

## 1. PARTIES & SCOPE

These terms apply to all offers, quotations, and agreements between [outil.li](https://www.outil.li) B.V. ("[outil.li](https://www.outil.li)"), Pijnackerplein 6B, Rotterdam, and the purchasing business entity ("Buyer"). Consumer purchases are governed by our separate Consumer Conditions. Buyer's own purchasing conditions are expressly rejected and have no effect.

## 2. QUOTATIONS & ORDERS

Quotations are valid for 30 days, unless otherwise stated. An order is binding only upon written confirmation by [outil.li](https://www.outil.li). Buyer is responsible for the accuracy of all specifications. Catalogue and website content is indicative only. Assumptions, exclusions, and qualifications stated in a quotation form part of the agreement. Samples and prototypes are provided for evaluation purposes only, are not for resale, and are excluded from these terms unless explicitly stated otherwise in writing.

## 3. PRICES, PAYMENT & COST ADJUSTMENT

Prices are in euros, excluding VAT, on a DDP basis (Incoterms 2020) unless otherwise agreed. [outil.li](https://www.outil.li) may adjust prices for undelivered orders if input costs (materials, energy, labour, exchange rates) increase by more than 5% after order confirmation, with prior notice to Buyer. Payment terms are as stated in the applicable quotation or invoice. Unless otherwise agreed, payment is due within 30 days of invoice, in full without set-off. Late payment incurs statutory interest plus all recovery costs.

## 4. VARIATIONS & CANCELLATION

Any change to a confirmed order (quantity, specification, timing, cancellation) requires prior written approval by [outil.li](https://www.outil.li). If [outil.li](https://www.outil.li) agrees to a variation or cancellation, Buyer shall immediately reimburse all costs already incurred, including costs of materials procured, partially completed products, and any re-planning costs. This applies equally where a variation is required due to incomplete or incorrect information provided by Buyer.

## 5. DELIVERY, RISK & TITLE

We sell and invoice exclusively to EU addresses. Delivery dates are indicative. Risk passes on delivery (DDP, Incoterms 2020). Buyer must report visible non-conformities within 7 days of delivery; failure to do so constitutes acceptance. Minor surface variations inherent to 3D-printed or recycled-material products are not defects. Title to products passes only upon receipt of full payment of all amounts owed by Buyer to [outil.li](https://www.outil.li). Until title passes, Buyer may not pledge, encumber, or transfer products other than in the ordinary course of business. If Buyer fails to meet its obligations, [outil.li](https://www.outil.li) may reclaim products at Buyer's cost. Buyer grants [outil.li](https://www.outil.li) reasonable access to premises to do so. [outil.li](https://www.outil.li) is not liable for failure to perform due to circumstances beyond its reasonable control, including supply chain disruption, material scarcity, energy interruption, or acts of God. In such cases [outil.li](https://www.outil.li) will notify Buyer promptly and delivery dates will be adjusted accordingly.

## 6. CE MARKING & INTENDED USE

Products are CE certified for use at 220–240V. [outil.li](https://www.outil.li) makes no representation regarding compliance with standards outside the EU. Buyer is solely responsible for compliance with any regulations applicable to use or onward transfer of products outside the EU, including any voltage modifications, electrical certification, or re-certification required by local standards. Products must be installed by a qualified electrician per local regulations. Avoid prolonged direct UV exposure. A Declaration of Conformity is available on request.

## 7. IP & CONFIDENTIALITY

[outil.li](https://www.outil.li) B.V. · KVK 99189321 · BTW NL868853835B01 · IBAN NL70 INGB 0103 1298 39 · [contact@outil.li](mailto:contact@outil.li) · [www.outil.li](https://www.outil.li)

All intellectual property in products, designs, and documentation remains with [outil.li](https://www.outil.li). Buyer receives a limited, non-transferable licence to use products as delivered. Custom designs remain [outil.li](https://www.outil.li)'s property unless agreed otherwise in writing. Buyer shall keep all technical, commercial, and financial information received from [outil.li](https://www.outil.li) strictly confidential except where disclosure is required by law, regulation, or competent authority.

## 8. WARRANTY

[outil.li](https://www.outil.li) warrants products against defects in materials and workmanship for 2 years from delivery. Electrical components including drivers and light sources, where supplied, are third-party components and are subject only to the warranty provided by their respective manufacturers. [outil.li](https://www.outil.li) will provide reasonable assistance in identifying the applicable manufacturer warranty upon request. This warranty does not cover: normal wear, damage from improper use, incorrect installation, unauthorised modifications, power surges or fluctuations, exposure to corrosive environments, or use contrary to the instructions supplied. Surface variations inherent to 3D-printed or recycled materials are not defects and are not covered by this warranty. If a defect arises during the warranty period, [outil.li](https://www.outil.li) will at its discretion repair, replace, or credit the product. This is the sole remedy available under this warranty. To make a claim, contact us at [contact@outil.li](mailto:contact@outil.li) within the warranty period with order reference, a description of the defect and photographs. [outil.li](https://www.outil.li) may require return of the product for inspection. Warranty obligations do not extend to third parties.

## 9. LIABILITY

Claims must be notified within 30 days of discovery of the defect; legal proceedings must commence within 1 year of notification. [outil.li](https://www.outil.li)'s total liability for any claim is limited to the invoice value of the products or services directly giving rise to the claim. [outil.li](https://www.outil.li) is not liable for lost profit, lost savings, installation or removal costs, project delays, reputational damage, or indirect or consequential loss, even if advised of the possibility.

## 10. RESALE & INDEMNITY

If Buyer resells products or incorporates them into offerings to its own customers, Buyer must ensure that its customers comply with all relevant obligations under these terms, and must indemnify [outil.li](https://www.outil.li) against all losses, liabilities, and costs (including legal costs) arising from any failure to do so. Buyer shall maintain records sufficient to identify where products have been installed or onward supplied, to support traceability in the event of a product recall.

## 11. SUSPENSION & TERMINATION

[outil.li](https://www.outil.li) may suspend or terminate any agreement with immediate effect, and accelerate all outstanding amounts, if: (i) Buyer fails to pay on time and does not remedy this within 14 days of notice; (ii) Buyer's financial position materially deteriorates; (iii) Buyer becomes insolvent, enters administration, or ceases trading; or (iv) ownership or control of Buyer changes in a way that [outil.li](https://www.outil.li) reasonably considers material. Buyer shall indemnify [outil.li](https://www.outil.li) for all losses and costs arising from Buyer's non-compliance, including costs of unfinished products.

## 12. GOVERNING LAW & DISPUTES

Dutch law applies. The CISG does not apply. All disputes shall be submitted to the competent Dutch court.

## 13. GENERAL

[outil.li](https://www.outil.li) may amend these terms at any time by any means. The version in force at the date of an agreement applies to that agreement.