

General Terms and Conditions of Sale, Delivery and Payment

Arbor Media Services BV's General Terms and Conditions of Sale, Delivery and Payment are filed with the Trade Register of the Chamber of Commerce of Centraal Gelderland number 09124196. All Arbor Media Services quotations, delivery, product manufacturing and/or service supply agreements, as well as supplies and deliveries, are made upon these terms and conditions to the complete exclusion of any variations to these terms and conditions not expressly agreed to in writing by Arbor Media Services and of any other terms and conditions which the purchaser attempts or purports to introduce by whatever means.

1. General

Arbor Media Services offers are non-binding unless explicitly stated otherwise. Arbor Media Services is bound by orders only and insofar it has confirmed them in writing.

2. Prices

The prices of the Arbor Media Services price-lists, quotations or order confirmations are net prices, ex works Doetinchem and exclusive of turnover tax unless agreed or stated otherwise.

In the event of price increases due to higher production costs, import duties or taxes, or foreign currency rate fluctuations Arbor Media Services reserves its right to charge the purchaser for the differences in price.

A handling fee of (approx.) € 100 can be charged on orders with a value lower than € 250.

3. Installation and start up

The purchaser will be charged with any installation or start up costs.

4. Delivery time

Time will not be of the essence in respect of delivery dates, all of which are estimated dates only. Arbor Media Services will not be liable to the purchaser and the purchaser will not be entitled to cancel the order or reject the goods if Arbor Media Services is unable to meet any estimated delivery date(s) unless agreed otherwise. The goods may be delivered in advance of any agreed or estimated delivery date(s) if they are available earlier than this date unless explicitly agreed otherwise.

5. Claims

Without prejudice to what is stated under the Liability and Warranty provisions claims for directly apparent defects must be notified in writing by the purchaser to Arbor Media Services within ten days of delivery or within ten days of supplying the services.




Dealing with claims takes place without any obligation and can not produce any rights for the purchaser.

6. Payment

Unless stated otherwise, the purchaser is to pay for the goods within 14 (fourteen) days of receiving them. All payments made by the purchaser for the goods are to be made without any deduction, set-off or counter-claim whatsoever into a bank or giro account indicated by Arbor Media Services. If the purchaser fails to pay on or before the due date(s) he will be by right deemed to be in default and Arbor Media Services is entitled, without any prior notice of default, to charge the purchaser interest on the amount due at the rate of 3% (three per centum per annum) above the promissory note discount rate of the Nederlandsche Bank starting from the date the payment is due. This is without prejudice to Arbor Media Services' other rights, as well as to the right to recover from the purchaser all judicial or non-judicial collection charges to an amount up to 15% of the sum to be collected.

Administrative costs of € 25 will also be charged. No payment can be deferred even if the purchaser professes he has a claim. In case installation or start-up are delayed or postponed due to any reason other than negligence on part of Arbor Media Services a correct execution will be deemed to have taken place at the latest two months after the goods were placed for dispatch.

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7. Transfer of property

The purchaser is not allowed to dispose of, pledge, mortgage, sell, lend or in any other way remove from his premises the delivered or to be delivered goods until Arbor Media Services has received payment in full of all amounts due.

If the purchaser does not abide by the above article 12 will apply.

8. Warranty

Unless stated or agreed otherwise a 6 month warranty period will apply. For this warranty to apply the purchaser must notify Arbor Media Services about the defective goods in good time.

Arbor Media Services shall be entitled to choose whether to replace or repair any defective goods at its own expense. This warranty will not extend to any defect arising from incorrect use.

Goods for which a breach of warranty is complained of must be returned to Arbor Media Services at the purchaser's expense. Warranty work is usually carried out in Arbor Media Services' service department during normal working hours.

In case a service or other maintenance agreement has been concluded with Arbor Media Services warranty work may be also carried out outside normal working hours and/ or at the purchaser's premises. In all other occasions where warranty work takes place elsewhere, travel and accommodation expenses will be charged as well as eventual expenses for transport of any testing equipment. If warranty work takes place in the factory Arbor Media Services is entitled to charge transport costs.

If it appears that no defects covered by this warranty are present in the returned for repair equipment the purchaser will be charged with all expenses incurred.

The warranty will not extend to any defect arising from failure to follow the manufacturer's instructions or from unauthorised handling or repair.

9. Liability

Without prejudice to the provisions of article 8 above the following applies as far as Arbor Media Services' liability is concerned:

Arbor Media Services will not be liable for any direct or indirect damage of any nature whatsoever, arising from any deficiency, break down or not good functioning of the equipment and/ or the components without prejudice to the compulsory law provisions regarding (product) liability, public order and good faith. Without prejudice to the above Arbor Media Services' liability from these general terms and conditions or from any other grounds is limited in amount to the value of the invoice of the goods in question.

10. Acts of God

In the event of an act of God, in the broadest sense of the word, and of circumstances under which the agreement can not be demanded to be fulfilled in all reasonableness and fairness, Arbor Media Services will be entitled to extend the time for performance of the agreement by a period not exceeding one year and thereafter to cancel the agreement. In this latter case the agreement will be cancelled without either of the parties being liable for damages or for any other claim. In the event of performance of the agreement in part the purchaser will be charged with a reasonable part of the total price.

Under act of God is to be understood: serious disruptions to the production process, war, civil disturbance, epidemics, natural disasters, fire and other calamities, difficulties in transport, strikes, embargoes, measures of any kind introduced by government, in so far as these circumstances have a direct effect on the correct execution of the order. As soon as any of the above-mentioned circumstances occurs Arbor Media Services will inform the purchaser.

If Arbor Media Services is temporarily unable to comply with its contractual obligations it is entitled to defer performance of the agreement until the circumstances causing an act of God do not occur any more.

If Arbor Media Services is permanently unable to comply with its contractual obligations the purchaser is entitled to terminate the agreement provided that written notice is given to Arbor Media Services within 8 days of notification by Arbor Media Services and that the purchaser is obliged to accept delivery of the part of the order that can be fulfilled as well as to pay Arbor Media Services accordingly. The same applies if Arbor Media Services is only temporarily unable to comply with its contractual obligations but this is expected to last longer than 2 months.

11. Risk

Without prejudice to the provisions of article 7 above all risk in the goods will pass to the purchaser upon the collection of the goods by the purchaser or by a person appointed or authorised by the purchaser.

12. Termination

If the purchaser suspends payments, fails to comply with any of his obligations under the agreement, becomes bankrupt or has a bankruptcy petition presented against, enters into liquidation or is the subject of an administration order or has a receiver or administrator appointed or a petition presented for winding up, Arbor Media Services is entitled to terminate all agreements concluded with the purchaser in question without prejudice to Arbor Media Services' other legal rights. The termination will be communicated to the purchaser with registered post without any further notice of default or legal intervention to be required. None of the above prejudices Arbor Media Services' claim for damages if they result from the purchaser's own doing.

13. Documentation and software

Arbor Media Services is the owner of copyright to all drawings, diagrams, designs and other documents directly or indirectly originating from it.

Neither these documents nor their content can be made available, in whole or in part, to third parties in any way whatsoever. Copyright covers also explicitly the software or firmware delivered by Arbor Media Services as component of the equipment or separately. Unless agreed otherwise, the purchaser is authorised, upon delivery, to his own use in the appropriate situation. If this rule is not complied with, Arbor Media Services is entitled to recover any loss incurred.

14. Dispute settlement

The Dutch law shall govern all agreements made in whole or in part upon these terms and conditions. Dutch courts will be the only courts competent to settle disputes arising from these agreements, agreements that result from them and from these terms and conditions. Inasmuch as these disputes fall in the jurisdiction of a court they will be tried only in the first instance by the competent court in the district where Arbor Media Services has its registered office, unless the other party notifies Arbor Media Services in writing, within five weeks after Arbor Media Services referring the other party to the provision in question, that it chooses the dispute to be settled by the court that is competent by law.