

1. General

1.1 These terms and conditions are part of every purchase agreement or any other agreement between ROA (Atelier ROA), hereinafter referred to as ROA, and the buyer, where the delivery of goods is an element, unless expressly agreed otherwise in writing.

1.2 The applicability of the buyer's terms and conditions is hereby excluded unless agreed otherwise in writing. In the event of a conflict between these terms and conditions and those used by the buyer, these terms and conditions shall prevail.

2. Offers/Orders

2.1 All offers, in whatever form, are non-binding unless otherwise agreed.

2.2 Orders are only binding for ROA when confirmed in writing by ROA.

2.3 ROA may establish a reasonable minimum order size until delivery.

2.4 Samples, examples, or single-item orders per brand and/or product must always be purchased and paid for. This applies even if the sample or example pertains to a subsequent order, regardless of whether the latter proceeds. These items cannot be returned.

2.5 By placing an order, the customer agrees that small variations in color, texture, and finish are acceptable in our handcrafted products and do not constitute grounds for returns or complaints, unless these variations significantly differ from the product description.

3. Right of Withdrawal, Distance Selling (Consumers Only)

3.1 The consumer is obliged to carefully inspect the products immediately upon receipt. The consumer has the right to exercise a right of withdrawal within fourteen (14) days after delivery of the product in question, without giving any reason. Excluded from this right of withdrawal are personalized products, hygienic products, software or other products whose seal has been broken, or other personalized products.

3.2 The consumer can only exercise the right of withdrawal if the products are complete, undamaged, unused, and returned in their original packaging. The return shipment must be received by ROA no later than the 21st day after delivery of the product in question. The products to be returned must be sufficiently stamped. The risk and proof of return lie with the consumer. The return address is: Bernhardstraat 2b, 5469 AG in Erp.

3.3 If the consumer has exercised the right of withdrawal as mentioned in the previous sections, ROA will ensure a refund within 14 days of the purchase amount paid by the consumer.

4. Prices

4.1 All prices are exclusive of VAT unless otherwise agreed.

4.2 If no specific price has been agreed upon when the agreement is concluded, the price listed in the price list or circular valid at that time will apply.

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4.3 A composite price quote does not obligate ROA to deliver part of the items included in the offer or quotation for a corresponding part of the quoted price.

4.4 Offers and/or quotations do not automatically apply to repeat orders.

5. Price Increases

5.1 ROA is entitled to increase the agreed price of goods yet to be delivered if, after the quotation or after the conclusion of the agreement, the costs of raw materials, auxiliary materials, and exchange rates, expressed in the currency of the agreed price, increase.

6. Delivery/Delivery Times

6.1 The delivery of the goods is made DDP (Delivered Duty Paid) unless it is a small order or otherwise agreed in writing. DDP means no more than that the freight costs are borne by ROA up to the unloading point of the buyer.

6.2 The delivery address must be reasonably accessible for those means of transport generally used for deliveries. The buyer must provide sufficient loading and unloading facilities at the delivery address. For unloading the goods and loading any return shipments, the buyer will provide sufficient personnel and (mechanical) aids free of charge. The buyer will do everything possible to minimize the waiting time between the time of arrival notification at the delivery address and the time at which the unloading of the goods can begin.

6.3 Mere exceeding of the agreed delivery time will not constitute a default by ROA. However, in that case, the buyer will be entitled to demand that delivery still takes place within a reasonable period, failing which, except as provided in Article 12, the buyer will be entitled to unilaterally terminate the agreement by registered letter for the undelivered portion. The buyer does not have this right if he is in default.

6.4 ROA always has the right to deliver goods COD (Cash on Delivery) or to receive advance payment or security in the form desired by him.

6.5 Returns are only permitted if ROA has explicitly given written permission.

6.6 ROA is entitled to deliver and invoice orders in parts unless otherwise agreed in writing.

6.7 The buyer must inform ROA fully and accurately about the scope of the work to be performed. If it turns out that the information was not complete or was incorrect, resulting in additional costs for ROA, these costs, including labor hours (€55.00 per hour excluding VAT), additional material costs, and transport costs, will be charged to the buyer by ROA.

7. Samples or Models

7.1 If a sample or model has been shown or provided to the buyer, it is presumed to have been supplied only as an indication without the need for the goods to conform to it, unless it is expressly agreed that the goods will conform to it. The offered and displayed products are depicted and described as accurately and truthfully as can reasonably be expected.

7.2 If the buyer expressly requests the shipment of samples, these must always be paid for, including any shipping costs.

7.3 Specially requested samples must always be purchased and paid for if the order is not placed or does not proceed. See also Article 2, Section 4.

8. Payments

8.1 Payment must be made within 14 days of the invoice date. For consumers, production will start after full payment of the invoice amount. For ambassadors and dealers, 50% of the invoice amount must be paid before the start of production, and the remaining 50% must be paid no later than 1 day before the delivery date of the pots and/or columns. Shipment will only take place when the full invoice amount has been paid by both consumer and business.

8.2 Any disputes between the buyer and ROA regarding quality or other complaints submitted by the buyer do not entitle the buyer to suspend payment.

8.3 In the event of late payment, the buyer is liable for statutory interest and must reimburse all extrajudicial costs incurred by ROA to collect outstanding invoices, with a minimum of 15% of the overdue amount plus any accrued interest, or, if higher, an amount of €1,500.00.

8.4 ROA reserves the right to allocate any payment received from the buyer to any outstanding claim at its discretion.

9. Retention of Title

9.1 ROA retains ownership of the goods delivered to the buyer under the agreement until the agreed price for these goods and the related work performed or to be performed for the buyer has been fully paid, as well as until the claims arising from the buyer's failure to comply with the agreement have been settled.

9.2 The buyer undertakes not to perform any acts of disposition regarding the items mentioned in Section 1, such as pledging or otherwise storing or handing them over to third parties, unless the buyer has fulfilled his obligations to ROA at that time.

9.3 If the buyer acts in violation of the obligations mentioned in Section 2 above, ROA has the right to remove and take back all goods delivered by it. The buyer is obliged to cooperate fully with ROA in this regard, particularly by granting access to the company or other spaces used by him to ROA and/or persons designated by ROA.

9.4 All goods delivered by ROA, including any designs, sketches, drawings, films, software (electronic) files, etc., remain the property of ROA until the buyer has fulfilled all obligations from all agreements concluded with ROA.

9.5 If third parties seize the goods delivered under retention of title or wish to establish or assert rights on them, the buyer is obliged to inform ROA within three days.

10. Risk Reservation

10.1 The risk of damage and loss of the delivered goods and any resulting damage is transferred to the buyer immediately after delivery.

10.2 All goods delivered by ROA remain the property of ROA until the buyer has paid the purchase price and any other amounts due in full. The buyer is entitled to resell or process these goods in the course of his normal business operations unless ROA indicates in writing that the buyer must immediately make these goods available to ROA.

10.3 At ROA's first request, the buyer undertakes to establish a pledge in favor of ROA as referred to in Article 3:239 of the Dutch Civil Code on claims against third parties arising from the sale of the goods delivered by ROA.

11. Warranty

11.1 ROA guarantees the soundness of the work performed and/or goods delivered by it, provided that ROA, in the event of unsound work or unsound goods delivered, will, for a period of 3 years with the exception of color fastness, after the completion of the work and/or delivery of the unsound goods, re-perform the agreed work and replace or repair the said goods at ROA's discretion.

11.2 Defects resulting from normal wear and tear, improper or incorrect use or maintenance, or changes or repairs made by the buyer himself or by third parties without ROA's consent, and/or materials or methods used at the buyer's request, are not covered by the warranty.

11.3 Warranty claims exist only if the buyer has fulfilled all his obligations towards ROA (both financial and otherwise) timely and completely.

11.4 In the case described in Section 1, the buyer must ensure that ROA can re-perform the originally agreed work without additional costs and/or extra work.

11.5 If the buyer can invoke a warranty provided by the supplier of the delivered goods, that warranty will apply between the parties, provided that the warranty given by ROA can never exceed the scope of these warranties. The warranty provision is without prejudice to the rights and claims granted to the buyer by law.

11.6 These general terms and conditions apply equally to repair or replacement.

12. Liability

12.1 Any liability of ROA for damages, including non-contractual liability, is limited to an amount of twice the net invoice value of the goods delivered late or defectively.

12.2 If the limitations of liability of ROA contained in Article 12.1, or an appeal to them, are not accepted by the court, the liability of ROA is limited to damage to the buyer's property and personal injury.

12.3 ROA is never liable for business damage, including but not limited to loss of turnover, loss of profit, and loss of goodwill.

12.4 The buyer indemnifies ROA against claims from third parties concerning damage related to the goods delivered by ROA or otherwise with the agreement concluded between the buyer and ROA.

12.5 Net invoice value is understood to mean the amount charged for the goods not or defectively delivered, minus packaging costs, before value-added tax, and after deducting discounts.

12.6 ROA is never liable for the consequences of incorrect and/or unprofessional use of the delivered goods. The user must verify themselves whether the products are suitable for the intended application and is responsible for that. ROA is never liable for damage of any kind caused by advice, recommendations, calculations, or other statements given (whether by telephone or otherwise) regarding matters.

12.7 ROA accepts no liability for defects in goods obtained from suppliers or otherwise. Instead, it will transfer and assign to the buyer all claims it can assert in this regard.

13. Force Majeure

13.1 If ROA is unable to meet its delivery obligations due to a cause not attributable to it (force majeure), ROA will be entitled to postpone the delivery of the goods until the situation of force majeure has ended, without being in default.

13.2 If the force majeure lasts longer than 45 days, both ROA and the buyer will be entitled, by notifying the other party, to unilaterally terminate the agreement for the unperformed part of it without judicial intervention.

13.3 Force majeure includes, but is not limited to, war, revolution, riots, fire, weather conditions, floods, transport barriers, illness, government measures including import and export measures, crop failure, disruption in the supply or provision of raw materials, energy or business necessities, including non-performance by suppliers from whom ROA obtains such items, strikes, defects in or damage to machinery, and any other disruption in the business of ROA.

13.4 Furthermore, any circumstance beyond the control of ROA, whether foreseeable at the time of the agreement or not, that temporarily or permanently prevents the fulfillment of the agreement or makes it significantly more difficult or costly, shall also be considered as force majeure.

13.5 The provisions above also apply if the circumstances are attributable to ROA's personnel.

14. Termination

14.1 ROA is entitled to unilaterally terminate the agreement and all other ongoing agreements between the parties in whole or in part without judicial intervention and without being liable for any compensation to the buyer, and to take back the delivered goods if:

A. the buyer is in arrears with the payment of the purchase price or any other amount owed to ROA.

B. the buyer is declared bankrupt or applies for suspension of payments.

14.2 In the event of termination of the agreement on the grounds mentioned in the previous clause, any claim that ROA has against the buyer shall become immediately due and payable in full.

14.3 In the event of the buyer's bankruptcy or suspension of payments, ROA is entitled to unilaterally terminate the agreement and all other ongoing agreements between the parties without judicial intervention for the unexecuted part, without being liable for any compensation to the buyer. Article 14.2 applies accordingly.

14.4 The provisions of this article do not affect the right of the terminating party to full compensation for the damages suffered.

15. Miscellaneous Provisions

15.1 All agreements between Atelier ROA and the customer are governed by Dutch law.

15.2 Amendments or additions to these terms and conditions are only valid if agreed upon in writing.

15.3 If one or more provisions of these terms and conditions are null and void or annulled, the remaining provisions shall remain in full force and effect.

15.4 ROA collects and processes the customer's personal data in accordance with applicable privacy legislation.

15.5 The customer has the right to access, correct, or delete their personal data. For questions, complaints, or comments, the customer can contact ROA's customer service at contact@atelierroa.nl.