General Terms and Conditions | Glider-Equipment B.V.

ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, always starting with a capital letter, are used in the following sense.

1. Glider-Equipment: the private limited company Glider-Equipment B.V., also trading under the name Glider Pilot Shop, the user of these general terms and conditions, established at Bredasebaan 4, 4744 RZ in Bosschenhoofd, registered in the Commercial Register under Chamber of Commerce number 20078670.
2. Customer: any natural or legal person with whom Glider-Equipment has concluded or intends to conclude an Agreement.
3. Consumer: a Customer, a natural person not acting for purposes falling within their trade, business, craft, or professional activity.
4. Parties: Glider-Equipment and the Customer jointly.
5. Agreement: any agreement between Parties under which Glider-Equipment has committed itself towards the Customer to the sale and delivery of Products, the rental of items, the delivery of Digital Content, and/or the performance of Work.
6. Distance Agreement: an Agreement concluded between Glider-Equipment and a Consumer within the framework of an organized distance contract-signing system without simultaneous physical presence of Glider-Equipment and the Consumer, and where, up to and including the moment of concluding the Agreement, exclusive use is made of one or more means of distance communication, such as when the Agreement is concluded directly via a webshop of Glider-Equipment (https://glider-equipment.com or https://gliderpilotshop.com) by the Consumer. An Agreement is thus not a Distance Agreement if Glider-Equipment does not use an organized distance contract-signing system, for example, if the Consumer looks up Glider-Equipment's contact details online and subsequently concludes an Agreement by phone or e-mail.
7. Products: the movable property to be sold and delivered by Glider-Equipment to the Customer under an Agreement, which may include both new and used items.
8. Customized Product: a Product manufactured or adapted according to specifications provided by the Customer, such as cables assembled in accordance with dimensions or other specifications provided by the Customer.
9. Rented Item: any movable property rented out by Glider-Equipment to the Customer under an Agreement, including any parts, accessories, and appurtenances belonging thereto.
10. Digital Content: data produced and delivered in digital form, which may include software codes, license codes, and other digitally deliverable products.
11. Work: the work to be carried out by or on behalf of Glider-Equipment under the Agreement, which may include performing software or firmware updates or upgrades on equipment supplied by the Customer.
12. Gift Voucher: a physical or digital voucher or code issued by Glider-Equipment that can be redeemed at Glider-Equipment during its applicable validity period.
13. In Writing: written communication, communication by e-mail, or any other mode of communication that, considering the current state of technology and common practice, can be equated with it.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer made by Glider-Equipment, every Agreement, and all legal relationships arising therefrom between the Parties.
2. These general terms and conditions also apply to Agreements for the execution of which Glider-Equipment engages third parties.
3. The applicability of any general terms and conditions of the Customer is explicitly rejected.
4. Deviations from these general terms and conditions can only be made explicitly and In Writing. If and to the extent that what the Parties have explicitly agreed In Writing deviates from the provisions of these general terms and conditions, what the Parties have explicitly agreed In Writing shall prevail.
5. The invalidity or voidability of one or more provisions of these general terms and conditions or the Agreement as such shall not affect the validity of the remaining provisions. In such a case, the Parties are obliged to enter into mutual consultations in order to agree on a replacement provision. In doing so, the purpose and intent of the original provision shall be taken into account as much as possible.

ARTICLE 3. | OFFER AND CONCLUSION OF AGREEMENTS

1. Every offer from Glider-Equipment to enter into an Agreement is without obligation. Glider-Equipment may revoke its offer immediately, or at least as soon as possible after acceptance thereof by the Customer.
2. Obvious errors, mistakes, and clerical errors in an offer from Glider-Equipment, including incorrect price, stock, product, or other statements on a website or in other commercial communications, do not bind Glider-Equipment.
3. Without prejudice to paragraph 1, every Agreement is concluded at the moment that the offer from Glider-Equipment is accepted by the Customer in the manner designated by Glider-Equipment, if any. If the Customer's acceptance deviates from Glider-Equipment's offer, the Agreement shall not be concluded in accordance with this deviating acceptance, unless Glider-Equipment indicates otherwise.
4. If Glider-Equipment provides the Customer with a Written confirmation following a verbally or telephonically concluded Agreement, that confirmation shall be deemed to correctly and completely reflect the Agreement, unless the Customer has submitted a reasoned complaint In Writing within two business days after receiving the confirmation.
5. If the Agreement is concluded electronically, Glider-Equipment shall confirm the conclusion thereof electronically as soon as possible.
6. If the Customer concludes the Agreement in the name of another natural or legal person, the Customer declares by entering into the Agreement to be authorized to do so. The Customer is jointly and severally liable alongside this other (legal) person for the fulfillment of the obligations under the Agreement if and to the extent that the Customer acted without authorization on behalf of this other (legal) person.

ARTICLE 4. | RIGHT OF WITHDRAWAL IN DISTANCE AGREEMENTS

1. Subject to the provisions in the remainder of this article, the Consumer is entitled to withdraw a Distance Agreement without giving reasons within the applicable statutory period. In the case of a consumer purchase, this period is 14 days and commences on the day after the Consumer, or a third party designated in advance by him other than the carrier, has received the Product. In the case of rental and Work, this period is 14 days and commences on the day after the conclusion of the Agreement.

Rental and Work

2. Performance of a Distance Agreement concerning rental or Work within the reflection period shall only take place at the explicit request of the Consumer.
3. If the Consumer has requested in accordance with the preceding paragraph to commence the performance of the Agreement during the reflection period and subsequently exercises his right of withdrawal within the reflection period, the Consumer shall owe Glider-Equipment an amount proportionate to the portion of the Agreement that has been fulfilled by Glider-Equipment at the time the Consumer exercises the right of withdrawal.
4. The Consumer no longer has a right of withdrawal if the Agreement regarding rental or Work has been fully performed within the reflection period, provided that:
   a) the performance has begun with the explicit prior consent of the Consumer; and
   b) the Consumer has declared that he waives his right of withdrawal once Glider-Equipment has fully performed the Agreement.

Digital Content

5. The Consumer has no right of withdrawal with respect to the supply of Digital Content not supplied on a tangible medium, if:
   a) the performance of the Agreement has begun with the explicit prior consent of the Consumer;
   b) the Consumer has declared that he thereby waives his right of withdrawal; and
   c) Glider-Equipment provides the Consumer with a confirmation of the concluded Agreement and the aforementioned declaration.

Consumer Purchase

6. The Consumer has no right of withdrawal, without prejudice to other grounds excluded by law, in the case of:
   a) the delivery of Products manufactured according to specifications of the Consumer, which are not prefabricated and are manufactured on the basis of an individual choice or decision of the Consumer, or which are clearly intended for a specific person. All Customized Products are therefore excluded from the right of withdrawal;
   b) the delivery of Products that are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery.
7. During the reflection period, the Consumer must handle the Products and their packaging with care. The Consumer may only unpack or use the Products to be returned to the extent necessary to assess their nature and characteristics. The starting point here is that the Consumer may only handle and inspect the Products as he would be allowed to do in a physical store.
8. If the Consumer exercises his right of withdrawal, he must return the Products with all supplied accessories and, as far as reasonably possible, in their original state and packaging to the return address designated by Glider-Equipment for the relevant return shipment.
9. The Consumer is liable for any reduction in the value of the Products resulting from handling the Products beyond what is permitted pursuant to paragraph 7.
10. The Consumer must send back the Products within 14 days after exercising the right of withdrawal.
11. The direct costs of returning the goods shall be borne by the Consumer.

Exercise and Settlement

12. The Consumer can exercise his right of withdrawal by directing a declaration to Glider-Equipment by e-mail, by means of the model withdrawal form offered by Glider-Equipment, or in any other unambiguous manner.
13. If the Distance Agreement was concluded directly via one of Glider-Equipment's webshops, the Consumer may also exercise the right of withdrawal via the online withdrawal function provided there.
14. Glider-Equipment shall confirm receipt of a submitted withdrawal without delay, or at least as soon as possible, by e-mail.
15. Glider-Equipment shall refund any payment already received from the Consumer to which the withdrawal relates, minus any loss of value and any amount as referred to in paragraph 3, as soon as possible, but at the latest within 14 days after withdrawal of the Distance Agreement, provided that in the case of a consumer purchase, the Products have been received back by Glider-Equipment, or the Consumer has demonstrated that the Products have actually been returned. If, in the case of a consumer purchase, the right of withdrawal is applied to only part of the order, any delivery costs paid by the Consumer in the first instance shall not be eligible for refund. Furthermore, Glider-Equipment is not obliged to refund additional costs if the Consumer explicitly opted for a type of delivery other than the least expensive standard delivery offered by Glider-Equipment.
16. Glider-Equipment shall perform the refund using the same payment method used by the Consumer for the initial transaction, unless the Consumer explicitly agrees to a different payment method.

ARTICLE 5. | CUSTOMIZED PRODUCTS

1. If Glider-Equipment manufactures or has manufactured a Customized Product in accordance with dimensions, specifications, drawings, data, or other instructions provided by the Customer, the Customer guarantees their accuracy and completeness.
2. Glider-Equipment is entitled to rely on the data provided by the Customer in the execution of the order without having to independently check it for accuracy or suitability, unless explicitly agreed otherwise In Writing.
3. Damage, extra costs, or the unsuitability of a Customized Product resulting from incorrect, incomplete, or unsuitable data or specifications provided by the Customer shall be borne by the Customer.

ARTICLE 6. | DURATION AND CANCELLATION OF AGREEMENTS OTHER THAN PURSUANT TO ARTICLE 4

1. The Agreement ends upon delivery of the Products or Digital Content, or completion of the Work, unless rental is concerned.
2. An Agreement concerning rental is entered into for the fixed period explicitly agreed upon In Writing. If a specific end date has been explicitly agreed In Writing, the rental ends upon expiry thereof, without prejudice to the other provisions of these general terms and conditions.
3. If the Customer wishes to extend the rental period, he must agree this with Glider-Equipment before the expiry of the agreed rental period. Extension is only possible if Glider-Equipment agrees and the Rented Item is available for the desired additional period.
4. If the Customer retains the Rented Item after the expiry of the agreed rental period without an agreed extension, the Customer shall owe a fee for each day or part thereof that the Rented Item is returned late, equal to twice the proportionally calculated daily rate of the agreed rental price, without prejudice to Glider-Equipment's right to demand immediate performance of the Agreement and return of the item.
5. Cancellation of an Agreement must take place In Writing.
6. An Agreement is binding upon conclusion and cannot be canceled or otherwise unilaterally terminated by the Customer, except to the extent a Consumer can invoke the right of withdrawal as referred to in Article 4 or Parties explicitly agree otherwise In Writing. If Glider-Equipment, without being obliged to do so, agrees to the cancellation of an Agreement before the relevant Products have been dispatched, the Rented Item has been made available to the Customer, or the performance of the Work or other agreed services has commenced, the Customer remains liable for the full agreed price, less any costs that Glider-Equipment actually saves as a direct result of the cancellation. If the Products have already been dispatched, the Rented Item has already been made available to the Customer, or the performance of the Work or other agreed services has commenced, there is no right to cancellation, return, refund, or waiver of payment. This leaves unaffected any claims by the Customer due to an attributable defect or attributable failure in performance by Glider-Equipment, including non-conformity of a delivered Product. If the Customer nevertheless returns Products without the prior express Written consent of Glider-Equipment, Glider-Equipment is entitled to return these Products to the Customer at the Customer's expense and risk.

ARTICLE 7. | THIRD PARTIES

1. Glider-Equipment is at all times authorized to outsource the execution of the Agreement, in whole or in part, to independent auxiliary persons who are not subordinate to Glider-Equipment.
2. These general terms and conditions are also stipulated for the benefit of non-subordinates as referred to in the preceding paragraph. Therefore, to the extent that the rights or obligations by their nature or intent cannot be exclusively reserved for Glider-Equipment, they can invoke the provisions of these general terms and conditions against the Customer as if they were themselves party to the Agreement.
3. It is possible that non-subordinates as referred to in paragraph 1 wish to limit their liability. Glider-Equipment assumes, and stipulates here if necessary, that the Agreement concluded with Glider-Equipment includes the authority to accept such a limitation of liability also on behalf of the Customer, except to the extent that mandatory law dictates otherwise in favor of the Consumer.

ARTICLE 8. | DEADLINES

1. Unless the contrary has been explicitly agreed In Writing in so many words, all execution and (delivery) deadlines to which Glider-Equipment has committed itself towards the Customer are non-firm deadlines.
2. Glider-Equipment's default with respect to a non-firm deadline shall not occur until after the Customer has issued a notice of default to Glider-Equipment In Writing, stating a reasonable period for compliance, and Glider-Equipment remains in default of compliance after the expiry of that period.
3. Glider-Equipment's default entitles the Customer to dissolve that portion of the Agreement to which the default relates, but not to additional or substitute damages, except to the extent that mandatory law dictates otherwise in favor of the Consumer.

ARTICLE 9. | DELIVERY AND PICKUP OF PRODUCTS

1. Delivery of Products shall take place in the manner explicitly agreed In Writing, or in the manner resulting from custom. Products may, among other things:
   a) be dispatched to an address specified by the Customer;
   b) be dispatched to a pickup point chosen by the Customer;
   c) be picked up at Glider-Equipment in Bosschenhoofd; or
   d) if offered by Glider-Equipment, be picked up at a pickup location designated by Glider-Equipment, including a partner location.
2. Glider-Equipment reserves the right to deliver an order in parts. In that case, the Consumer's reflection period as referred to in Article 4 shall only commence at the moment that the last partial delivery of the order has been received by or on behalf of the Consumer.
3. With respect to a Consumer, the risk of loss or damage to a Product passes at the moment the Product has been received by or on behalf of the Consumer.
4. With respect to a business Customer, the risk of loss or damage to a Product passes at the moment:
   a) the Product is handed over to the carrier, if shipment has been agreed; or
   b) Glider-Equipment has notified the business Customer that the Product is ready for pickup, if pickup has been agreed.
5. If Glider-Equipment allows the Customer to pick up an order outside regular business hours and provides remote access to the pickup location for that purpose, the Customer is only entitled to take the order intended for him. The Customer must handle all other items present in the space with care and is liable for damage resulting from taking, moving, or damaging them without permission.
6. If a Customer does not pick up an order ready for collection within the agreed term or, failing that, within a reasonable period, Glider-Equipment is entitled to store the order at the Customer's expense and to charge the reasonably incurred costs to the Customer.
7. If Glider-Equipment incurs additional costs as a result of a circumstance attributable to the Customer, such as incorrect address details, unsuccessful delivery attempts, refusal of a shipment, or failure to collect it in time, these costs shall additionally be borne by the Customer.
8. For deliveries outside the Netherlands, import duties, customs charges, local taxes, and other country-specific costs may be due. These costs shall be borne by the Customer.

ARTICLE 10. | SPECIAL PROVISIONS FOR RENTAL AGREEMENTS

1. Delivery of the Rented Item takes place by handing it over to the Customer or by delivery on behalf of Glider-Equipment at the agreed location. After the end of the rental period, return takes place by return delivery by the Customer or by pickup by Glider-Equipment if explicitly agreed In Writing.
2. The Customer must inspect the Rented Item upon receipt. Any directly observable damage or defects must be reported to Glider-Equipment as soon as possible.
3. Except for normal wear and tear, the Customer must maintain the Rented Item during the period it is at his disposal in the same condition as when it was delivered to him.
4. The Customer must use the Rented Item exclusively in accordance with its intended purpose and observe all applicable operating, safety, and maintenance instructions from Glider-Equipment and the manufacturer.
5. The Customer shall take good care of the Rented Item as a good tenant and take reasonable measures to prevent loss, theft, damage, and unauthorized use.
6. The Customer is not permitted to sell, pledge, or sublease the Rented Item unless Glider-Equipment has given prior Written permission.
7. If the Rented Item is actually used by a third party with permission or otherwise, the Customer remains responsible to Glider-Equipment for the fulfillment of all obligations arising from the Agreement.
8. If a defect in or to the Rented Item occurs during the rental period, the Customer must report this to Glider-Equipment as soon as possible.
9. The Customer is not permitted to perform or have performed repairs, modifications, or other interventions on the Rented Item without prior Written permission from Glider-Equipment.
10. In the event of loss, theft, or damage to the Rented Item, the Customer must notify Glider-Equipment immediately.
11. If there is reasonable cause to do so, including in cases of theft, loss, or vandalism, the Customer must also file a police report and provide Glider-Equipment with a copy of the police report upon request.
12. In the event of loss, missing, alienation, theft, or embezzlement of the Rented Item, the Customer is obliged to compensate Glider-Equipment for the damage suffered thereby. If the Rented Item is not recovered or is no longer reasonably usable, this damage may also consist of its replacement value.
13. During the period in which the Rented Item is at the Customer's disposal, the risk of loss and damage to it shall be borne by the Customer to the extent that the loss or damage can be attributed to the Customer, except to the extent that further protection ensues from the law for a Consumer.
14. If the Rented Item is returned in a lesser condition than when it was made available to the Customer, normal wear and tear excepted, the Customer is liable for the reasonably necessary repair and restoration costs.
15. If the Rented Item is returned so heavily soiled that additional cleaning is necessary before it can be used or rented out again, Glider-Equipment is entitled to charge the reasonable cleaning costs to the Customer.
16. The Customer must ensure that the Rented Item is operated or used exclusively by persons who are sufficiently competent to do so if the nature of the Rented Item requires such competence.
17. Glider-Equipment is entitled to require a deposit or other reasonable security from the Customer prior to handing over or dispatching the Rented Item.

ARTICLE 11. | DIGITAL CONTENT

1. Digital Content is delivered in the manner agreed between Parties, such as by e-mail or through another suitable digital delivery method.
2. The Customer is responsible for providing a correct e-mail address and for having the technical facilities reasonably required to receive and use the Digital Content.
3. If delivery is not possible as a result of an incorrect e-mail address provided by the Customer or another circumstance attributable to the Customer, Glider-Equipment is not liable for any resulting delay or damage.
4. If Digital Content consists of a software, activation, or license code that, according to the applicable technical or licensing conditions, can only be activated once or linked to a specific device, instrument, account, or user, the

Customer must use the code carefully and in accordance with those conditions. The Customer is responsible for choosing the device, instrument, account, or user to which he activates or links such a code.
5. After a code has been activated or linked in accordance with the applicable terms, the Customer cannot demand from Glider-Equipment that the same code subsequently be made suitable for another device, instrument, account, or other user, or be reissued or replaced, unless the original activation or linking failed due to a circumstance attributable to Glider-Equipment.
6. The use of Digital Content may also be subject to licensing or usage terms of the manufacturer or rights holder thereof. The Customer must comply with these terms to the extent that they apply to him.

ARTICLE 12. | SOFTWARE AND FIRMWARE UPDATES

1. If Glider-Equipment carries out Work on a device or instrument belonging to the Customer, the Customer must make the relevant device or instrument available to Glider-Equipment in the manner explicitly agreed In Writing.
2. The Customer warrants that he is authorized to instruct Glider-Equipment to perform the agreed update, upgrade, or other Work.
3. Glider-Equipment shall perform the Work in accordance with the options available for the device, instrument, software product, or firmware concerned.
4. Prior to the execution of the Work, the Customer must ensure an adequate backup of data stored on or via the relevant device or instrument, to the extent that making such a backup is technically possible and relevant.
5. Glider-Equipment is not liable for data loss that cannot be attributed to Glider-Equipment.
6. After execution of the Work, the device or instrument shall be returned or dispatched to the Customer in the agreed manner.
7. Any shipping or transport costs shall be borne by the Customer unless explicitly agreed otherwise In Writing.

ARTICLE 13. | GIFT VOUCHERS

1. Gift Vouchers can be issued by Glider-Equipment in physical or digital form.
2. A Gift Voucher is valid for the period stated upon issue, with a minimum of two years from the date of issue.
3. A Gift Voucher can exclusively be spent at Glider-Equipment.
4. A Gift Voucher cannot be redeemed for cash.
5. If the value of the Gift Voucher is higher than the price of the purchase made with it, the unspent balance remains available for the remaining validity period to the extent that the technical setup of the Gift Voucher provides for it.
6. If the value of the Gift Voucher is lower than the purchase price, the Customer must pay the difference in another manner accepted by Glider-Equipment.

ARTICLE 14. | CONFORMITY, MANUFACTURER'S WARRANTY, MODIFICATIONS AND COMPLAINTS

1. Insofar as a manufacturer's warranty applies to a Product, the duration and terms thereof are determined by the respective manufacturer of the Product.
2. A manufacturer's warranty does not affect the mandatory statutory rights that a Consumer can assert against Glider-Equipment. With respect to a Consumer, Glider-Equipment warrants that the delivered Products and Digital Content conform to the Agreement and possess the properties that the Consumer may reasonably expect on the basis of the Agreement. For used Products, the assessment of what the Consumer may reasonably expect takes into account the fact that it concerns a used Product, as well as its age, usage history, price, condition, and other information provided at the time of sale.
3. If, in the context of a consumer sale between the Customer acting as a professional reseller and a consumer, a Product supplied to the Customer by Glider-Equipment does not possess the qualities that the consumer could reasonably expect under that consumer sale, this cannot be attributed to the Customer, and the consumer has exercised his statutory rights in this respect against the Customer, the Customer is entitled to indemnification from Glider-Equipment, depending on the compensation provided by the Customer to the consumer in accordance with mandatory consumer legislation, consisting of repair or replacement of the defective Product or reimbursement of the purchase price of the Product concerned.
4. The Customer is not entitled to indemnification as referred to in the preceding paragraph if the deviation relates to facts he knew or ought to have known, or has its cause in a circumstance that occurred after the Product was delivered to the Customer. Nor is the Customer entitled to indemnification to the extent that the defect or claim by the consumer arises from a circumstance attributable to the Customer.
5. If a manufacturer prescribes a recall, safety measure, mandatory modification, software update, firmware update, or other measure after delivery, Glider-Equipment is entitled to inform the Customer thereof and pass on instructions from the manufacturer to the Customer.
6. With respect to a business Customer, the costs of a modification, inspection, recall, or other measure prescribed after delivery shall be borne by the business Customer to the extent that these costs are not borne by the manufacturer, supplier, or under an applicable manufacturer's warranty.
7. The Customer is obliged to inspect a delivered Product, supplied Digital Content, the Rented Item, and performed Work upon delivery, making available, or completion, to the extent reasonably required of him. Defects or shortcomings reasonably visible or otherwise apparent at that time must be reported to Glider-Equipment immediately upon delivery, making available, or completion. Defects or shortcomings that were not reasonably visible or apparent at that time must be reported to Glider-Equipment as soon as possible after discovery thereof, but at the latest within seven days after discovery.
8. In deviation from the preceding paragraph, a Consumer must report a defect or shortcoming to Glider-Equipment within a reasonable time after discovering it. Insofar as a consumer sale is concerned, a notification within two months after discovery of the defect is in any case timely.
9. If the Customer fails to complain in a timely manner in accordance with the preceding paragraphs, no obligation or liability whatsoever shall arise for Glider-Equipment from the relevant defect or shortcoming, except to the extent that mandatory law dictates otherwise in favor of the Consumer.
10. Even if the Customer complains in a timely manner, his obligation to pay and further perform the Agreement shall remain, except to the extent that mandatory law dictates otherwise in favor of the Consumer.

ARTICLE 15. | PURCHASE AND TRADE-IN OF USED PRODUCTS

1. This article applies if Glider-Equipment purchases a used product from the Customer or takes in a used product in connection with the sale of another Product.
2. The Customer warrants that he is authorized to transfer the relevant product to Glider-Equipment and that it is free of third-party rights or claims, unless Glider-Equipment was informed of such rights or claims in advance explicitly In Writing and agreed to them.
3. The Customer must disclose the condition, operation, usage history, damage, defects, and other relevant characteristics for valuation of the offered product accurately and fully to Glider-Equipment to the best of his knowledge.
4. A purchase or trade-in value stated in advance by Glider-Equipment may be made conditional upon an inspection or check of the offered product. Glider-Equipment is entitled to perform this check or inspection itself or to have it performed by the manufacturer or another expert third party. The final purchase or trade-in value is determined only after any agreed check or inspection.
5. If the check or inspection shows that the product is not in the condition specified by the Customer or on which the offered value was based, Glider-Equipment is entitled to:
   a) refrain from the intended purchase or trade-in; or
   b) adjust the offered compensation to the actual condition of the product.
6. If Glider-Equipment refrains from the purchase or trade-in as a result of incorrect or incomplete information provided by the Customer, reasonably incurred inspection, shipping, and return costs shall be borne by the Customer.
7. If the offered product meets the agreed conditions, the agreed compensation, depending on what has been agreed between the Parties, may be satisfied by means of a credit invoice, set-off against a purchase price to be paid by the Customer, or a voucher.

ARTICLE 16. | FORCE MAJEURE

1. Glider-Equipment is not obliged to fulfill any obligation under the Agreement if and for as long as it is prevented from doing so by a circumstance that cannot be attributed to it by law, a legal act, or generally accepted practice (force majeure).
2. Force majeure includes, in addition to what is understood in legislation and jurisprudence in that respect, all external causes beyond the control of Glider-Equipment that render performance of the Agreement impossible or seriously impede it, including fire, epidemics, pandemics, government measures, war or threat of war, armed conflicts, transport restrictions, disruptions in international supply chains, import or export restrictions, and disruptions at suppliers, carriers, or other third parties involved in the execution.
3. If and to the extent that the force majeure situation renders performance of the Agreement permanently impossible or lasts or is reasonably expected to last for more than three months, the Parties are entitled to dissolve the Agreement for the affected part.
4. If Glider-Equipment has already partially fulfilled its obligations upon the occurrence of the force majeure situation, or can only partially fulfill its obligations, Glider-Equipment is entitled to invoice the already performed part or performable part separately as if it were an independent Agreement.
5. Damage resulting from force majeure is not eligible for compensation.

ARTICLE 17. | SUSPENSION AND DISSOLUTION

1. Glider-Equipment is authorized to suspend further execution of the Agreement if and as long as the Customer fails to fulfill his already due (payment) obligations under the Agreement (thus including the provisions of these general terms and conditions).
2. Glider-Equipment is authorized to dissolve the Agreement in whole or in part with immediate effect if the Customer fails to fulfill his obligations under the Agreement, fails to do so in a timely manner, or fails to do so completely. If performance of the obligations in respect of which the Customer defaults is not permanently impossible, the right to dissolution shall arise only after the Customer has been issued a Written notice of default by Glider-Equipment, stating a reasonable period within which the Customer can (still) fulfill his obligations, and performance remains forthcoming after expiry of the latter period. The provision in the previous sentence does not apply if Glider-Equipment must infer from a communication from the Customer that the Customer will permanently default in performance, in which case a notice of default is meaningless and dissolution can take place without notice of default.
3. The provisions in the previous two paragraphs apply unless the Customer's default, given its special nature or minor significance, does not reasonably justify suspension or dissolution with its consequences.
4. Unless the Customer has already fully met his (future) payment obligations to Glider-Equipment, Glider-Equipment is entitled to dissolve the Agreement in whole or in part with immediate effect if the Customer is bankrupt, any attachment is levied on his assets, or otherwise loses free disposal of his property. In the case of rental, the Customer in such cases is obliged to notify the seizing bailiff, or in case of bankruptcy, the liquidator or administrator, of the concluded Agreement.
5. Furthermore, Glider-Equipment is entitled to dissolve the Agreement in whole or in part if circumstances arise of such a nature that performance of the Agreement is impossible or unaltered continuation thereof cannot reasonably be required of it.
6. The Customer never makes any claim to any form of compensation in connection with the right of suspension and/or dissolution exercised by Glider-Equipment pursuant to this article.
7. If the grounds leading to suspension or dissolution of the Agreement can be attributed to the Customer, Glider-Equipment is entitled to compensation from the Customer for the damage suffered by Glider-Equipment as a result.
8. If Glider-Equipment dissolves the Agreement pursuant to this article, all outstanding claims against the Customer become immediately due and payable. In the case of rental, Glider-Equipment in the cases referred to in this article is also entitled to repossess or reclaim the Rented Item immediately. The associated reasonable costs shall be borne by the Customer if the cause for repossession can be attributed to the Customer.

ARTICLE 18. | PRICES, COSTS AND PAYMENTS

1. The Parties explicitly agree on the rates at which the Agreement will be performed, failing which performance and/or delivery shall take place at the rates charged by Glider-Equipment at that time. Any expenses incurred by Glider-Equipment on behalf of the Customer, such as travel, accommodation, parking, toll, delivery, pickup, waiting, shipping, and transport costs, shall additionally be borne by the Customer at the prevailing standard rates. All amounts stated by Glider-Equipment and payable by the Customer are exclusive of VAT and any other government levies, unless explicitly stated otherwise In Writing by Glider-Equipment.
2. If the Customer is a Consumer, in deviation from the preceding paragraph, Glider-Equipment shall state the total price prior to concluding the Agreement, including all taxes, or, if the nature of the Agreement means that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, and, where applicable, all additional costs or, if these costs cannot reasonably be calculated in advance, at least the fact that such additional costs may be payable.
3. Without prejudice to what may have been explicitly agreed In Writing in this regard, Glider-Equipment is entitled to require that the amount due by the Customer be paid in whole or in part in advance. In the case of a consumer purchase, Glider-Equipment shall nevertheless not oblige the Consumer to make an advance payment of more than 50% of the purchase price of the Products.
4. Glider-Equipment is not obliged to (further) perform the Agreement until the Customer has fulfilled all payment obligations that are already due towards Glider-Equipment.
5. Payment must take place in the manner indicated by Glider-Equipment and within the term stated by Glider-Equipment. Depending on how the Agreement is concluded, payment may take place via the payment methods offered in the webshop, by debit card, cash, bank transfer, or on invoice.
6. Any bank, transfer, currency, and other costs charged or withheld from the transferred amount in connection with a payment by a business Customer to Glider-Equipment shall be borne by the business Customer. The business Customer must ensure that Glider-Equipment receives the full amount due. If Glider-Equipment receives a lower amount than due as a result of such costs, the difference remains payable by the business Customer. With respect to a Consumer, the total price stated prior to concluding the Agreement includes all costs payable by the Consumer to Glider-Equipment. The costs payable directly by the Customer to third parties are subject to Article 9.8; these costs are at all times borne by the Customer, even if the Customer is a Consumer.
7. Payment must take place without any reliance on suspension or set-off, all to the extent that mandatory law does not prohibit this in favor of the Consumer.
8. Glider-Equipment is entitled to make invoices due to the Customer available exclusively by e-mail.
9. If the Customer liquidates or transfers his business to a third party, is bankrupt, has applied for (provisional) suspension of payments, any attachment is levied on his assets, is admitted to a statutory debt rescheduling scheme, or otherwise loses free disposal of his property, claims against the Customer become immediately due and payable.
10. If timely payment is not made, the Customer is in default by operation of law. From the day the Customer's default commences, the Customer owes interest on the outstanding amount of 2% per month, where part of a month is counted as a full month. If the Customer is a Consumer, in deviation from the foregoing, statutory interest applies instead of contractual interest at the time of payment default. This statutory interest is only due after the Consumer, after the expiry of the agreed payment term, has been unsuccessfully demanded to pay by a Written reminder giving a period of fourteen days, starting on the day after receipt of the reminder, to make payment.
11. All reasonable costs, such as judicial, extrajudicial, and execution costs, incurred to obtain the amounts owed by the Customer, shall be borne by the Customer.

ARTICLE 19. | LIABILITY AND INDEMNIFICATION

1. The Customer bears the damage resulting from inaccuracies or omissions in data, measurements, specifications, instructions, or other information provided by him.
2. Glider-Equipment is not liable for damage resulting from:
   a) incorrect, improper, or unsafe use of a Product, Rented Item, or Digital Content;
   b) use contrary to instructions from Glider-Equipment or the manufacturer;
   c) changes, repairs, or modifications carried out by or on behalf of the Customer without prior Written consent of Glider-Equipment;
   d) any other circumstance that cannot be attributed to Glider-Equipment.
3. Liability of Glider-Equipment for indirect damage, consequential damage, lost profits, missed savings, lost revenue, reduced goodwill, business interruption damage, corruption or loss of data, and all other forms of damage other than mentioned in the following paragraph, on whatever legal ground, is excluded.
4. The limitations of liability of Glider-Equipment contained in these general terms and conditions do not apply if the damage is due to intent or willful recklessness of Glider-Equipment or its managerial subordinates.
   Glider-Equipment, subject to the limitation referred to in the following paragraph, can only be held liable for attributable direct damage. Direct damage exclusively means:
   - reasonable costs to establish the cause and extent of the damage, insofar as the assessment relates to damage within the meaning of these general terms and conditions;
   - any reasonable costs necessary to make the defective performance of Glider-Equipment conform to the Agreement;
   - reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs led to limitation of direct damage within the meaning of these general terms and conditions.
5. If, notwithstanding the remaining provisions of these general terms and conditions, any liability for damage should rest on Glider-Equipment, such liability shall be limited to properly making available the Rented Item or Digital Content, properly performing the Work, or repairing or replacing the Products, or at least that portion of the Agreement to which the liability of Glider-Equipment relates. If such repair is impossible or demonstrably pointless for the Customer, the liability of Glider-Equipment shall be limited to at most the invoice value of the Agreement, or at least that portion of the Agreement to which the liability relates, provided that the liability of Glider-Equipment is in any event at all times limited to at most the amount actually paid out in the relevant case under the liability insurance concluded by Glider-Equipment, plus any deductible of Glider-Equipment applicable under that insurance policy.
6. In the case of a consumer purchase, the limitations of this article do not extend beyond what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.
7. Without prejudice to the limitation periods referred to in Article 14, the limitation period for all legal claims against Glider-Equipment is 12 months after the claim arises. In deviation from the previous sentence, legal claims and defenses accrued to Consumers based on facts that would justify the statement that a consumer purchase does not conform to the Agreement expire by the lapse of two years. With respect to Digital Content, legal claims and defenses of the Consumer based on facts that would justify the assertion that the supplied Digital Content does not conform to the Agreement expire by the lapse of two years after delivery, unless the Consumer did not know or ought not to have known of the defect.

ARTICLE 20. | RETENTION OF TITLE, OWNERSHIP OF RENTED ITEM AND RIGHT OF RETENTION

1. All Products sold by Glider-Equipment to the Customer remain the property of Glider-Equipment until the Customer has fully complied with his payment obligations under the relevant Agreement.
2. As long as a Product is subject to retention of title, the Customer is not permitted to pledge or otherwise encumber the Product.
3. A business Customer who resells Products in the normal course of business is entitled to resell these Products in the normal course of business, unless explicit dealer or reseller agreements have been made otherwise.
4. If third parties levy attachment on Products subject to retention of title or on the Rented Item, or wish to establish or assert rights thereon, the Customer must notify Glider-Equipment thereof immediately.
5. The Rented Item remains the property of Glider-Equipment during the entire rental period.
6. If attachment is levied at the expense of the Customer or third parties claim the Rented Item, the Customer must immediately inform these third parties that the Rented Item is the property of Glider-Equipment and notify Glider-Equipment thereof immediately.
7. In the event of the Customer's default, Glider-Equipment is entitled to take back Products subject to retention of title and, upon termination of a rental agreement, to reclaim the Rented Item. The Customer must provide all reasonably necessary cooperation for this purpose.
8. The reasonable costs of repossession made necessary as a result of an attributable breach by the Customer shall be borne by the Customer.
9. Glider-Equipment has a right of retention on items belonging to the Customer that it has in its possession in connection with the Agreement until all due claims in that respect have been settled by the Customer.

ARTICLE 21. | FINAL PROVISIONS

1. Glider-Equipment is entitled to transfer its rights and obligations under the Agreement to a third party.
2. Every Agreement and all legal relationships arising therefrom between the Parties are exclusively governed by Dutch law.
3. The Parties will only appeal to the court after making every effort to resolve the dispute by mutual agreement.
4. Only the competent court within the district of the Oost-Brabant District Court is designated in the first instance to take cognizance of any legal disputes between the Parties, without prejudice to Glider-Equipment's right to designate another legally competent court. A Consumer is nevertheless entitled to choose the court competent according to law within one month after Glider-Equipment has announced In Writing that it wishes to litigate before the court designated by it.
5. If these general terms and conditions are available in multiple languages, the Dutch version shall be decisive for the interpretation of the terms contained therein.