

Terms and conditons - Hoozy



**Algemene voorwaarden
Hoozy
April 2025**

Deze algemene voorwaarden zijn van toepassing op alle offertes, overeenkomsten, leveringen, verhuur- en verkooptransacties tussen Hoozy V.O.F. en haar opdrachtgevers. Hoozy V.O.F. is ingeschreven bij de Kamer van Koophandel onder nummer **97461660**.

Article 1 – Definitions and Applicability

1. In these terms and conditions, the following definitions apply:
 - a. Hoozy: the private partnership Hoozy V.O.F., located at Hartschelp 32, 2681 DR Monster.
 - b. Client: any natural or legal person entering into an agreement with Hoozy.
 - c. Products: Hoozy pouches, unlock systems, accessories, and other materials supplied or rented by Hoozy.
 - d. Event: any event, performance, show, or occasion where the Products are used.
 - e. Agreement: any arrangement between Hoozy and the Client regarding the rental or sale of Products and/or related services.
2. These conditions apply to all quotations, deliveries, rentals, and sales by Hoozy.
3. Deviations are only valid if agreed upon in writing.
4. Any purchase or other (general) terms of the Client are expressly rejected.

Article 2 – Quotations, Orders, and Agreements

1. All quotations by Hoozy are without obligation and valid for 30 days unless stated otherwise.
2. An Agreement is established once Hoozy has confirmed the assignment in writing or has commenced performance.
3. Hoozy reserves the right to refuse any assignment without providing reasons.

Article 3 – Rental Conditions

1. Rental Period. The rental period runs from the agreed start date until the agreed return date.
2. Extension & Late Return. Extensions are possible only with written approval. Extra days are charged on a pro-rata basis; late returns are charged at the agreed daily rate.
3. Ownership. All rented Products remain the property of Hoozy and must be returned in their original condition.
4. Duty of Care. The Client is responsible for careful use, safe storage, and supervision during the rental period.
5. Loss/Damage. The Client is liable for loss, theft, and damage during the rental period. Non-returned or damaged pouches will be charged at a replacement value of €19.95 each, unless otherwise agreed in writing.
6. Post-Calculation. After completion, Hoozy performs a post-calculation based on counting and condition of materials. Any additional invoice (loss/damage/extra days) will be sent within 7 days after the event and must be paid within 14 days.
7. Objections. Objections to the post-calculation or invoice must be submitted in writing within 5 working days after receipt.

Article 4 – Sales Conditions

1. Transfer of Ownership. Ownership transfers only after full payment has been received.
2. Delivery Time. Delivery usually takes place within 2–5 working days after payment is received; stated timeframes are indicative.
3. Return Policy (B2B/B2C). Returns are possible within 14 days of delivery, provided items are unused, undamaged, and in their original (sealed) packaging. Return costs are borne by the buyer unless the product is defective or incorrectly delivered.
4. Warranty. A 12-month warranty on manufacturing defects applies from the delivery date. The warranty does not cover normal wear and tear, improper use, or damage caused by the Client.
5. Inspection. Returns and warranty claims are inspected upon receipt; refund or replacement follows only after approval.

Article 5 – Prices and Payment

1. All prices are exclusive of VAT and other levies, unless stated otherwise.
2. Rental: full payment must be received by Hoozy no later than 7 days before the start of the event, unless otherwise agreed in writing. Hoozy reserves the right to suspend delivery or performance until full payment has been received.
3. Sales: payment within 14 days after the invoice date, unless otherwise agreed.
4. In case of late payment, the Client is in default by operation of law and statutory (commercial) interest is due.
5. All (extra)judicial collection costs are for the account of the Client (at least 15% of the outstanding amount, with a minimum of €100).

Article 6 – Delivery, Transport, and (De)installation

1. Delivery usually takes place shortly before the start of the event at the agreed address and time; the Client must ensure an accessible and safe location.
2. If delivery/return cannot take place due to circumstances on the Client's side, additional costs may be charged.
3. Upon request, Hoozy can provide assistance with installation, dismantling, and staff briefing; rates to be agreed in advance.
4. If the Client fails to make timely payment, Hoozy is entitled to postpone or cancel delivery or performance without further liability.
5. Collection service will be arranged by Hoozy unless otherwise stated.

Article 7 – Returns

1. All test, sample, or demonstration products (including Hoozy pouches and accessories) provided by Hoozy to the Client remain the property of Hoozy at all times, unless otherwise agreed in writing.
2. The Client is entitled to use the test products solely for evaluation and testing purposes for a maximum period of fourteen (14) days after receipt, unless another term has been agreed in writing.
3. If the Client decides not to place a follow-up order or continue cooperation, they are obliged to return the test products within fourteen (14) days after the test period.
4. Return shipping is at the Client's cost and risk. The Client is responsible for proper packaging, correct addressing, and shipment via a traceable transport method. Any damage or loss during transport is at the Client's risk.
5. If Hoozy has not received the test products within the period mentioned in paragraph 3, Hoozy reserves the right to charge the replacement value of the non-returned products to the Client.
6. The test products must be returned in their original condition, except for normal wear and tear resulting from the agreed testing. Any damage or defects will be assessed by Hoozy upon receipt and, if applicable, charged to the Client.
7. For test and demonstration shipments outside the Netherlands, the Client is responsible for proper declaration, customs documentation, and any costs arising from international return shipments, unless otherwise agreed in writing.

Article 8 – Cancellation and Modification

1. Cancellations must be made in writing.
2. 8–14 days before the event: no costs.
3. 7 days before the event: 50% of the quotation price is due.
4. 3–7 days before the event: 75% of the quotation price is due.
5. Less than 48 hours before the event: 100% of the quotation price is due.
6. Changes (in size, date, or location) may result in price adjustments.

Article 9 – Liability and Indemnification

1. Hoozy is not liable for indirect, consequential, or profit loss damages.
2. Hoozy's liability is at all times limited to the amount paid out under its liability insurance or, in the absence thereof, to the invoice amount of the relevant Agreement.
3. The Client indemnifies Hoozy against third-party claims related to the use of the Products during the Event (including claims concerning privacy, recordings, or security on site).

Article 10 – Force Majeure

1. In the event of force majeure (including but not limited to government measures, pandemics, strikes, transport disruptions, fire, illness, extreme weather conditions), Hoozy is not obliged to perform or compensate for damages.
2. Hoozy may suspend performance or terminate the Agreement in whole or in part without liability for damages.

Article 11 – Intellectual Property

All rights to trademarks, logos, designs, documentation, and other (marketing) materials of Hoozy remain the property of Hoozy. Use, copying, or reproduction without prior written consent is prohibited.

Article 12 – Governing Law and Disputes

1. All legal relationships with Hoozy are governed by Dutch law.
2. Disputes shall be submitted to the competent court in the district of Rotterdam.

Article 13 – Final Provisions

1. If any provision (in whole or in part) is null or voidable, the remaining provisions shall remain in full force and effect; the parties shall consult to agree on a replacement provision that reflects the intent as closely as possible.
2. Hoozy may amend these terms and conditions; the amended version shall also apply to ongoing relationships after timely notification.