

Article 1. Definitions

The following definitions shall be used in these general terms and conditions:

- Okido: trade name of Okido Horeca B.V., with its registered office at Uranus 8, 8448 CR Heerenveen and listed with the Chamber of Commerce under registration number 01110298.
- Website: the website of Okido, available via www.okidobv.nl.
- Customer: the legal entity that enters into an Agreement with Okido and/or has registered on the Website.
- Agreement: any agreement between Okido and the Customer, of which the general conditions form an integral part.

Article 2. Applicability

- These general delivery and payment conditions have been filed with the Chamber of Commerce on 1 December 2018 and come into effect from that date.
- These general conditions are applicable to all offers, quotations, agreements and deliveries made, entered into or carried out by Okido.
- If the Customer in its order, confirmation or notice of acceptance includes provisions or conditions that deviate from or do not appear in these general conditions, these are only binding on Okido if and insofar as Okido has explicitly accepted these in writing.

Article 3. Prices and information

- All prices on the Website, in catalogues, folders, price lists and appendices are quoted exclusive of VAT.
- Shipping costs will be charged to the Customer, unless otherwise stated. These costs are stated separately in the ordering process. Various degrees of shipping costs may be charged, depending entirely on the type of product, volume and distance.
- The contents of the Website, catalogues, folders, price lists and appendices have been compiled with the greatest care. However, Okido cannot guarantee that all information on the Website, catalogues, folders, price lists and appendices is correct and complete at all times. All prices and other information on the Website and in catalogues, folders, price lists and appendices are therefore subject to obvious programming and typing errors.
- Okido cannot be held liable for (colour) deviations as a result of screen quality.

Article 4. Conclusion of an Agreement

- The Customer can place an order by telephone, email or via the Website. Okido draws up a quotation or order confirmation based on the order. This confirmation also contains the payment details. The quotation or order confirmation is valid for 30 days.
- The Agreement is concluded at the time of payment by the Customer and compliance with the conditions set by Okido, which may include a down payment (e.g., in case of out of stock items). The Customer can terminate the Agreement as long as the (down) payment has not been made. After receipt of the (down) payment, the order is final.
- If it appears that the Customer has provided incorrect information when entering into the Agreement, Okido has the right to fulfil its obligations only after it has received the correct information.

Article 5. Data entered on Website

- In requesting a quotation, the Customer can enter (personal) data on the Website.
- The Customer is responsible for entering the data on the Website truthfully.
- The Customer acknowledges that the data entered on the Website are used by Okido to send an offer and/or quotation and/or to draw up an Agreement.
- Okido processes the personal data of the Customer in accordance with the privacy statement published on the Website.

Article 6. Execution of Agreement

- If Okido has received the payment, it will send the products as soon as possible.
- Knock down items will be delivered unassembled, unless otherwise indicated by Okido.
- Okido is entitled to make partial deliveries.
- Okido is entitled to engage third parties to perform the obligations arising from the Agreement.
- Products are delivered from Okido's warehouse or retail space, unless otherwise agreed. Products are delivered to the Customer's door, provided the door is on the ground floor and is easily accessible to the carrier. Okido is not obliged to deliver products to a higher floor or if the door is insufficiently accessible.
- As soon as the products have been delivered to the specified delivery address, the risk for the products is transferred to the Customer. If the Customer collects the products from the warehouse, the risk passes to the Customer at that time. In addition, the warranty lapses if items are removed from the packaging before transport.
- The Customer is contacted to make an appointment for delivery.
- Specific wishes of the Customer with regard to the transport or shipment will only be accepted if the Customer declares itself willing to bear the extra costs that this specific method of shipment/transport entails.
- Okido advises the Customer to inspect the delivered products and to report any defects within 48 hours, preferably in writing or by email.

Article 7. Intellectual property

- Okido at all times retains ownership of all products produced by Okido or obtained on its behalf, such as drawings, technical descriptions, designs and calculations in the broadest sense of the word.
- Okido retains the copyright of the products mentioned in the first paragraph of this article.
- Okido retains all intellectual property rights to products as mentioned in the first paragraph of this article that are produced during the preparation or execution of the Agreement by or on behalf of Okido.

Article 8. Payment

- Payment is made by deposit or transfer to a bank account designated by Okido. Delivery takes place on the basis of prepayment. Okido requires a deposit of 30% in case items are not available from stock and have to be ordered for the Customer. Payment of the remaining amount shall be made before delivery.
- If the Customer does not pay on time, Okido will send a payment reminder notifying the Customer of the default. If the Customer does not pay within 30 days after receipt of the payment reminder, Okido has the right to collect the amount due without further notice of default. The associated (collection) costs are for the Customer's account and are limited to a maximum of the percentage of the principal permitted by law. Okido also has the right to charge statutory interest from 30 days after receipt of the payment reminder until the moment of payment in full.
- Okido has the right to immediately claim what the Customer owes under the Agreement if a petition is filed for the Customer's bankruptcy or suspension of payment.

Article 9. Withdrawal

- The Customer has the right to terminate the Agreement with Okido within a withdrawal period of 14 working days after receipt of the product. If, after 14 working days after delivery, defects appear that the Customer could or should reasonably have discovered, termination of the Agreement is no longer possible.
- The Customer shall handle the product and its packaging with care within the withdrawal period. The Customer shall only open the packaging and use the product to the extent necessary to check the nature, characteristics and operation of the products. If damage to the product has occurred, Okido can charge the Customer for this damage or refuse the return in its entirety.
- The Customer shall return the product to Okido as soon as possible in case of withdrawal. Returns are entirely at the risk and responsibility of the Customer. Okido accepts no liability for any damage, including theft or loss, to the product or packaging that occurs when the Customer returns the product.
- Amounts already paid (in advance) by the Customer shall be refunded to the Customer as soon as possible, but no later than 30 days after termination of the Agreement.
- The right of withdrawal does not apply to products manufactured by Okido according to specifications of the Customer (customization), to samples, to products purchased from a seller within the retail area and to products that are clearly personal in nature or that by their nature cannot be returned.

Article 10. Guarantee

- Okido guarantees that the delivered products comply with the Agreement, the specifications mentioned in the offer, the reasonable requirements of reliability and/or usefulness and the statutory provisions and/or government regulations existing on the date of conclusion of the Agreement.
- Warranty provisions apply only to the appropriate use of the delivered products.
- The Customer shall behave like a good customer, which means, for example, that the delivered product is properly and adequately maintained and handled judiciously.
- If the delivered product does not comply with the Agreement, the Customer shall notify Okido thereof within 8 working days after receipt of the product.
- If Okido considers the complaint to be well-founded, the relevant products shall be repaired, replaced or reimbursed after consultation with the Customer. The maximum reimbursement is equal to the price paid by the Customer for the product.
- The Customer is not entitled to replacement insofar as the defect can reasonably be repaired.
- Unless explicitly stated in the offer or agreed otherwise in writing or electronically, a one (1) year warranty is granted on the construction of the products.
- Okido does not guarantee products in the following cases:
 - normal wear and tear as a result of daily use
 - natural discolouration
 - injudicious use
 - lack of or improper maintenance
 - delivered products that were not new at the time of delivery or were purchased from the Okido outlet department
 - inspection and repair of products
 - parts for which no manufacturer's warranty has been given
 - installation, assembly, modification or repair by the Customer or by third parties
 - defects or unsuitability of products originating from the Customer
 - defects or unsuitability of materials or tools used by the Customer

Article 11. Liability

- Okido's liability to the Customer for attributable failure in the performance of the Agreement is limited to compensation of a maximum of the amount of the price stipulated for that Agreement (excluding VAT).
- Okido's liability to the Customer for indirect damage, including but explicitly not limited to consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.
- The delivery times communicated by Okido to the Customer are not binding. These are approximations only. Okido accepts no liability to the Customer for loss resulting from late delivery.
- Except for the cases mentioned above in this article, Okido accepts no liability to the Customer for any loss, regardless of the ground on which an action for compensation would be based. Restrictions lapse if and insofar as loss is the result of intent or gross negligence on the part of Okido.
- The liability of Okido to the Customer due to an attributable failure in the performance of an Agreement only arises when the Customer immediately and properly gives Okido written notice of default, providing a reasonable term to remedy the failure, and Okido continues to fail to perform its obligations after that term. The notice of default shall contain an as detailed as possible description of the failure, so that Okido is able to respond adequately.
- A condition for the existence of any right to compensation is always that the Customer reports the damage to Okido in writing as soon as possible, but within 48 hours at the latest, after it has arisen.

Article 12. Force majeure

- In case of force majeure Okido is not obliged to compensate any loss incurred by the Customer. Force majeure is defined as any unforeseeable circumstance that is beyond the control of the parties and independent of them, on the basis of which performance of the agreement can no longer reasonably be claimed by the other party.
- In the event of a situation of force majeure or if one of the parties anticipates such a situation, it shall immediately inform the other party in writing.
- In case of force majeure, Okido is entitled to deliver a part of what has been agreed upon in the Agreement.
- Okido is entitled to suspend performance in case of a temporary situation of force majeure. Okido may suspend the execution of the Agreement until the situation causing force majeure has passed.
- In case of a permanent situation of force majeure, Okido and the Customer can reach agreement on termination of the Agreement and the resulting consequences.

Article 13. Complaints

- Despite Okido's efforts to provide the Customer with the best possible service, the Customer may nevertheless have a complaint about Okido's services or products. Okido therefore advises the Customer to inspect the delivered products immediately after receipt and to report any defects to Okido within a reasonable period of time, but at the latest within 48 hours.
- If the Customer has a complaint about a product and/or other aspects of the services of Okido, the Customer can submit a complaint to Okido by phone, email or post. See the contact details at the bottom of these general conditions or on the Website.

Article 14. Final provisions

- The Agreement is subject to Dutch law. If the Customer is established in another EU country than the Netherlands and the law in that EU country grants the Customer more extensive rights, Okido will respect those rights.
- Insofar as not otherwise prescribed by mandatory rules of law, all disputes that may arise in connection with the Agreement will be submitted to the competent court.
- If any provision of these general conditions proves to be void, such will not affect the validity of the entire general conditions. In that case, the parties will adopt a new provision that reflects the intention of the original provision as much as legally possible.
- In these general conditions, "in writing" shall also be understood to mean communication by email, provided that the identity of the sender and the integrity of the email are sufficiently established.

Contact details

If you have any questions, complaints or remarks after reading these general conditions, please contact us by telephone or in writing.

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