

General terms and conditions Virtual Vision

ARTICLE 1. | DEFINITIONS

In these general terms and conditions the following terms, stated in singular and plural, are used in the following meaning.

1. General terms and conditions: the current document *General terms and conditions Virtual Vision*.
2. Virtual Vision: the user of these general terms and conditions, having its registered office at Henricuskade 83A, 2497 NB in The Hague, registered in the Trade Register under Chamber of Commerce number 30127749.
3. Other party: the natural person, acting in the performance of a profession or company, or a legal entity with which Virtual Vision has concluded or intends to conclude an agreement and anyone using one or more websites of Virtual Vision.
4. Parties: Virtual Vision and the other party jointly.
5. Agreement: each concluded agreement between Virtual Vision and the other party, whereby Virtual Vision has committed to the sale or supply of products, software or service.
6. Web shop: each website of Virtual Vision that provides for an organised system for distance selling and which can be used to conclude agreement such as, but not limited to, shop.virtualvision.eu, shop.virtualvision.nl and shop.ureach.nl.
7. Products: all the goods to be delivered by Virtual Vision to the other party on the basis of the agreement.
8. Software: by Virtual Vision with due observance of that stated in article 9, offered software, such as firmware, driver updates and software updates or to be offered by Virtual Vision as part of the agreement.
9. Service: the services, such as guarantee extension and/or other services to be provided by Virtual Vision as part of the agreement, with due observance of that stated in article 10.
10. Written: communication in writing, communication by email or any other means of communications that can be considered equal to this in light of the latest technology and generally prevailing opinions.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to any offer of Virtual Vision and any concluded agreement.
2. These general terms and conditions also apply to agreement whereby the services of third parties are engaged for its performance.
3. The applicability of any general terms and conditions of the other party, whichever name it is referred to, is explicitly rejected.
4. That stated in these general terms and conditions can only explicitly be deviated from in writing. If and insofar as the parties have explicitly agreed otherwise in writing in deviation from that stated in these general terms and conditions, then that explicitly agreed in writing by the parties applies.
5. The dissolution or nullification of one or more of the provisions in these general terms and provisions or the agreement does not affect the validity of the other clauses. In such an event, the parties are obliged to discuss a new provision to replace the provision in question, thereby taking into account the aim and the intent of the original provision.

ARTICLE 3. | OFFER AND CONCLUDING OF THE AGREEMENTS

1. Each offer made by Virtual Vision is free of obligation, regardless of whether it states a period of acceptance. An offer of Virtual Vision is also subject to sufficient availability of the products, software or services offered. Virtual Vision can always revoke its offer until immediately after the acceptance thereof by the other party.
2. If, in the event of a web shop order, a product has already been paid for and the product then appears to no longer be available, then Virtual Vision will ensure that the other party is repaid as soon as possible, whereby the price for any part of the agreement delivered remains payable by the other party.
3. The other party can also not derive any right from an offer of Virtual Vision that contains an apparent error or mistake.
4. The other party can also not derive rights from an offer of Virtual Vision that is based on the incorrect or incomplete details provided by the other party.
5. A composite price quote does not form an obligation for Virtual Vision to perform a part of the offer at a corresponding part of the price quoted.
6. The agreement is concluded by the offer being made and accepted, notwithstanding that stated in this subsection. If the acceptance of the other party deviates from the offer made by the other party, then the agreement will not be concluded in accordance with this deviating acceptance, unless the latter party states otherwise. If the other party has been given a pro forma invoice, then the full payment of that invoice is regarded as an acceptance of Virtual Vision's offer. If the agreement is concluded electronically, is entered into via the web shop, phone or by fax, then the agreement will only be concluded the moment Virtual Vision has confirmed the order to the other party by email.
7. If the other party concludes the agreement on behalf of other individuals or legal entities, he states that he is authorised to do so before entering into the agreement. The other party and that individual or legal entity is severally liable for meeting the obligations resulting from that agreement.

ARTICLE 4. | SUPPLY OF PRODUCTS

1. Unless otherwise has explicitly been agreed that the delivery takes place by way of collecting the products by or on behalf of the other party, the delivery of the products takes place by delivery thereof at the address provided by the other party. If the other party has not specified a delivery address, the invoice address is used as delivery address.
2. If Virtual Vision delivers, it will determine the delivery method of the products. Virtual Vision always determines how the products are packaged.
3. Virtual Vision retains the right to deliver orders in parts, unless this cannot reasonably be demanded from the other party.
4. Unless otherwise has explicitly been agreed, Virtual Vision delivers the products (Delivered at Place) pursuant to the most recent version of the Incoterms. The risk of loss and damage of the products is transferred to the other party the moment that the products have been offered at the designated delivery address or at customs.
5. If the agreed delivery period is exceeded the other party, notwithstanding that stated in article 5 with regard to the failure of Virtual Vision, is never authorised to refuse the products to be delivered and/or the payment of the amounts payable to Virtual Vision pursuant to the agreement.
6. If the products could not be delivered as a result of a circumstance that is attributable to the other party, then Virtual Vision will keep the products in storage for account and risk of the other party, notwithstanding the obligation of the other party to pay the sums payable pursuant to the agreement concluded with Virtual Vision. The storage costs, additional freight costs etc. incurred as a result of the failure of the other party to receive the goods, are also payable by the other party. Also if the storage is realised on Virtual Vision's own location, then the other party must pay storage costs. These costs are reasonably determined by Virtual Vision.
7. If the other party refuses to receive the products or is otherwise negligent in receiving the products, then the other party will inform Virtual Vision upon first request within which period the products will be purchased, in the absence of which Virtual Vision is authorised to dissolve the agreement, notwithstanding the obligation of the other party to pay the amounts payable to Virtual Vision on the basis of the agreement, as well as the costs referred to in the preceding subsection.

ARTICLE 5. | DELIVERY INSTALMENTS

1. Virtual Vision does everything in its power to meet the delivery period agreed by the parties. However, the delivery periods agreed by Virtual Vision and the parties can only be regarded as indicative and never as a deadline. The default of Virtual Vision will not take effect until after the other party has declared the Virtual Vision in default in writing, whereby the notice of default states a reasonable period in which Virtual Vision must be given the opportunity to comply with its obligations and has still failed to comply with its obligations after the above mentioned period has ended. In the event of such a failure, the other party can never claim a payment of damages exceeding the restitution or remittance of the agreed price proportionate to the undelivered part of the agreement.
2. The delivery period Virtual Vision has agreed with the other party will only commence once Virtual Vision has received all the information necessary for the delivery from the other party.

ARTICLE 6. | PRODUCT SALE: GUARANTEE, INVESTIGATION AND COMPLAINTS

1. The products delivered by Virtual Vision comply with the usual standards and conditions as they can reasonably be made at the time of delivery. Virtual Vision only delivers the products with (factory) guarantee insofar this has explicitly been agreed by the parties or has explicitly been stated upon concluding the agreement.
2. The other party must, notwithstanding its claims to any guarantee, immediately investigate upon or directly after delivery whether the nature and the quantity of the products comply with that stated in the agreement. If the other party considers that the nature and/or quantity of the products is not in accordance with the agreement, then the other party must immediately report this to Virtual Vision at the moment of delivery, or at least immediately after. In the event of a defect that was reasonably not visible or otherwise unknown at the time of the delivery, the other party must inform Virtual Vision thereof in writing within seven days after they have become aware or should reasonably have become aware of the existence of the defect.
3. If the other party fails to file a complaint in time, then Virtual Vision does not have any obligation in respect of such a complaint of the other party.
4. The fact that the other party files a complaint in time does not withstand its obligation to pay to Virtual Vision on time.
5. Any claim on guarantee or complaint is cancelled if any seal applied on the product is broken, a defect of the product is the result of an external cause or can otherwise not be attributed to Virtual Vision or its supplier. This includes, but is not limited to, defects resulting from damage, normal wear and tear, incorrect or inexpert treatment, incorrect or inexpert use, use contrary to the user manual or other instructions provided by Virtual Vision or its supplier, the failure to expertly and regularly conduct maintenance and to make changes to the products, including repairs of the products which have not been performed with prior written permission of Virtual Vision.
6. The products can only be returned with prior written agreement of Virtual Vision after which the full or partial repayment or remittance, or repair or replacement only takes place in the event of a shortcoming of Virtual Vision or a valid claim on the guarantee made by the other party. Returning the products are for the account and risk of the other party.
7. The other party is only liable to claim under the guarantee if it has complied with all its payment obligations under the agreement in respect of Virtual Vision.

ARTICLE 7. | FORCE MAJEURE

1. Virtual Vision does not have to meet any obligation in the agreement if and for as long as it is hindered in doing so by a circumstance which cannot be attributed to him pursuant to the law, a legal act or generally prevailing opinions.
2. If the force majeure situation prevents the meeting of the agreement permanently, the parties are entitled to dissolve the agreement effective immediately.
3. If Virtual Vision has only met its obligations partially at the time the force majeure situation commenced, or can only meet part of its obligations, he is entitled to separately invoice the part performed, or performable as if it were an independent agreement.
4. Damage resulting from a force majeure are never eligible for compensation, notwithstanding that stated in the previous subsection.

ARTICLE 8. | SPECIAL PROVISIONS FOR RESELLERS

1. In the event the products to be delivered by Virtual Vision are intended for resale by the reseller, then the resale to the customers of the other party are for the account and risk of the other party.
2. Each collaboration between the reseller and Virtual Vision is never exclusive, unless otherwise has been explicitly been agreed; Virtual Vision is authorised to appoint multiple resellers without geographical limitations or to conclude contracts with multiple resellers within the same geographical area.
3. Virtual Vision guarantees the other party the constant, agreed quality of the supplied products. The other party who acts as the reseller of the products, is responsible for the compliance with legal obligations with regard to his ultimate customers, such as the legal sales guarantee for consumers.

ARTICLE 9. | AVAILABILITY OF SOFTWARE

Unless otherwise is explicitly stated all the software offered by Virtual Vision, whether or not as part of an agreement is received from the manufacturer of the product in question. This program is offered to the other party to the best of the insight and ability of Virtual Vision. However, Virtual Vision cannot guarantee the soundness and suitability of the program for the application intended by the other party. Virtual Vision is therefore not liable for programming errors, unsoundness or unsuitability of the software. Virtual Vision is also not liable for viruses or other harmful components that cause damage to the hardware or software of the other party by way of the program. Insofar as reasonably be demanded by Virtual Vision, they will do all the necessary, in consultation with the manufacturer if needed, to find a suitable solution for the other party for any errors in the software offered by Virtual Vision in respect of the making available thereof by Virtual Vision, without Virtual Vision accepting any further liability in this respect.

ARTICLE 10. | SERVICE

Service, such as those performed as part of guarantee extensions. and on-site service contracts, are in fact supplied by the manufacturer or the supplier of Virtual Vision. Virtual Vision only commits as reseller of the service, whereby the actual performance thereof takes place at the risk of the manufacturer or supplier. Virtual Vision is not liable for any errors or shortcomings in the service provided. Insofar as reasonably may be expected from Virtual Vision, it will do its utmost, in consultation with the manufacturer or supplier, to find a suitable solution to resolve any errors or shortcomings in the service provided by the manufacturer or supplier, without Virtual Vision accepting any liability in this respect.

ARTICLE 11. | SUSPENSION AND DISSOLUTION

1. Virtual Vision is, if reasonably justified by the circumstances, authorised to suspend the performance of the agreement or dissolve the agreement, fully or partly, effective immediately, if and insofar as the other party fails to meet the obligations of the agreement fully or fails to meet them in time, or if Virtual Vision has learned after having concluded the agreement that there are circumstances that provide good grounds to fear that the client will not meet its obligations. If the compliance of the obligations of the other party in respect of which it falls short or threatens to fall short, is permanently impossible, the authority to dissolve only arises after the party has been declared in default by Virtual Vision in writing; this notice of default will specify a reasonable period within which the other party can (still) comply with its obligations and the compliance after the lapsing of the latter period has still not been realised.
2. If the other party liquidates its business or transfers it to a third party, is declared bankrupt, requested a suspension of payment, if any claim is made on his goods or if the other party can no longer freely dispose of its assets, then Virtual Vision is entitled to dissolve the agreement, effective immediately, unless the other party has already provided sufficient security for the compliance with its payment obligations.
3. Virtual Vision is also entitled to dissolve the agreement if circumstances should occur that are of such a nature that meeting the agreement is impossible or if the unchanged maintaining of the agreement cannot reasonably be demanded of him.
4. The other party can never claim any payment of damages in respect of the dissolution or suspension right exercised by Virtual Vision on the basis of this article, in the understanding that if the circumstances that lead to the dissolution of the agreement should reasonably be for the risk of Virtual Vision, the other party can only claim a restitution or remittance of the price proportionate of the unperformed or undelivered part of the agreement as a result of the dissolution.
5. Insofar as this can be attributed to the other party, the other party is obliged to pay the damages suffered by Virtual Vision as a result of the suspension or dissolution of the agreement.
6. If Virtual Vision dissolves the agreement on the basis of this article, all the claims on the purchaser are payable immediately.

7. The dissolution as referred to in this article will be effectuated by serving the other party an extra judicial declaration.

ARTICLE 12. | PRICES, COSTS AND PAYMENTS

1. All the prices listed by Virtual Vision are excluding VAT and other government levies. If the products are delivered, the prices are excluding delivery costs unless otherwise has explicitly been agreed.
2. Virtual Vision is authorised to pass on price increases to the other party if significant price increases have taken place between the moment the offer was made and the moment the agreement was performed, with regard to cost price determining factors, for example with regard to exchange rates, salaries, raw materials, semi-finished products and packaging.
3. Payments must be made in the manner prescribed by Virtual Vision.
4. If otherwise is not explicitly agreed, then the other party must pay the full amount in advance. If the agreement is concluded at the location of Virtual Vision and the delivery takes place immediately, the payment must be made in cash before Virtual Vision must provide the products.
5. In the event of an advance payment within the meaning of the preceding subsection, Virtual Vision is not compelled to deliver products prior with receiving the full payment in advance.
6. The invoices must be paid by bank transfer within the period stated on the invoice in the manner prescribed on the invoice by Virtual Vision.
7. If the other party liquidates its business or transfers it to a third party, is declared bankrupt, requested a suspension of payment, if any claim is made on his goods or if the other party can no longer freely dispose of its assets, then the claims on the other party are immediately payable.
8. If the payment is not made in time, the other party will be legally in default. From the day that the purchaser is in default, the other party must pay an interest of 2% per month on the outstanding amount, whereby a part of a month is regarded as a full month.
9. All reasonable costs, such as legal, extra-judicial and execution costs incurred in order to obtain the sums owed by the other party on the basis of the agreement are payable by the other party.

ARTICLE 13. | LIABILITY AND INDEMNIFICATION

1. Except in the event of intentional or conscious recklessness of Virtual Vision, and except that stated in article 5 and 6, Virtual Vision is no longer liable for defects in that delivered or supplied.
2. The other party bears the damage caused by inaccuracies or incompleteness of the details provided by the other party, this explicitly includes details with regard to the delivery address. The other party is also responsible for the damage caused by the shortcoming in the compliance with the obligations of the other party resulting from the law or the agreement, as well as other circumstances that cannot be attributed to Virtual Vision.
3. Virtual Vision is never liable for consequential damage, including personal injury, loss of profit, loss and damage suffered as a result of a business interruption. Virtual Vision is also never liable for damage resulting from loss or damage of any data documented by the other party on the material data carriers delivered by Virtual Vision.
4. If, despite that stated in these general terms and conditions, Virtual Vision should be liable for any damage, then Virtual Vision is always authorised to repair this damage. The other party must provide Virtual Vision the opportunity thereto; failure to do so will result in the cancellation of any liability of Virtual Vision.
5. The liability of Virtual Vision is limited to no more than the invoiced amount of the agreement, at least for that part of the agreement to which the liability of Virtual Vision relates. In the event of damage for which Virtual Vision is liable despite that stated in the remainder of the general terms and conditions and which is excessive in comparison to the invoiced value of the agreement, its liability will never exceed the amount that is actually paid out under those circumstances on the basis of the liability insurance concluded by Virtual Vision, plus any own risk of Virtual Vision as it applies to that insurance.
6. In deviation of the statutory validity period, the validity period of all the legal claims in respect of Virtual Vision is limited to one year.
7. The other party and in particular the reseller of the products indemnifies Virtual Vision against any claims of third parties that suffer damages in relation to the performance of the agreement and the cause of which cannot be attributed to Virtual Vision. If Virtual Vision were to be held liable for damages by third parties, then the other party must assist Virtual Vision in extrajudicial and judicial proceedings and must immediately do everything that may reasonably be expected of him in such an event. Should the other party be in default in taking adequate measures, Virtual Vision is entitled, without a notice of default, to do so himself. All the costs incurred and damaged suffered by Virtual Vision and third parties as a result thereof are for the full account and risk of the other party.
8. The limitations of the liability included in these general terms and conditions do not apply when the damage can be attributed to intent or conscious recklessness of Virtual Vision or its managing subordinates.

ARTICLE 14. | RETENTION OF TITLE

1. All the products remain the property of Virtual Vision until the other party has complied with all its payment obligations in respect of Virtual Vision with regard to the order in question.
2. Notwithstanding insofar as this is not reasonably permissible in view of his normal business operations, the other party is not permitted to sell, pawn or in any way mortgage the goods that are subject to a retention of title.

3. The other party must keep the products delivered under retention of title with due care and clearly mark them as property of Virtual Vision. These products must be and remain sufficiently insured against fire, explosion and water damage and theft. The other party will make the policy of this insurance available upon first request to Virtual Vision.
4. If third parties impound products under retention of title, or wishes to claim these or have these imposed, then the other party is obliged to inform Virtual Vision thereof as soon as possible.
5. In the event of a sale and/or delivery by the other party to third parties as part of its normal business conduct, as well upon violation of that stated in this article, then the sum payable by the other party under the agreement is immediately payable in full.
6. The other party will give Virtual Vision or a third party appointed by Virtual Vision his unconditional permission to enter all those places where the products under retention of title are located. The other party must provide Virtual Vision with all information upon first request to enable Virtual Vision to exercise its property rights, subject to an immediately payable penalty of EUR 500 per day that the other party is in default and without Virtual Vision having to declare the other party in default. All the reasonable costs made in respect of the exercising of property rights of Virtual Vision are payable by the other party.

ARTICLE 15. | INTELLECTUAL PROPERTY

1. Insofar as these rights aren't legally held by third parties, Virtual Vision retains all intellectual property rights with regard to the products it has assembled and the texts stated on the website(s) of Virtual Vision, images and any other content. The other party is forbidden to multiply, copy, reproduce, publish or spread these goods, or to use them in any way other than that resulting from the nature and intent of the agreement, any reseller activities of the other party or the normal use of the web shop or website(s) of Virtual Vision.
2. A violation attributable to the other party of that stated in the preceding subsection entitles Virtual Vision to immediately dissolve the violation and to claim a payment of damages determined on the basis of the nature and scope of the violation.

ARTICLE 16. | FINAL PROVISIONS

1. Each agreement and any resulting legal relations between the parties are exclusively subject to Dutch law.
2. The parties will try to resolve disputes between themselves. Any dispute that cannot be resolved by the parties will be brought before the courts.
3. Any legal disputes can only be settled by the competent court within the district of the town or city where Virtual Vision has its registered office.
4. If these general terms and conditions are available in multiple languages, the Dutch language version of these general terms and conditions are always leading for the explanation of the clauses contained therein.
5. The last filed version of these general terms and conditions or the version that applied upon concluding the agreement is the applicable version.