



Pit Pure Power

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General Terms and Conditions Pit Pure Power
Registered as Eenmanszaak, Chamber of Commerce Utrecht, 68223609

3 June 2018

Article 1. General

1. These General Terms and Conditions shall be applicable to any and all offers, quotations and the Agreement between Pit Pure Power and Contracting party, insofar as the parties do not explicitly and in writing deviate from these General Terms and Conditions.
2. The applicability of any purchasing terms and conditions and/or any other terms and conditions of Contracting party is expressly denied.
3. Should one or more conditions of these General Terms and Conditions be entirely or partially annulled or declared void by the court at any time, this shall not affect the validity of any other conditions.

Article 2. Quotations and offers

1. All prices shall be in euro exclusive of VAT and other government levies as well as any other costs that may be incurred within the framework of the Agreement such as travel and other expenses and costs
2. Pit Pure Power shall be entitled to carry out the Agreement in various parts and to separately invoice the thus executed part
3. Offers and quotations shall not automatically apply to future orders.





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Article 3. Alteration of the assignment

1. Changes in the Agreement by Contracting party that could not have been foreseen by Pit Pure Power and that entail additional work, shall be charged by Pit Pure Power to Contracting party pursuant the rate agreed in the Agreement
2. Contracting party shall timely inform Pit Pure Power in writing of any changes in the execution of the Agreement requested at a later time by Contracting party after granting the assignment. Any amendment of and/or addition to the Agreement shall only be valid if accepted by both Pit Pure Power and Contracting party (preferably in writing).
3. Changes made in an assignment that has already come into effect, may result in the fact that the originally agreed delivery time shall be exceeded by Pit Pure Power.

Article 4. Termination

1. In the event that one of the parties becomes bankrupt, requests suspension of payment or ceases its activities, the other party shall have the right to prematurely terminate the Agreement without any requirement to observe a term of notice.
2. In the event of premature termination by Pit Pure Power, Contracting party shall be entitled to the cooperation of Pit Pure Power concerning the transfer of activities to be carried out, to any third parties. When the transfer of the activities incurs additional costs to Pit Pure Power, Contracting party shall be charged for any such costs.
3. Pit Pure Power shall be authorized to suspend the fulfilment of his/her obligations or to terminate the Agreement, if
 - a. Contracting party does not, not completely or not timely fulfil the obligations from the Agreement
 - b. Pit Pure Power has good grounds to fear that Contracting party will fail in the fulfilment of such obligations;

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Article 5. Terms of payment

1. Payment shall be effected within fourteen days from invoice date in a manner to be indicated by Pit Pure Power in euro unless expressly agreed otherwise.
2. If Contracting party fails to pay an invoice within 30 days, he/she shall legally be in default
3. As from the time that Contracting party is in default, Contracting party shall also be held to reimburse all (extra)judicial costs and enforcement costs to be made relating to the collection of the amounts invoiced. The ex- trajudicial costs are set at 15% (fifteen percent) of the principal with a minimum of 40 euro (forty euro) excluding vat, unless stipulated otherwise by law.

Article 6. Liability

1. Pit Pure Power shall not be liable for any damages of whatever nature that have arisen from the fact that Pit Pure Power has based himself on incorrect and/or incomplete data supplied by Contracting party.
2. Should Pit Pure Power be liable for any damages whatsoever, the liability of Contractor shall be limited to the invoice amount, at least to that part of the amount to which the liability is related.
3. Pit Pure Power shall exclusively be liable for direct damages.
4. Pit Pure Power shall never be liable for indirect damages, including consequential damage, loss of profit, missed savings and damage through work stagnation.
5. Any claims of Contracting party to Pit Pure Power shall lapse after a period of 1 (one) year after completing the assignment.

Article 7. Applicable law

1. All Agreements between Pit Pure Power and Contracting party shall exclusively be governed by the law of the Netherlands.