



Restraint Systems Europe; registered in the Netherlands, Chamber of Commerce number 74974025.

Article 1. Definitions

1. In these general terms and conditions, the following terms are used in the following sense, unless expressly stated otherwise:
2. Customer: the company or person with whom Restraint Systems Europe has entered into an agreement.
4. Seller: the supplier of products to Buyer, hereinafter referred to as: Restraint Systems Europe.
5. Offer: any written offer to Purchaser to have Products delivered by Restraint Systems Europe.
6. Products: all technical aids and coercive and safety articles in the broadest sense of the word.
7. Agreement: the (purchase) agreement for the sale and delivery of products purchased by the Buyer are from Restraint Systems Europe.

Article 2. Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Restraint Systems Europe.
2. Only the general terms and conditions of Restraint Systems Europe apply. Buyer's general terms and conditions are expressly rejected.
3. Deviation from these general terms and conditions is in principle not possible. In exceptional situations, it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with Restraint Systems Europe.
4. These general terms and conditions also apply to additional, amended and follow-up agreements with Copper.
5. If one or more provisions of these general terms and conditions are partially or completely null and void or are annulled, the other provisions of these general terms and conditions shall remain in force, and the null and void/nullified provision(s) shall be replaced by a provision with the same purport as the original provision.
6. Uncertainties about the content, interpretation or situations not regulated in these general terms and conditions must be assessed and interpreted in the spirit of these general terms and conditions.

Article 3. Offer

1. All offers made by Restraint Systems Europe are without obligation, unless expressly stated otherwise in writing. If the offer is limited or valid under specific conditions, this shall be explicitly stated in the offer. An offer shall not be considered an offer until it has been laid down in writing.
2. Restraint Systems Europe has the right at all times to refuse an agreement with a potential Purchaser for a valid reason for Restraint Systems Europe.
3. The offer contains as complete and accurate a description as possible of the devices, products and/or services offered. This is sufficiently detailed to enable the Buyer to make a proper assessment of the offer. The images used by Restraint Systems Europe are for illustration purposes only and Buyer cannot derive any rights from these images.
4. Delivery times in quotations from Restraint Systems Europe are indicative and, if exceeded, do not entitle the Buyer to dissolution or compensation, unless expressly agreed otherwise.
5. A composite quotation shall not oblige Restraint Systems Europe to deliver any part of the items included in the offer or quotation for a corresponding part of the quoted price.
6. Offers or special offers do not automatically apply to repeat orders. Offers and quotations are only valid until stocks last, and according to the 'on-is-on-principle'.

Article 4. Realisation of the agreement

1. The agreement comes into effect when Buyer has accepted an Offer from Restraint Systems Europe and Restraint Systems Europe has confirmed this acceptance in writing.
2. If the acceptance deviates (on minor points) from the offer included in the quotation or invoice, Restraint Systems Europe shall not be bound by it. Purchaser must pay the entire quotation or invoice, unless Purchaser can prove that it has been agreed otherwise.
3. Restraint Systems Europe is not bound by an Offer if Buyer could reasonably have expected or should have expected or should have understood that the Offer contains an obvious mistake or error. Buyer shall not derive any rights from such mistake or error.
4. The right of withdrawal is excluded.

Article 5. Implementation of the Agreement

1. Restraint Systems Europe shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and to the extent required for the proper execution of the agreement, Restraint Systems Europe has the right to have certain work carried out by third parties at its own discretion.

3. Buyer shall ensure that all information which Restraint Systems Europe indicates is necessary or which the buyer should reasonably understand is necessary for the execution of the agreement is provided to Restraint Systems Europe in a timely manner. If the information necessary for the execution of the agreement is not provided to Restraint Systems Europe on time, Restraint Systems Europe has the right to suspend the execution of the agreement and/or to charge Buyer for the additional costs resulting from the delay at the usual rates.
4. Restraint Systems Europe may require Buyer to provide security or full payment in advance prior to execution of the agreement.
5. Restraint Systems Europe is not liable for damage of any kind caused by the fact that Restraint Systems Europe has relied on incorrect and/or incomplete information provided by the buyer, unless this incorrectness or incompleteness was known to Restraint Systems Europe.
6. Buyer indemnifies Restraint Systems Europe against any claims from third parties, who suffer damage in connection with the execution of the agreement and which can be attributed to Buyer.
7. If and insofar as Restraint Systems Europe, for whatever reason, cannot deliver the order placed by Buyer, Buyer is only entitled to receive the wholesale value of the products.

Article 6. Delivery

1. In principle, delivery shall be made from Restraint Systems Europe's warehouse and shall be at the Buyer's expense. Buyer must pay the shipping costs.
2. If the goods are delivered by an external carrier, the costs shall also be borne by the Purchaser, unless expressly agreed otherwise in writing.
3. Shipping costs calculated in advance on a quotation from Restraint Systems Europe are always an estimate. Buyer cannot derive any rights from such an estimate.
4. If the start, progress or delivery of the services is delayed because, for example, Buyer has not provided all requested information or has not provided all requested information on time, does not cooperate sufficiently, payment is not received on time by Restraint Systems Europe or there is any delay due to other circumstances beyond the control of Restraint Systems Europe, Restraint Systems Europe is entitled to a reasonable extension of the delivery period. All agreed delivery periods are never strict deadlines. Purchaser must give Restraint Systems Europe written notice of default and give it a reasonable period to still be able to deliver. Buyer is not entitled to any compensation due to the delay.
5. The buyer is obliged to take delivery of the goods at the time they are made available to him in accordance with the agreement, even if they are offered to him earlier or later than agreed.
6. If Purchaser refuses to take delivery or fails to provide information or instructions necessary for delivery, Restraint Systems Europe is entitled to store the goods at Purchaser's expense and risk.
7. Insofar as it is agreed that delivery and placement in the premises of the Purchaser must take place, this shall be entirely at the risk of the Purchaser, regardless of what has been agreed for the calculation of the delivery costs.
8. If Restraint Systems Europe requires information from Buyer in connection with the execution of the agreement, the delivery period commences after Buyer has made this information available to Restraint Systems Europe.
9. If Restraint Systems Europe has indicated a delivery period, this is always indicative.
10. The molecular risk is always borne by Buyer.
11. Restraint Systems Europe is entitled to deliver the goods in parts, unless this has been deviated from by agreement or the partial delivery does not have an independent value. Restraint Systems Europe is entitled to invoice the delivered goods separately.
12. Deliveries shall only be made if all invoices have been paid, unless explicitly agreed otherwise.
13. Restraint Systems Europe reserves the right to refuse delivery if there is a fear of non-payment.

Article 7. Investigation, complaints

1. The Buyer shall be obliged to examine the delivered goods (or have them examined) at the time of delivery, but in any event within 7 days of receipt of the delivered goods, but only to unpack or use them to the extent necessary to assess the product. In doing so, the buyer should examine whether the quality and quantity of the delivered goods are in accordance with the agreement and the products meet the requirements that apply to them in normal (commercial) traffic.
2. The Buyer is obliged to examine how the product is to be used and to test the product in accordance with the instructions for use. Restraint Systems Europe acknowledges no liability for any misuse of the product by Buyer, nor for any incorrect advice given by Buyer to Buyer's customers.
3. Any visible defects or deficiencies must be reported in writing to Restraint Systems Europe within 48 hours of delivery at sales@rs-europe.com stating the invoice number. Non-visible defects or shortages must be reported within 24 hours of discovery, but no later than one week after delivery. If the product is damaged due to careless handling by Buyer himself, Buyer is liable for any decrease in value of the product.
4. The Buyer is obliged to take delivery of and pay for the purchased goods. If Purchaser wishes to return defective goods, this shall only be done with the prior written consent of Restraint Systems Europe in the manner indicated by Restraint Systems Europe.
5. Buyer is not entitled to a refund of monies already paid. Buyer can receive a replacement product or a credit to spend with Restraint Systems Europe.
6. If Buyer exercises his right to complain, he has no right to suspend his payment obligation or to settle outstanding invoices.
7. In the absence of full delivery and/or if one or more products are missing, and this is attributable to Restraint Systems Europe, Restraint Systems Europe shall, upon request from Buyer, either pursue the missing product(s) or cancel the remaining order. The confirmation of receipt of the products shall be leading in this regard. Any damage suffered by Buyer as a result of the different scope of delivery cannot be recovered from Restraint Systems Europe.
8. No complaint is possible if Buyer had wrong or different expectations of the product in question.
9. In the case of custom work, cancellation is only possible after express consultation and prior written consent from Restraint Systems Europe. This is never possible after 30 days.

Article 8. Prices

1. The prices stated in the offer are exclusive of VAT and other government levies as well as shipping and possible transport and packaging costs, unless explicitly stated otherwise.
3. The prices stated in the offer are based on the cost factors applicable at the time the agreement was concluded, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes. Any advantageous and disadvantageous differences at the time of arrival or delivery shall be for the benefit or at the expense of the Buyer respectively.
4. Three months after the conclusion of the agreement, price increases may be applied by Restraint Systems Europe at its own discretion. If price increases take place within these three months, this can only be the result of a statutory regulation.

Article 9. Payment and collection policy

1. If payment is made on the basis of an invoice, payment must be made in full within a maximum payment term of 14 days. Objections to the amount of the invoices must be reported within 5 days of the invoice date. Any objections do not suspend the payment obligation.
2. The Buyer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have explicitly agreed otherwise.
3. Buyer must pay these costs in one instalment to the account number and details of Restraint Systems Europe notified to him. Except in special circumstances, Buyer can only make payment arrangements based on credit after explicit and written permission from Restraint Systems Europe.
4. In case of liquidation, bankruptcy, seizure or suspension of payment of Buyer, the claims of Restraint Systems Europe against Buyer are immediately due and payable.
5. If Purchaser does not fulfil his/her payment obligation, Purchaser is in default.
6. From the date that Buyer is in default, Restraint Systems Europe shall, without further notice of default being required, claim statutory (commercial) interest from the first day of default until full payment and reimbursement of the extrajudicial costs in accordance with Section 6:96 of the Dutch Civil Code, to be calculated in accordance with the graduated scale from the decree on compensation for extrajudicial collection costs of 1 July 2012.

Article 10. Retention of title

1. All goods delivered by Restraint Systems Europe shall remain the property of Restraint Systems Europe until Buyer has complied with all subsequent obligations under all agreements concluded with Restraint Systems Europe.
2. Buyer is not authorized to pledge or otherwise encumber the goods subject to retention of title.
3. If third parties seize goods delivered subject to retention of title or wish to establish or assert rights to them, Buyer is obliged to inform Restraint Systems Europe as soon as can reasonably be expected.
4. Buyer undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage, as well as against theft, and to make this insurance policy available for inspection upon first request.
5. In the event that Restraint Systems Europe wishes to exercise its proprietary rights indicated in this article, the buyer hereby grants unconditional and irrevocable permission to Restraint Systems Europe or third parties to be appointed by Restraint Systems Europe to enter all places where Restraint Systems Europe's property is located and to take back the goods.
6. Restraint Systems Europe has the right to retain the product(s) purchased by Buyer if Buyer has not (fully) fulfilled its payment obligations, despite an obligation to transfer or surrender Restraint Systems Europe. After Buyer has fulfilled its obligations, Restraint Systems Europe will deliver the purchased products to Buyer as soon as possible, but no later than 20 working days, unless otherwise agreed.
7. Costs and other (consequential) damage resulting from the retention of the purchased products are at the expense and risk of the Purchaser and will be reimbursed by the Purchaser to Restraint Systems Europe on first request.

Article 11. Warranty

1. Restraint Systems Europe does not guarantee any minor deviations from the agreement in products, the specifications stated in the offer, usability and/or soundness of the products.
2. Any warranties only extend to what is provided by the manufacturer and apply during the specified warranty period which corresponds to the manufacturer's warranty.
3. If the goods to be delivered do not meet these guarantees, Restraint Systems Europe shall replace or repair the goods within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by the Buyer, at Restraint Systems Europe's option. In the event of replacement, Buyer undertakes to return the replaced item to Restraint Systems Europe now and to provide ownership to Restraint Systems Europe.
4. The aforementioned guarantee does not apply when the defect has arisen as a result of injudicious or improper use or when, without written permission from Restraint Systems Europe, Buyer or third parties have made changes or attempted to make changes to the item or have used it for purposes for which the item is not intended or under abnormal circumstances. Damage resulting from using the product without training is entirely at the risk and expense of the Purchaser.
5. Return is only possible if the products are sealed and in new condition. It is solely up to Restraint Systems Europe to assess this. The return costs are at the expense of the Purchaser.
6. If the guarantee provided by Restraint Systems Europe concerns a product manufactured by a third party, the guarantee is limited to the guarantee provided by the manufacturer of the product.
7. In the event of resale, the warranty will lapse.

Article 12. Suspension and dissolution

1. Restraint Systems Europe is authorised to suspend fulfilment of the obligations or to dissolve the agreement if the Purchaser does not fulfil or does not fully fulfil the (payment) obligations under the agreement.
2. In addition, Restraint Systems Europe is authorized to dissolve the existing agreement(s) between itself and the Purchaser without a court order, if the Purchaser fails to fulfil its obligations under any agreement concluded with Restraint Systems Europe on time or properly, as well as in the case of bankruptcy or suspension of payment of the Purchaser or in the case of closure or liquidation of the Purchaser's company.

3. Furthermore, Restraint Systems Europe is authorised to dissolve the agreement without prior notice of default if circumstances arise of such a nature that fulfilment of the agreement is impossible or can no longer be required in accordance with standards of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be reasonably expected.
4. If the agreement is dissolved, Restraint Systems Europe's claims against Buyer shall be immediately due and payable. If Restraint Systems Europe suspends fulfilment of its obligations, it retains its claims under the law and the agreement.
5. Restraint Systems Europe always retains the right to claim damages.

Article 13. Limitation of liability

1. If the performance of an agreement by Restraint Systems Europe results in liability of Restraint Systems Europe towards Buyer or third parties, such liability shall be limited to the costs charged by Restraint Systems Europe in connection with the agreement up to a maximum of once the order value. The liability is in any case limited to the maximum amount of damages paid by the insurance company per event per year.
2. Restraint Systems Europe is not liable for consequential damage, indirect damage, trading loss, loss of profit and/or losses, missed savings, damage due to business stagnation and damage resulting from the use of products supplied by Restraint Systems Europe is excluded.
3. Buyer and/or user is responsible and liable for the installation of Product. Damage as a result of incorrect installation and/or installation and/or use is at the risk and expense of the Purchaser.
4. Restraint Systems Europe is not liable for damage resulting from or improper and improper use of Products.
5. Restraint Systems Europe is not responsible for the correct and complete transmission of the content of and e-mail sent by/on behalf of Restraint Systems Europe, nor for the timely receipt thereof.
6. Restraint Systems Europe is never liable for delays in delivery if the Product has been transferred to an external carrier.
7. All claims by Buyer for shortcomings on the part of Restraint Systems Europe lapse if they have not been reported to Restraint Systems Europe in writing, stating reasons, within six months after Buyer was aware or could reasonably have been aware of the facts on which he bases his claims.

Article 14. Transfer of risk

The risk of loss or damage to the products that are the subject of the agreement shall pass to Buyer the moment the goods leave the warehouse of Restraint Systems Europe. Even if the goods are placed under the control of Buyer and/or third parties, the risk is transferred to Buyer.

Article 15. Force majeure

1. Restraint Systems Europe shall not be liable if, as a result of a force majeure situation, it is unable to meet its obligations under the agreement, nor shall it be obliged to meet any obligation, if it is hindered to do so as a result of a circumstance for which it is not to blame, and for which it is not responsible by virtue of the law, a legal act, or generally accepted views.
2. Force majeure shall in any event include, but shall not be limited to, what is understood in this respect in law and case law, (i) force majeure of suppliers of Restraint Systems Europe, (ii) failure to properly fulfil obligations of suppliers prescribed or recommended by Buyer to Restraint Systems Europe, (iii) defects in goods, equipment, software or materials of third parties, (iv) government measures, (v) power failure, (vi) failure of the Internet, data network and telecommunication facilities (for example by: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in the business of Restraint Systems Europe and (xi) other situations which, in the opinion of Restraint Systems Europe, fall outside its sphere of influence which temporarily or permanently prevent it from fulfilling its obligations.
3. Restraint Systems Europe has the right to invoke force majeure if the circumstance preventing (further) fulfilment occurs after Restraint Systems Europe should have fulfilled its obligation.
4. Parties may suspend their obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement, without any obligation to compensate the other party for damages.
5. For as much Restraint Systems Europe has already partially fulfilled its obligations under the agreement or will be able to fulfil them at the time the force majeure occurs, and the part already fulfilled or to be fulfilled has independent value, Restraint Systems Europe is entitled to invoice the part already fulfilled or to be fulfilled separately. Buyer is obliged to pay this invoice as if it were a separate agreement.

Article 16. Intellectual Property Rights

1. All IP rights and copyrights of Restraint Systems Europe belong exclusively to Restraint Systems Europe and are not transferred to Buyer.
2. Buyer is prohibited from disclosing and/or reproducing, altering, or making available to third parties any documents that are subject to the IP rights and copyrights of Restraint Systems Europe without the express prior written consent of Restraint Systems Europe. If Buyer wishes to make changes to items delivered by Restraint Systems Europe, Restraint Systems Europe must explicitly agree to the intended changes.
3. Buyer is prohibited from using the products on which the intellectual property rights of Restraint Systems Europe rest other than as agreed in the agreement.
4. Restraint Systems Europe is entitled to place photographs of the products placed by the end user on its website and/or social media channels for promotional and/or advertising purposes. Buyer can withdraw his permission at any time, after which the photos will be removed.
5. In the event of violation of this article, the Buyer shall owe an immediately payable penalty of EUR 5,000.00 as well as EUR 500.00 for each day that the violation continues.

Article 17. Confidentiality

1. Restraint Systems Europe and Buyer undertake to maintain the confidentiality of all confidential information obtained in connection with an order. Confidentiality ensues from the assignment or which can reasonably be expected to constitute confidential information.

2. If Restraint Systems Europe is required by law or a court order to provide confidential information to a court of competent jurisdiction or to a third party indicated by law, and Restraint Systems Europe cannot invoke a right to withhold information, Restraint Systems Europe is not liable to pay any compensation and Buyer is not entitled to dissolve the agreement.
3. Restraint Systems Europe and Buyer shall also impose the confidentiality obligation on third parties to be engaged by Restraint Systems Europe and Buyer.
4. In case of violation of this article, Buyer shall be liable to a fine of EUR 5.000,- as well as EUR 500,- for each day that the violation continues.

Article 18. Privacy, data processing and security

1. Restraint Systems Europe treats the (personal) data of the Buyer and Users of the website(s) with care and will only use them in accordance with the privacy statement. If so requested, Restraint Systems Europe will inform the party concerned. Questions about the processing of personal data and further information can be sent by e-mail to sales@rs-europe.com.
2. If Restraint Systems Europe is required by the Agreement to provide security for information, this security shall comply with the agreed specifications and a level of security that is not unreasonable in view of the state of the art, the sensitivity of the information and the associated costs.

Article 19. Complaints

1. If Buyer is not satisfied with the service or products of Restraint Systems Europe or otherwise has complaints about the purchase agreement, Buyer is obliged to report these complaints as soon as possible, but at the latest within 2 weeks after the relevant reason that led to the complaint. Complaints can be reported via sales@rs-europe.com with the subject "complaint".
2. The complaint must be sufficiently substantiated and/or explained by Buyer if Restraint Systems Europe is to be able to deal with the complaint.
3. Restraint Systems Europe will respond to the complaint as soon as possible, but no later than 5 working days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 20. Applicable law

1. Any agreement between Restraint Systems Europe and Buyer shall be governed by Dutch law. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. Restraint Systems Europe may unilaterally amend these general terms and conditions.
3. All disputes arising out of or in connection with the agreement between Restraint Systems Europe and Buyer shall be settled by the competent court of justice in the Northern Netherlands, Location Leeuwarden, unless provisions of mandatory law lead to the jurisdiction of another court.