

Company liability

K.B Voltservice (hereinafter referred to as KBVS) carries out work for the client (hereinafter referred to as OG). If damage is caused during the work to items that are directly related to the execution and are caused by employees of KBVS, KBVS is liable for the damage. Damage caused by third parties who have carried out work on installations carried out by KBVS cannot be recovered. Third parties hired by KBVS or by OG to carry out work cannot be recovered from KBVS either; this can be recovered from the installer in question.

Payment and working method

When requesting a quote, it is requested to pay 1/3 of the quote in advance before the work is scheduled and carried out. When the quote is approved, the 1/3 part will be transferred to the account number of KBVS before the due date of the quote, stating the quote number.

OG will find the amount to be paid at the bottom left of the quote when it is approved. After receipt of this, a contact moment will follow to schedule the work.

The quote states the estimated costs. In general, the product costs are the same as they are later stated on the invoice. Any printing errors reserved. If there is a price change, OG will find this on the final invoice that OG receives after execution.

The number of working hours is also an estimate. In practice, this can be more or less. OG will also find this on the final invoice.

Fewer working hours will be deducted from the final invoice.

The invoice is always binding. It states the final amount to be paid that OG must pay within 14 days after the date of the invoice. Unless otherwise agreed with OG.

The amount to be paid has already been deducted from this. OG will clearly state this on the invoice.

If payment of the remainder of the invoice is not made. OG will first receive 2 reminders. If payment is still not made after these reminders, KBVS will take legal action, all costs incurred will then be for OG.

Breakdown rates

For breakdowns we charge standard call-out charges calculated from our business address on top of the hourly rate that is invoiced per quarter.

Call-out charges excluding VAT:

0-5 km €13.75

6-10 km €22.50

11-15 km €31.25

16-20 km €40.00

21-25 km €48.75

26-30 km €57.50

After 30 km, €1.00 is added per kilometre driven.

Standard hourly rate: €52.50 excluding VAT

Breakdowns after 20:00 will be scheduled the following working day.

Retention of title

Goods remain the property until the invoice has been paid in full by OG. Unless otherwise agreed.

Warranty

OG has a 1-year warranty on services provided by KBVS after installation on the services provided by KBVS, products themselves are not covered by this. These have a different warranty period from the supplier and factory. Defects within one year after installation are covered by the warranty, unless KBVS can demonstrate that the fault lies with OG or third parties.

In the event of negligence by OG, KBVS is not liable, such as poor maintenance or no suitable location for the installed. For example, leaking and damp space that was not known at the time of installation and occurred afterwards and was not addressed, old installations that cannot be checked, as well as growing roots underground that can damage underground cables.

Defects after 1 year after installation are not covered by the warranty.

Please note! In the event of an adjustment to an already installed installation carried out by third parties, KBVS is not liable for damage or defects that have occurred after work has been carried out by KBVS.

If during installation it appears that goods are defective due to transport, for example, they will be replaced free of charge.

Warranty period for products varies per product. This warranty period is known to KBVS. In the event of a product defect within the supplier's warranty period, KBVS can replace the product free of charge. This excludes working hours.

If the product is no longer available within the warranty period, KBVS will offer an alternative.

Terms of delivery

The services to be delivered will be scheduled as soon as possible, depending on the products ordered. If there is a delivery time for certain products, OG will be informed of this. In consultation with OG, it will then be decided to install the available products or to wait until the delivery is complete.

During busy periods, it may happen that the service to be delivered is scheduled later in the year. Unfortunately, this cannot be prevented, there is then a waiting list on which OG is placed. Unless there is a service involved. In this case, OG can expect a response to the report within 24 hours.

Force Majeure Clause

In the event of force majeure due to circumstances in which ordered products/services cannot be delivered, KBVS is not liable for delayed work/costs that third parties incur as a result. However, KBVS will do everything in its power to find a suitable solution as soon as possible.

In the event of force majeure due to weather conditions, as issued by the KNMI code orange and red, work outside will be postponed. Work will also be postponed at temperatures below zero or above 28 degrees, when work is carried out outside. Work in heated spaces is always carried out in principle.

Safety

Safety is paramount and very important. KBVS ensures a safe environment and pays attention to all kinds of important matters. Switching off installations before work is carried out and a tidy workplace.

All our employees have a VCA basic or VOL certificate and follow these guidelines. The necessary PPE (personal protective equipment) is also used.

In the event of unsafe situations caused by OG or third parties, a warning will be issued. If this is not improved, work will be halted and only resumed under safe conditions. In the event of unsafe situations caused by a defect or malfunction, KBVS will ensure that the installation is left safe and that the necessary measures are taken. This may include switching off and securing groups in the fuse box or products. This is always done in consultation with OG and is locked by means of LOTO procedure.

General terms and conditions drawn up in January 2023. Edited May 2023