

# GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS

## Kamera Express Rotterdam B.V.

Version: March 19, 2025

### Article 1. Scope

1.1 These are the General Terms and Conditions for Business Customers of Kamera Express Rotterdam B.V., registered with the Chamber of Commerce under number 24255575 and legally established in Capelle aan den IJssel, the Netherlands.

1.2 These General Terms and Conditions apply to all Agreements between Kamera Express and businesses, as well as to all quotations and deliveries from Kamera Express to businesses. Any general (purchasing) terms and conditions of the Customer are not applicable.

1.3 These General Terms and Conditions do not apply to agreements with and deliveries to consumers. For such cases, the General Terms and Conditions of the Dutch Thuiswinkel Organization apply.

1.4 If one or more provisions in an Agreement with a Customer conflict with these General Terms and Conditions, the provisions in the Agreement shall prevail, unless otherwise agreed.

1.5 An English and German version of these Terms is available. In case of discrepancies between the Dutch version and the English or German version, the Dutch text prevails.

### Article 2. Definitions

2.1 In these Terms, the following terms have the following meanings:

- **Kamera Express:** Kamera Express Rotterdam B.V., registered at the Chamber of Commerce under number 24255575 and located in Capelle aan den IJssel.
- **Website:** the website [www.kamera-express.nl](http://www.kamera-express.nl) and its subdomains.
- **Customer:** the individual acting in the course of a profession or business, or the legal entity entering into an Agreement with Kamera Express.
- **Agreement:** any agreement between Kamera Express and a Customer.
- **General Terms and Conditions:** these terms.

### Article 3. VAT, Shipping Costs, and Website Information

3.1 Prices on the webshop are listed including VAT. For business quotations or offers, prices are typically shown excluding VAT.

3.2 Shipping costs are not included unless stated otherwise (e.g., for orders over a certain amount). These will be clearly listed during checkout or in quotations.

3.3 Kamera Express does not guarantee that all information on the Website is always accurate or complete. Prices and other information are subject to obvious programming or

typographical errors. Kamera Express is not obliged to honor agreements based on such errors.

3.4 Product images may contain accessories not included in the advertised price or may differ slightly from the actual product. Customers should always consult the product description for details.

3.5 Kamera Express may change prices at any time. Provided price lists are valid for the period indicated or, if none, for up to 30 days.

#### **Article 4. Formation of the Agreement**

4.1 An Agreement is formed when the Customer accepts a quotation within the specified period, Kamera Express confirms an order, and/or a contract is signed.

4.2 Not all products are always available in all quantities. An Agreement is only established after Kamera Express confirms an order. Kamera Express may cancel an order within 48 hours without liability.

4.3 If the Customer provides incorrect information, Kamera Express may suspend performance until correct data is received. Any resulting delay is the Customer's responsibility.

4.4 Offers and quotations are non-binding unless stated otherwise and are valid for 14 days. Kamera Express is not obliged to make partial deliveries based on quoted unit prices. If government taxes (e.g., VAT) change during the quotation validity, Kamera Express may adjust the price accordingly.

4.5 If a Customer accepts a quotation with conditions, no Agreement is formed unless Kamera Express explicitly agrees to those conditions.

#### **Article 5. Confidentiality of Login Details**

5.1 The Customer is responsible for choosing a secure password and keeping login details (username and password) confidential.

5.2 Kamera Express is not liable for misuse of login credentials and assumes any logged-in user is the legitimate Customer.

5.3 If the Customer suspects that login data has been compromised, they must change their password and notify Kamera Express immediately.

#### **Article 6. Execution, Delivery, Service, and Termination**

6.1 Kamera Express may engage third parties to fulfill its obligations without informing the Customer.

6.2 Estimated delivery methods and timelines are provided on the Website. If no specific date is agreed, products will be delivered within 30 days. These timeframes are not strict deadlines.

6.3 If delivery cannot occur on time, Kamera Express will notify the Customer, who may accept a new delivery date or terminate the Agreement (in whole or part).

6.4 Unless otherwise agreed, Kamera Express handles transportation to the Customer's specified address (within the Netherlands, Belgium, and Germany). Risk transfers to the Customer upon delivery.

6.5 If services are provided:

- Kamera Express determines the method of delivery unless agreed otherwise.
- The Customer must provide necessary cooperation, including access and information.
- Cancellation within 7 days before the scheduled date incurs a 25% fee.
- Additional work will be billed separately at standard rates.

6.6 Kamera Express may terminate the Agreement immediately without court intervention if:

- The Customer files for bankruptcy or ceases operations;
- The Customer fails to meet obligations after being given 7 days to correct them;
- Continued cooperation is unreasonable (e.g., fraud or reputational damage).

Other Agreements may be terminated with 6 weeks' written notice.

6.7 Upon termination, all payment obligations for delivered goods/services remain in effect. If termination is due to the Customer's fault, damages may be claimed, including lost profits.

## **Article 7. Force Majeure**

7.1 Kamera Express is not liable for non-performance due to force majeure. Obligations may be suspended during the event without liability. If it lasts over three months, either party may terminate the Agreement without compensation.

Force majeure includes (but is not limited to): natural disasters, war, strikes, government restrictions, supplier delays, fires, power/network failures, and pandemics.

7.2 After such an event ends, Kamera Express determines delivery priorities based on availability, not the order date.

## **Article 8. Returns**

8.1 The Customer, being a business, has no right of withdrawal, cancellation, or reflection period unless explicitly agreed in writing.

## **Article 9. Prices and Payment**

9.1 Payments must be made in euros via agreed methods. Kamera Express may change available payment options at any time.

9.2 Payment is due within 14 days after confirmation or invoice. Orders are shipped after full payment.

9.3 If post-delivery payment is agreed, it is due within 14 days after delivery. Kamera Express may request prepayment or other assurances if creditworthiness is in doubt.

9.4 This payment term is strict. Failure to pay on time results in:

- Immediate default without notice,
- Legal interest charges (Art. 6:119a BW),
- Collection costs.

Objections do not suspend payment obligations.

9.5 Offsetting payments against any Customer claims is not permitted without written approval. Rights and obligations cannot be transferred without written consent.

9.6 Kamera Express may offset any amounts owed to the Customer against outstanding claims.

9.7 If a call-off agreement is made, prices may be adjusted due to changes in taxes or third-party costs (e.g., shipping). The Customer agrees in advance to such changes.

9.8 If the Customer requests invoicing in another party's name, the Customer remains jointly and severally liable unless otherwise agreed.

## **Article 10. Warranty and Conformity**

10.1 Kamera Express guarantees that products meet the Agreement, specifications, and intended use. Special uses are only guaranteed if explicitly agreed in writing.

10.2 Unless stated otherwise, a 2-year warranty applies. Extended warranties must be claimed from the manufacturer.

10.3 No warranty applies for defects due to improper installation or misuse.

10.4 The Customer must inspect products upon delivery and report defects within 14 days. Hidden defects must be reported within 14 days of discovery. Products must be kept available for inspection and, if requested, returned at the Customer's cost.

10.5 If a complaint is justified, Kamera Express may repair, replace, or refund (part of) the purchase price. No compensation for consequential damages, delay, or return shipping costs is provided.

## **Article 11. Limitation of Liability**

11.1 Except for intent or gross negligence, Kamera Express's liability is limited to the contract value (incl. VAT) or EUR 10,000 max. The applicable warranty in Article 10 applies.

11.2 Indirect damages (e.g., lost profits, data loss, or downtime) are excluded. Kamera Express is not liable for issues from insecure communications, viruses, spam filters, etc.

11.3 Kamera Express does not perform installations and is not liable for third-party installation errors.

11.4 Claims expire if not submitted in writing within 1 month of discovering the issue. Claims lapse 6 months after that.

11.5 No liability for force majeure damages.

11.6 These limitations also apply to Kamera Express employees, suppliers, carriers, executives, and freelancers.

## **Article 12. Retention of Title**

12.1 All products remain the property of Kamera Express until the Customer has fulfilled all obligations.

## **Article 13. Personal Data**

13.1 Personal data is processed in line with Kamera Express's privacy policy ([www.kamera-express.nl/privacy-policy](http://www.kamera-express.nl/privacy-policy)). If third-party data is processed, both parties will cooperate in establishing a data processing agreement upon request.

## **Article 14. Intellectual Property**

14.1 The Customer acknowledges that all intellectual property rights related to the Website, communications, and products belong to Kamera Express or its licensors.

## **Article 15. Disputes and Applicable Law**

15.1 All offers, deliveries, and Agreements are governed by Dutch law. The competent court in Rotterdam will have jurisdiction. The Vienna Sales Convention does not apply.

## **Article 16. Miscellaneous**

16.1 Kamera Express may amend these Terms. Changes bind the Customer no sooner than two weeks after written notice.

16.2 If a provision is invalid, the remaining terms remain in force. The invalid term shall be replaced with one as close as possible in meaning.

16.3 Failure to enforce rights does not imply waiver of those rights.

## **Article 17. Contact Information**

### **17.1**

#### **Kamera Express Rotterdam B.V.**

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