

1. GENERAL CONDITIONS

These General Conditions shall apply to the use of this website, to all Agreements concluded with New Duivendrecht through using this website, to any e-mail exchange, to the Order procedure and to all contacts and/or (legal) acts between New Duivendrecht and its customers, also if these (legal) acts do not lead to an Agreement.

The provisions that more specifically relate to the use of the website have been set forth in the section entitled Web Conditions, whereas the provisions that more specifically relate to ordering and buying products from New Duivendrecht have been set forth in the part title Sales Conditions. The parties are authorized, however, also with regard to the use of the website to invoke the provisions set forth in the Sales Conditions, and they may also invoke the provisions set forth in the Web Conditions with regard to ordering and buying products, if the relevant provision is suited for that purpose.

2. WEB CONDITIONS

2.1 Applicability

These General Web Conditions shall apply to any manner of use of this website, including visiting the website, navigating to other websites via this website, copying (parts of) documents, and using information of this website in whatever form. If you do not agree with the above, please leave this website immediately.

By visiting this website you declare that you agree with these Conditions.

2.2 Content

The information on this website is provided in good faith and to the best of New Duivendrecht's knowledge. New Duivendrecht has to the best of its ability checked the correctness of factual information, but accepts no liability for any incorrect or incomplete information.

2.3 Links to other Websites

If this website contains links to other websites, these have only been added as a service to the visitor. New Duivendrecht accepts no responsibility whatsoever for the content of those other websites. Visiting other websites via links on this website, or other websites to which this website refers, is entirely for your own risk.

2.4 Downloading Files

If from this website, or from websites to which links have been placed on this website, files of whatever content can be downloaded, these downloads are entirely at your own risk.

2.5 Intellectual Property Rights

This website in principle contains original material. Where on this website names of companies, products or services are mentioned, this shall only be for indication purposes; all trade names and similar indications are recognized. Occasionally texts and images may be used that originate from third parties; this is only for quotation purposes or as an example, and under acknowledgement of the rights thereon of those third parties.

2.6 Exclusion of Liability

To the extent as permitted by the law, New Duivendrecht shall not be liable for any damage of whatever nature and under whatever name or indication resulting from the use of this website. New Duivendrecht therefore accepts no liability whatsoever for any damage to your system, or for any other related damage.

2.7 Governing Law

This website and any legal relationships resulting from the use of this website shall be governed by Dutch law. Any disputes to which the use of this website may give rise shall exclusively be submitted for settlement to the competent courts in The Netherlands.

3. SALES CONDITIONS

3.1 Applicability

This part of these General Conditions more specifically applies to any offer, quotation and the coming about, the content and the performance of all agreements concluded between you and New Duivendrecht. Any general (purchase) conditions used by you do not apply to those agreements, unless expressly agreed otherwise in writing. If one or more provisions of these General Conditions at any time is null and void or is nullified in full or in part, the other provisions of these General Conditions shall continue to apply in full. New Duivendrecht shall as then enter into consultations with you to agree upon the substitution of the void or nullified new provisions, in which the aim and the scope of the original provisions will be observed as much as possible. If any situation occurs between the parties that have not been described in these General Conditions, that situation will have to be assessed in accordance with the spirit of these General Conditions.

3.2 Offers and Quotations

All offers made on this website, including the prices and delivery periods, are without engagement. New Duivendrecht has the right to change the prices of products mentioned on the website at any time and for any reason. In case of price increases, already concluded agreements will be carried out against the price that applied at the moment that New

Duivendrecht accepted the order. Furthermore an offer will expire if the product to which the offer relates in the meantime is no longer available, and if New Duivendrecht changes the content of this website. Moreover, New Duivendrecht at all times reserves the right to refuse or cancel orders at its sole discretion.

3.3 Coming About of Agreements

The products offered on the website with the associated prices are to be qualified as offers without engagement, which can be accepted by you by following and completing the entire Order procedure. The agreement shall subsequently only come about if New Duivendrecht has accepted the order placed by you per e-mail.

3.4 Price / Shipment Costs

The prices of all products that can be ordered via the website are inclusive taxes and exclusive of shipment costs.

3.5 Payment

You are held to pay the price to New Duivendrecht in advance.

You may pay the amounts due in three ways:

- by means of electronic banking solutions (iDEAL, MrCash, Giropay, others available);
- by means of payment in advance per bank transfer;
- by means of a credit card (MasterCard, Visa, American Express)

3.6 Delivery

The delivery times stated by New Duivendrecht are indicative. Excess of any delivery deadline will not entitle you to claim damages. The products shall be delivered at the address indicated by you, however on the ground floor (no inside delivery), but not until New Duivendrecht has received your payment. With due observance of that which has been provided otherwise in these General Conditions, New Duivendrecht shall carry out accepted orders as soon as possible, but at least within 30 days. If the delivery is delayed either because of products being (temporarily) out of stock or for other reasons, or if an order cannot be carried out in full or at all, you will be notified thereof at the latest one month after you have placed the order. In that case you will have the right to dissolve the agreement without costs. New Duivendrecht is not liable for any loss or damage of whatever nature caused by non-delivery or delivery later than indicated by New Duivendrecht.

3.7 Transfer of Risk

The risk of the products will transfer to you at the moment that the products have actually been offered to you by the carrier. If products are not accepted when the carrier offers them, New Duivendrecht shall have the right to dissolve the agreement. Then you will owe New Duivendrecht the shipment costs.

3.8 Return of Products

You are held to (have others) inspect the products closely immediately after receipt. If you do not wish to accept a product for whatever reason, you have the right to return the product to New Duivendrecht within fifteen (14) days after receipt. Return shipments will be accepted if the products are undamaged and in their original packaging. You will assume the costs for return shipments. You are responsible for the manner of shipping and for the risk of the parcel or package-and you herewith accept that responsibility and risk-until New Duivendrecht has received and accepted the returned products. You are liable for any damage to the packaging or to the products caused during the return. You must adequately stamp the returned products. New Duivendrecht will not accept inadequately stamped packages. You are also obliged to comply with any other return conditions set by New Duivendrecht. If you fail to meet those conditions, you will continue to be the owner of the relevant product and the purchase amount will not be paid back to you.

3.9 Refund of Purchase Price, Shipment Costs and Costs of Return Shipment

If for any reason the Agreement has not come about or has been dissolved, New Duivendrecht shall see to it-if you have paid in advance-that you shall be reimbursed the paid purchase price. This repayment will in any case take place within thirty (30) days. The shipment costs will not be refunded to you, except in the following two cases: First, you have refused the products because the delivery of period of 30 days has been exceeded; Second, if the products are defective at the time of their receipt.

3.10 Force Majeure

Notwithstanding the other rights accruing to New Duivendrecht, in case of force majeure New Duivendrecht shall have the right at its own discretion either to suspend the execution of an order or to dissolve the agreement without interference of the courts. New Duivendrecht will inform you thereof in writing, freeing it from being required to pay any damages. There is also a force majeure situation in case of stagnation of deliveries to New Duivendrecht by suppliers of New Duivendrecht, and in case of strikes among the staff of New Duivendrecht.

3.11 Guarantee

New Duivendrecht guarantees the soundness of the delivered products for up to 24 months. If it appears that the delivered products are defective, they must be sent back to New Duivendrecht with their postage paid. After that, New Duivendrecht can decide whether to:

- repair the products;
- replace the products; or
- refund to you the price paid for the products.

In all of the aforesaid cases New Duivendrecht has choose the option of repairing any defects. You can only make a claim under the guarantee after you have performed all of your obligations towards New Duivendrecht.

3.12 Intellectual and Industrial Property Rights

You must fully and unconditionally respect the intellectual property rights relevant to the products delivered by New Duivendrecht.

3.13 Exclusion of Liability

New Duivendrecht shall be liable for any damage suffered by you that is the direct and exclusive consequence of a failure in performance that is attributable to New Duivendrecht. However, the damage that qualifies for compensation are situation for which New Duivendrecht is insured or should reasonably have been insured.

The following losses do not qualify for compensation:

- trading loss and consequential loss, including for example stagnation damage and loss of profits;
- damage caused by intent or deliberate recklessness of auxiliary persons;
- damage caused by excess of the delivery period.

You shall indemnify New Duivendrecht against any claims of third parties under product liability resulting from any defect in a product that has been delivered by you to a third party and that (inter alia) consisted of products delivered by New Duivendrecht. New Duivendrecht shall not be liable for any faulty or delayed sending of order information and notifications as a result of you using the Internet or any other means of communication in the contacts between you and New Duivendrecht, or between New Duivendrecht and third parties, if this concerns the relationship between you and New Duivendrecht.

3.14 Governing Law

Any agreements concluded between you and New Duivendrecht shall be governed exclusively by Dutch law, and the applicability of the Vienna Sales Convention is expressly excluded. All disputes between the parties will exclusively be submitted for settlement to the competent courts in the Netherlands.

Contact

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