

# Terms and Conditions - v1

sweatvac-vtshops

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Terms and conditions VTTE

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### Article 1 – Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

1. Reflection period: the period during which the Consumer may use his right of withdrawal;
2. Consumer: the natural person who does not act for purposes related to his/her commercial, trade, craft or professional activities;
3. Day: calendar day;
4. Continuing performance contract: a contract serving to deliver goods, services and/or digital content in a given period;
5. Sustainable data carrier: any means, including email, that allow the Consumer or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.
6. Right of withdrawal: the Consumer's option not to proceed with the distance agreement within the cooling-off period;
7. Entrepreneur: the natural or legal person who provides products, (access to) digital content and or services to Consumers at a distance;
8. Distance contract: a contract concluded by the Entrepreneur and the Consumer within the scope of an organised system for distance selling products, digital content and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;
9. Technology for distance communication: a means to be used for concluding an agreement without the Consumer and the Entrepreneur being together in the same place at the same time.

### Article 2 – The Entrepreneur's identity

Name of Entrepreneur: VTTE, trade names [www.vtshops.nl](http://www.vtshops.nl), [www.sportcaps.eu](http://www.sportcaps.eu)

Business address: Meerkoet 4, NL-4533 EE Terneuzen

Email address: [info@vtshops.nl](mailto:info@vtshops.nl)

Chamber of Commerce number: 57476926

VAT identification number: NL151342040B01

### Article 3 – Applicability

1. These General Terms and Conditions apply to any offer from the Entrepreneur and to any distance contract concluded by the Entrepreneur and the Consumer.
2. Before concluding a distance contract, the Entrepreneur shall make the text of these General Terms and Conditions available free of charge and as soon as possible. If this is reasonably impossible, the Entrepreneur shall indicate in what way the General Terms and conditions can be inspected and that they will be sent free of charge if so requested, before the distant contract is concluded.
3. If the distance contract is concluded electronically, the text of these General Terms and Conditions, in deviation from the previous section and before the distance contract is concluded, may also be supplied to the Consumer electronically in such a way that the Consumer can easily store it on a longterm data carrier. If this is reasonably impossible, it will be specified where the General Terms and Conditions can be viewed electronically and that they will be sent to at the Consumer's request free of charge, either via electronic means or otherwise, before concluding the distance contract;
4. In the event that specific product or service condition apply in addition to these General Terms and Conditions, the second and third paragraphs shall apply accordingly, and in the event of contradictory terms and conditions, the Consumer may always appeal to the applicable provision that is most favourable to him/her.

### Article 4 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer contains a full and accurate description of the products, digital content and/or services offered. The description is suitably detailed to enable the Consumer to assess the products, or services and/or digital content adequately. If the Entrepreneur makes use of pictures, they are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the Entrepreneur.
3. All offers contain such information that it is clear to the Consumer what rights and obligations are attached to accepting the offer.

### Article 5 – The contract

1. Subject to the provisions in paragraph 4, the contract becomes valid when the Consumer has accepted the offer and fulfilled the terms and conditions set.
2. If the Consumer accepted the offer via electronic means, the Entrepreneur shall promptly confirm receipt of having accepted the offer via electronic means. As long as the receipt of said acceptance has not been confirmed, the Consumer may repudiate the contract.
3. If the contract is concluded electronically, the Entrepreneur will take appropriate technical and organisational security measures for the electronic data transfer and ensure a safe web environment. If the Consumer can pay electronically, the Entrepreneur shall observe appropriate security measures.
4. The Entrepreneur may, within the limits of the law, gather information about Consumer's ability to fulfil his payment obligations, and

all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the Entrepreneur has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request supported by reasons, or to attach special terms to the implementation.

5. Before delivering the product, the Entrepreneur shall send the following information along with the product, the service or the digital content in writing or in such manner that the Consumer can store it in an accessible manner on a long-term data carrier:

- a. the visiting address of the Entrepreneur's business establishment where the Consumer may get into contact with any complaints;
  - b. the conditions on which and the manner in which the Consumer may exercise the right of withdrawal, or, as the case may be, clear information about his being exempted from the right of withdrawal;
  - c. the information corresponding to existing after-sales services and guarantees;
  - d. The price including all taxes of the product, service or digital content, where applicable the delivery costs and the way of payment, delivery or implementation of the distance contract;
  - e. the requirements for cancelling the contract if the contract has a duration of more than one year or for an indefinite period of time.
  - f. the standard form for withdrawal if the Consumer has the right of withdrawal.
6. In case of a continuing performance contract, the stipulation in the previous paragraph only applies to the first delivery.

#### Article 6 – Right of withdrawal

In case of products:

1. The Consumer can repudiate a purchase contract for a product without giving reasons for a period of reflection of at least 14 days. The Entrepreneur may ask the Consumer about the reason for the withdrawal but cannot force him to state his reason(s). The reflection period starts on the day the product is received by the Consumer.
2. During the reflection period the customer the consumer will treat the product and packaging with great care. He will only to unpack or use the product as needed to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will send the product with all accessories - if reasonably possible - in its original condition and packaging to the entrepreneur, according to the trader provided reasonable and clear instructions.

#### Article 7 – Costs in case of withdrawal

1. If the Consumer exercises his right of withdrawal, the Consumer shall bear the direct costs of returning the product.
2. If the consumer has paid an amount, the entrepreneur will refund this amount soon as possible but no later than 30 days after the return or cancellation.

#### Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur may exclude the right of withdrawal from the consumer to the extent provided in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur clearly in the offer, at least in time for the conclusion of the agreement, stated.
2. Exclusion of the right of withdrawal is only possible for products:
  - a. which are established by the entrepreneur to the consumer's specifications.;
  - b. that are clearly personal in nature;
  - c. that can not be returned because of their nature;
  - d. that spoil or become obsolete;
  - e. whose price depends on fluctuations in the financial market on which the entrepreneur has no influence;
  - f. for individual newspapers and magazines;
  - g. for audio and video recordings and computer software that the consumer has broken the seal.
  - h. for removal of the original labels.
- l. If the product is used.
3. Exclusion of the right of withdrawal is only possible for services:
  - a. the supply with the express consent of the consumer before the period has expired;

#### Article 9 - The price

1. The prices of the products and/or services provided shall not be raised during the validity period given in the offer, subject to changes in price due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, at variable prices. The offer will state the possibility of being subject to fluctuations and the fact that any indicated prices are target prices.
3. Price increases within 3 months after concluding the contract are permitted only if they are the result of new legislation.
4. Price increases from 3 months after concluding the contract are permitted only if the Entrepreneur has stipulated it and
  - a. they are the result of legal regulations or stipulations, or
  - b. the Consumer has the authority to cancel the contract before the day on which the price increase starts.
5. All prices indicated in the provision of products or services are including VAT.

#### Article 10 – Performance of an agreement and Guarantee

1. The Entrepreneur guarantees that the products and / or services meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and the existing laws on the date of the conclusion of the agreement provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
2. Guarantee given by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer may invoke under the contract against the trader.

#### Article 11 – Delivery and execution

1. The Entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer makes known to the company.
3. Subject to what is stated in Article 4 of these Terms and Conditions, the Company accepted orders expeditiously within 30 days unless a longer delivery has been agreed. If delivery is delayed or if an order is not or only partially carried out, the consumer receives them within 30 days after placing the order. The consumer in this case the right to terminate the contract without penalty and be entitled to any compensation.
4. In case of dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid as soon as possible but no later than 30 days after repudiation.
5. If delivery of an ordered product proves impossible, the trader will endeavor to provide a replacement product. By the delivery will be notified that a replacement item is delivered in a clear and comprehensible manner. For replacement items right of withdrawal can not be excluded. The cost of the return shipment will be paid by the entrepreneur.
6. The risk of damage and / or loss of products rests with the employer until the time of delivery to the consumer or a pre-designated and the entrepreneur announced representative, unless otherwise expressly agreed.

#### Article 12 – Payment

1. Unless otherwise agreed, the amounts owed by the consumer to be paid within 14 days after the start of the cooling off period referred to in Article 6 paragraph 1. In case of a contract to provide a service, captures this term after the consumer has received the confirmation of the agreement.
2. When selling products to consumers in general conditions may never stipulate an advance payment of more than 50%. If payment is agreed, the consumer may not assert any rights regarding the implementation of the order or service (s) before the advance payment has been made.
3. The Consumer has the duty to inform the Entrepreneur promptly of possible inaccuracies in the payment details that were given or specified.
4. In case of default by the consumer, the Entrepreneur subject to statutory limitations, the right to advance to the consumer made known to charge reasonable costs.

#### Article 13 – Complaints procedure

1. The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.
2. Complaints about the performance of the contract must promptly, fully and clearly described and submitted to the entrepreneur, after the consumer has discovered the defects.
3. The entrepreneur complaints receipt answer within a period of 14 days from the date of receipt. If a complaint is a foreseeable longer processing time, the entrepreneur will answered by within the period of 14 days with a notice of receipt and an indication if the consumer can expect a more detailed answer.
4. If the complaint can not be resolved by mutual agreement, there will be a dispute that is open to the dispute settlement rules.

#### Article 14 - Disputes

1. Contracts between the Entrepreneur and the Consumer to which these General Terms and Conditions apply, are exclusively governed by Dutch law.

#### Article 15 - Additional provisions or derogations

Additional provisions of and/or derogations from these General Terms and Conditions should not be to the Consumer's detriment and must be put in writing or recorded in such a way that the Consumer can store them in an accessible manner on a long-term data carrier.