



Business Customers – B2B-version

# *General Terms & Conditions*

**NO-EM B.V.**



## 1. Company

NO-EM B.V., having its registered office and principal place of business at Thomas Malthusweg 2, 1689 ZP Zwaag, the Netherlands, registered with the Dutch Chamber of Commerce under number 89352882 (hereinafter referred to as “NO-EM”), is a private limited liability company incorporated under Dutch law. NO-EM designs, produces, supplies and maintains business furniture and related products and services. The counterparty of NO-EM is referred to as the “Customer”.



## 2. Applicability

These general terms and conditions apply to all offers, agreements and deliveries of NO-EM, whether relating to the purchase of products or the provision of products on a subscription basis. Deviations from these terms are valid only if agreed in writing. Any general terms and conditions of the Customer are expressly rejected.

The Customer declares that it is acting in the course of its profession or business. These terms do not apply to consumers within the meaning of Section 6:230g of the Dutch Civil Code.



## 3. Formation of the Agreement

An agreement is concluded only after written confirmation by NO-EM or once NO-EM has commenced performance of the order. Quotations, price lists and other communications issued by NO-EM are non-binding and constitute an invitation to make an offer only.



## 4. Prices and Payment

All prices are exclusive of VAT and any other applicable taxes or levies. Payment must be made within 14 days of the invoice date, without discount, set-off or suspension. In the event of late payment, the Customer shall be in default by operation of law and statutory commercial interest shall be due, increased by extrajudicial collection costs amounting to 15% of the outstanding amount, with a minimum of €75.

NO-EM is entitled to adjust agreed prices in the event of demonstrable cost increases, including but not limited to increases in raw material prices, wages, transport costs, energy costs and government-imposed charges. Price adjustments will be communicated to the Customer in advance and will not apply to products already delivered.

NO-EM reserves the right to request a down payment equal to the principal amount including VAT.



### 5. Ownership and Use

In the case of purchase, ownership of the product transfers only after full payment has been received. Until that time, the product remains the property of NO-EM and may not be transferred, sold or encumbered. In the case of a subscription, ownership remains at all times with NO-EM and the Customer acquires only a right of use for the duration of the subscription. The Customer must handle the product with due care and comply with all instructions for use.



### 6. Delivery and Risk

Delivery shall take place at the agreed address. The risk of loss, theft, fire or any other damage transfers to the Customer at the moment of delivery. Delivery times are indicative only. Exceeding a delivery term does not entitle the Customer to terminate the agreement or claim damages, unless expressly agreed otherwise in writing.



### 7. Duration and Termination of Subscriptions

Subscriptions have a minimum term of 36 months, unless agreed otherwise in writing. After the minimum

subscription term, the subscription will automatically continue for an indefinite period and may be terminated monthly as of the end of a calendar month, subject to three months' notice. Upon termination, the product must be returned in good condition.




### 8. Service, Maintenance and Warranty


NO-EM provides a five-year warranty on purchased products and a warranty for the full duration of the subscription in the case of subscription agreements. The warranty covers material and construction defects under normal use. Damage resulting from improper use or unauthorized modifications is excluded from the warranty. If a service contract applies, this includes maintenance, reupholstering, repairs and the return processing of components.




### 9. Returns and Cancellation


Returns are permitted only after prior written consent from NO-EM. Return shipping costs are borne by and at the risk of the Customer, unless related to a warranty claim or return under a subscription agreement. In the event of unjustified return or cancellation, NO-EM may charge cancellation costs amounting to 20% of the order value, with a minimum of €10 per product.


 **10. Suspension and Termination**  
 NO-EM is entitled to suspend its obligations or terminate the agreement if the Customer fails to fulfill its obligations or is declared bankrupt. Upon termination, all outstanding claims become immediately due and payable. NO-EM shall not be liable for any damages resulting from suspension or termination.

 **11. Liability and Indemnification**  
 NO-EM shall not be liable for damage caused by improper use of the product. If NO-EM is liable, liability is limited to the amount paid out under its insurance policy or, if no insurance payment is made, to the invoice amount of the relevant delivery, with a maximum of €10,000. NO-EM shall never be liable for indirect damages, including but not limited to consequential damages or loss of profit. This limitation does not apply in cases of intent or willful recklessness on the part of NO-EM.

 **12. Force Majeure**  
 Force majeure means any circumstance beyond the control of NO-EM that temporarily or permanently prevents performance of the agreement, including but not limited to natural disasters, war, fire, pandemics,

transport disruptions or energy shortages. In the event of force majeure, NO-EM shall not be liable for damages and may suspend or terminate performance of the agreement.

 **13. Applicable Law and Disputes**  
 All agreements with NO-EM are exclusively governed by Dutch law. Disputes shall be submitted exclusively to the competent court of Noord-Holland, location Alkmaar. If any provision of these terms is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

 **14. Amendments**  
 NO-EM may amend these general terms and conditions. The amended terms shall also apply to existing agreements, provided that the Customer has been informed thereof in writing in a timely manner.

**Questions?**

 Call us  Or send us an email  
 +31 (0)229 31 7001 [info@no-em.com](mailto:info@no-em.com)