

General terms and conditions

Article 1 - In general

All our offers, price lists and other publications are non-binding, unless otherwise specifically stipulated in writing. These terms are part of every contract or agreement of ours with any buyer, and are applicable to all completed orders under said agreement.

No stipulations, conditions or any other procedure particular to any buyer, can be part of the agreements made with us, and such stipulations, conditions or procedures do not bind us in any way as such, unless we previously accepted these explicitly and in writing. In case of any contraposition of these conditions with those of a buyer, our conditions prevail, unless we have confirmed in writing to the buyer that their conditions will prevail.

Article 2 - Prices

Our sales and deliveries are at current fixed prices. All prices mentioned hold, unless otherwise agreed in writing, excluding sales tax and ex works (from the warehouse in Dalfsen). For packing materials, like cases, crates, containers, pallets and such, which are not meant for once only use, a deposit may be charged. When returned and providing the described packing material is still in good condition, the charged deposit will be credited or settled. We reserve the right to charge all price increases caused by changes in exchange rates, upward thrust by ancillary suppliers, administrative measures by the government, or for any other reason beyond our control, to the buyer. We reserve the right to apply additional charges on our invoices, on account of credit control.

Article 3 - Payments

All net payments of our invoices must be made within 14 days. In case of late payments we are entitled to charge interest on top of the amount of the invoice, or on our eventually unpaid account, of 1.5% per month, while part of a month will be considered as a whole month, with a minimum of € 5,00 monthly. Should a buyer after dun still fail to pay, or should any doubt as to the solvency of the buyer arise, either before or during delivery of the goods, we reserve the right to require extra warrants, as well as suspend further deliveries, until in our opinion sufficient warrants have been given. Failing which and only subject to our judgment, no such warrants are provided, we are entitled to hold further orders or agreements, and/or consider these to be dissolved, without prejudice to our compensation claims. Delay in eventual further deliveries and/or results of above-mentioned actions will be completely charged to the buyer at his own risk. In default of payment by the buyer, the judicial as well as non-judicial costs will be charged to the buyer. The non-judicial cost will amount to 15% of the original amount(s) plus interest, excluding sales tax, with a minimum of € 50,00 excluding sales tax. Should we feel it necessary to file any buyer's petition in bankruptcy, he will further be charged with the cost of such a petition as well. We maintain the right, when the term of payment has been exceeded, to fulfil any future orders only with cash on delivery terms. In case of dispute, EC law will prevail in court.

Article 4 - Ownership

Aside from a buyer's risk, we maintain the right of ownership of any delivered goods, until purchase charges with interests and any extra costs - if any, have been paid in full by the buyer. The same applies if a purchase/invoice amount has been booked in a current account or a credit balance. In such case, our right of ownership will be secured with regard to our claims of the balance, contingently added with interest and costs.

Article 5 - Force majeure

In case of force majeure, meaning a circumstance that is out of our control, nor within reasonable control, and subsequently makes it impossible to deliver any ordered or purchased goods, we will be released from any of our obligations and thus considering the agreement(s) made with the buyer nil and void. In such case, a buyer cannot demand any compensation of damages from us whatsoever. In case of temporary force majeure, we maintain the right to extend time of delivery in accordance with the expected delay of a temporarily suspended delivery because of force majeure. In such eventuality, we will inform the buyer in writing or by phone, of the delay owing to a force majeure. We are not legally bound to buyers and therefore further reserve the right to cancel any orders at any time.

Article 6 - Delivery times

All times of delivery are indicated approximately, and are valid only when all details of any deliveries are known. Delivery of an order may be carried out in part, depending on readiness or availability of goods. In such case, the invoices sent by us together with those separate deliveries are to be paid by the buyer as stated in article 3. Times of delivery will be respected as much as possible, but a buyer does not have the right to refuse any goods, or refuse payment of the purchased amount or compensation when these times are being exceeded.

All complaints concerning delivered goods are to be submitted within 2 days following receipt of the said goods. After this period, no such complaints will be accepted. Goods delivered by us may only be returned following our explicit approval. Returned goods will only be accepted at our door when shipped post-paid. Any complaint does not lift the obligation of payment.

Article 7 - On call

If a buyer requests purchased goods to be delivered according to his own wishes, this does not relieve him from his obligation of payment on due date, and invoices will have to be paid accordingly. Goods not yet delivered, waiting at buyer's request, will be held in our storehouses on the buyer's account and at his own risk, unless otherwise agreed in writing.

Article 8 - Guarantee

We guarantee the good quality of our products, insofar as this guarantee is the warranty given by the manufacturing supplier of the product. We do not give any guarantees other than that which is legally stipulated. If for any reason we should be liable for (product) damage, a buyer will at best have the right to a legal compensation of the damage. We are never liable for indirect or follow-up damages, or for any loss of sales and/or loss of product.

Article 9 - Consignment

If we deliver ordered goods to a client on approval, or on consignment, this client will be held completely responsible for such delivered goods, even when displaying or exhibiting those goods. Any depreciation due to damage or otherwise, to goods delivered on approval or On consignment, will be charged to the client's account.

Article 10 - Applicable law

Only and exclusively the Dutch right is applicable to all our offers, bargains and agreements. All disputes between us and buyers will be exclusively judged by the Civil Judge of the Netherlands. These terms have been registered with the Chamber of Commerce in Zwolle, the Netherlands.

Article 11 - Use of products

Important note!

With regard to all statements in this catalogue, which claim certain effects that may result from the use of advertised products, we hereby expressly point out that these statements or claims of particular effects are in no way scientifically based; rather, these statements and claims are to be understood simply as hints or suggestions for the use of these products in their traditional sense.

Article 12 - Privacy

As mentioned in our privacy and 'cookies' statement, we process personal data. The European General Data Protection Regulation (GDPR, May 25th 2018) provides more and better privacy legislation, as mentioned below.

Right to inspection

As a customer under Dutch law, you have the right to inspect your personal data. You can ask us at any time to inspect the data we have of you. We then have to tell you:

- What personal data we use;
- What the exact content of that data is;
- For what purpose it is used;
- To whom we (possibly) provide your data;
- What the origin of the data is.

You only have the right to inspect your own personal data. A request for inspection is best done in writing or via e-mail. As an organisation, we are obliged to respond to your request for perusal

within 4 weeks in writing or by e-mail.

When you enter a request to view your personal data, we will verify who you are by asking a few questions or by asking to see your identity card.

We can then give a complete overview of the personal data we possess of you. In this overview we will mention for what purpose we use the data, what kind of data we use for that purpose, which organisations receive the data and how we have obtained that data.

It is also possible that we give you copies or print outs of the pieces of information referring to you. In exceptional cases, we can ask you to come personally and view the details in our office.

Right to rectification and amendment

You have the right to have any incorrect personal data changed, or to amend your personal details. We are responsible for ensuring that the personal data we process are accurate. We will update this data when necessary. Also, we will inform third parties that your details have been modified or amended when this is needed.

If you want to correct your data, you must indicate which changes you wish to be made. It is best to ask for a correction in writing, by letter or e-mail.

We, as an organisation, are obliged to respond to your request for correction in writing or by e-mail within 4 weeks. If we elect to correct your data, this must be done as soon as possible. When needed, we will also inform other organisations of the changes.

Before we take your correction request into consideration, we will check whether you are actually the person you say you are.

Right to forgetfulness

The General Data Protection Regulation also provides in the so-called right to forgetfulness.

This right means that an organisation is obliged to erase someone's personal data in a number of cases, when this is requested. The right to forgetfulness applies to the following situations:

- Data are no longer necessary;
- Withdrawal of consent;
- Objection;
- Unlawful processing;
- Lawful retention period has ended.

If you request us to delete your data on the basis of any of the above rights, we will have to do this immediately, but at the latest within one month. If necessary, we will inform third parties that your data have been deleted and that they must do the same. We will also delete your data from digital backup files.

Again, we will always check whether you are actually the person you say you are.

Right to data portability

The right to data portability is the right to transfer personal data. This is a new right that you have in addition to the existing privacy rights. You can use this right when you decide not to be a customer with us anymore and/or start using the services of another organisation.

The data covered by this right consists of digital data only. Paper files are therefore not covered within this law. It concerns digital personal data that we, as an organisation, process with your consent and/or to execute our agreement(s) with you.

We have to provide the data in a form that makes it easy for you to reuse the data and pass it on to another organisation. We are therefore legally obliged to provide the data in a structured, commonly used and machine-readable format.

When requested, we will make this personal data available as quickly as possible, but in any case, within one month.

We do not bear any responsibility for what you do with this personal data after we have provided it to you, nor for the processing of your data by another organisation. Of course, we will transfer this data safely so no data leaks will occur.

This right does not automatically mean that we (have to) destroy your data after the transfer. As long as you are a customer with us, we must continue to process your personal data for the necessary and justified purposes of our organisation.

Right to limit processing

In certain situations, there is the right to limit the use of data. This applies in the following situations:

- Data may be incorrect

Did you indicate to us that we use incorrect personal data? We then may not use this data until we have checked whether the data is correct or not.

- The processing is unlawful

When we are no longer allowed to process certain personal data, but you do not want us to delete the data. For example, because you want to be able to retrieve the data later.

- Data is no longer needed

We no longer need the personal data for the purpose we collected them. But you still need the personal data for a legal claim. For example, a legal procedure in which you are involved.

- The person concerned objects

Do you object to the processing of your personal data? We then must stop processing this data, unless we submit compelling legitimate reasons that outweigh your personal interests, rights and freedoms. As long as it is not clear whether our legal argument outweighs yours, we are not allowed to process the data.

When your personal data are provided to third parties, we will inform them that we have limited the data use and request them to do the same.

Right of objection

You have the right to object to the processing of your personal data. We process your personal data on the grounds of legitimate interest (performing a regular business activity). When you object, we are obliged to stop processing your personal data.

Additional disclaimers

Promise of Salvation

For legal reasons, please mark the following notice:

Any information and services on the Internet pages of Phoenix-import do not in any way intend to give the impression of making a promise of salvation. Just as little can be implied that relief or improvement of a state of illness is guaranteed or is promised as a result of the application of a product.

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Other

Our General terms and conditions may be updated from time to time.

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Mani Bhadra BV - Phoenix Import
De Vesting 14
7722 GA Dalfsen
The Netherlands