

Terms and Conditions – Heslu Transfertechnik

Last updated: 14-07-2025

1. Applicability

These terms and conditions apply to all quotations, agreements, and deliveries of products and services, whether in electronic form or otherwise, by Heslu Transfertechnik, established in Lekkerkerk, to business customers (resellers). Deviations are only valid if agreed in writing.

2. Products and Orders

Heslu Transfertechnik produces transfers, emblems, and related products, including custom work based on designs and specifications provided by the customer.

3. Submitted Files & Intellectual Property

- **The reseller guarantees that submitted files do not infringe on the rights of third parties (such as copyrights, trademarks, or portrait rights).**
- **The customer fully indemnifies Heslu Transfertechnik against claims from third parties related to the use of these files.**
- **Designs, productions, or files developed by Heslu Transfertechnik remain the property of Heslu Transfertechnik, unless otherwise agreed in writing.**
- **All goods delivered by the supplier remain the property of the supplier until the purchaser has fulfilled all payment obligations to the supplier, including invoice amounts, interest, costs, and any claims arising from other agreements between the parties.**

4. Quotations and Agreements

- **All quotations are non-binding, unless explicitly stated otherwise.**
- **An agreement is only concluded after written confirmation by Heslu Transfertechnik or upon commencement of execution.**
- **Right of withdrawal by the supplier upon acceptance of quotation: If a quotation issued by the supplier is accepted by the purchaser, the supplier reserves the right to withdraw the offer within two (2) working days of receipt of acceptance without stating reasons. In that case, no agreement will be concluded, and the supplier shall not be liable for any compensation or damages.**
- **Supplements or amendments to the agreement, as well as oral commitments by employees, representatives, agents, or other intermediaries of the supplier, are only binding if expressly and in writing confirmed by an authorized representative of the supplier.**

5. Cancellation

- **Cancellation of a placed order is only possible within 24 hours after receipt of the order confirmation, provided that production has not yet started.**

- In case of later cancellation or if production has already begun, the reseller is obliged to pay the full agreed price.

6. Prices and Payment

- All prices are in Euros, exclusive of VAT, transport costs, and other levies, and are subject to change unless stated otherwise. All prices quoted by us are in Euros.
- Payment must be made within 30 calendar days of the invoice date, unless otherwise agreed in writing.
- If the payment term is exceeded, the customer is legally in default and statutory commercial interest shall be due.
- If, after written notice of default and expiration of the specified period, the purchaser still fails to meet their payment obligations, the supplier is entitled to terminate the agreement in writing without judicial intervention. In that case, the purchaser is liable for all damages and costs incurred by the supplier.
- If the purchaser fails to fulfill their payment obligations on time, the supplier is entitled to immediately suspend further performance of the agreement, including production, delivery, and other work.

7. Delivery and Transfer of Risk

- Delivery times are indicative. Exceeding a delivery period does not entitle the customer to compensation or cancellation.
- Delivery takes place ex works (Incoterms), unless otherwise agreed. The risk passes to the customer upon handover to the carrier.
- The purchaser is obliged to notify Heslu Transfertechnik in writing of any changes in address or contact details within ten (10) days. Until a new address change is reported by the purchaser and confirmed in writing by Heslu Transfertechnik, the company may rely on the correctness of the last provided address.
- Transport of all goods related to the order is at the purchaser's risk, regardless of what may be stated on the consignment note or other transport documents. Insurance of the shipment will only take place if expressly requested by the purchaser and will be entirely at their expense.

8. Complaints and Returns

- Complaints must be submitted in writing no later than 5 working days after delivery.
- Returns will only be accepted with prior written approval from Heslu Transfertechnik.
- Custom-made products cannot be returned, unless there is demonstrable fault on our part.

9. Liability

- Heslu Transfertechnik is only liable for direct damage caused by demonstrable negligence.

- **Liability is in all cases limited to the invoice amount of the relevant delivery.**
- **Heslu Transfertechnik is not liable for indirect damages, such as consequential damages, lost profits, or business interruption.**

10. Force Majeure

- **Heslu Transfertechnik is not obliged to fulfill any obligation if it is prevented from doing so due to force majeure.**
- **Force majeure includes, but is not limited to: natural disasters, fire, floods, war, government measures, strikes, power outages, pandemics, business disruptions, shortages of raw materials or transport means, and excessive absenteeism of personnel, both within the organization itself and at suppliers or carriers.**
- **In the event of force majeure, the supplier has the right to suspend performance of the agreement for the duration of the force majeure situation, or to terminate the agreement in whole or in part, without being liable for any compensation.**

11. Applicable Law and Competent Court

All legal relationships are governed exclusively by Dutch law. Disputes shall be submitted exclusively to the competent court in the district where Heslu Transfertechnik is established.