
GENERAL TERMS & CONDITIONS – OTTOMANIA WHOLESALE

1. Definitions

In these Terms & Conditions:

- “Seller” refers to **OTTOMANIA WHOLESALE**, Haarlem, The Netherlands.
- “Buyer” refers to any natural or legal person purchasing goods from the Seller.
- “Agreement” refers to any contract between Seller and Buyer.

2. Applicability

1. These Terms & Conditions apply to all offers, quotations, orders, and agreements of the Seller.
2. Deviations are only valid if agreed in writing.
3. The applicability of the Buyer’s own terms is expressly rejected.

3. Company Details

OTTOMANIA WHOLESALE

Waarderweg 96
2031 BR Haarlem
The Netherlands

Tel: +31 23 7370426

Email: info@ottomania.nl

Chamber of Commerce (KvK): 62301683

VAT Number: NL854754672B01

4. Prices

1. All prices are stated in Euro (€) and **exclusive of VAT and other levies**.
 2. Prices are based on cost factors at the time of quotation. Seller reserves the right to adjust prices due to increases in material costs, transport costs, duties, or exchange rates.
 3. Prices are valid from **January 2026** unless otherwise stated.
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5. Minimum Order

The minimum order value is **€500.00 per order** (excluding VAT and shipping costs).

6. Payment Terms

1. Payment must be made **100% in advance**, unless otherwise agreed in writing.
 2. Orders will only be processed after full payment has been received.
 3. All payments must be made without deduction, discount, or set-off.
 4. In case of late payment, the Buyer is automatically in default and statutory commercial interest (EU Directive 2011/7/EU) may be charged, plus collection costs.
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7. Delivery and Risk

1. Delivery is **ex works (EXW) Haarlem, The Netherlands (Incoterms® 2020)**.
 2. Risk of loss or damage transfers to the Buyer at the moment goods are made available at the Seller's premises.
 3. The Buyer is responsible for customs clearance, and related costs.
 4. Delivery times are indicative only and do not constitute a strict deadline. Delays do not entitle the Buyer to compensation or cancellation.
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8. Retention of Title

1. All goods remain the property of the Seller until full payment has been received.
 2. The Buyer is not permitted to pledge or otherwise encumber the goods until ownership has transferred.
 3. The Buyer must store unpaid goods separately and clearly identifiable as property of the Seller.
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9. Inspection and Complaints

1. The Buyer must inspect the goods immediately upon receipt.
 2. Visible defects must be reported in writing within **5 working days** after delivery.
 3. Hidden defects must be reported within **5 working days** after discovery.
 4. Failure to notify within these periods constitutes acceptance of the goods.
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10. Returns and Refund Policy

1. **No returns are accepted without prior written approval** from the Seller.

2. Returns are only accepted in the following cases:
 - Incorrect goods delivered
 - Proven manufacturing defects
 3. Approved returns must:
 - Be requested within **5 working days** after delivery
 - Be unused, undamaged, and in original packaging
 - Include proof of purchase and reason for return
 4. Return shipping costs are:
 - Covered by the Seller only in case of incorrect delivery or confirmed defects
 - Otherwise borne by the Buyer
 5. The Seller reserves the right to:
 - Replace the goods, or
 - Issue a credit note (no cash refunds unless required by law)
 6. Returns sent without authorization may be refused.
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11. Liability

1. The Seller's liability is limited to the invoice value of the goods concerned.
 2. The Seller is not liable for indirect damages, including but not limited to loss of profit, loss of business, or consequential damages.
 3. Liability is excluded in cases of force majeure.
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12. Force Majeure

1. The Seller is not liable for failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to:
 - Natural disasters
 - Supply chain disruptions
 - Strikes or labor disputes
 - Government measures
 2. In such cases, obligations are suspended for the duration of the force majeure event.
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13. Intellectual Property

All intellectual property rights relating to the Seller's products, designs, and materials remain the exclusive property of the Seller and may not be reproduced without permission.

14. Governing Law and Jurisdiction

1. All agreements are governed by the laws of **The Netherlands**.
2. Any disputes shall be submitted to the competent court in the district where the Seller is established.

15. Amendments

The Seller reserves the right to amend these Terms & Conditions. The latest version applies to all new agreements.

16. Bank Details

Bank: Triodos Bank

Address: Utrechtseweg 44, 3704 HD Zeist, The Netherlands

IBAN: NL94TRIO0198363346

BIC: TRIONL2U