

# General Terms and Conditions - Vervangingsmarkt B.V.

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## 1. Definitions

1.1 **Vervangingsmarkt B.V.:** the user of these terms and conditions, operating (among others) the webshop [vervangingsmarkt.nl](http://vervangingsmarkt.nl).

1.2 **Customer:** any natural person or legal entity entering into an agreement with Vervangingsmarkt B.V.

1.3 **Consumer:** a Customer who is a natural person acting for purposes outside their trade, business, craft or profession.

1.4 **Business Customer:** a Customer acting in the course of a trade, business, craft or profession.

1.5 **Agreement:** any agreement between Vervangingsmarkt B.V. and the Customer regarding products and/or services.

## 2. Applicability

2.1 These general terms and conditions apply to all offers, orders and agreements of Vervangingsmarkt B.V.

2.2 By placing an order, the Customer accepts these general terms and conditions.

2.3 Deviations apply only if agreed in writing.

2.4 Rights and claims under these terms also apply for the benefit of third parties engaged by Vervangingsmarkt B.V. (such as carriers and suppliers).

## 3. Offers, prices and formation of the agreement

3.1 All offers are non-binding unless expressly stated otherwise.

3.2 Prices are stated in euros, including VAT, and excluding any shipping/handling costs and levies, unless stated otherwise.

3.3 Vervangingsmarkt B.V. may change prices, including where required due to (statutory) regulations.

3.4 An agreement is formed once Vervangingsmarkt B.V. accepts the order (for example by

order confirmation or delivery).

3.5 Vervangingsmarkt B.V. may refuse orders or impose additional conditions on delivery. If an order is not accepted, Vervangingsmarkt B.V. will notify the Customer within ten (10) working days after receipt of the order.

## 4. Payment and collection

4.1 Payment is made via the available payment methods.

4.2 Invoice payments (if applicable) must be made:

- within fourteen (14) days of the invoice date for deliveries within the Netherlands;
- within twenty-one (21) days of the invoice date for deliveries outside the Netherlands; unless agreed otherwise in writing.

4.3 If the payment term is exceeded, the Customer is in default by operation of law. From that moment, default interest of 1% per month (or part of a month) is due on the outstanding amount.

4.4 After a payment reminder, the Customer also owes €25.00 in administration costs. If collection is outsourced, collection costs are due of at least 15% of the outstanding amount, without prejudice to the right to claim the actual extrajudicial collection costs incurred.

4.5 In case of late payment, Vervangingsmarkt B.V. may suspend performance of the agreement or terminate the agreement.

## 5. Delivery, shipment and risk

5.1 Delivery times are indicative. Exceeding a delivery time does not entitle the Customer to damages, nor to cancellation/termination, unless the delay is such that the Customer cannot reasonably be required to maintain the agreement.

5.2 Delivery takes place at the time and place where the products are made available/offered to the Customer for delivery.

5.3 The risk in the products transfers to the Customer at the time of delivery.

## 6. Failure to collect, incorrect address and additional shipping costs (new)

6.1 If a shipment cannot be delivered because:

- the Customer does not (timely) collect the parcel at a pick-up point/service point; and/or
- the address provided by the Customer is incorrect or incomplete; and/or
- the address does not match the result of the **postcode check** used by Vervangingsmarkt B.V. (including: postcode/house-number combination does not match), then any resulting additional costs will be borne by the Customer.

6.2 Additional costs include, in any case: **outbound shipping costs, return shipping costs, and shipping costs for re-delivery** (if the Customer still wants the order to be delivered again).

6.3 Vervangingsmarkt B.V. may suspend (re)delivery until the additional costs have been paid and/or until the correct delivery address has been confirmed.

## 7. Right of withdrawal (consumer) and returns

7.1 Consumers have the right to return a product within fourteen (14) working days after delivery without stating reasons, provided that:

- the product is unused and undamaged; and
- the packaging is undamaged; and
- the product was not specially ordered for the Customer; and
- the product is not stated as non-returnable.

7.2 Return shipping costs are borne by the Customer.

7.3 For Business Customers, up to 15% of the order amount may be deducted in the event of a return.

7.4 If a Business Customer returns an item that was specially ordered for them, Vervangingsmarkt B.V. may refuse the return request.

## **8. Complaints and conformity**

8.1 The Customer must check upon delivery whether the products conform to the agreement.

8.2 If not, the Customer must notify Vervangingsmarkt B.V. as soon as possible and in any event within seven (7) working days after delivery, or after discovery was reasonably possible, in writing or by email, stating reasons.

8.3 If it is demonstrated that the products do not conform to the agreement, Vervangingsmarkt B.V. may, at its option:

- replace the product (after receiving it back), or
- refund the invoice value.

## **9. Warranty**

9.1 Where Vervangingsmarkt B.V. supplies products, Vervangingsmarkt B.V. shall never be obliged to provide a more extensive warranty to the Customer than the warranty Vervangingsmarkt B.V. can claim from its supplier.

9.2 The warranty period will be stated on the invoice where applicable.

9.3 Complaints about externally visible defects must be submitted in writing no later than 7 (seven) days after receipt of the goods by the Customer; for Consumers a period of 30 (thirty) days applies. Complaints received after these periods do not have to be handled by Vervangingsmarkt B.V.

## **10. Liability**

10.1 Vervangingsmarkt B.V. is not liable for misunderstandings, corruption, delays or improper receipt of orders and communications as a result of the use of the internet or any other means of communication between the Customer and Vervangingsmarkt B.V., or between Vervangingsmarkt B.V. and third parties, insofar as this concerns the relationship between the Customer and Vervangingsmarkt B.V., unless there is intent or gross negligence on the part of Vervangingsmarkt B.V.

10.2 Any other liability is limited to the extent permitted by law.

## **11. Force majeure**

11.1 In the event of force majeure, without prejudice to any other rights, Vervangingsmarkt B.V.

is entitled, at its discretion, to suspend performance of the order or to terminate the agreement in whole or in part without court intervention, by notifying the Customer in writing, without being liable for any damages, unless such would be unacceptable according to standards of reasonableness and fairness.

11.2 Force majeure means any shortcoming that cannot be attributed to Vervangingsmarkt B.V. because it is not due to its fault and neither by law, legal act or prevailing views in society is for its account.

## **12. Intellectual property rights**

12.1 The Customer shall fully and unconditionally respect all intellectual and industrial property rights vested in the products supplied by Vervangingsmarkt B.V.

12.2 Vervangingsmarkt B.V. does not guarantee that the products supplied do not infringe any (unwritten) intellectual and/or industrial property rights of third parties.

## **13. Privacy and communication**

13.1 Vervangingsmarkt B.V. processes personal data in the context of performing the agreement and communicating with the Customer.

13.2 For more information, reference is made to the website's privacy policy (where applicable).

## **14. Miscellaneous**

14.1 If the Customer provides an address to Vervangingsmarkt B.V. in writing, Vervangingsmarkt B.V. is entitled to send all orders to that address unless the Customer provides another address in writing before the order is shipped.

14.2 If Vervangingsmarkt B.V. temporarily or permanently tolerates deviations from these terms (explicitly or implicitly), this does not affect its right to demand strict compliance later. The Customer can never derive any rights from the fact that Vervangingsmarkt B.V. applies these terms flexibly.

14.3 If one or more provisions of these terms or any other agreement with Vervangingsmarkt B.V. conflicts with applicable law, that provision shall be void and will be replaced by a new legally permissible provision to be determined by Vervangingsmarkt B.V., as similar as possible in scope.

14.4 Vervangingsmarkt B.V. is entitled to engage third parties in the performance of the Customer's order(s).

## **15. Governing law and competent court**

15.1 Dutch law exclusively applies to these terms and all agreements.

15.2 All disputes shall be submitted exclusively to the competent court in the Netherlands.