

# Conditions générales - v1

Prolube.nu

20-06-2016

The terms and conditions as listed below must be read and be agreed upon before an order can be accepted.

## Terms and Conditions

General sales, delivery and payment terms and conditions of:

TracLease BV – Prolube.nu

Hoofdweg 171c 9681 AD Midwolda

E-mail: info@Prolube.nu

Chamber of Commerce nr: 02091885

VAT number: NL 8158.49.278 B01

### 1. Applicability

1.1 The terms and conditions (from now on: the conditions) apply to all offers, orders and agreements of Prolube.nu to the exclusion of any other general conditions.

1.2 Placing an order implies that the customer accepts the conditions.

1.3 Any diversion of the conditions can only be allowed after a written consent, in which case the remaining provisions will remain in force.

1.4 All rights and claims in the conditions and any further agreements stipulated for Prolube.nu, apply equally to Prolube.nu intermediaries and other third parties.

### 2. Agreement

2.1 An agreement is only valid after acceptance of the customer's order by Prolube.nu. Prolube.nu is entitled to refuse orders or to attach certain conditions to the delivery, unless stated otherwise. If an order is not accepted, the customer will be notified, along with an explanation.

### 3. Prices/Offers

3.1 No rights can be claimed from any prices and offers of Prolube.nu, and Prolube.nu expressly reserves the right to adjust prices, in particular when required under (legal) regulations.

3.2 If the prices of the products and services increase in the period between the order and its execution, the customer is entitled to cancel the order or dissolve the agreement within ten (10) days after notice of the increase by Prolube.nu

3.3 All prices are in euros, Excl. 21% VAT and excluding shipping, taxes or other charges unless otherwise stated or agreed on in writing. Before the conclusion of the agreement, the total price including shipping will be communicated via the website.

3.4 Prolube.nu is not responsible for typing, typesetting and printing errors which unintentionally lead to differences in prices. In this occurrence, prices will be corrected as soon as possible by Prolube.nu

### 4. Payments

4.1 Payments can be made in (one of) the way(s) indicated during the ordering process. An order may be submitted to further (payment/order) conditions. For payments by bank, the date of payment will be the date of crediting of the bank account of Prolube.nu

4.2 If the customer defaults on any payment, Prolube.nu is entitled to suspend or dissolve the agreement(s).

### 5. Delivery

5.1 After an order by a customer is paid for, Prolube.nu will proceed to deliver the ordered products within a week (depending in which country you live) to the address that was provided via PostNL/TNT by the current postal rates. Prolube.nu bears no liability for loss or damage of the product during transport. If the customer desires the product to be sent with an additional insurance, he can indicate this during the ordering process. The additional costs are borne by the customer.

5.2 The delivery times specified by Prolube.nu are only indicative. Late delivery does not entitle a customer to a refund or to the right to cancel his order or to terminate the agreement, unless the delay in delivery is such that the customer cannot reasonably be expected to maintain the agreement. In this case, the customer is entitled to cancel the order or terminate the agreement.

### 6. Returns

6.1 The customer has the right to return a product within 14 days after receipt without explanation, and will be refunded accordingly. Prolube.nu wants to emphasize that the return will only be accepted if the packaging of the product is undamaged, and that the costs for returns are at the expense of the customer.

6.2 It is mandatory for the customer to check if the delivered products conform to the agreement. If not, the customer has to notify Prolube.nu within 7 days by e-mail, with the order number mentioned in the subject line of his message, and a clear explanation of the reason why the article does not comply to the agreement.

6.3 If it is demonstrated that a Prolube.nu product does not meet the agreement, Prolube.nu reserves the right to replace the returned article by a new one or to return the amount paid.

6.4 Items may not be returned or exchanged if:

- the customer has tried to repair a defect.
- the article has been used and/or washed.
- the customer has not followed the instructions.

### 7. Retention

7.1 Ownership of delivered products is only transferred to the customer when he has complied to the complete payment of the purchased products. Any risks that come with the products, are for the customer as from the time of delivery.

### 8. Intellectual and industrial property

8.1 All intellectual and industrial property rights attached to products sold by Prolube.nu have to be respected unconditionally.

### 9. Complaints and liability

9.1 Prolube.nu cannot be held liable for any damage, whether physical, tangible or intangible, that could be the result of malfunction or misuse of the products sold.

9.2 The contents of www.Prolube.nu has been compiled with the greatest care. Prolube.nu cannot exclude that information is incorrect and/or incomplete. Prolube.nu is not liable for the consequences of incorrect or incomplete information on its website.

### 10. Electronic communications and evidence

10.1 Prolube.nu is not liable for misunderstandings, delays or wrong transmission of orders and messages resulting from a malfunction of Internet or other communication tools between the customer and Prolube.nu, or between Prolube.nu and other parties, unless there is intentional or gross negligence on the part of Prolube.nu.

## 11. Force Majeure

11.1 Without prejudice to its other rights, Prolube.nu reserves the right in case of force majeure to suspend the execution of the customer's order or terminate the agreement with him without judicial intervention. Prolube.nu will inform the customer of such a decision, and cannot be held liable to any damage issuing from it, except if this would be unacceptable to standards of reasonableness and fairness.

11.2 Force majeure is defined as any failure that cannot be attributed to Prolube.nu because it is not due to mistakes on its part or attributable to it under the law or current legal acts or generally accepted standards.

## 12. Privacy

12.1 Prolube.nu respects the privacy of all users of its site and ensures that personal information given by a customer will be treated confidentially. This information will only be used to process orders as quickly and easily as possible. In any other case, this information will only be used with the customer's permission. Prolube.nu will not sell personal information of customers to third parties and will only make them available to third parties that are involved in processing the customer's order.

## 13. Miscellaneous

13.1 If a customer informs us of his address in writing, Prolube.nu is entitled to send all orders to this address, until the customer informs us in writing of a change in address.

13.2 In case one or more provisions in the conditions conflict with any relevant legal provision, it or they will lapse and be replaced by Prolube.nu with a similar provision in accordance with the law.

13.3 Prolube.nu is entitled to use third parties to execute orders of the customer.

## 14. Applicable law and jurisdiction

14.1 All rights, obligations, offers, orders and agreements to which these Conditions apply, with the inclusion of the conditions themselves, fall under Dutch law only.

14.2 All disputes between parties will be submitted exclusively to a competent court in the Netherlands.

14.3 The Online Dispute Resolution website is an official website managed by the European Commission dedicated to helping consumers and traders resolve their disputes out-of-court. If you've had a problem with something you've bought online, you can use this site to try to reach an out-of-court settlement. You can only use this site if you live in the EU. In some countries this site can also be used if you are a trader and you want to complain about a customer over a good or service you sold online.

## 15. Copyright

15.1 All rights reserved. No part of this web page may be copied, stored and/or distributed without written permission from Prolube.nu.