

International General Terms and Conditions of Delivery and Rental

ELLIPS TOWELS

Article 1 – Scope and Applicability

1. These General Terms and Conditions (“Terms”) apply to all quotations, agreements, and deliveries of goods and services by ELLIPS TOWELS, including the sale and rental of towels and related textile products.
2. These Terms apply exclusively to business-to-business (B2B) transactions with professional customers, including but not limited to hotels, hospitality operators, and other commercial entities. Consumer protection legislation is expressly excluded to the extent permitted by applicable law.
3. Any deviation from these Terms shall only be valid if expressly agreed in writing and signed by an authorized representative of ELLIPS TOWELS.
4. Any general terms and conditions of the customer, including purchase or procurement conditions, are expressly rejected unless explicitly accepted in writing by ELLIPS TOWELS.

Article 2 – Delivery and Use

1. Delivery shall take place ex works / ex warehouse or(orders under € 7000,-) from a location designated by ELLIPS TOWELS, unless otherwise agreed in writing.
2. Delivery dates and lead times are indicative only and shall not constitute binding deadlines.
3. The customer shall use the delivered and/or rented towels solely for their intended professional purpose within the hotel and hospitality sector.
4. The customer guarantees that all towels are washed, treated, and maintained strictly in accordance with the washing and care instructions provided by ELLIPS TOWELS.
5. Any damage, loss, or excessive wear resulting from improper use, incorrect washing, or negligent handling shall be borne entirely by the customer.

Article 3 – Rental

1. All rented towels shall remain the exclusive property of ELLIPS TOWELS at all times.
2. The customer shall be fully responsible for the safekeeping and proper use of the rented towels throughout the rental term.
3. Normal wear and tear resulting from ordinary professional use is included in the rental fees. Excessive wear, damage, or loss shall be charged to the customer at replacement value.
4. The customer shall not sell, pledge, assign, sublet, or otherwise make the rented towels available to third parties without prior written consent from ELLIPS TOWELS.
5. Upon termination or expiry of the rental agreement, all rented towels must be returned in full and in reasonably good condition, ordinary wear and tear excepted.

Article 4 – Liability

1. ELLIPS TOWELS shall only be liable for direct damage that is the direct and demonstrable result of a material breach of the agreement attributable to ELLIPS TOWELS.
2. The total liability of ELLIPS TOWELS shall in all cases be limited to the invoice value of the relevant agreement, with an absolute cap equal to the amount paid out under its applicable liability insurance policy.
3. ELLIPS TOWELS shall never be liable for indirect, consequential, or special damages, including but not limited to loss of profit, loss of revenue, business interruption, reputational damage, or third-party claims (including guest claims).
4. ELLIPS TOWELS reserves the right to suspend or refuse performance if it reasonably considers that the customer's financial position renders performance commercially irresponsible. In such cases, the customer shall not be entitled to any compensation.
5. No liability shall arise for damage caused by normal wear and tear, improper use, incorrect washing, or failure to adhere to care or usage instructions.
6. Nothing in these Terms shall exclude or limit liability in cases of wilful misconduct or gross negligence where such limitation is not permitted under mandatory applicable law.

Article 5 – Payment

1. Payment shall be made in accordance with the payment terms stated on the invoice, unless otherwise agreed in writing. If no payment term is specified, payment shall be due within fourteen (14) days from the invoice date.
2. Where 50% advance payment is required and no payment term is specified on the invoice, full payment must be credited to the bank account of ELLIPS TOWELS no later than three (3) weeks prior to delivery.
3. Late payments shall automatically place the customer in default without prior notice, and ELLIPS TOWELS shall be entitled to charge statutory or contractual commercial interest in accordance with applicable law.
4. All costs incurred for the collection of overdue amounts, whether judicial or extrajudicial, shall be borne by the customer.
5. The customer shall not be entitled to suspend payments or apply set-off.

Article 6 – Retention of Title and Intellectual Property

1. All goods delivered, whether sold or rented, shall remain the property of ELLIPS TOWELS until all amounts due under the agreement have been paid in full.
2. All intellectual property rights, including copyrights and registered or unregistered design rights, shall at all times remain with ELLIPS TOWELS.
3. Until ownership has transferred, the customer shall not dispose of, encumber, or otherwise burden the goods, except for normal use within its business operations.
4. If third parties assert rights over goods subject to retention of title, the customer shall inform ELLIPS TOWELS immediately.
5. ELLIPS TOWELS is hereby granted irrevocable authorization to repossess the goods in the event of default.

6. Loss, damage, or theft of the goods shall not release the customer from its payment or compensation obligations.

Article 7 – Hygiene and Quality

1. The towels supplied by ELLIPS TOWELS conform to the customary quality standards applicable within the professional hotel and hospitality industry.
2. The customer acknowledges that towels are consumable products and that discoloration, fiber loss, and material aging are inherent to normal use and laundering.
3. ELLIPS TOWELS does not guarantee hygienic conditions arising after delivery or after commencement of use.
4. The customer remains solely responsible for compliance with all applicable hygiene, health, and safety regulations in its jurisdiction.

Article 8 – Complaints

1. Any complaints must be submitted in writing within ten (10) days after delivery or, if later, within ten (10) days after discovery of the defect.
2. Minor deviations customary in the industry regarding quality, dimensions, color, pattern, weight, or finish shall not constitute a defect, even if differing from samples or illustrations.
3. Failure to submit a complaint within the prescribed time shall result in deemed acceptance of the goods.
4. Complaints do not suspend the customer's payment obligations.
5. In the event of a valid complaint, ELLIPS TOWELS shall, at its discretion, repair, replace, or grant reasonable compensation.
6. Complaints shall not entitle the customer to contract termination or damages unless mandatory law provides otherwise.

Article 9 – Long-Term Rental Agreements

1. Rental agreements shall have a minimum initial term of twelve (12) months unless otherwise agreed in writing.
2. Upon expiry of the initial term, the agreement shall automatically renew for successive periods of twelve (12) months unless terminated in writing with a minimum notice period of three (3) months. Automatic renewal is limited to a maximum of three renewals.
3. ELLIPS TOWELS reserves the right to adjust rental prices annually based on cost increases or indexation.
4. ELLIPS TOWELS may periodically replace rented textiles for quality-control purposes.
5. The customer shall maintain adequate insurance covering rented goods against fire, theft, loss, and damage throughout the rental term.
6. Early termination by the customer shall entitle ELLIPS TOWELS to invoice all remaining rental fees.

Article 10 – Force Majeure

1. Neither party shall be liable for failure to perform obligations caused by events beyond reasonable control (force majeure).
2. Force majeure includes, but is not limited to: transportation disruptions, energy failures, pandemics, epidemics, war, civil unrest, terrorism, governmental measures, and failures of third-party suppliers.
3. If a force majeure event continues for more than ninety (90) consecutive days, either party may terminate the agreement in writing without liability.
4. ELLIPS TOWELS reserves the right to temporarily replace unavailable articles with items of at least equivalent quality.

Article 11 – Governing Law, Jurisdiction and Language

1. These Terms and any agreement governed hereby shall be governed by the laws of the Netherlands, without regard to conflict-of-law principles, unless mandatory local law requires otherwise.
2. Any disputes shall be submitted exclusively to the competent courts in the jurisdiction where ELLIPS TOWELS has its registered office, unless mandatory law provides otherwise.
3. In the event of any discrepancy between language versions, the Dutch version shall prevail.