



AUDIO VISUAL TRIBE

GENERAL TERMS AND CONDITIONS

Established on 08-02-2021.

General Terms and Conditions of Audio Visual Tribe, located at Reeweg Oost 23, 3312 CK, Dordrecht, The Netherlands, registered with the Chamber of Commerce under number 81251246.

Definitions

In these General Terms and Conditions, the following terms are used with the following meaning, unless explicitly stated otherwise.

- General terms and conditions: the general terms and conditions as stated below.
- Audio Visual Tribe: Audio Visual Tribe, registered with the Chamber of Commerce under number 81251246
- Agreement: any agreement concluded between Audio Visual Tribe and the other party.
- Service: all matters that are the subject of the agreement between the other party and Audio Visual Tribe
- Other party: the person who has accepted these general terms and conditions and has purchased the service.

Scope

These General Terms and Conditions apply to every offer, quotation and agreement concluded between Audio Visual Tribe and the other party.

These general terms and conditions also apply to agreements with Audio Visual Tribe, for the performance in which third parties must be involved.

In the event that one or more provisions in the general terms and conditions are invalid or voidable, the other provisions of the general terms and conditions will remain valid.



Quotations

Offers and/or quotations are (preferably) made in writing and/or electronically, unless urgent circumstances make this impossible.

The quotation is valid for the 3 months following the date of the quotation.

If Audio Visual Tribe makes an error in the quotation, the other party cannot hold Audio Visual Tribe to this quotation.

Formation of agreement

The agreement is established through timely acceptance by the other party of the quotation and Audio Visual Tribe.

Duration agreement

The agreement is entered into for the duration agreed in the agreement.

Termination of the agreement

The agreement can be terminated by the other party. Depending on work already performed and in consultation with Audio Visual Tribe, the other party will still have to pay part or all of the agreed price.

Change of agreement

If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation may be affected. Audio Visual Tribe will inform the other party of this as soon as possible.

Audio Visual Tribe will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to Audio Visual Tribe.

Implementation of the agreement

Audio Visual Tribe will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

Audio Visual Tribe has the right to execute the agreement in stages. If it has been agreed that the payment must be made per phases, Audio Visual Tribe is not obliged to carry out the next phase as long as the other party has not paid.

The other party will provide all necessary information to Audio Visual Tribe in a timely manner. In addition, the other party is obliged to provide correct and complete information.

Prices

Prices include VAT and other government levies, unless stated otherwise.

Price change

If Audio Visual Tribe agrees a fixed price with the other party at the conclusion of the agreement, Audio Visual Tribe may increase the price if this has been given with reservation. Audio Visual Tribe may also deviate from the stated price in the event of unspecified or additional work caused by the other party.

If a price increase takes place within three months after the conclusion of the agreement, the other party can dissolve the agreement by means of a written statement.

The other party is entitled to terminate the agreement if the price is increased more than three months after the agreement was concluded.

Delivery

If the agreed service cannot be delivered, Audio Visual Tribe will inform the other party as soon as possible and Audio Visual Tribe will refund any payments within fourteen days at the latest.

Delivery times

The delivery of the end product will take place within a period specified by Audio Visual Tribe. This term is only an indication.

Payment

Payment takes place by means of a transfer to a bank account designated by Audio Visual Tribe within the period stated on the invoice, unless otherwise agreed. Payment can be made before or afterwards. Payment afterwards must be made within 30 days after the invoice date, in a manner to be indicated by Audio Visual Tribe and in the currency in which the invoice is made, unless otherwise agreed.

Collection costs

If the other party is in default or omission in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining settlement out of court will be borne by the other party.

Voucher

A voucher can only be outsourced to Audio Visual Tribe. A voucher is only valid for its validity period. The validity period is stated on the voucher.

Retention of title

All goods delivered by Audio Visual Tribe under the agreement remain the property of Audio Visual Tribe unless otherwise agreed. See also intellectual property.

Suspension

If the other party does not, not fully or not timely fulfill an obligation under the agreement, Audio Visual Tribe has the right to suspend the fulfillment of the corresponding obligation. Audio Visual Tribe reserves the right to claim compensation.

Dissolution

If the other party does not, not fully, not timely or not properly fulfill an obligation under the agreement, Audio Visual Tribe is entitled to dissolve the agreement with immediate effect, unless the shortcoming does not justify the dissolution in view of its minor importance. If Audio Visual Tribe terminates the agreement on the basis of the foregoing grounds, Audio Visual Tribe is not liable for any costs or compensation.

Force of the majority

A shortcoming cannot be attributed to Audio Visual Tribe or the other party, as the shortcoming cannot be attributed to his fault, nor is it for his account by law, legal act or generally accepted beliefs. In this case, the parties are also not obliged to fulfill the obligations arising from the agreement.

Guarantees

Audio Visual Tribe guarantees that the delivered goods comply with the agreement. The warranty stated in these general terms and conditions applies to use within and outside the Netherlands.

Liability

Audio Visual Tribe is only liable for direct damage caused by deliberate recklessness or intent on the part of Audio Visual Tribe up to the total value of the agreement. Audio Visual Tribe is never liable for indirect damage. This is damage that is not caused by deliberate recklessness or intent on the part of Audio Visual Tribe.

Disclaimer

The other party indemnifies Audio Visual Tribe against any claims from third parties who suffer damage in connection with the performance of the agreement and which is attributable to the other party.

Limitation period

Contrary to the statutory limitation periods, a limitation period of one year applies to all claims against Audio Visual Tribe and third parties (if any) engaged by Audio Visual Tribe.

Intellectual property

Audio Visual Tribe reserves the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations.

Privacy

Audio Visual Tribe will keep the data and information that the other party provides to Audio Visual Tribe carefully and confidentially. For the privacy policy of Audio Visual Tribe, see the privacy statement.