

GENERAL TERMS AND CONDITIONS Inventory Alarm

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[\(click here for the Dutch version\)](#)

Definitions

1. **Inventory Alarm:** Inventory Alarm, established in Utrecht under Dutch Chamber of Commerce no. 30220145.
2. **Customer:** the person with whom Inventory Alarm has entered into an agreement.
3. **Parties:** Inventory Alarm and customer together.
4. **Consumer:** a customer who is also an individual and who acts as a private person.

Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Inventory Alarm.
2. Parties can only deviate from these terms and conditions if they have expressly agreed in writing.
3. The parties explicitly exclude the applicability of additional and / or deviating general terms and conditions of the customer or third parties.

Prices

1. The price with regard to a service is determined by Inventory Alarm on the basis of the customer's additional turnover realized by Inventory Alarm as described on the pricing page <https://inventoryalarm.com/en/pricing> and <https://inventoryalarm.com/en/faq>.
2. Inventory Alarm has the right to adjust prices annually.
3. Prior to its adjustment, Inventory Alarm will notify the customer of price adjustments.
4. The consumer has the right to cancel the agreement with Inventory Alarm if he does not agree with the price increase.

Payment

1. Payment takes place using the payment methods offered by Inventory Alarm.
2. The invoices of the app for use on European Lightspeed webshops (eu1 cluster) are sent by e-mail via our payment partner eCurring, payment is done by direct debit (SEPA direct debit) or credit card.
3. For US/Canada/Australia based Lightspeed webshops (us1 cluster), the App is billed and fulfilled by Paddle.com using credit card or PayPal.
4. If the customer does not pay on time, Inventory Alarm may suspend its obligations until the customer has fulfilled his payment obligation.
5. If the customer is in default, he will also owe extrajudicial collection costs and any compensation to Inventory Alarm.
6. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs.
7. In case of liquidation, bankruptcy, seizure or moratorium on the part of the customer, the claims of Inventory Alarm on the customer are immediately due and payable.
8. If the customer refuses to cooperate with the implementation of the agreement by Inventory Alarm, he is still obliged to pay the agreed price to Inventory Alarm.

Right of suspension

Unless the customer is a consumer, the customer waives the right to suspend the performance of

any obligation arising from this agreement.

Settlement

Unless the customer is a consumer, the customer waives his right to set off a debt to Inventory Alarm against a claim on Inventory Alarm.

Guarantee

When the parties have entered into an agreement of a service nature, this only contains best efforts obligations for Inventory Alarm, not obligations to achieve results.

Execution of the agreement

1. Inventory Alarm will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Inventory Alarm has the right to have the agreed services (partially) performed by third parties.
3. The implementation of the agreement takes place in mutual consultation.

Provision of information by the customer

1. The customer makes all information, data and documents that are relevant for the correct execution of the agreement available to Inventory Alarm in a timely manner and in the desired form and in the desired manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if these originate from third parties, insofar as the nature of the agreement does not dictate otherwise.
3. If and insofar as the customer requests this, Inventory Alarm will return the relevant documents.

Duration of the agreement

1. The agreement between Inventory Alarm and the customer is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or the parties have explicitly agreed otherwise in writing.
2. If an agreement has been entered into for a definite period, it will be tacitly converted into an agreement for an indefinite period after the expiry of the period, unless 1 of the parties cancels the agreement with due observance of a notice period of 1 month, or a consumer the agreement cancels with due observance of a notice period of 1 month, the agreement will end by operation of law.
3. If the parties have agreed on a term for the completion of certain activities within the term of the agreement, this is never a strict deadline. If this term is exceeded, the customer must give Inventory Alarm written notice of default.

Termination of an agreement for an indefinite period

1. The customer can terminate an agreement that has been entered into for an indefinite period at any time with due observance of a notice period of 1 month.
2. A consumer has the right to terminate an agreement for an indefinite period with due observance of a notice period of 1 month.

Indemnification

The customer indemnifies Inventory Alarm against all claims from third parties related to the products and / or services supplied by Inventory Alarm.

Complaints

1. The customer must examine a product or service provided by Inventory Alarm as soon as possible for any shortcomings.
2. If a delivered product or service does not meet what the customer could reasonably expect from the agreement, the customer must inform Inventory Alarm of this as soon as possible, but in any case within 1 month after discovery of the shortcomings.
3. Consumers must inform Inventory Alarm of this within 2 months after discovery of the shortcomings.
4. The customer provides a detailed description of the shortcoming, so that Inventory Alarm is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this cannot in any case lead to Inventory Alarm being held to perform other work than agreed.

Notice of default

1. The customer must notify Inventory Alarm in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Inventory Alarm (on time).

Joint and several liability of customer

If Inventory Alarm enters into an agreement with several customers, each of them is jointly and severally liable for the full amounts that they owe to Inventory Alarm on the basis of that agreement.

Liability Inventory Alarm

1. Inventory Alarm is only liable for any damage suffered by the customer if and insofar as such damage is caused by intent or deliberate recklessness.
2. If Inventory Alarm is liable for any damage, it is only liable for direct damage resulting from or related to the performance of an agreement.
3. Inventory Alarm is never liable for indirect damage, such as consequential damage, loss of profit, missed savings or damage to third parties.
4. If Inventory Alarm is liable, this liability is limited to the amount that is paid out by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and / or (partial) dissolution of the agreement and / or suspension of any commitment.

Expiry period

Any right of the customer to compensation from Inventory Alarm expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of article 6:89 of the Dutch Civil Code.

Right to dissolution

1. The customer has the right to dissolve the agreement if Inventory Alarm culpably fails to fulfill its obligations, unless this shortcoming does not justify the dissolution in view of its special nature or minor significance.
2. If the fulfillment of the obligations by Inventory Alarm is not permanent or temporarily impossible,

dissolution can only take place after Inventory Alarm is in default.

3. Inventory Alarm has the right to dissolve the agreement with the customer if the customer does not fully or not timely fulfill his obligations under the agreement, or if Inventory Alarm has taken note of circumstances that give it good grounds to fear that the customer will not be able to properly fulfill its obligations.

Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by Inventory Alarm in the fulfillment of any obligation towards the customer cannot be attributed to Inventory Alarm in a situation independent of Inventory Alarm's will, as a result of which the fulfillment of his obligations towards the customer is wholly or partly prevented or as a result of which the fulfillment of his obligations cannot reasonably be expected of Inventory Alarm.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to -: a state of emergency (such as civil war, uprising, riots, natural disasters, etc.); defaults and force majeure on the part of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transportation problems, bad weather and work stoppages.
3. If a force majeure situation occurs as a result of which Inventory Alarm is unable to fulfill 1 or more obligations towards the customer, those obligations will be suspended until Inventory Alarm can meet them again.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Inventory Alarm does not owe any (damage) compensation in a situation of force majeure, even if it enjoys any advantage as a result of the force majeure situation.

Amendments to the agreement

If after the conclusion of the agreement for its implementation it appears necessary to amend or supplement its content, the parties will adjust the agreement accordingly in good time and in mutual consultation.

Changes to general terms and conditions

1. Inventory Alarm is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Inventory Alarm will discuss major substantive changes with the customer as much as possible in advance.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. Rights of the customer under an agreement between the parties cannot be transferred to third parties without the prior written consent of Inventory Alarm.
2. This provision applies as a clause with property law effect as referred to in Article 3:83, second paragraph, of the Dutch Civil Code.

Consequences of nullity or voidability

1. If one or more provisions of these general terms and conditions prove to be void or voidable, this will not affect the other provisions of these terms and conditions.
2. A provision that is invalid or voidable will in that case be replaced by a provision that comes closest to what Inventory Alarm had in mind when drawing up the conditions on that point.

Applicable law and competent court

1. Dutch law is exclusively applicable to every agreement between the parties.
2. The Dutch court in the district where Inventory Alarm is established / has a practice / office has exclusive jurisdiction to hear any disputes between the parties, unless the law prescribes otherwise.