



## Contact Information

CIT B.V., a private limited liability company registered in the Netherlands under **KVK number 80962726**, with its registered office at **Hofplein 20, 3032AC Rotterdam, the Netherlands**, also operates under the trade name **oraimo**.

### CIT B.V.

- **Company:** CIT B.V.
- **Address:** Hofplein 20, 3032AC Rotterdam, The Netherlands
- **Website:** [www.citbv.nl](http://www.citbv.nl)
- **Email:** [info@citbv.nl](mailto:info@citbv.nl)
- **VAT Number:** NL861869539B01
- **Contact Person:** Ilie Nijiberschi, Phone: +31 6 13 08 81 75

CIT B.V. is the **official distributor of the oraimo brand in Europe** and sells products under the brand oraimo as well as other brands it distributes.

All online sales and marketplace transactions **are** legally concluded with CIT B.V. as the seller, regardless of the platform used.

Products benefit from the applicable **manufacturer's** warranty and the terms described in these General Terms and Conditions.



# GENERAL TERMS AND CONDITIONS OF CIT B.V.

Last Update: April 2025

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## **1. Applicability and Definitions**

1.1 These General Terms and Conditions apply to all offers, agreements, and contracts made by CIT B.V. for the provision of goods, services, software, advice, and any related services.

1.2 Any deviations from or additions to these General Terms and Conditions will only be valid if confirmed in writing by CIT B.V.

1.3 Any conflicting terms and conditions provided by the Customer are expressly excluded, unless agreed otherwise in writing by CIT B.V.

1.4 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in effect.

## **2. Contract Formation**

2.1 All offers, quotes, and other communications from CIT B.V. are non-binding unless otherwise stated. Contracts are only concluded when accepted in writing by the Customer.

2.2 A new offer from CIT B.V. supersedes all previous offers. General documentation, such as catalogs, brochures, and price lists, are for informational purposes only and are not binding.

2.3 Any obvious errors or mistakes in an offer may be corrected by CIT B.V. and are binding upon correction.

2.4 The Customer is responsible for the accuracy and completeness of the information provided to CIT B.V. for the purpose of contract formation.

## **3. Pricing and Payment Terms**

3.1 Prices provided by CIT B.V. are exclusive of VAT and other taxes unless specified otherwise.

3.2 Payment terms stated on CIT B.V.'s invoices are binding. Late payments will incur statutory interest without the need for a formal demand.

3.3 CIT B.V. reserves the right to charge additional costs, including travel expenses, accommodation, and special work-related costs, unless otherwise agreed in writing.



#### **4. Contract Duration and Termination**

4.1 Contracts are automatically renewed for the term initially agreed upon unless terminated by the Customer in writing.

#### **5. Retention of Ownership**

5.1 Ownership of goods delivered to the Customer will remain with CIT B.V. until full payment, including interest and costs, is received.

5.2 The Customer is prohibited from selling, pledging, or otherwise encumbering goods still under CIT B.V.'s ownership.

5.3 CIT B.V. reserves the right to retain possession of goods or materials until all amounts owed by the Customer are settled.

#### **6. Customer Cooperation and Information Obligations**

6.1 The Customer agrees to provide all necessary information and data required for the execution of the contract and guarantees the accuracy of such information.

6.2 The Customer must allow CIT B.V. access to locations required for fulfilling the contract.

6.3 If the Customer fails to provide necessary information or access, CIT B.V. reserves the right to suspend contract.

#### **7. Cancellation and Suspension of Services**

7.1 CIT B.V. may cancel or suspend partnership if the Customer fails to meet its contractual obligations. In such cases, CIT B.V. will not be liable for any resulting damages.

7.2 CIT B.V. may cancel a contract immediately if the Customer becomes insolvent, applies for bankruptcy, ceases operations, or is otherwise unable to meet its obligations.

7.3 Any invoices issued before cancellation remain due in full.

#### **8. Liability and Limitation of Liability**

8.1 CIT B.V.'s liability is limited to direct damages arising from attributable failures to perform.

8.2 CIT B.V. is not liable for indirect or consequential damages, including loss of profits, data, or business opportunities.

8.3 Any claim for damages must be reported to CIT B.V. within one month of its occurrence to be valid.

#### **9. Force Majeure**



9.1 CIT B.V. is not liable for delays or non-performance due to force majeure events, including natural disasters, strikes, or supply chain disruptions.

9.2 If a force majeure event persists for more than ninety days, either party may terminate the contract without further obligation.

## **10. Intellectual Property and Copyright**

10.1 CIT B.V. retains all intellectual property rights to products and services developed or provided.

10.2 The Customer is granted a non-transferable right to use CIT B.V.'s products, but may not alter or disclose them without prior written consent.

## **11. Confidentiality**

11.1 Both CIT B.V. and the Customer are obliged to maintain confidentiality regarding all proprietary or confidential information exchanged under the contract.

11.2 The Customer must treat all access codes and credentials provided by CIT B.V. as confidential.

## **12. Privacy and Data Protection**

12.1 CIT B.V. processes personal data in compliance with applicable laws. The Customer indemnifies CIT B.V. against any claims arising from data handling issues.

12.2 The Customer is responsible for ensuring that its use of CIT B.V.'s services complies with data protection regulations.

## **13. Delivery, Acceptance, and Risk Transfer**

13.1 Delivery dates are estimated and not binding. Risk transfers to the Customer upon delivery or, if applicable, upon installation.

13.2 The Customer is responsible for inspecting goods upon delivery and reporting any defects immediately.

## **14. Product Returns**

14.1 Unused products may be returned within three days of delivery, in original packaging, upon issuance of an RMA number by CIT B.V.

14.2 A restocking fee of 15% will be charged for all returns, with a minimum fee of EUR 35.

## **15. Warranty and Support**

15.1 CIT B.V. provides a warranty on products as specified by the product manufacturer.

15.2 Warranty does not cover damage resulting from misuse, unauthorized modifications, or external factors.



## 16. Service Provision

16.1 Services provided by CIT B.V. are delivered on a 'best efforts' basis. CIT B.V. is not liable for the outcome of any advice provided.

16.2 Unless explicitly stated in a Service Level Agreement, CIT B.V. does not guarantee ongoing support or maintenance.

## 17. Staffing and Secondment

17.1 If CIT B.V. provides support staff to the Customer, these services are subject to separate terms, including applicable rates and limitations.

17.2 The Customer is responsible for providing a safe and compliant work environment for CIT B.V. employees working on site.

## 18. Product Buyback and Recycling

18.1 CIT B.V. may offer a buyback option for used products, subject to inspection and compliance with predetermined specifications.

18.2 The Customer is responsible for the transport and delivery of products offered for buyback.

## 19. Special VAT and Sanction Country Provisions

### 19.1 VAT Compliance and Trade Legitimacy

All customers, partners, and third parties engaging with CIT B.V. must ensure compliance with all applicable VAT regulations and trade laws, including but not limited to:

1. **VAT Registration and Filings:** Maintaining accurate VAT registration and fulfilling all tax obligations in accordance with EU and local regulations.
2. **Legitimate Trade Practices:** Possessing the necessary rights, licenses, and authorizations to conduct business activities.
3. **Fraud Prevention:** Abstaining from fraudulent activities, including tax evasion, misrepresentation, or illegal business practices.
4. **Principles of Good Governance:** Conducting business responsibly, ethically, and with due diligence as prudent operators.

### 19.2 Indemnity Against Non-Compliance

The Customer agrees to indemnify and hold harmless CIT B.V., its directors, employees, and affiliates, from and against any claims, liabilities, penalties, or damages arising from:

1. The Customer's failure to comply with VAT, tax, or trade regulations.
2. Engagement in fraudulent or illegal activities.
3. Non-compliance with EU rules or other regulatory requirements.

CIT B.V. shall not be held liable for any direct or indirect consequences resulting from the Customer's non-compliance with such obligations.

### 19.3 Verification of Compliance

CIT B.V. reserves the right to request proof of compliance, including:

1. Valid VAT registration numbers.



2. Relevant trade licenses or authorizations.

3. Documentation evidencing adherence to legal and regulatory requirements.

Failure to provide such proof upon request may result in the suspension or termination of services or contracts.

#### **19.4 Delivery and Regulatory Restrictions**

CIT B.V. may refuse to deliver products or services to Customers if:

1. The Customer is under investigation for fraudulent or non-compliant activities.
2. The Customer fails to provide satisfactory evidence of compliance with applicable regulations.
3. The requested delivery arrangement violates EU trade rules or creates compliance risks for CIT B.V.

#### **19.5 EU Trade and Sanction Compliance**

CIT B.V. strictly adheres to EU trade regulations and sanctions. Customers must ensure their transactions do not involve:

1. Sanctioned entities, individuals, or countries.
2. Products or services that contravene EU trade or regulatory laws.

Any breach of these terms may result in immediate termination of the contract and potential legal action.

### **20. Final Provisions**

20.1 All contracts between CIT B.V. and the Customer are governed by Dutch law.

20.2 Any disputes arising from or related to these Terms will be submitted to the competent court in Rotterdam, The Netherlands.