

# Terms and Conditions - v6

MSA Safety Shop

15-10-2021

Hobrand BV  
Lingewei 1  
4004 LK Tiel  
Netherlands  
Registration Number K.v.K in Tiel: 11029400  
VAT number: NL803805172B01

## Article 1. Applicability

1. On all offers, quotations, orders and agreements of our webshop to the exclusion of any other general conditions, these Terms and Conditions (the Conditions) apply.
2. Accepting an offer or placing an order means that the applicability of these Terms.
3. Deviation from these conditions can only be done in writing, in which case the remaining provisions shall remain in force.
4. All rights and claims, as in these conditions and any further agreements for our webshop are made, are also stipulated for by our shop intermediaries and other third parties.

## Article 2. Prices and Payments

1. The prices mentioned for the products and services offered are in euros, including VAT and excluding handling and shipping, taxes or other charges unless otherwise stated or agreed in writing.
2. All payments must be made net without any discount or compensation via the payment method offered by us.
3. Payments must be made via IDEAL, Invoice, Paypal, Bancontact, Sofortbanking or transfer in advance.
4. If you do not timely, comply with our payment obligations, we are entitled to suspend the fulfillment of the obligations undertaken by you for delivery, or take back until payment has been made or proper security has been provided. The same applies before the moment of default / omission if we have reasonable suspicion that there are reasons to doubt the creditworthiness of you.

## Article 3. Delivery

1. Msa Safety Shop has a delivery time of 2-10 working days. Late delivery does not entitle you to compensation nor the right to cancel your order or to dissolve the agreement.
2. Deliveries above € 100,- excl. VAT within the Netherlands and Belgium are free, the method of shipment is determined by us. For deliveries under € 100,- excl. VAT within the Netherlands and Belgium € 15,- incl. VAT transport costs will be charged.
3. We are not liable for damages of any nature or form, related to the transport, whether the business suffered.
4. For delivery in parts each delivery is considered a separate transaction.

## Article 4 Retention

1. The ownership of products is transferred when payment is done. The risk of the products transfers to the customer at time of delivery.

## Article 5. Returning and liability

1. Especially manufactured or ordered materials and products cannot be returned.
2. You have the obligation to check at delivery if the products meet the agreement. If this is not the case, please inform us as soon as possible and in any event within five (5) business days after delivery, or after observation reasonably possible, in writing and sufficient detail.
3. If it is demonstrated that the products do not meet the agreement, we choose the products to be returned and replaced by new products or to refund the invoice value.
4. Returns are only accepted if the product and the packaging of the product are undamaged and any plastic seal on the package is not broken, also applies that the costs for returns are at the expense of the customer.
5. Our products warranty are given under the terms of our supplier.
6. The content of the webshop of MSA Safety shop and the other manifestations of MSA Safety shop has been composed with the utmost care. MSA Safety shop can not give guarantees regarding the nature, content and accuracy of the information and prices and is not liable for any obvious errors or omissions.

## Article 6. Complaints

1. For misunderstanding, delays or transmission of orders and communications of the Internet or any other communication between you and our webshop, or between our shop and others, as it relates to the relationship between you and our shop, our shop is not liable unless and insofar as there may be gross negligence on our webshop.
2. Disputes between consumers and supplier on the creation or implementation of agreements relating to this supplier to deliver or supplied products and services may be submitted in compliance with the provisions below, to the European ODR platform (<http://ec.europa.eu/consumers/odr/>); A dispute will only be dealt with by the Disputes Committee if the Consumer submitted his complaint within a reasonable time to the supplier.

## Article 7. Force Majeure

1. Without prejudice to its other rights, our webshop has in case of force majeure the right, at its option, the execution of your order to suspend the agreement without judicial intervention, by notifying you in writing. Our online and without being obliged to pay compensation, unless this is under the circumstances to standards of reasonableness and fairness.
2. Force majeure means any failure which can be attributed to our shop because it is not due to her fault and not under the law, legal action or generally accepted for its account.

## Article 8. Miscellaneous

1. If you place an adress on our webshop in writing, our webshop is entitled to send all orders to that address, unless

you send another address in writing to our webshop which your orders will be send to.

2. Where we shop for any length of time does not deviate from these Conditions, please leave affect its right to demand immediate and strict compliance with these Conditions. You can never assert any right by virtue of the fact that our shop these conditions smoothly.

3. If one or more provisions of these Terms or any other agreement with our shop in conflict with any applicable provision will to the chosen provision will lapse and will be replaced by one we adopt another lawful provision.

4. Our shop is competent in the execution of your order (s) use of third parties.

#### Article 9. Cancellation / termination

1. The customer may cancel a contract concerning the purchase of a product during a cooling-off period of 14 days. The entrepreneur may ask the customer the reason.

2. Cancellation is only accepted if the product and the packaging of the product are undamaged.

#### Article 10. Use

1. The customer is responsible for the careful preservation and management of Hobrand Algebra issued to him by usernames and passwords. Hobrand Algebra does not accept any liability arising from the (possibly improper) use of such data.

#### Article 11. Applicable law and jurisdiction

1. All rights, obligations, offers, orders and agreements to which these Conditions apply, including these conditions, only applies to the Dutch law.

2. All disputes between parties will be submitted to the competent court in the Netherlands.