



GENERAL TERMS AND CONDITIONS

Eurokeycards

Eurokeycards is a trading name of WildCards B.V.

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Registration & payment	VAT: NL003445736B28 Chamber of Commerce: 80490433 Tel.: +31 (0) 6 832 70014 IBAN: NL45 KNAB 0775 7163 40 BIC: KNABNL2H

Article 1 - Scope and B2B application

1. These General Terms and Conditions apply to all quotations, offers, orders, agreements, sales and deliveries by WildCards B.V., trading under the name Eurokeycards, unless expressly agreed otherwise in writing.
2. Eurokeycards supplies primarily to professional customers. These terms are intended for business-to-business transactions and do not apply to consumers insofar as mandatory consumer law provides otherwise.
3. The applicability of any purchasing or other general terms of the customer is expressly rejected unless Eurokeycards has accepted them in writing.
4. By placing an order, approving a quotation or proof, or otherwise entering into an agreement with Eurokeycards, the customer accepts these General Terms and Conditions.

Article 2 - Offers, orders and formation of agreements

1. All quotations and offers are non-binding unless expressly stated otherwise in writing.
2. Unless otherwise stated, quotations are valid for 30 days from the quotation date.
3. An agreement is formed after written order confirmation by Eurokeycards, written acceptance of a quotation, or when Eurokeycards has started performance of the order.
4. Eurokeycards may require full or partial advance payment before production or shipment.

Article 3 - Product specifications, compatibility and samples

1. The customer is responsible for providing correct information about the hotel locking system, card technology, chip type, memory configuration and any other technical requirements relevant to the order.
2. Eurokeycards will use reasonable care to advise on compatibility based on the information supplied by the customer. Compatibility cannot be guaranteed where the customer has supplied incomplete or incorrect information, where third-party systems have been modified, or where system configuration differs from the information provided.
3. Where Eurokeycards supplies test cards or samples, the customer is responsible for testing and approving compatibility before placing or releasing a production order. Approval of a sample or test card is deemed confirmation that the relevant technical specification is suitable, unless otherwise agreed in writing.
4. Minor differences in colour, material, thickness, texture, print position or finish that are customary in the manufacturing process and do not materially affect normal use do not constitute a defect.

Article 4 - Artwork, proofs and customised products

1. For printed, engraved or otherwise customised products, production may begin after the customer has approved the artwork, digital proof or other production specification.
2. The customer is responsible for checking names, logos, colours, text, dimensions, orientation, quantities and all other details shown in the proof before approval.
3. Once a customised order has entered production, it cannot be cancelled or changed without Eurokeycards' written consent. Any resulting costs are payable by the customer.
4. The customer warrants that it is entitled to use all logos, trademarks, designs, images and other materials supplied to Eurokeycards and indemnifies Eurokeycards against third-party claims arising from their use.

Article 5 - Prices, taxes and additional costs

1. Unless expressly stated otherwise, all prices are exclusive of VAT and exclusive of shipping, transport, insurance, packaging, customs duties, import charges and other governmental levies.
2. VAT will be charged or accounted for in accordance with the applicable tax rules, including the rules for intra-Community and cross-border supplies where relevant.
3. Eurokeycards may adjust quoted prices if, after the quotation date and before performance, substantial and unforeseen cost increases occur in raw materials, energy, transport, wages, taxes, duties, exchange rates or supplier prices. Eurokeycards will inform the customer where such an adjustment materially affects the agreed price.
4. Discounts apply only where confirmed in writing.

Article 6 - Delivery and transfer of risk

1. Delivery times are estimates and are not strict deadlines unless Eurokeycards expressly agrees otherwise in writing.
2. A delay does not entitle the customer to compensation or termination unless Eurokeycards has been given a reasonable additional period to perform and mandatory law provides otherwise.
3. Unless otherwise agreed in writing, Eurokeycards arranges shipment to the delivery address provided by the customer and may use third-party carriers.
4. Risk of loss or damage passes to the customer upon delivery at the agreed delivery location or, where the customer arranges collection or transport, when the goods are handed to the customer or its carrier.
5. The customer is responsible for providing a complete and correct delivery address and for ensuring that delivery can be accepted. Additional costs resulting from incorrect information, refused delivery or repeated delivery attempts may be charged to the customer.
6. Partial deliveries are permitted unless this would be unreasonable for the customer.

Article 7 - Force majeure

1. Eurokeycards is not liable for failure or delay caused by circumstances beyond its reasonable control.
2. Force majeure includes, without limitation, natural disasters, war, terrorism, pandemics, government measures, strikes, labour disputes, power or network failures, transport disruption, customs delays, shortages of raw materials, production interruptions and failures or delays by suppliers or carriers.
3. During force majeure, Eurokeycards' obligations are suspended for the duration of the event. If performance becomes permanently impossible or the force majeure situation continues for an unreasonable period, either party may terminate the unperformed part of the agreement without liability for damages.

Article 8 - Payment and late payment

1. Unless otherwise agreed in writing, invoices are payable within 30 days of the invoice date.
2. If payment is not received by the due date, the customer is in default without a further notice of default being required, to the extent permitted by applicable law.
3. Eurokeycards is entitled to statutory commercial interest and to the applicable statutory compensation and reasonable recovery costs for late payment.
4. The customer may not suspend payment or set off amounts against Eurokeycards' invoices unless the counterclaim has been acknowledged in writing by Eurokeycards or finally established by a competent court.
5. Eurokeycards may suspend production, delivery or further performance if invoices are overdue or if there are reasonable grounds to doubt the customer's ability to pay.

Article 9 - Retention of title

1. All goods supplied remain the property of Eurokeycards until all amounts due in connection with the relevant delivery have been paid in full.
2. Until title has passed, the customer may not pledge the goods or grant third parties security rights over them.
3. The customer must take reasonable care of goods subject to retention of title and, where applicable, keep them identifiable as goods supplied by Eurokeycards.

Article 10 - Inspection, complaints and warranty

1. The customer must inspect the goods promptly after delivery for visible damage, shortages and obvious defects.
2. Complaints concerning visible defects, incorrect quantities or incorrect products must be reported in writing within 7 days after delivery, with sufficient details and, where reasonably possible, photographs or other evidence.
3. Hidden defects must be reported in writing within a reasonable period after discovery.
4. The customer must give Eurokeycards a reasonable opportunity to investigate the complaint and, where requested, return samples or affected products.
5. If a complaint is justified, Eurokeycards may, at its option, repair, replace or credit the affected products, unless mandatory law requires another remedy.
6. Warranty does not cover defects caused by incorrect storage, misuse, modification, abnormal wear, incorrect encoding, incompatible equipment, third-party software or hardware, or use contrary to instructions or normal professional practice.

Article 11 - Cancellation and returns

1. Cancellation is only possible with Eurokeycards' written approval.
2. Custom-made, printed, encoded, engraved or otherwise personalised products cannot be returned solely because the customer has changed its mind.
3. If Eurokeycards accepts a cancellation, the customer must reimburse all costs already incurred, including design, materials, production, supplier, transport and administrative costs.
4. Returns require prior written approval and must follow the return instructions provided by Eurokeycards.

Article 12 - Intellectual property

1. Intellectual property rights belonging to Eurokeycards or its suppliers remain with the respective rights holder.
2. Unless expressly transferred in writing, designs, templates, technical documents, concepts and production files created by or for Eurokeycards may not be reproduced, modified, supplied to third parties or used outside the agreed purpose.
3. Rights in customer-provided trademarks, logos and materials remain with the customer or the relevant rights holder.

Article 13 - Liability

1. To the maximum extent permitted by law, Eurokeycards is not liable for indirect or consequential loss, loss of profit, loss of revenue, loss of savings, business interruption, loss of data, reputational damage or third-party claims arising from or related to the agreement or the use or inability to use the products.
2. If Eurokeycards is liable for direct loss, its aggregate liability in relation to the relevant event is limited to the net invoice value of the products or delivery giving rise to the claim, except where such limitation is not permitted by mandatory law.
3. Eurokeycards is not liable for damage resulting from incorrect information supplied by the customer, incorrect selection of chip or card technology, customer-approved artwork or specifications, improper use, incorrect encoding, modification, installation or processing, or incompatibility caused by third-party systems or changes to those systems.
4. Nothing in these terms excludes or limits liability where exclusion or limitation is prohibited by mandatory law.

Article 14 - Applicable law, CISG and disputes

1. All agreements with Eurokeycards and these General Terms and Conditions are governed exclusively by Dutch law.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG / Vienna Sales Convention) is excluded.
3. Any dispute shall be submitted to the competent court in the Netherlands in the judicial district in which Eurokeycards is established, unless mandatory law requires another competent court.
4. Before commencing legal proceedings, the parties will, where reasonably possible, first attempt to resolve the dispute in good faith.

Article 15 - Language, severability and amendments

1. These General Terms and Conditions may be made available in multiple languages. In the event of any inconsistency between translations, the English version prevails, unless mandatory law requires otherwise.
2. If any provision is invalid or unenforceable, the remaining provisions remain in force. The invalid provision will be replaced, where possible, by a valid provision that most closely reflects its purpose.
3. Eurokeycards may amend these General Terms and Conditions. Amendments apply to agreements entered into after the effective date of the revised version, unless otherwise agreed.