

General Terms and Conditions – Tau Audio Solutions BV

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

Offer/Proposal: Any offer made by Tau Audio Solutions BV to enter into an agreement;

Client: A Counterparty that is a natural person acting in the exercise of a profession or business;

Services: All (additional) services and/or (technical) work of any nature performed by Tau Audio Solutions BV;

Goods: The goods to be delivered by Tau Audio Solutions BV to or on behalf of the Counterparty based on the Agreement;

Tau Audio Solutions BV: The private limited company Tau Audio Solutions BV, located in Groningen (Chamber of Commerce number: 50963325), being the user of these Terms;

Agreement: Any agreement between the parties regarding the sale and delivery of goods by Tau Audio Solutions BV to the Counterparty and/or the provision of services by Tau Audio Solutions BV to the Counterparty;

Party (Parties): Tau Audio Solutions BV and the Counterparty, each individually; Written: By letter or electronic message;

Terms: These General Sales and Delivery Terms of Tau Audio Solutions BV;

Counterparty: The natural person(s) and/or legal entity(entities) to whom Tau Audio Solutions BV makes an offer for the delivery of goods and/or the provision of services and/or who enters into an agreement with Tau Audio Solutions BV.

Article 2 – Identity of the Company

Tau Audio Solutions BV

Potklei 10K

9351 VS Leek

+31(0)50-5499090 (Monday to Friday 8:30 AM - 5:00 PM)

info@tau.nl

Chamber of Commerce number: 50963325

VAT number: NL 8230.19.512.B.01

www.tau.nl and www.webshop.tau.nl are trade names used by the Private Limited Company Tau Audio Solutions BV, located in Leek, Chamber of Commerce 50963325 (hereinafter “Tau Audio Solutions BV”). All commercial transactions (goods and services) between Tau Audio Solutions BV and the client are governed by these general terms and conditions.

By placing an order/purchase, the client acknowledges having read and accepted our general terms and conditions. These terms always take precedence over the client's terms, even if the latter state that they apply exclusively.

Tau Audio Solutions BV reserves the right to adjust or amend its general terms and conditions at any time. It is the client's responsibility to regularly review these terms.

Article 3 – Applicability

3.1 These general terms and conditions apply to all offers, proposals, agreements, and deliveries of goods and services by Tau Audio Solutions BV.

3.2 Deviations from these terms are only binding if and insofar as they have been agreed upon in writing.

Article 4 - Offers and Proposals

4.1 All offers and proposals from Tau Audio Solutions BV are non-binding unless explicitly stated otherwise.

4.2 An agreement is concluded at the moment the client accepts an offer or proposal in writing.

Article 5 – Prices

5.1 All prices are exclusive of VAT and other government-imposed charges.

5.2 Prices are based on the cost factors applicable at the time of the offer, such as material prices and wages. Changes in these factors may lead to price adjustments.

5.3 The client waives any right to set off mutual debts. Set-off by the client is not permitted.

Article 6 - Payment

6.1 Payment must be made within 14 days of the invoice date, unless otherwise agreed in writing.

6.2 If the payment term is exceeded, the client is in default by operation of law, and Tau Audio Solutions BV is entitled to charge statutory interest and collection costs.

Article 7 - Delivery

7.1 Delivery takes place Ex Works Tau Audio Solutions BV, unless otherwise agreed.

7.2 Delivery times stated in offers/proposals, confirmations, and/or contracts are given to the best of our knowledge and will be observed as much as possible but are never to be regarded as a strict deadline.

Article 8 - Transport and Risk

8.1 The risk of loss or damage to the products transfers to the client at the time of delivery.

8.2 If Tau Audio Solutions BV arranges transport, the transport costs are borne by the client, unless otherwise agreed.

Article 9 - Retention of Title

9.1 All delivered goods remain the property of Tau Audio Solutions BV until full payment, including any interest and costs, has been made.

9.2 The client is obliged to store the goods delivered under retention of title with due care and as identifiable property of Tau Audio Solutions BV.

9.3 The client is never authorized to encumber, pledge, transfer as security, or give in (temporary) use the goods delivered under retention of title. Nor is the client entitled to make any changes to the goods.

9.4 If the client fails to meet their obligations, Tau Audio Solutions BV is entitled to retrieve the goods belonging to it at the client's expense from where they are located.

Article 10 - Warranty and Complaints

10.1 Tau Audio Solutions BV guarantees that the delivered products meet the usual requirements and standards that can be expected of them.

10.2 Complaints about defects must be reported in writing to Tau Audio Solutions BV within 5 working days of discovery, but no later than 10 working days after delivery.

Article 11 – Liability

11.1 Tau Audio Solutions BV is only liable for direct damage resulting from intent or gross negligence by Tau Audio Solutions BV or its employees.

11.2 The liability of Tau Audio Solutions BV is limited to the amount paid out by the insurer of Tau Audio Solutions BV in the relevant case.

Article 12 - Force Majeure

12.1 Tau Audio Solutions BV is not obliged to fulfill any obligation if it is prevented from doing so by force majeure.

12.2 Force majeure includes all external causes, foreseen or unforeseen, over which Tau Audio Solutions BV has no control.

Article 13 – Disputes

13.1 All legal relationships involving Tau Audio Solutions BV are exclusively governed by Dutch law.

13.2 Disputes will be submitted exclusively to the competent court in the district where Tau Audio Solutions BV is located.

Article 14 - Privacy and Security

14.1 Tau Audio Solutions BV respects the privacy of its clients. Tau Audio Solutions BV handles and processes all personal data provided to it in accordance with applicable legislation, particularly the Personal Data Protection Act. The client consents to this processing. To protect the client's personal data, Tau Audio Solutions BV implements appropriate security measures.

For more information on privacy, please refer to the website of Tau Audio Solutions BV.

Contact Information:

Tau Audio Solutions BV

Potklei 10K

9351 VS Leek

+31(0) 50-5499090

info@tau.nl

For questions or comments about these general terms and conditions, you can contact us via the above contact details.