

General Terms and Conditions of Supply

Introduction

Like any other company, Technorama LLP, hereinafter referred to as Technorama, operates under General Terms and Conditions of Supply.

We deliberately try to write these terms in plain and understandable language. It is useful to know what we may expect from each other when you purchase a product from us, have equipment repaired, or use one of our online services.

These terms apply to agreements concluded with Technorama in writing, verbally or electronically, unless expressly agreed otherwise in advance.

Specific services may be subject to additional terms, such as a Fair Use Policy, Data Processing Agreement or specific subscription terms. Where this applies, we will inform you in connection with the relevant service.

Consumers always retain their statutory rights. Where any provision of these terms conflicts with mandatory consumer law, the applicable statutory provisions will prevail.

Products and Delivery

Prices

We try to display our prices as clearly as possible.

Prices offered to consumers are displayed in accordance with the applicable legal requirements, including VAT where required.

For business customers, prices may be displayed excluding VAT where this is clearly stated.

Shipping, installation, instruction, training or other additional services are only included where this is stated in the offer or agreement.

Prices may change, for example as a result of changes in purchase costs, taxes, transport costs or exchange rates. A price change will not affect an agreement that has already been concluded, unless otherwise agreed in advance or where this follows from the nature of an ongoing agreement.

Delivery

We make reasonable efforts to deliver products and services within the agreed period.

Where a delivery date is an estimate, we will indicate this clearly. If an agreed delivery is delayed, we will try to inform the customer as soon as reasonably possible.

The method of shipping and packaging is determined by Technorama unless otherwise agreed.

Any shipping charges will be disclosed in advance.

Warranty

Statutory Warranty

We believe that a product should simply do what you may reasonably expect from it.

Consumers therefore always have the benefit of the applicable statutory warranty and conformity rights.

Under Dutch law, there is no fixed general statutory warranty period. How long a product may reasonably be expected to function depends, among other things, on the type of product, its price, age, use and the information provided about the product at the time of purchase.

If a product fails during normal use earlier than could reasonably be expected, we will seek an appropriate solution in accordance with the applicable statutory warranty rules.

This may include repair, replacement or, where another solution is not possible or reasonable, a refund or price reduction.

Where a claim falls under the statutory warranty, the necessary work and costs will be handled in accordance with applicable law.

For consumers in other countries, any mandatory statutory guarantee or conformity rights that apply to them remain unaffected.

Additional or Manufacturer's Warranty

In addition to the statutory warranty, a product may be covered by an additional warranty provided by Technorama, the manufacturer or the supplier.

Such an additional warranty never limits the statutory rights of a consumer.

Separate warranty periods or warranty conditions may be agreed with business customers.

When Warranty Does Not Apply

A defect may fall outside the warranty where, for example, it has resulted from:

- incorrect or improper use;
- damage caused by dropping, impact, moisture or other external causes;
- normal wear and tear;
- failure to perform reasonably necessary maintenance;
- modifications or repairs that caused the defect;
- use contrary to clear technical instructions.

This does not mean that every repair carried out by a third party automatically causes all warranty rights to lapse. There must be a reasonable connection between the work performed and the defect for which warranty coverage is claimed.

Technical Service and Repairs

We repair, among other things, computers, notebooks, servers, peripherals and other technical equipment.

Small Repairs

Unless otherwise agreed, repairs which we reasonably expect to have a total cost not exceeding €35 may be carried out without a prior quotation.

If, during inspection, it becomes apparent that the repair will be significantly more expensive, we will contact you first, unless otherwise agreed in advance.

Inspection and Diagnosis

Inspection or diagnostic charges may be agreed for investigating a fault.

If no diagnostic charges were agreed and you decide not to proceed with the repair after our diagnosis, we will not subsequently impose unexpected diagnostic charges.

Shipping, delivery or other costs agreed in advance may still be charged.

Parts temporarily installed in a device solely for diagnostic or testing purposes may be removed again before the device is returned.

Replaced Parts

Where parts are replaced during a paid repair, the replaced parts may be retained by Technorama where this has been agreed in advance or where this is necessary for warranty handling with a manufacturer or supplier.

If you wish to receive replaced parts back, please discuss this with our technical service department in advance. In some cases this may not be possible because of an exchange or warranty procedure.

Equipment Not Collected

We ask customers to collect repaired or inspected equipment within a reasonable period.

If equipment remains uncollected for an extended period, we will first try to contact the customer.

Following prior notice, Technorama may charge reasonable storage costs and exercise any rights available under applicable law.

A product does not automatically become the property of Technorama merely because a certain period of time has passed.

Data and Backups

Devices submitted for repair or technical work may contain substantial amounts of personal or business data.

We handle such data with care.

However, it is important that you make a proper and up-to-date backup before submitting equipment to us, where this is still technically possible.

A defective hard drive, SSD, infected system or damaged file system may deteriorate further during normal diagnosis or repair. In some cases, recovery may only be possible by reinstalling a system or replacing storage media.

Where the nature of the work presents a risk to data, we will try to discuss this with you in advance where reasonably possible.

Technorama is not liable for loss of data to the extent that such loss cannot be attributed to Technorama or to the extent that liability may legally be limited.

This provision does not limit any liability that cannot be excluded under mandatory law.

Payment

Payment for Products and Services

Unless otherwise agreed, payment is due before delivery or at the time of delivery.

We accept the payment methods offered at the relevant time during the ordering process, on the invoice or for the relevant service. Business customers may be allowed to purchase on account.

Technorama may apply a credit limit for deliveries on account. Unless otherwise agreed, this limit is a maximum of €500.

Once the credit limit has been reached, new deliveries may be postponed until sufficient credit becomes available.

Advance Payments by Consumers

Where advance payment is requested for goods that have not yet been delivered, we will take into account the statutory rules that apply.

Where the law gives a consumer the right to pay part of the purchase price only after delivery, those rights remain fully applicable.

Payment Term

The applicable payment term is stated on the invoice or agreed in advance.

For business agreements, we observe the applicable statutory rules concerning payment terms.

Where no other valid payment term has been agreed, a payment term of 30 days may be applied.

Late Payment

We understand that an invoice can sometimes be overlooked. For that reason, when payment is overdue, we will normally first try to contact the customer in a reasonable manner.

If payment is not received on time, we may send a payment reminder.

For consumers, we follow the applicable statutory procedure before collection costs are charged. This includes giving the consumer any legally required opportunity to pay without collection costs.

If payment is still not received after that period, statutory interest and reasonable extrajudicial collection costs may become payable in accordance with the applicable legal rules.

Business customers may also be charged statutory commercial interest and reasonable collection costs when payment remains outstanding after the agreed payment term has expired.

Payment Difficulties

If you are temporarily experiencing payment difficulties, please contact us.

Where circumstances permit, we may offer a payment arrangement. We are not obliged to do so, but we would rather try to find a reasonable solution together than unnecessarily initiate debt collection proceedings.

A payment arrangement applies only to the amounts included in that arrangement. New invoices for ongoing services must continue to be paid normally, unless expressly agreed otherwise.

If an agreed payment arrangement is not complied with, the remaining amount may become immediately due again.

Suspension of Services Due to Non-Payment

Where invoices remain unpaid despite reminders and a reasonable opportunity to make payment, Technorama may suspend further deliveries or services where legally permitted.

We will try to take into account the nature of the service and the possible consequences for the customer.

For hosting and online services, access may ultimately be restricted or a service may be terminated where payment obligations are repeatedly or structurally not met.

Reconnection or reactivation charges may be applied where these were agreed in advance and are reasonable.

Domain Names

A domain name and a hosting service are not necessarily the same thing from either a legal or technical perspective.

An outstanding invoice may result in a hosting service being suspended in accordance with the applicable agreement, but we will not withhold a domain transfer authorisation code in violation of the rules of the relevant domain registry.

Any outstanding payment obligations remain due after a domain name has been transferred.

Direct Debit

Where direct debit is available for a service, the customer may authorise Technorama to collect amounts due automatically.

The invoice or related documentation will clearly indicate what the collected amount relates to.

Direct debit transactions are also subject to the rules and conditions of the relevant bank and payment system.

If a customer reverses a direct debit while the relevant invoice remains valid and payable, the obligation to pay that invoice continues to exist.

Online Payment Methods

Technorama may offer various payment methods, such as bank transfer, iDEAL, PayPal or other online payment methods.

We determine which payment methods are available at any particular time.

Where legally permitted charges apply to a payment method, these will be clearly disclosed in advance and will not exceed the amount permitted by law.

We do not charge consumers a separate transaction fee for debit card payments.

Payment with Cryptocurrency

Where Technorama offers payment using cryptocurrency, the payment process will specify which currencies are accepted and how their value is determined.

The value of cryptocurrency can fluctuate significantly. The exchange rate determined by the offered payment method at the time of payment will apply to that transaction.

Technorama may determine for which products or services cryptocurrency payments are available and may change the range of accepted currencies.

Any additional terms will be disclosed before payment is made.

Retention of Title

For business customers, goods supplied by Technorama remain the property of Technorama until the amounts due for those goods have been paid in full, to the extent that such retention of title may validly be agreed.

Until full payment has been made, the customer may not use or transfer those goods in a way that prejudices Technorama's rights.

Mandatory statutory rules remain applicable to consumers.

Subscriptions and Ongoing Services

Subscriptions or ongoing agreements may be concluded for hosting, cloud products, software, telecommunications and other services.

When the service is ordered, we will state:

- the price;
- the duration;
- how often it is invoiced;
- how the service may be cancelled;
- any applicable notice period.

For consumers, we comply with the applicable statutory rules governing duration, renewal and cancellation.

Specific technical usage rules may be included in a separate Fair Use Policy.

Distance Purchases and Withdrawal Period

Where a consumer concludes an agreement through the internet, by telephone or through another form of distance selling, a statutory withdrawal period may apply.

Where such a right applies, the consumer will receive information before or at the time the agreement is concluded about the withdrawal period and how it may be exercised.

Certain products and services are subject to statutory exceptions.

Where a consumer expressly asks for a service to begin during the withdrawal period, payment may be due in accordance with applicable law for the part of the service already provided if the agreement is subsequently withdrawn.

More detailed information is provided in our separate Right of Withdrawal Policy.

Fair Use

Our separate Fair Use Policy may apply to hosting and other shared server services.

The basic principle is simple: normal use will not be unnecessarily restricted.

However, where a website, script or other application uses so much capacity that it adversely affects other users or our infrastructure, we will first try to find a reasonable solution.

In cases involving an urgent security issue or serious misuse, we may take immediate action where necessary.

Privacy and Personal Data

Technorama processes personal data in accordance with applicable privacy legislation.

Further information about how we process personal data is provided in our Privacy Policy.

Personal data is shared with third parties only where this is necessary for the performance of an agreement, required by law, or supported by another valid legal basis.

Where Technorama processes personal data on behalf of a customer and acts as a processor, our Data Processing Agreement may also apply.

We do not process more personal data than is reasonably necessary for the relevant purpose.

Some data cannot be deleted immediately where a statutory retention obligation applies, for example to certain parts of our financial administration.

Confidentiality

During repairs, hosting, technical management or other activities, Technorama employees may occasionally gain access to customer information.

We treat such information as confidential.

Information will not be disclosed publicly or provided to third parties without a valid reason.

Where additional confidentiality is required for a specific assignment, a separate non-disclosure agreement may be concluded.

Confidentiality obligations do not apply where Technorama is legally required to disclose information to a competent authority.

Liability

We make reasonable efforts to provide products and services carefully and professionally.

Where Technorama demonstrably fails to meet its obligations and direct loss results, our liability will be assessed in accordance with applicable law and the agreements made with the customer.

For business customers, liability may, to the extent permitted by law, be limited to the amount charged for the relevant delivery or service or to the amount paid by our liability insurer in the relevant case.

Any limitation of liability does not apply where liability cannot be excluded or limited under mandatory law.

We are not liable for indirect loss arising from circumstances outside our reasonable control, such as consequential loss resulting from failures of external infrastructure, unless the law provides otherwise.

Business customers are expected to take appropriate measures to limit loss, including maintaining current backups where reasonably possible.

Force Majeure

There may be circumstances outside our control that temporarily prevent us from delivering, or from delivering on time.

Examples include major power or network outages, supplier failures, fire, natural disasters, war, government measures or other circumstances over which we cannot reasonably exercise control.

Where such a situation occurs, we will try to limit the consequences as far as reasonably possible and keep the customer informed.

If such circumstances continue for an extended period, the rights available to both parties under applicable law and the relevant agreement will apply.

Complaints

If you are not satisfied with a product, repair, service or invoice, please let us know.

We prefer to resolve problems directly and in consultation with the customer.

Complaints may be sent to:

info@technorama.nl

Where possible, please include the relevant invoice number, order number, repair number or customer number.

Copyright and Intellectual Property Rights

Software, documentation, text, images and other materials may be protected by copyright or other intellectual property rights.

Further information can be found in our separate Copyright and Intellectual Property Rights Policy.

Applicable Law

Agreements with Technorama LLP are governed by Dutch law, unless mandatory applicable law provides otherwise.

For consumers, this choice of law does not deprive them of protection granted by mandatory provisions of law that apply to them.

We will first try to resolve disputes directly between the parties.

If this is unsuccessful, disputes may be submitted to the competent court in accordance with the applicable legal rules.

Validity of These Terms

If any provision of these terms is found to be invalid or unenforceable, this does not automatically affect the validity of the remaining provisions.

The relevant provision will, as far as possible, be replaced by a valid provision that reflects the original purpose as closely as possible.

These terms are made available before or at the time the agreement is concluded so that the customer can review and retain them.

Contact Details

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