

ScreenCheck International B.V. Terms and Conditions for businesses

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1 – Definitions & applicability of general terms and conditions

1. The following definitions apply to these general terms and conditions:
 - **ScreenCheck:** ScreenCheck International B.V., established in Koraalrood 33 1st floor, 2718 SB Zoetermeer, the Netherlands, Chamber of Commerce number: 27131090, branch no. 000020254709
 - **Contracting party:** any legal person or natural person, acting in the exercise of his profession or business;
 - **Customer:** any contracting party that is in a contractual relationship with ScreenCheck under a purchase agreement concluded with ScreenCheck, as well as any contracting party that wishes to enter into a different type of agreement with ScreenCheck.
 - **The website:** the ScreenCheck website: www.getbadgemaker.com, or a subsequent site
2. These general terms and conditions apply to all offers, quotations, agreements and all ensuing obligations with a buyer made by ScreenCheck. Insofar as the customer (also) orders other products or services to which special general terms and conditions apply, these are also declared applicable to the agreement between the customer and ScreenCheck.
3. These general terms and conditions do not apply to offers to and agreements with natural persons who do not act in the exercise of a profession or business.

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4. Deviations from these general terms and conditions are only valid if they have been explicitly agreed in writing by ScreenCheck and the customer and only apply to the specific agreement to which the deviations relate.
5. If the customer declares its own general terms and conditions applicable to an agreement with ScreenCheck or refers to them, then these general terms and conditions will not be accepted by ScreenCheck and the general terms and conditions of ScreenCheck will prevail, unless explicitly agreed otherwise at an earlier stage.
6. The general terms and conditions are communicated to the buyer in advance and can always be consulted via the website and can also be downloaded as a PDF file. The general terms and conditions will be sent free of charge on request.
7. Everything that is stipulated in these general terms and conditions and in any further agreements for ScreenCheck is also stipulated for intermediaries and other third parties engaged by ScreenCheck.

2 – Offers / quotes

1. All offers / quotations from ScreenCheck are without obligation and can be revoked by it at any time, even if they contain a period for acceptance. ScreenCheck may also revoke offers / quotations in writing within seven calendar days of receipt of acceptance, in which case no agreement has been concluded between the parties.
2. Offers / quotations can only be accepted in writing (including acceptance by fax or electronically). ScreenCheck is nevertheless entitled to accept an oral acceptance as if it had been made in writing. If the customer places an order on the ScreenCheck website, this order will be final when the customer presses the "PLACE ORDER" button or receives an order confirmation by e-mail. The moment the customer of ScreenCheck receives a confirmation by email, a binding agreement between the parties is established.
3. Information contained in advertising material in the broadest sense of the word, such as catalogs, price lists, brochures, websites of third parties, etc., is never binding on ScreenCheck.

3 – Price

1. All prices used by ScreenCheck are based on the price-determining factors known at the time of the offer / quotation.
2. Unless explicitly agreed otherwise in writing, the prices indicated by ScreenCheck are always exclusive of VAT and excluding shipping, postage and packaging costs.
3. ScreenCheck is entitled to adjust the prices or parts thereof for goods or services that have not yet been delivered and / or have not been paid for any changes in price-determining factors, such as raw material prices, wages, taxes, production costs, currency exchange rates and the like.
4. ScreenCheck is always authorized to adjust the prices without delay if a statutory price-determining factor gives cause for this.

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4 – Payment

1. ScreenCheck is at all times entitled to demand security from the customer for the correct and timely fulfillment of his payment obligations.
2. If the delivery takes place in parts, each part can be invoiced separately by ScreenCheck, unless otherwise agreed in writing with the relevant customer.
3. ScreenCheck is also entitled to calculate the costs of agreed additional work as referred to in Article 2 of these Delivery Terms and to issue invoices for this.
4. The payment condition is net à cash within fourteen days after the invoice date.
5. If the Customer does not pay within the agreed payment term, the Customer will be in default by operation of law and - without a notice of default being required - will owe interest of 1% per (part of a) month on the outstanding amount from the invoice date with a minimum of € 50, without prejudice to the rights vested in ScreenCheck.
6. In the event of payment default, all judicial costs, as well as the extrajudicial collection costs incurred by ScreenCheck in order to achieve fulfillment of the obligation of the customer, are for the account of the customer. The extrajudicial collection costs amount to 15% of the amount owed by the other party, including the aforementioned interest, with a minimum of € 250.
7. In the event of payment default, ScreenCheck is entitled to suspend the performance of the agreement and all related agreements or to dissolve it.
8. All payments must be made to a bank account number in the Netherlands to be designated by ScreenCheck.
9. Payments made by the customer always serve to settle all interest and costs owed and subsequently to due and payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.
10. Settlement by the customer is not permitted, unless ScreenCheck has fully and unconditionally acknowledged the counterclaim in writing.
11. Unless explicitly agreed otherwise, prepayment by the customer in the indicated electronic manner applies to purchases via the ScreenCheck webshop.
12. Making payments from the customer to ScreenCheck electronically, including via the Internet and through credit cards, takes place at the risk of the customer. ScreenCheck is not liable for damage suffered by the customer in connection with or being the result of payments made electronically, via the Internet or by means of credit cards. The provision of credit card information by the customer to ScreenCheck via the Internet or otherwise is at the Customer's own risk.
13. ScreenCheck reserves the right to apply a deposit of 50 to 100% for newly registered companies.

5 – Delivery of physical products

1. The place of delivery applies in all cases - unless otherwise specified in writing - to the actual or the place of business specified by the customer when ordering or the customer's place of business with which the contract was concluded.
2. The specification of delivery periods in offers / quotations, confirmations and / or contracts are made to the best of our knowledge and these will be taken into account as much as possible, but they can never be regarded as a strict deadline.
3. The customer must examine whether or not immediately after delivery the goods delivered or the services provided comply with the agreement.
4. The customer cannot rely on the fact that the goods delivered or the services provided do not comply with the agreement if he neglects this investigation or has not notified ScreenCheck of the defects in writing within the period stated below.
5. Visible defects must be reported to ScreenCheck in writing within five working days after delivery or after the relevant services have been provided.
6. Hidden defects must be reported in writing immediately after the customer has discovered them, but no later than three months after delivery of goods or service provision.

6 – Customer guarantees

1. Customer undertakes to enable ScreenCheck to be able to perform the delivery.
2. Customer guarantees for its own account and risk that:
 - a. ScreenCheck is given the cooperation necessary for the performance of the performance;
 - b. the ordered goods or services are purchased;
 - c. the delivery can take place under normal working conditions, during normal working hours from 8 a.m. - 6 p.m.
3. If the ordered goods or services have been offered to the customer for delivery, but delivery has not been possible due to the fact that the customer has not complied with one of the obligations referred to in paragraphs 1 and 2, the purchase is deemed to have been refused. From this moment on, the customer is legally in default without further notice of default being required by ScreenCheck. The day on which refusal of acceptance takes place is deemed to be the delivery date of the ordered goods or services. From now on the goods are also at the risk of the buyer, in accordance with Article 8.
4. Without prejudice to the obligation to pay, in the case referred to in paragraph 3 the customer is obliged to compensate for damage suffered by ScreenCheck as a result of the refusal; including making costs for storage and transport, the latter costs being related to the usual rates on the spot.

7 – Transfer of risk

1. Irrespective of what has been agreed between ScreenCheck and the customer regarding transport and insurance costs, the items remain at ScreenCheck's risk until the moment that they have passed into the actual control of the customer or the third party (s) engaged by the customer by signing the bills of lading, sign-off lists and / or packing lists or by actual delivery.
2. As soon as the goods have been transferred in accordance with the provisions of paragraph 1 into the actual disposal power of the customer or the third party (s) engaged by the customer, the customer is obliged to adequately insure these goods against theft, damage, destruction and the like.

8 – Liability

1. If one of the Parties fails to fulfill one or more of its obligation (s) from the agreement, the other Party will give notice of default, unless compliance with the obligation (s) concerned is already permanently impossible, in which case the negligent Party is immediately in default. The notice of default will be given in writing, whereby a reasonable period of time will be granted to the negligent Party to fulfill its obligations. This period has the character of a strict deadline. ScreenCheck's liability vis-à-vis the customer for direct damage in the event of non-performance, late performance or inadequate performance is limited to the net invoice value of the goods or services in question, but this to a maximum of € 50,000.
2. The limitation referred to in paragraph 1 also applies if ScreenCheck is held liable by the customer for reasons other than the agreement concluded between them.
3. Direct damage is exclusively understood to mean:
 - a. the reasonable costs that a party would have to incur in order for a performance of the other party to comply with the agreement. However, this damage will not be compensated if the other party has dissolved the agreement;
 - b. reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to direct damage within the meaning of these Terms of Delivery; reasonable costs incurred to prevent or limit damage insofar as the party suffering the damage demonstrates that these costs have led to a limitation of direct damage within the meaning of these terms and conditions.
4. ScreenCheck is never liable for indirect damage, including consequential damage, lost profit, lost savings, damage due to business interruption and all damage that does not fall under direct damage within the meaning of these general terms and conditions.
5. The limitation of liability does not apply if there is intent or gross negligence on the part of directors and managers of ScreenCheck.
6. ScreenCheck is never liable for the materials made available to ScreenCheck by the customer in connection with the agreement. Customer undertakes to take out adequate insurance for these materials.

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7. Without prejudice to the above, ScreenCheck is not liable if the damage is due to intent and / or gross negligence and / or culpable action or improper or improper use of the delivered goods by the customer.

9 – Software & data storage

1. When purchasing a software product, the customer obtains a download link, the accompanying documentation (if any), and a user license in accordance with the license conditions of the manufacturer.
2. The customer declares by means of the first use of the software that he automatically agrees with the relevant license conditions. The intellectual property of the product remains with the licensor. All rights to the product designations, brands, logos, etc. mentioned and used by ScreenCheck belong to the respective holders of these rights. When using the products, the customer must respect all rights of third parties.
3. Installing new software and changing already installed software entail the risk of data loss. Customer must take measures to prevent data loss. ScreenCheck is not liable for damage resulting from the installation of new software.
4. ScreenCheck is in no way liable for loss of data on storage media purchased from ScreenCheck, except in the case of intent demonstrated by the customer or gross negligence of ScreenCheck.

10 – Disclaimer

1. Customer indemnifies ScreenCheck to the extent permitted by law, with regard to liability towards one or more third parties, which arises from and / or is connected with the execution of the agreement, regardless of whether the damage caused by ScreenCheck or by its assistants (s) (and), auxiliary items or (delivered) items or services is caused or inflicted. In addition, the customer indemnifies ScreenCheck, to the extent permitted by law, against all claims from third parties in connection with any infringement of intellectual property rights of these third parties.
2. Customer is responsible for adequate insurance with regard to the aforementioned risks.
3. Customer is always obliged to make every effort to limit the damage.

11 – Force majeure & unforeseen circumstances

1. If fulfillment on the part of ScreenCheck or decrease on the part of the Customer is delayed for more than one month due to force majeure, each of the parties is entitled - subject to the exclusion of further rights - to dissolve the agreement in accordance with the law. What has already been paid under the agreement or has been performed will then be settled pro rata between the parties.

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2. Force majeure of ScreenCheck is understood to mean:
 - the circumstance that ScreenCheck is a performance (including a performance by customer)
 - that is important in connection with the performance to be delivered by it, not, not on time or not properly delivered;
 - strikes;
 - traffic disruptions;
 - government measures that prevent ScreenCheck from meeting its obligations on time or properly;
 - riots, riot, war;
 - extreme weather conditions;
 - fire;
 - import, export, and / or transit bans.
3. If there are unforeseen circumstances that are of such a nature that the customer cannot reasonably expect that ScreenCheck will comply with the requirements of ScreenCheck, the court may wholly or partially dissolve the agreement at the request of one of the parties.

12 – Right of retention

ScreenCheck is authorized to retain all items that ScreenCheck has from the customer until the customer has fulfilled all his obligations towards ScreenCheck, with which the items concerned are directly or sufficiently related. If matters falling under this right fall under the control of ScreenCheck, ScreenCheck is entitled to claim these matters as if they were the owner.

13 – Dissolution

1. In the cases described below and insofar as granted below, each of the parties has the right to terminate the agreement, in full or in part, with immediate effect, without further notice of default and judicial intervention:
 - a. when the other party has requested or obtained a moratorium on payments or the other party has been declared bankrupt;
 - b. when the other party's company is liquidated voluntarily or involuntarily;
 - c. when the other party's company merges or is taken over;
 - d. when a substantial part of the assets of the other party are seized;
 - e. when other circumstances arise in which the continuation of the agreement cannot reasonably be required.
2. Each of the parties is entitled to terminate the agreement only if the other Party - after a proper and as detailed as possible written notice of default with a proposal for a reasonable period of time for purification of the shortcoming - fails to fulfill its obligations under the obligations. agreement and provided that such failure justifies the termination.

3. If the agreement is dissolved, the claims of ScreenCheck on the buyer are immediately claimable. If ScreenCheck suspends compliance with the obligations, it will retain its rights under the law and the agreement.
4. ScreenCheck always retains the right to claim compensation.

14 – Industrial and intellectual property

1. ScreenCheck guarantees that the goods delivered by it as such do not infringe Dutch patent rights, design rights or other industrial or intellectual property rights of third parties.
2. If ScreenCheck nevertheless has to be recognized or it is determined by a Dutch court in a legal case in a decision that is no longer appealable that any case delivered by ScreenCheck does infringe the rights of third parties as referred to here, ScreenCheck will take back the case concerned against reimbursement of the price paid for this, less the depreciation that is deemed to be normal, without being obliged to pay further compensation.
3. However, the customer loses the right to the services referred to in paragraph 2 if he has not informed ScreenCheck as such fully and in good time about claims from third parties as referred to above in this article, as a result of which ScreenCheck was also unable to exercise its rights in this regard. properly defend.

15 – Transferral

1. The customer is not allowed to transfer rights and obligations arising from the agreement to third parties without the written permission of ScreenCheck.

16 – Privacy

1. ScreenCheck handles all personal data that is provided to it in accordance with applicable legislation, in particular the Personal Data Protection Act.
2. All data provided by the customer will only be used by ScreenCheck if this is necessary for the conclusion and the fulfillment of the agreement (including the other provisions, including these general terms and conditions), as well as for ScreenCheck's business operations. Data is only provided to third parties if this is necessary for the aforementioned purposes.
3. For more information about privacy, reference is made to the ScreenCheck website (getbadgemaker.com/privacy-beleid/) under the "Privacy Policy" heading.

17 – Changes / additions

1. Changes to these general terms and conditions or additions thereto are only valid insofar as they have been agreed in writing by both parties.
2. In the event of the invalidity of one or more provisions in these general terms and conditions, the remaining provisions will remain in full force.
3. The parties will consult on the invalid provisions in order to make a replacement valid arrangement, so that the scope of the agreement is retained.

18 – Disputes and applicable law

1. All disputes - including those that are considered as such by only one party - that may exist between ScreenCheck and the customer as a result of an agreement or further agreement concluded by ScreenCheck with the customer, will - subject to the parties' authority to make a decision of the President of the District Court, provoking legal action for interim relief - are subject to the decision of the ordinary court in the registered office or district of ScreenCheck.
2. For claims of ScreenCheck, however, the Subdistrict Court of the place of business or district of the customer is also competent.
3. If one of the parties considers a dispute to be present and wants to bring it before the court, he must inform the other party in writing with a description of the dispute.
4. The agreements to be concluded by ScreenCheck with the application of these general terms and conditions are always governed by Dutch law. The Uniform Laws on the international purchase of movable tangible property and the establishment of international purchase agreements concerning movable tangible property are expressly excluded.