

General Terms and Conditions – IoTOverview

Article 1 – Definitions

1. **IoTOverview:** the company operating under the name IoTOverview, registered at the Dutch Chamber of Commerce under number 96497297, based in Spinveld 25, Breda, email: info@iotoverview.com / sales@iotoverview.com .
2. **Customer:** any natural or legal person purchasing products or services from IoTOverview.
3. **Webshop:** the online platform operated by IoTOverview at www.iotoverview.com, offering products for sale.
4. **Products:** all hardware, software, or related items offered via the webshop.
5. **Services:** all project-based services such as consultancy, installation, custom software development, and system integration.
6. **Agreement:** any contractual relationship between IoTOverview and the customer regarding products or services.
7. **Consumer:** a customer who is a natural person and not acting in the course of a business or profession.

Article 2 – Applicability

1. These terms and conditions apply to all offers, orders, deliveries, and agreements made by or with IoTOverview, including webshop purchases and project-based services.
2. Deviations are only valid if agreed upon in writing.
3. By placing an order or signing a project agreement, the customer accepts these terms.

Article 3 – Webshop & Project Services

1. IoTOverview sells products through its webshop and offers services on a project basis.
2. Webshop orders are governed by the terms for products, including return and warranty policies.
3. Project-based services are subject to specific agreements concerning scope, execution, and payment milestones.

Article 4 – Prices and Payment

1. All prices are in euros and exclude VAT unless otherwise stated.
2. **Webshop:** payment is required **in full at the time of purchase** using the available online payment methods.
3. **Projects:** payment is made in the following installments:
 - 50% upon confirmation of the assignment;



- 40% at the start of implementation;
 - 10% upon final delivery.
4. In case of delayed payment, IoTOverview reserves the right to suspend delivery or services.
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Article 5 – Product Delivery

1. IoTOverview aims to deliver products within the stated timeframe, but delivery times are indicative.
 2. Delivery is made to the shipping address provided by the customer.
 3. Risk of loss or damage transfers to the customer upon delivery.
 4. If delivery is no longer possible, the customer is entitled to a full refund.
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Article 6 – Returns (Webshop – Consumers)

1. Consumers may return purchased products within **14 days** of receipt without giving any reason (right of withdrawal).
 2. Returned products must be in original condition and packaging.
 3. **Return shipping costs are borne by the consumer**, unless the product was faulty or incorrectly delivered.
 4. Refunds will be made within 14 days of receiving the returned product.
 5. The right of withdrawal does not apply to custom-made products or opened software/licenses.
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Article 7 – Warranty

1. All products sold by IoTOverview come with a **1-year warranty** from the date of purchase, unless otherwise stated.
 2. The warranty covers material or manufacturing defects under normal use.
 3. Damage caused by misuse, external factors, or unauthorized modifications is not covered.
 4. If a product fails within the warranty period, IoTOverview will repair or replace it. If this is not possible, a partial or full refund may be issued.
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Article 8 – Project-Based Services

1. The content and timeline of project work are defined in a signed quote or project agreement.

2. IoTOverview commits to carrying out the service to the best of its abilities.
 3. The customer must provide necessary information, access, and cooperation in a timely manner.
 4. Any changes during the project may result in adjustments to cost and deadlines.
 5. After delivery, the customer has 10 working days to report any issues or defects.
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Article 9 – Liability

1. IoTOverview is only liable for direct damages resulting from a proven breach of contract.
 2. Liability is limited to the amount invoiced for the specific product or service.
 3. IoTOverview is not liable for indirect, consequential, or loss-of-profit damages.
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Article 10 – Intellectual Property

1. All intellectual property rights related to products, software, documentation, or services remain with IoTOverview or its licensors.
 2. The customer receives a non-transferable license for the agreed use only.
 3. It is not permitted to copy, share, or resell provided software, documentation, or concepts without written permission.
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Article 11 – Privacy

1. IoTOverview processes personal data in accordance with the General Data Protection Regulation (GDPR).
 2. More information can be found in the privacy policy at www.iotoverview.com/en/algemene-voorwaarden/.
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Article 12 – Governing Law and Disputes

1. All agreements are governed by Dutch law.
2. Disputes will be resolved through mutual consultation where possible.
3. If no resolution can be reached, disputes will be submitted to the competent court in the district where IoTOverview is established.