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USERS TERMS AND CONDITIONS

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TERMS OF DELIVERY

Article 1 Applicability

1. These terms apply to all offers of and agreements with ALSO International B.V... The other party of ALSO International will be further referred to as "purchaser / client".
2. Purchaser / client accepts the applicability of these terms by the mere fact of its order; terms maintained by the purchaser / client will be explicitly dismissed by ALSO International and do not apply to offers or agreements governed by these terms.
3. If and insofar as an offer of and/or agreement with ALSO International contains provisions that vary from these terms, without these terms being explicitly rejected, the other provisions of these terms will remain unimpaired.
4. Amendments and additions to any provisions contained in an agreement and/or these general terms will only apply if they have been set out in writing by ALSO International; they only relate to the concerned agreement.

Article 2 Offers, prices and orders

1. All offers are without obligation.
2. All prices are net cash in Euros, exclusive of turnover tax (B.T.W. (VAT)) and other duties imposed by the government, and exclusive of private copying levy.
3. ALSO International is in all cases entitled to adjust the agreed prices and rates by means of a written notice to purchaser / client.
4. If purchaser / client refuses to agree with the adjustment of prices and rates made known by ALSO International as referred to in Article 2.3, purchaser / client will be entitled to cancel the agreement in writing within seven working days after the notice referred to in that article, starting from the date on which the price or rate adjustment would take effect as referred to in the notice of ALSO International.
5. The prices are based on the circumstances applicable to ALSO International at the time of the conclusion of the agreement, such as for example purchase prices, material prices, wages, salaries, social charges, freight and customs tariffs, import and export rights, duties, levies and taxes which are (in) directly levied on ALSO International or charged to ALSO International by third parties. If these circumstances should change after conclusion of the agreement, but before the end of the execution thereof, ALSO International will have the right to charge on the costs arising from these changes to purchaser / client without prior notice.
6. ALSO International is entitled to not accept orders. In that case it is obliged to give notice thereof to purchaser / client within five working days, to be counted from the receipt of the order.
7. An agreement will only be effected after it has been confirmed in writing or by means of electronic communication by ALSO International.

Article 3 Advance payment / security

1. ALSO International is at all times entitled to require advance payment or security from purchaser / client before proceeding to deliver or further deliver.

2. If purchaser / client fails to pay the requested advance payment or security or decreased creditworthiness is evident from a check, such at the discretion of ALSO International, any obligation that rests upon ALSO International will lapse, without prejudice to ALSO International's right to compensation for all damages, costs and interests suffered by ALSO International.

Article 4 Delivery

1. The delivery dates stated by ALSO International are for information purposes only and may never be regarded as deadlines. ALSO International is at all times entitled to deliver an order in instalments. If ALSO International fails to meet the expected delivery time, purchaser / client will not be entitled to dissolve the agreement and/or compensation or to declare them void.

2. If in the agreement it is agreed in writing that delivery or execution will take place at a certain time and purchaser / client has notified ALSO International in writing that this term may in no case be exceeded, purchaser / client will be entitled to dissolve the agreement if the agreed term has expired and delivery or execution have not taken place, without prejudice to purchaser's / client's right to compensation, except in the event of a nonattributable default on the part of ALSO International. Purchaser / client is obliged to immediately notify ALSO International thereof in writing. ALSO International is in no case liable for any consequential damage under whatever name and for whatever reason.

3. ALSO International has met its obligation to deliver once it has offered the order to purchaser / client. The report of the person who has carried out the transport constitutes full proof of the offer of delivery. If the goods cannot be delivered due to actions on the part of purchaser / client, the costs of the return freight, storage and other essential costs will be charged to purchaser / client, such with a minimum of 10% of the invoice amount including forwarding charges. ALSO International will only be obliged to re-offer the goods after the costs referred to in the previous sentence, the purchase price of the goods, and the transport costs for the renewed offer have been paid.

4. The previous paragraph also applies if purchaser / client refuses to take receipt of the goods, with the proviso that ALSO International will then not be obliged to re-offer the goods but will be entitled to sell these to any third party or dispose of them in any other way, without prejudice to its right to compensation.

5. If no delivery term has been agreed for delivery on demand, a term of one month will apply, starting on the date of the conclusion of the purchase agreement. After expiry of this term or the agreed term of delivery on demand, ALSO International will have the right to demand payment for the goods sold on demand, without giving notice.

Article 5 Payments

1. Purchaser / client is obliged to pay the invoices of ALSO International within the payment term stated on the invoice (and, in the absence thereof, within a term of eight days). Payment must be made without suspension, discount or setoff.

2. If purchaser / client fails to pay the invoice amount due in time, it will have to pay to ALSO International the statutory commercial interest on the outstanding amount of the invoice, starting from the last day of the payment term.

3. After expiry of the payment term, purchaser / client will be in default and ALSO International will be entitled to terminate the agreement in full or in part. Furthermore, in that case all other claims, on whatever account, of ALSO International or purchaser / client will be immediately due and payable and ALSO International will be entitled to

suspend the execution of each agreement or to terminate each agreement with purchaser / client in full or in part.

4. ALSO International will be entitled to charge all costs to purchaser / client, caused by non-payment of purchaser / client, both the judicial and extrajudicial collection charges, above and beyond any amount due.

5. Extrajudicial collection charges have to be paid by purchaser / client in any case where ALSO International has assured itself of the assistance of a third party. These will be fixed at 15 % of the amount due, being the invoice amount plus the accrued interest in accordance with paragraph 2 of this Article, with a minimum of EUR 500.00, without prejudice to ALSO International's right to full compensation of the costs incurred by it.

6. ALSO International is at all times entitled to transfer or pledge its claims on purchaser / client to third parties.

7. If ALSO International files for the bankruptcy of purchaser / client, the latter will have to pay, in addition to the amount due as referred to in the previous paragraph of this Article, the judicial and/or extrajudicial costs of the bankruptcy petition attached thereto.

8. Payments made by purchaser / client firstly serve to meet the costs, secondly to meet the interest and thirdly to meet the principal sum.

Article 6 Obligation to inspect and complaints

1. Purchaser / client is obliged to immediately inspect the products delivered by ALSO International after receipt thereof. Complaints in respect of visible defects concerning the Products (including, yet not restricted to complaints regarding numbers, size, weight, packaging and quality) must be filed in writing by purchaser / client within three days after receipt at the latest, failing which all rights of purchaser / client will lapse and ALSO International is deemed to have fully met its obligations.

2. A complaints term of three days also applies in respect of non-visible defects, with the proviso that it starts on the day that purchaser / client becomes aware of the defect or should have become aware of it.

3. Complaints of whatever nature will not defer payment obligations of the purchaser / client.

Defective products

4. The warranty periods given by the manufacturer of the delivered products apply between ALSO International and purchaser / client. A claim under the guarantee must be made known by purchaser / client to ALSO International within the applicable term, at the risk of such a claim lapsing, by sending a fully completed RMA form or collective form, which is available on the website of ALSO International.

5. After ALSO International has assigned an RMA number, purchaser / client must return the products to ALSO International in accordance with the instructions given to it within five working days. Returning will take place at the expense and risk of purchaser / client.

6. ALSO International will inspect the goods after receipt. When it finds the claim under the guarantee well-founded, the purchase price concerned will be credited and paid back in proportion, such subject to acceptance of the claim under the guarantee by the manufacturer. If the manufacturer rejects the claim under the guarantee, purchaser / client will still have to pay to ALSO International the purchase price paid back.

7. No claim under the guarantee can be granted to the purchaser / client for complaints in respect of defects if:

- a. it has not used the products in accordance with the relevant instructions or has neglected them;
- b. it has made changes to the products or has had them made, including repairs that have not been performed by or on behalf of ALSO International or the manufacturer.
- c. it has treated the products without due care and attention in any other way;
- d. the returned product is completely used up;
- e. it has not (fully) paid the purchase price of the products, or fails to meet his obligations towards ALSO International in any other way;
- f. it has not made them known to ALSO International in accordance with the arrangement previously prescribed.

8. The aforesaid guarantee scheme does not apply to set-up cartridges/cartridges supplied with the purchased printer.

Incorrect delivery

9. A return application for incorrect delivery must be made known by purchaser / client to ALSO International within the applicable term, at the risk of such a claim lapsing, by sending a fully completed RMA form or collective form, which is available on the website of ALSO International.

10. The products to be returned must be readily marketable and saleable as new, in undamaged and original packaging, unopened and without broken seals. Ordered products, which are combined or adjusted at the request of purchaser / client can never be returned (with the exception of incorrect deliveries by ALSO International).

11. After ALSO International has granted an RMA number, the products to be returned will be collected by a carrier to be engaged by ALSO International. Purchaser / client must offer the goods in accordance with the instructions given by ALSO International and/or the aforesaid carrier.

12. ALSO International will inspect the goods after receipt. When it accepts the returned goods, the purchase price concerned will be credited in proportion.

Article 7 Liability

1. Any liability of ALSO International is restricted to the amount paid out in the case concerned according to the insurance(s) taken out by it plus the excess at the expense of ALSO International pursuant to the insurance agreement. If, for whatever reason, no payment is made pursuant to the said insurance(s), any liability of ALSO International is restricted to the invoice amount charged to purchaser / client, in the twelve months before the incident due to which the liability was created, such with a maximum of € 100,000.00 (in words: one hundred thousand Euros. ALSO International is never liable for damage in the form of loss of sale or income, less goodwill or any other consequential damage or loss.

2. The restriction of liability described in the previous paragraph does not apply in case of intention or wilful recklessness of ALSO International.

3. Purchaser / client will indemnify ALSO International, its employees and any auxiliary persons engaged by it for the execution of an agreement, against all claims from third parties, arising from or related to the delivery or resale of products. Purchaser / client is obliged to sufficiently insure itself and maintain insured in that respect.

4. Any claim of purchaser / client towards ALSO International, except for the ones acknowledged by ALSO International, will be cancelled after 12 months of its creation.

Article 8 Nonattributable breach (force majeure)

1. ALSO International may never be sued to compensate for expenses, damages and interests, if it is not able to meet its obligations towards purchaser / client due to force majeure.

2. Force majeure in the context of these terms is understood to mean all facts and circumstances that lie outside ALSO International's sphere of influence and/or sphere of risk and/or on the basis of which execution of the agreement can no longer be required within reason, including (yet not restricted to) transport hindrance and contamination or a threat of contamination, operational failures, defects or damage to production means, strikes or similar actions, (whether or not attributable) failures on the part of third parties engaged by ALSO International, government measures as well as lack of raw materials, stagnation of the supply of raw materials or semifinished products.

3. Without prejudice to any other rights parties are entitled to, force majeure will give both parties the right to terminate the agreement for the part not yet executed, after the force majeure situation has continued for two months, all this without the parties being obliged to pay each other any compensation.

4. If ALSO International has partially met its obligations, it will be entitled to a proportional part of the agreed price on the basis of work already carried out and costs incurred.

Article 9 Transport

Shipping costs

1. ALSO International maintains the following terms as regards the (carriage paid) order limit and shipping costs. An order acceptance limit applies outside the BeNeLux countries and Germany. Orders that do not meet the set order acceptance limit cannot be delivered.

Region	Order acceptance	Carriage paid order limit	Shipping costs< carriage paid
Benelux	--	€ 450	€ 12.50
Germany	--	€ 450	€ 12.50
France	€ 1,000	€ 1,500	€ 25
UK	£ 1,000	£ 2,500	£ 25
Rest of Europe	€ 500	€ 5,000	€ 100

Drop shipment

2. A drop shipment fee is charged for shipments that have to be shipped to a different address than the agreed standard delivery address. An order acceptance limit also applies to drop shipments in certain areas.

Region	Order acceptance	Drop shipment fee
Benelux	--	€ 7.50
Germany	--	€ 7.50
France	€ 1,500	€ 25
UK	£ 1,000	£ 25
Rest of Europe	€ 500	€ 25

Order costs

3. ALSO International may charge a handling fee in specific cases. Special transport arrangements and additional services will lead to additional costs.

Article 10 Trademarks and packaging

ALSO International reserves the right to provide the goods and packaging with its own name and industrial trademark. Purchaser / client is not permitted to change or remove the trademarks or identifying marks affixed by ALSO International.

Article 11 Retention of title

1. All delivered goods remain the property of ALSO International until the moment where purchaser / client has met all its obligations – under this or previous deliveries - towards ALSO International. The goods may be reclaimed by ALSO International at once if purchaser / client has not met its obligations or ALSO International has a reason to assume that purchaser / client will not meet its obligations.

2. Purchaser / client is not entitled to alienate, rent out or give into use, to pledge the products in which ALSO International retains title or to encumber them in any other way. Resale in the framework of the normal business operations of purchaser / client is permitted if ALSO International has not notified purchaser / client in writing that it wishes to exercise its rights arising from the retention of title.

3. The retention of title is also stipulated for:

a. all costs to be incurred by ALSO International due to failure on the part of purchaser / client, which costs will be fixed at 10% of the purchase price left unpaid by purchaser / client, without prejudice to ALSO International's right to full compensation for the costs it has incurred;

b. resale loss suffered by ALSO International, that is to say the adverse difference between the purchase price left unpaid by purchaser / client and the price at which ALSO International sells the concerned goods to a third party.

Article 12 Applicable law and disputes

1. Dutch law exclusively applies to this contract. The applicability of the Vienna Sales Convention is explicitly excluded.

2. All disputes between parties will be settled by the court in Arnhem, insofar as these are part of the competence of this court, and the law has not declared another court competent to this end by obligatory provisions.

Filed with the Chamber of Commerce for Central Gelderland

Date:

Number: 09085944

RMA TERMS AND CONDITIONS

Article 1. Applicability

1.1 Unless explicitly agreed otherwise, these RMA Terms and Conditions apply to all offers, contracts of purchase and sale, and deliveries of all goods and services, which are put on the market and/or provided by ALSO International B.V., hereinafter also referred to as ALSO International. The other party of ALSO International will be further referred to as "purchaser/client".

1.2 The General Terms of Sale and Delivery of ALSO International, filed with the Chamber of Commerce for Central Gelderland under no. 09085944, are also applicable. A copy of these conditions shall be forwarded at no cost to the purchaser on demand or may be obtained via www.also-international.eu. In the event of conflict between any provisions set out in these RMA Terms and Conditions and the general conditions of sale and delivery, the latter shall prevail. Such conflict shall not affect the validity of the other provisions set out in these RMA Terms and Conditions.

1.3 These RMA Terms and Conditions include an RMA procedure arrangement for defective products (Article 2), incorrect orders and wrong deliveries (Article 3).

Article 2. Defective Products

General

2.1 For some of the products of a number of manufacturers, the purchaser/client or end-user can directly turn to the manufacturer to settle a guarantee claim for a defective product. This is usually the easiest and quickest way to receive an exchange/compensation.

2.1.1 Defective products of Samsung/Xerox must be directly reported to Samsung/Xerox by the purchaser/client or end-user. ALSO International shall not take back any of these products. Click [here](#) for more information and the contact details of Samsung. Click [here](#) for more information and the contact details of Xerox.

2.2 ALSO International uses the warranty period applied by the manufacturer for the products delivered. ALSO International shall, on demand, make available the warranty terms applied by the manufacturer.

2.3 The purchaser cannot rely on the warranty provisions if:

- a) the purchaser has neglected the products;
- b) the purchaser has made changes to the products or has had those made, which includes repairs that have not been performed by or on behalf of ALSO International or the manufacturer;
- c) purchaser has treated the products without due care and attention in any other way.

Procedure

2.4 To return defective products you must first apply for an RMA number by means of the online RMA form or the collective form. Both can be found on the website of ALSO International.

2.5 Each RMA application should be a maximum of 30 lines. Applications containing more lines shall not be addressed unless ALSO International has given its explicit consent for this in writing beforehand.

2.6 An RMA application should at least contain the following details:

- Product number
- Invoice number/packing slip number
- A clear description of the complaint (the indication "defective" or "out of order" is not enough and shall therefore not be dealt with).

2.7 Defective products can only be forwarded to the ALSO International ED in Bijsterhuizen, Wijchen after an RMA number has been allocated by ALSO International. This must take place within 5 working days. The RMA form must be attached in a clearly visible way to the outside of the transport packaging.

The return address is:
ALSO International B.V.
Bijsterhuizen 25-01
6604 LM WIJCHEN
The Netherlands

2.8 The costs of dispatch to ALSO International shall be at the expense of the purchaser. Unstamped shipments, shipments with no clearly visible RMA form or C.O.D. shipments shall not be accepted. The purchaser is personally liable for any damage and/or loss during transport to ALSO International.

2.9 After receipt of the defective goods, ALSO International shall check them according to the standards of the concerned manufacturer. If on checking it appears that the products do not meet these standards, ALSO International shall reserve the right to destroy the products and no credit note shall be issued. The purchaser shall receive a written notice of this. Returns shall be refused in the following cases:

- The returned product is completely used up;
- The warranty date of the return product has expired;
- The returned product has not been used;
- The returned product is not an original product;
- The returned product was delivered as set-up cartridge/toner with the purchased printer;
- The returned product is not stated on the RMA form issued by ALSO International.

2.10 Defective products, accepted by ALSO International, shall be credited subject to testing by the manufacturer. If the manufacturer still refuses a product, ALSO International shall reserve the right to correct the credit note by issuing a debit note.

Article 3. Incorrect order and wrong delivery

The return of non-defective products by purchaser may only occur if the following conditions are met:

3.1 An RMA application must be submitted through the online service form within three working days after receipt of the products (in case of an incorrect order/delivery) or within three calendar months after the invoice date (in case of a stock rotation request).

3.2 The products to be returned must be readily marketable and saleable as new, in undamaged and original packaging, unopened and without broken seals. Ordered products, which are combined or adjusted at the request of purchaser can never be returned (with the exception of incorrect deliveries by ALSO International).

3.3 In the event of non-compliance with the conditions referred to under 3.2, ALSO International shall reserve the right to destroy the products and no credit note shall be issued. The purchaser shall receive a written notice of this.

3.4 The RMA form must be attached in a clearly visible way to the outside of the transport packaging.

3.5 After authorisation by ALSO International in accordance with the above provisions, the wrongly ordered products/stock rotations must be forwarded to the following address within five working days:

ALSO International B.V.
Bijsterhuizen 25-01
6604 LM WIJCHEN
The Netherlands

3.6 Products for which an RMA number has been issued due to wrong delivery by ALSO International shall be collected by ALSO International's carrier. Products that are returned to ALSO International without an RMA number, C.O.D. shipments as well as unstamped shipments shall be refused.

3.7 A credit note shall be issued within fourteen working days after the products have been received and checked.

3.8 At least 10% restock charges shall be charged in the event of incorrect orders/stock rotation requests. The percentage of restock charges shall be determined by ALSO International and may, based on the offered product, differ for each RMA request.

Article 4 Exchange

If your RMA application is granted, ALSO International shall at all times grant a sum of money for the accepted products. ALSO International shall never exchange the returned product; you will therefore not automatically receive a new product. If you wish to receive a new product, you may submit a new order yourself.

PRIVACY STATEMENT

ALSO International guarantees that your personal information will be treated confidentially. Your information shall solely be used for the ordering, invoicing and delivery process of your orders. ALSO International will only share your information with third parties that are involved in the delivery process and will not use your information for any other (commercial) objectives without your permission. Our employees and third parties engaged by us, such as our carriers, are obliged to respect the confidentiality of your information.

Your information is used for the following purposes:

- Your (business) information is used for the ordering, invoicing and delivery process. To make the ordering process as easy and efficient as possible we save your business and order information – with your permission. As a result, we can display your personal information when you are logged in on our website.
- We use your email address to inform you of the developments of our website and of special offers and promotions. If you no longer appreciate this, you can unsubscribe from our website or follow the link in each of our emailings.
- If you respond to one of our promotions or competitions, we ask for your company name, name and email address. We use this information to carry out the promotion, to make the prizewinner(s) known, and measure the response to our marketing actions.

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