

# Terms and Conditions - v2

Holugt Sauer

07-05-2020

## General sales and delivery conditions

Holugt Sauer

Lingewei 3

4004 LK

Netherlands

Registration Number K.v.K in Tiel: 11029400

VAT number: NL 8114 537 89B01

### Article 1. Applicability

1. 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 for the products and services offered are in euros, excluding VAT and excluding handling and shipping, any taxes or other charges unless otherwise stated or agreed in writing.
2. All payments must be made net without any discount or compensation within 30 days after the invoice date.
3. Payments must be made by deposit or transfer to our designated bank account.
4. If you are unable to meet our payment obligations, we are empowered to fulfill the commitments you have to deliver, suspend or take back until the payment is made or satisfactory security has been provided. The same applies before the date of default / default if we reasonably suspect that there are reasons to doubt the creditworthiness of you.

### Article 3. Delivery

1. The delivery times presented by our shop are only indicative. When delivery time is exceeded you are not in title to receive any compensation, you can not cancel your order or terminate the agreement.
2. Deliveries above € 500, - are free from transportation costs, route of transmission is determined by us. Under € 500,- we charge transportation costs.
3. We are not liable for damages of any kind or form, related to transportation, whether or not the business suffered.
4. If delivery in installments, each installment as a separate transaction.

### Article 4. Retention

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 packaging of the product is undamaged and any plastic seal on the package is not broken, also applies that the costs for returns are at your expense.
5. Our products warranty are given under the terms of our supplier.
6. The content of the website and webshop of Holugt Sauer and the other manifestations of Holugt Sauer has been composed with the utmost care. Holugt Sauer 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 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.
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### Article 6. Orders / communication

1. For misunderstanding, delays or transmission of orders and communications of the Internet or any other communication between you and our webhop, 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.

### 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 address 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. Quotations

1. The Seller's offers and quotations are free and are issued in written form, unless user for practical, urgent or other reasons forgoes a written offer. The offer provides for a date or date, or is determined by date. Seller is only bound by the offers if the acceptance thereof by Purchaser in writing within 30 days will be confirmed and provided that the goods offered in the tender are present or deliverable.

#### Article 10. Cancellation / termination

1. Cancellation by you is only possible if we consent.

#### Article 11. Use

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

#### Article 12. 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.