

General terms and conditions

1. Definitions

These general terms and conditions apply to all the products sold by KAD Audio via the internet domain www.kadaudio.com and use the following definitions, unless expressly indicated otherwise, or determined otherwise by the context:

KAD Audio: the user of these general terms and conditions: KAD Audio, with registered offices at **De Zomereik 41** and **Floralaan 21B** in **Apeldoorn, The Netherlands**, registered with the Chamber of Commerce (KvK, Apeldoorn) with number 75899345 and VAT number NL003032716B71;

Client: the legal entity or natural person which or who has concluded an Agreement with KAD Audio;

Agreement: the Agreement between KAD Audio and the Client;

Product(s): the Product(s) delivered by KAD Audio in the context of the Agreement.

2. Customer Details

a. Privacy

Your personal information during the ordering and payment process is handled through SSL encryption in a secure way and is not shared with third parties.

b. Personal details

You may ask for retrieval of your personal information at any time by e-mail request for inspection. We will respond to your inquiry within 4 weeks. Your request for inspection, removal or modification of your data, can be send to welcome@kadaudio.com.

3. General

These general terms and conditions govern all agreements between KAD Audio and the Client.

Any deviations from these general terms and conditions will only be valid if expressly agreed in writing or by e-mail.

The applicability of any purchase or other conditions of the Client is explicitly rejected.

If these general terms and conditions have governed a legal relationship between KAD Audio and the Client at any time, the Client will be deemed to have accepted the applicability of these general terms and conditions concerning any agreements concluded afterwards, or any agreements that are to be concluded at a later time.

If one or more provisions of these general terms and conditions are found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. If this is the case, KAD Audio has the right to replace this/these provision(s) by a provision which is not unreasonably detrimental to the Client and which is as similar to the void provision as possible.

Insofar as KAD Audio does not require strict compliance with these general terms and conditions, this will not mean that their provisions will not apply, or that KAD Audio will lose its right to require strict observance of the provisions of these general terms and conditions in any other cases.

KAD Audio has the right to amend these general terms and conditions. The Client will be informed of the amended general terms and conditions in writing or by e-mail as of their effective date. The amended general terms and conditions will govern all orders placed by the Client once the amended general terms and conditions have come into effect.

4. Offer and prices

KAD Audio does not warrant or represent:

- the completeness or accuracy of the information published on our website;
- that the material on the website is up to date;
- that the website or any service on the website will remain available.

KAD Audio reserves the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in this disclaimer, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

KAD Audio is not bound to its offer if its publications, messages, or website contain manifest errors. The portfolio and range of products of KAD Audio can be changed at any time.

All offers of KAD Audio are non-binding.

Each quotation is based on information, data, documents, and the like provided by the Client. The Client is responsible for the accuracy and completeness of the requirements and specifications provided to KAD Audio by or on behalf of the Client, and for other information on which KAD Audio bases its quotation.

Listed prices do not apply automatically to future orders.

The listed prices are in Euro and do not include VAT, transport costs, import duties, and possible installation costs, unless otherwise and in writing agreed upon with the Client.

If the Client is a consumer, the Client will be informed of the price including VAT.

KAD Audio has the right to adjust its rates at any time.

5. Payment

a. Payment methods

The available payment-methods are listed below.

- (i) Paypal 1%
- (ii) Credit Card 1%
- (iii) iDeal (free in Europe)

*Please note that the bank costs are on your own expense.

b. Payment safety

If you choose the payment method PayPal, your payment will be arranged through PayPal. The PayPal user agreements can be found via the following webpage: <https://www.paypal.com/ga/webapps/mpp/ua/useragreement-full>. When payment method PayPal Express is selected in the Checkout you also agree to the PayPal user agreement.

c. Invoice

You will receive the invoice of your order by email. The invoice is also your proof of warranty. If the invoice is no longer in your possession, you may request a copy by sending an email to sales@kadaudio.com.

d. VAT outside European union

Orders with a shipping address outside the European Union are charged without VAT. You are required to inform your country's tax authorities about your order and pay local VAT and customer clearance fees.

e. Payment must take place as follows:

100% prior to the delivery. Unless agreed otherwise in writing and signed by both parties. Payment must take place without discount or settlement.

KAD Audio has the right to suspend the delivery until the moment the full price of the order has been paid. KAD Audio cannot be held liable for any damage suffered by the Client due to such suspension.

If the Client does not pay the invoice on time, the Client will be in default, and the statutory (commercial) interest will be charged from the time the payment period has expired until the full amount due has been paid. All judicial and extrajudicial collection costs incurred by KAD Audio to recover the claim will be borne by the Client. The extrajudicial collection costs will be 15% of the principal with a minimum of € 100. If the Client is a consumer, the extrajudicial collection costs will be determined in accordance with the Dutch Act on Collection Costs.

The claims of KAD Audio will be immediately due and payable in case of liquidation, bankruptcy, attachment, or suspension of payments of the Client.

Any payments made by the Client will first be used to settle the interest due, and then to settle the costs involved in the collection. Payments by the Client will only be used to settle the principal due after payment of the above amounts.

Complaints do not suspend the payment obligation of the Client.

6. Conclusion of the Agreement

The Agreement will be concluded at the time the Client places an order with KAD Audio by e-mail or an order form, or at the time the Client expressly accepts the offer of KAD Audio in any other way. Once the Agreement has been concluded, KAD Audio will send the customer an order confirmation by e-mail.

7. Cancellation

The Products are built to order and are handcrafted in the Netherlands. The Products will be manufactured once the order has been placed. This means that KAD Audio does not have Products in stock. As a result, orders can only be cancelled in consultation with and after permission of KAD Audio. If KAD Audio has already incurred costs in the context of the order, KAD Audio will charge these costs to the Client in case of a cancellation.

8. Implementation of the Agreement

KAD Audio will implement the Agreement to the best of its ability and in accordance with the requirements of good workmanship.

KAD Audio has the right to (partially) outsource the implementation of the Agreement to third parties.

9. Obligations of the Client

The Client will ensure that all data designated by KAD Audio as necessary for the implementation of the Agreement, or of which the Client should reasonably understand their necessity, will be made available to KAD Audio on time.

The Client is responsible for the accuracy, completeness, and reliability of the data provided by it, even if these are provided by third parties.

If the information provided by the Client is incomplete and/or incorrect, any consequences will be entirely at the expense and risk of the Client.

The Client must refrain from any behavior which makes it impossible for KAD Audio to implement the Agreement in a proper manner.

The Client is required to use the Product as indicated in the manual, instructions, or the technical specifications.

The Client is required to immediately inform KAD Audio of any facts and circumstances which may be relevant to the implementation of the Agreement.

The Client indemnifies KAD Audio against any claims by third parties which have suffered damage related to the implementation of the Agreement attributable to the Client.

Only the Client will be responsible for observing all statutory and other regulations in effect in the country where the Client is established concerning the possession, transport, storage, resale, and use of the Product in any way.

10. Delivery period

The delivery period can never be considered a deadline. Exceeding the delivery period does not give the Client any right to cancel the order, to claim damages, or to any other form of compensation. If KAD Audio knows or suspects that the delivery cannot take place on time, KAD Audio will inform the Client of this as soon as possible.

The delivery period will take effect at the moment KAD Audio has received the first payment from the Client.

If a delivery period agreed with the Client is exceeded as a result of an event which is beyond the control of KAD Audio and cannot be attributed to it, such as the events set out in Article 15, this period will automatically be extended by the exceeded period resulting from such an event.

11. Delivery

Delivery will take place Ex-Works, unless explicitly and in writing stated differently in the Agreement between the Client and KAD Audio.

The shipping costs are dependent on the destination, weight and the service of choice. Shipping costs are calculated in the checkout phase of the order.

KAD Audio will inform the Client by e-mail if the order is ready and can be retrieved.

In case of Ex-Works delivery, the risk for the Product transfers to the Client at the moment the Products leave the warehouse of KAD Audio. The Client in that case is responsible for the transport of the Products.

The Client is required to accept the Products. If the Client refuses this acceptance, KAD Audio has the right to store the Products at the risk and expense of the Client. If the Client does not accept the Products held by KAD Audio, despite the fact that these have been made available, irrespective whether payment of the amount due has already (partially) taken place, KAD Audio will have the right to sell these for and on behalf of the Client after written summons. The Client will remain responsible for the payment of the invoice amount, plus the interest, costs, and possible compensation, but reduced by the net return of the sale to a third party, if relevant.

12. Installation and Technical Support

If the Client is a consumer, KAD Audio will install the Product at the Client, or have a third party install the Product. The installation costs will be communicated with the Client in advance.

An appointment for the installation work will be made with the Client. If the Client does not grant KAD Audio access to the location where the Products must be installed at the agreed time, KAD Audio will have the right to charge any additional costs it incurs, such as call-out costs and working hours, to the Client.

a. User manuals

Product information leaflets, manuals and other documents can be found on our website www.kadaudio.com at the product pages. They can also be requested by sending an email to welcome@kadaudio.com.

b. Technical questions

If you have technical questions please contact our support department at welcome@kadaudio.com. We are happy to help you.

13. Complaints

The Client is required to immediately inspect the Products upon delivery. The Client must, in particular, inspect:

Whether the correct Products have been delivered;

Whether the correct amount has been delivered;

Whether the Products do not have any visible shortcomings.

The Client must inform KAD Audio by e-mail within 30 days of the delivery if the delivered Products do not correspond to the order, or if the Products contain visible shortcomings. If the Client is a consumer, a complaints period of 2 months will apply.

The Client is required to give KAD Audio the opportunity to assess a complaint.

The Client will bear the risk of transport damage, unless the Client is a consumer.

14. Return and Refund Policy

The Products sold by KAD Audio are built to order and handcrafted by experienced professionals. A trial period of 14 days applies to all orders. This period starts on the day the package is received.

Should you wish to return your order, The Client is asked to:

- include the original invoice.
- return the product undamaged within the trial period of 14 days.
- provide track and trace information to prove that the order is returned within the trial period.
- include all accessories, such as cables and manuals.
- use the original undamaged packaging.

The Client is responsible for proper insurance for the return, if the order is lost on the return the Client is responsible for the loss.

After reception of the returned product in good condition KAD Audio will do one of the following:

- If the shipping address is inside the European Union, we will refund the purchase price, excluding shipping and excluding transaction costs, within 30 days.
- If the shipping address is located outside the European Union, we will refund the purchase price, excluding shipping and excluding transaction and excluding VAT and excluding customs fee costs, within 30 days.

The return address is:
KAD Audio
Floralaan 21B
7321AB Apeldoorn
The Netherlands

After the 14 days trial period the purchase agreement is final and the refund right expires.

15. Warranty

The end user of the Product will have a warranty as set out in the warranty conditions of KAD Audio. These warranty conditions can be found at TBD.

16. Liability and limitation

KAD Audio cannot be held to pay compensation for any damage which is a direct or indirect result of:

An event that is beyond its control and thus cannot be attributed to it, as inter alia defined in Article 15 of these general terms and conditions;

Any act or omission of the Client, its subordinates, or other persons who perform work for or on behalf of the Client.

The Client will always be responsible for the accuracy and completeness of all information it provides. KAD Audio will never be liable for any damage (partially) caused by the inaccuracy and/or incompleteness of data provided by the Client. The Client indemnifies KAD Audio against any claims in this respect.

If the Client or a third party make(s) changes to the Product, KAD Audio excludes any liability with respect to its operation and any (consequential) damage.

KAD Audio is not liable for any damage whatsoever due to wrong or incompetent use of the Products and due to use of the Products in violation of the provided instructions.

KAD Audio will never be liable for indirect damage or consequential damage, including loss of profits, loss of turnover, reputation damage, lost savings, delay damage, transport costs, labour costs, operational damage, stagnation damage, and imposed fines.

If KAD Audio is found to be liable for any damage, this liability will be limited to the amount paid by the insurer of KAD Audio. If the insurer refuses to provide payment, or if the damage is not covered by the insurance, the liability of KAD Audio will be limited to the amount paid by the Client for the Product to which the liability relates, insofar as this does not violate any mandatory legal provision.

Claims and other rights of the Client vis-à-vis KAD Audio on any grounds will always expire 1 year from the moment an event occurs based on which the Client can exercise those rights and/or powers vis-à-vis KAD Audio. If the Client is a consumer, a limitation period of 2 years will apply.

If the Client fails to properly or timely fulfil its contractual or statutory obligations or commits tort vis-à-vis KAD Audio, the Client must pay KAD Audio all damage it suffers or has suffered as a result.

17. Force majeure

KAD Audio is not required to fulfil any obligation based on this Agreement if it is prevented from doing so due to force majeure. Force majeure includes war and the risk of war; terrorism; import and export restrictions; measures taken by government bodies; strikes or work interruptions; epidemics; traffic disruptions; weather influences; natural disasters; transport difficulties; fire; theft; power outage; Internet outage; e-mail traffic disruptions; changes in laws and regulations; and computer hacking by a third party.

Force majeure will also be considered a non-attributable shortcoming of a supplier of KAD Audio or a third party engaged by KAD Audio.

KAD Audio also has the right to rely on force majeure if the circumstances that prevent the (continued) fulfilment of the obligation occur after it should have fulfilled this obligation.

18. Suspension and termination

KAD Audio has the right to immediately suspend the implementation of the Agreement if it becomes aware of circumstances giving substantial grounds to fear that the Client will not fulfil its obligations.

KAD Audio has the right to dissolve the Agreement if the Client fails to (fully) fulfil its obligations arising from the Agreement, and the Client fails to observe a notice of default which gives the Client a reasonable period to fulfil its obligations. A notice of default is not required if fulfilment has become permanently impossible.

KAD Audio also has the right to dissolve the Agreement if circumstances arise that make the implementation of the Agreement impossible, or if its implementation can in all reasonableness and fairness no longer be expected, or if other circumstances arise due to which the unaltered continuation of the Agreement can no longer reasonably be expected.

KAD Audio is entitled to terminate the Agreement if the Client requests or is granted suspension of payments, or if the Client is declared bankrupt or applies for bankruptcy, or if the Client is unable to pay its debts, terminates or liquidates its business, is placed under guardianship, or if an administrator is appointed.

If KAD Audio decides to suspend or dissolve the Agreement, it will be in no way held to pay compensation for any damage and costs arising from this in any way.

If the Agreement is (partially) dissolved, the claims of KAD Audio on the Client will become immediately due and payable. KAD Audio will retain its rights under the law and the Agreement if it suspends the implementation of the Agreement.

KAD Audio will always retain the right to claim damages.

19. Confidentiality

Both parties undertake to observe the confidentiality of all confidential information obtained in the context of the Agreement from each other or another source. Information is confidential if this has been indicated by the other party, or if this follows from the nature of the information. The party receiving confidential information will only use this information for the purpose for which it was provided.

If, pursuant to a statutory provision or a court order, KAD Audio is required to disclose confidential information to a third party designated by law or the designated competent court and KAD Audio cannot invoke a duty of confidentiality, KAD Audio will not be liable for damage or compensation vis-à-vis the Client, and the Client will not be entitled to terminate the Agreement based on any resulting damages.

20. Intellectual property rights

KAD Audio will hold all intellectual property rights, including copyrights, concerning the website, pictures, images, drawings, texts, trademarks, trade names, brand style, and logos, and with respect to any data provided to the Client by KAD Audio.

The Client must always respect the intellectual property rights of KAD Audio.

21. Applicable law and competent court

Any disputes, including interlocutory proceedings, related to and/or arising from this Agreement, these general terms and conditions, or any obligations that arise from these, specifically concerning validity, interpretation, implementation, termination, or dissolution, will be brought exclusively before the court competent in the district of Amsterdam, The Netherlands, where KAD Audio is established, to the exclusion of any other court of law. The consumer can choose a court competent by law within a period of 1 month after KAD Audio has invoked this article in writing.

The applicability of the Vienna Sales Convention is excluded.