

GENERAL TERMS AND CONDITIONS (B2B) – WILSON

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Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Entrepreneur: Cohose B.V., trading under the name 'Wilson'
2. Business Customer: the natural or legal person acting in the exercise of a profession or business who enters into an agreement (at a distance) with the entrepreneur.
3. Agreement: any agreement between the entrepreneur and the business customer for the supply of products and/or services.

Article 2 - Identity of the entrepreneur

Cohose B.V. (Trade name: Wilson)
Heystertbaan 40a
6044XW Roermond, The Netherlands
Telephone: (047) 574-5131
E-mail: info@wilsonwilson.com
CoC number: 14116510
VAT identification number: GB504291516

Article 3 - Applicability

1. These general terms and conditions apply to every offer, every quotation, and every agreement concluded between Wilson and the business customer.
 2. Purchasing or other terms and conditions of the business customer are expressly rejected.
 3. If a provision proves to be invalid, the remaining terms and conditions shall remain in full force and effect.
- ### Article 4 - The Offer and Prices
1. Every offer or quotation from Wilson is without obligation and may be modified or revoked at any time.

2. All prices stated on the webshop are exclusive of VAT and exclusive of shipping or transport costs, unless expressly stated otherwise.

3. Obvious errors, calculation errors, or typographical errors in the offer do not bind Wilson.

Article 5 - The Agreement

1. The agreement is concluded at the moment the business customer has definitively placed the order via the webshop and Wilson has confirmed it electronically.

2. Wilson is entitled to refuse orders – without giving reasons – or to attach additional conditions (such as prepayment) to them.

Article 6 - Exclusion of Right of Withdrawal & Cancellation

1. The statutory right of withdrawal (14-day cooling-off period) does not apply to this agreement. The business customer has no right to return products without reason.

2. Cancellation of a placed order by the business customer is only possible after express written consent from Wilson. Any costs incurred may be charged.

Article 7 - Conformity, warranty & complaints

1. Wilson guarantees the soundness of the delivered products in accordance with the specifications. The warranty period is strictly limited to the manufacturer's warranty provided by the manufacturer.

2. The business customer is obliged to inspect the delivered products immediately upon receipt for visible defects or shortages.

3. Complaints (claims) regarding the delivery or defects must be reported to Wilson in writing and with reasons no later than 5 working days after delivery. Failure to do so will invalidate any right to repair, replacement, or compensation.

Article 8 - Delivery and execution

1. All delivery times stated by Wilson are indicative. Exceeding a delivery time never entitles the business customer to compensation or dissolution of the agreement.

2. The risk of damage, breakage, or loss of products passes to the business customer at the moment the goods leave Wilson's warehouse (Ex Works / Ex factory), unless otherwise agreed in writing.

Article 9 - Retention of Title

1. All products supplied by Wilson remain the exclusive property of Wilson until the business customer has fully fulfilled all obligations under the agreement (including payment of the full invoice and any interest/costs).

2. The business customer is not permitted to pledge or transfer to third parties the products subject to retention of title.

Article 10 - Payment & Collection Costs

1. Payment must be made via the payment methods offered on the webshop (such as iDEAL, PayPal, or credit card).

2. If sale on account has been agreed, a strict payment term of 30 days after the invoice date applies, unless stated otherwise in writing.
3. Upon exceeding the payment term, the business customer is immediately in default, without the need for a notice of default. From that moment on, the business customer owes the statutory commercial interest. All extrajudicial collection costs (with a minimum of € 250.00) shall be borne entirely by the customer.

Article 11 - Liability

1. Wilson's total liability for an attributable failure or wrongful act is at all times limited to a maximum of the invoice amount (excluding VAT) of the specific order to which the damage relates.
2. Wilson is never liable for indirect damage, including consequential damage, lost profits, lost savings, business interruption, or damage due to business interruption.

Article 12 - Applicable law and disputes

1. All legal relations between Wilson and the business customer are governed exclusively by Dutch law.
 2. The applicability of the Vienna Sales Convention is expressly excluded.
 3. All disputes shall be submitted exclusively to the competent court in the district where Wilson is established (Limburg, location Roermond).
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