform the Customer within eight (8) work days after receipt of payment.

4 Prices and payment

- 4.1 Prices quoted for offered products and services are in euros, excluding VAT and excluding fees for shipping and handling, other taxes or levies, unless noted otherwise or agreed upon in writing (see also article 5).
- 4.2 Payment is required without discount or compensation, explicitly through pre-payment, unless agreed upon differently in writing.
- 4.3 Payment can be made by credit card or by bank.
- 4.4 If any part of the payment is overdue in full or in part, Broadcast Partners reserves the right to suspend or postpone the (execution of the) order and related contracts, or rescind the order and/or related contracts.
- 4.5 If and when prices for the offered products and services should rise in between the placing and the execution of the order, you have the right to cancel the order or rescind the contract within eight (8) work days after notification of the price increase by Broadcast Partners.
- 4.6 All Orban prices are valid for the Benelux.

5 International transactions

- 5.1 Supply of goods and/or services outside the Netherlands against a 0% VAT tariff is possible if you are registered as a legal business entity in the member states of the European Union (hereinafter: EU), other than the Netherlands. This involves a so-called Intra-Community Transaction (hereinafter: ICT transaction). You are required to provide Broadcast Partners with the exact name, address and registration number as you are registered with your local tax office. Should verification of these details by Broadcast Partners succeed, you are not required to pay VAT, or will be reimbursed for the amount of VAT already paid. If the verification by Broadcast Partners fails, you may either provide the correct details or pay the VAT. Goods will only be delivered at the address, which is required to be located outside the Netherlands.
- 5.2 Supply of goods and/or services outside the member states of the European Union against a 0% VAT tariff is possible if you are a registered legal entity or person of the VAT-tariff zone of EU member states. No VAT taxes shall apply if the goods are delivered outside the EU and payment is made from a location outside the EU.

6 Delivery & cancellation

- 6.1 Delivery times provided by Broadcast Partners are indicative. Exceeding of any delivery time gives the Customer no right or warranty for damage claims or the right to cancel the order or related contract(s).
- 6.2 Delivery of products and/or services will take place at a time and place when the products and/or services are ready for shipment.
- 6.3 If the order is cancelled by Broadcast Partners, because the payment obligations have not been fulfilled in whole or in part (see also articles 4 and 5), Broadcast Partners will repay the sum already received from the Customer. Broadcast Partners reserves the right to deduct incurred expenses (such as transaction costs from credit card companies or banking fees and other administrative expenses) from the sum already paid.
- 6.4 If Broadcast Partners is unable to fulfill the order in whole or in part (e.g. to out-of-stock or non-supply), the Customer will be reimbursed for the sum already paid. In such case, all costs incurred (such as transaction costs from credit card companies or banking fees and other administrative expenses) are for the account of Broadcast Partners.

7 Ownership restrictions

- 7.1 Goods and/or services remain property of Broadcast Partners, including in case they have been processed or integrated with other product and/or services, until the Customer has fulfilled all obligations, without limitation or reservations, towards Broadcast Partners following from any contract made between Broadcast Partners and the Customer, unless agreed upon otherwise in writing. Before having complied fully with all payment requirements, the Customer is prohibited from supplying, selling or transferring the goods or services to third parties, whether or not in good faith. The risk involved in ownership of the goods or services is transferred from the moment of shipment to the Customer.

8 Non-disclosure

- 8.1 Broadcast Partners is required not to disclose any information regarding the transactions being processed on behalf of the Customer.
- 8.2 Broadcast Partners has the right to disclose any information regarding the transactions being processed on behalf of the Customer, if and only when Broadcast Partners is required to do so by law.
- 8.3 Any information exchanged between the Customer and Broadcast Partners serve as legal proof, until and unless proven otherwise.

9 Intellectual and industrial ownership rights

- 9.1 All intellectual and industrial ownership rights that are part of the products and services supplied by Broadcast Partners, shall be respected in whole and unconditionally by the Customer.
- 9.2 Broadcast Partners does not warrant that products or services supplied to the Customer are not in breach with any (unwritten) intellectual and/or industrial ownership right of third parties.

10 Reclamations and liabilities

- 10.1 The Customer has the duty to investigate if the products and/or services meet the requirements set forth in the Contract upon receipt of the goods and/or services. If this is not the case, the Customer is required to inform Broadcast Partners in writing and with clear motivation as soon as possible, but no later than eight (8) days after receipt of the goods and/or services.
- 10.2 If it has been demonstrated that the products and/or services do not meet the requirements of the Contract, Broadcast Partners has the choice between supplying new goods and/or services in return of shipped items, or reimburse the Customer for their monetary value as stated on the invoice.
- 10.3 Return shipments are only accepted if the original packaging of the product is undamaged, while the costs of shipment for returning the goods are for the account of the Customer.
- 10.4 Broadcast Partners has the right to deduct any damages to the goods upon crediting the invoice, as well as the incurred administrative costs, unpaid shipment costs and costs of returning the goods and/or services to the supplier of Broadcast Partners.

11 Orders / communication

- 11.1 For any misunderstanding, mutilations, delays or inappropriate transfer of orders and instructions arising from the use of Internet or any other means of communication in the exchange between the Customer and Broadcast Partners, or between Broadcast Partners and third parties, insofar as it involves the relationship between the Customer and Broadcast Partners, Broadcast Partners is not liable, unless it has been clear that the actions taken by Broadcast Partners were deliberate or Broadcast Partners was negligent.

12 Non-compliance / Acts of god

- 12.1 Notwithstanding any of the other rights, in case of non-compliance as a result of force majeure or an act of god, Broadcast Partners has the choice, at her own decision, to suspend the order from the Customer or cancel the Contract without legal consent, of which the Customer shall be informed in writing, without any liability for damages to Broadcast Partners.
- 12.2 Acts of god include at least every shortcoming that cannot be attributed to Broadcast Partners, as it is out of her reach or power, and is not attributable under any law or generally accepted principles.

13 Various

- 13.1 If the Customer provides an address to Broadcast Partners in writing, Broadcast Partners is entitled to ship all goods and/or services to that address, unless you make it clear in writing to Broadcast Partners that the goods and/or services have to be delivered at a different address.
- 13.2 If and when Broadcast Partners, for a shorter or longer period, allows diversions of any of these Terms & Conditions E-Shop, either explicitly or implicitly, Broadcast Partners retains the right to require strict application and follow-up of these Terms & Conditions E-Shop. You cannot derive any right from the fact that Broadcast Partners relaxes one or more of the terms and/or conditions.
- 13.3 If one or more of the terms and/or conditions in these Terms & Conditions E-Shop or any other Contract should be deemed illegal under any law or legal treaty, all other terms and conditions apply. The term and/or condition will be replaced by a new term and/or condition, as determined by Broadcast Partners, in compliance with the law at hand.
- 13.4 Broadcast Partners is entitled to use third parties for the execution of the Order(s).

14 Applicable law

- 14.1 On all rights, duties, offers, orders and contracts that apply to these Terms & Conditions E-Shop, as well as the Terms & Conditions E-Shop, fall explicitly and without exception, under the laws of the Netherlands.
- 14.2 All disputes that may arise due to this contract or further contracts arising from it shall to the exclusion of all other institutions be subjected to the judgement of the qualified court in Amsterdam, the Netherlands.