

Hardware Terms

Article 1: Delivery

1. Limis will deliver to Client hardware sold on a location to be designated by Client in the Netherlands. Delivery of hardware will be made at the agreed place of delivery against rates and charge for delivery as agreed in the order confirmation or agreement.
2. All hardware supplied to Client remain property of Limis, until all amounts due under the order confirmation or agreement delivered or to be delivered hardware, which includes interest and collection costs, fully are paid to Limis.
3. Client proceeds with by then released packages by Limis delivered goods in a manner consistent with the applicable governmental regulations. Client shall indemnify Limis claims by third parties for failure to comply with such requirements.

Article 2: Hardware Installation

1. Client may choose to install the hardware itself or to have it installed by Limis.
2. If it is agreed that the installation of the Client Software will be made by Client itself, the installation takes places at cost and risk for Client.
3. If hardware is installed by Limis, Client shall provide an appropriate installation site with all necessary facilities for the installation of the hardware.
4. Client grants Limis to implement the necessary work access to the installation site during the normal Limis business hours.
5. The hardware shall be considered to be accepted at the date of delivery or on the date of installation by Limis.

Article 3: Risk

1. The risk of loss or damage to the hardware described in the order confirmation or agreement, is on Client at the time the hardware is delivered at the actual disposal of Client or an assistant used by Client. The shipping of the hardware shall at all times be at cost and risk of sender.

Article 4: Hardware suppliers

1. If and as far Limis delivers hardware from third parties to Client, on that hardware the conditions of those are applicable. Also are applicable the terms of this and other applicable requirements of Limis if not deviate from the terms of the aforementioned third. Client accepts the mentioned terms of third parties. These terms are available for inspection at Limis and Limis will send them at request.
2. Limis guarantees after delivery the manufacturing warranty for the soundness of the delivered goods and the appropriate materials provided the goods are used in a normal, careful manner in accordance with the rules and purpose for which they are manufactured.
3. When installing parts warranty is only given if and provided that Client can demonstrate that judicious and expert use has been made of the parts, and that any defects are not caused by incompetent or improper use.
4. The warranty obligation is limited to repairing or replacing of the hardware. The warranty obligation is the same warranty as the original delivery or effort, until the end of the original applicable warranty period.
5. If and provided in paragraph 1 of this Article mentioned terms of third parties in the relationship between Client and Limis for any reason therefore are not applicable or not to be extended, the clauses in these Hardware Terms are applicable.

6. Services and costs of repair inside and outside the framework of warranty, which are not covered by the supplier on hardware, are charged by Limis according the usual rates.
7. Client loses all rights and powers it had under defective, if Client has filed a complaint and/or if Client did not offer Limis an opportunity to repair the defects within the warranty period under the terms of the supplier.
8. In the Client's legitimate complaint Limis may choose from articles or parts thereof, to which the complaint relates, has to replace or to reimburse Client. Other claims, particularly in damages, are excluded.
9. Complaints can never put off Client's payment obligations.

Article 5: Returned goods

1. Items can only be returned by Client to Limis if Limis has agreed with it and the shipment method in writing. Items should be sent free. The risk of goods returned remains with Client until the items are credited by Limis.
2. Limis is entitled to impose conditions on returns. In addition, Limis can charge Client costs arising from returns.
3. In particular, in any case receipt of returns does not imply any recognition from Limis of the Client stated ground for return.

Article 6: Service Hardware

1. Service will be granted only under the conditions of supplier. These terms and conditions are available for inspection at Limis and can be sent at the request of Client.
2. Limis is only responsible for the service obligation with supplier agreed with Limis. Limis can pass all costs made under service to Client.
3. If Limis in urgent cases performs activities requested by Client on the location of Client, Limis is entitled to charge the related costs at the then prevailing rate of Limis.