

Terms and Conditions - v1

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General Terms and Conditions of Nautical Improvements VOF, established in Vlijmen.

Version valid from March 31, 2019.

1. General

1.1 These general conditions apply to all offers of Nautical Improvements VOF. The conditions are accessible to everyone and included on the website of Nautical Improvements VOF. On request we will send you a written copy.

1.2 By placing an order you indicate that you agree with the delivery and payment conditions. Nautical Improvements VOF reserves the right to change its delivery and / or payment conditions after the expiry of the term.

1.3 Unless otherwise agreed in writing, the general or specific conditions or stipulations of third parties are not accepted by Nautical Improvements VOF recognized.

1.4 Nautical Improvements VOF guarantees that the delivered product meets the agreement and meets the specifications stated in the offer.

2. Delivery

2.1 Delivery takes place while stocks last.

2.2 In the context of the rules of distance purchase, Nautical Improvements VOF execute orders at least within 30 days. If this is not possible (because the ordered item is out of stock or no longer available), or there is a delay for other reasons, or an order cannot be executed or only partially executed, the customer will receive within 1 month of placing the order. order message and in that case he has the right to cancel the order without costs and notice of default and the purchase amount will be returned.

2.3 The obligation to supply Nautical Improvements VOF will, subject to proof to the contrary, be paid as soon as the information provided by Nautical Improvements VOF delivered goods have been offered to the buyer once. Upon delivery, the report of the carrier, including the refusal of acceptance, serves as complete proof of the offer to deliver.

2.4 All periods mentioned on the website are indicative. No rights can therefore be derived from the aforementioned periods.

3. Prices

3.1 Prices are not increased within the duration of the offer, unless legal measures make this necessary or if the manufacturer implements interim price increases.

3.2 All prices on the site are subject to printing and typing errors. No liability is accepted for the consequences of printing and typesetting errors.

3.3 All prices on the site are in Euros and include VAT. and excl. shipping costs.

4. View period / right of withdrawal

4.1 If there is a consumer purchase, in accordance with the Distance Selling Act (Article 7: 5 of the Dutch Civil Code), the buyer has the right to return (part of) the delivered goods within a period of 7 working days without giving a reason. This period starts when the ordered items have been delivered. If, after this period, the customer fails to deliver the delivered goods to Nautical Improvements VOF has returned, the purchase is a fact. Before proceeding to return, the customer is obliged to report this in writing to Nautical Improvements VOF within the period of 7 working days after delivery. The customer must prove that the goods delivered were sent back in time, for example by means of proof of mail delivery. The goods must be returned in the original packaging (including accessories and accompanying documentation) and in new condition. If the goods have been used, encumbered or damaged in any way by the customer, the right to dissolution within the meaning of this paragraph expires. With due observance of the provisions in the previous sentence, Nautical Improvements VOF make sure that within 30 days after good reception of the return shipment, the full purchase amount including the calculated shipping costs is refunded to the buyer. The return of the delivered goods is entirely for the account and risk of the buyer.

4.2 The right to dissolution, as described in the previous paragraph, only relates to the delivered goods and will in no case relate to services.

4.3 The right of withdrawal does not apply to:

- services for which the performance, with the consent of the consumer, has started for the period of seven working days
- goods or services whose price depends on fluctuations in the financial market, over which the supplier has no influence
- goods that have been manufactured to the consumer's specifications, for example custom work, or that have a clear personal character.

5. Data management

5.1 If you place an order with Nautical Improvements VOF, your data will be included in the Nautical Improvements VOF customer base. Nautical Improvements VOF adheres to the Data Protection Act and will not provide your information to third parties. See our Privacy Policy.

5.2 Nautical Improvements VOF respects the privacy of the users of the website and ensures confidentiality of your

personal information.

5.3 Nautical Improvements VOF in some cases uses a mailing list. Each mailing contains instructions to remove yourself from this list.

6. Warranty and conformity

6.1 Nautical Improvements VOF guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or existing provisions on the date of the conclusion of the agreement government regulations.

6.2 A scheme offered by the Nautical Improvements VOF, manufacturer or importer does not affect the rights and claims that the customer can assert with regard to a shortcoming in the fulfillment of the entrepreneur's obligations towards the entrepreneur on the basis of the law and / or the distance agreement.

6.3 The buyer is obliged to immediately check the delivered goods upon receipt. If it appears that the delivered item is incorrect, inadequate or incomplete, then the customer (before proceeding to return it to Nautical Improvements VOF) must immediately report these defects in writing to Nautical Improvements VOF. Any defects or incorrectly delivered goods must and may at the latest up to 1 week after delivery to Nautical Improvements VOF be notified in writing. The goods must be returned in the original packaging (including accessories and accompanying documentation) and in new condition. Commissioning after detection of defects, damage arising after detection of defects, encumbering and / or resale after detection of defects, completely voids this right to complain and return.

6.4 If Nautical Improvements VOF complaints from the customer. found to be justified, Nautical Improvements VOF at its discretion whether the delivered goods are replaced free of charge or make a written arrangement with the buyer about the compensation, on the understanding that the liability of Nautical Improvements VOF and therefore the amount of the compensation is always limited to at most the invoice amount of the goods in question, or (at the option of Nautical Improvements VOF) to the maximum in the relevant case by the liability insurance of Nautical Improvements VOF amount covered. Any liability of Nautical Improvements VOF for any other form of damage is excluded, including additional compensation in whatever form, compensation for indirect damage or consequential damage or damage due to lost profit.

6.5 Nautical Improvements VOF is not liable for damage caused by intent or equivalent recklessness of non-managerial staff. 6.6 This warranty does not apply if: A) and as long as the buyer towards Nautical Improvements VOF is in default; B) the customer has parried and / or modified the delivered goods himself or had them repaired or modified by third parties. C) the delivered goods have been exposed to abnormal circumstances or are otherwise carelessly treated or contrary to the instructions of Nautical Improvements VOF and / or instructions for use have been treated on the package; D) the defectiveness is wholly or partly the result of regulations that the government has set or will make with regard to the nature or quality of the materials used. 6.7 The supplier rejects any liability resulting from the use of its products and or services. The supplier is not responsible for damage or consequential damage caused by the breaking, tearing or other failure of its products or the consequences of the improper placing, knotting or connecting of its products by the customer, contractors commissioned by the customer and or third parties who do or do not use or use the products supplied on behalf of the customer.

7. Offers

7.1 Offers are without obligation, unless otherwise stated in the offer.

7.2 Upon acceptance of a non-binding offer by the buyer, Nautical Improvements VOF reserves the right to withdraw or deviate from the offer within the period of 3 working days after receipt of that acceptance.

7.3 Verbal commitments connect Nautical Improvements VOF only after they have been confirmed explicitly and in writing.

7.4 Offers from Nautical Improvements VOF do not automatically apply to repeat orders.

7.5 Nautical Improvements VOF its offer cannot be held to if the buyer should have understood that the offer, or a part thereof, contained an obvious mistake or error.

7.6 Additions, changes and / or further agreements are only valid if agreed in writing.

8. Agreement

8.1 An agreement between Nautical Improvements VOF and a customer comes into existence after an order commissioned by Nautical Improvements VOF feasibility has been assessed.

8.2 Nautical Improvements VOF reserves the right, without stating reasons, not to accept orders or orders or only to accept the condition that the shipment takes place on delivery or after payment in advance.

9. Images and specifications

9.1 All images; photos, drawings, etc .; including information regarding weights, dimensions, colors, images of labels, etc. on the website of Nautical Improvements VOF apply only by approximation, are indicative and cannot give rise to compensation or termination of the agreement.

10. Force majeure

10.1 Nautical Improvements VOF is not liable if and insofar as its obligations cannot be met due to force majeure.

10.2 Force majeure means any strange cause, as well as any circumstance, which should not reasonably be for its risk. Delays in or non-performance by our suppliers, disruptions in the Internet, disruptions in electricity, disruptions in e-mail traffic and disruptions or changes in technology supplied by third parties, transport difficulties, strikes, government measures, delays in supply, negligence of suppliers and / or manufacturers of Nautical Improvements

VOF as well as assistants, illness of staff, defects in aids or means of transport are expressly considered as force majeure.

10.3 Nautical Improvements VOF reserves the right to suspend its obligations in the event of force majeure and is also entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement be amended in such a way that implementation remains possible. In no case is Nautical Improvements VOF to pay any fine or compensation.

10.4 If Nautical Improvements VOF upon the commencement of the force majeure has already partially met its obligations, or can only partially meet its obligations, it is entitled to separately invoice the deliverable part and / or the deliverable part and the customer is obliged to pay this invoice as if it concerned a separate contract . However, this does not apply if the already delivered or deliverable part has no independent value.

11. Liability

11.1 Nautical Improvements VOF is not liable for damage to vessels or other objects caused by incorrect use of the products. Read the user manuals and instructions supplied and / or consult our website before use.

12. Retention of title

12.1 Ownership of all by Nautical Improvements VOF Goods sold and delivered to the customer remain with Nautical Improvements VOF as long as the buyer has the claims of Nautical Improvements VOF has not paid under the agreement or earlier or later similar agreements, as long as the customer has not yet paid for the work performed or to be performed under these or similar agreements and as long as the customer has not paid the claims of Nautical Improvements VOF has not yet paid due to a breach of such obligations, including claims with regard to fines, interest and costs, all as referred to in Article 3:92 of the Dutch Civil Code.

12.2 The information provided by Nautical Improvements VOF delivered goods that are subject to retention of title may only be resold in the context of normal business operations and may never be used as a means of payment.

12.3 The buyer is not authorized to pledge the goods that are subject to the retention of title nor to encumber them in any other way.

12.4 The customer already gives unconditional and irrevocable permission to Nautical Improvements VOF or a by Nautical Improvements VOF to be appointed third party in all cases where Nautical Improvements VOF wants to exercise its property rights, to enter all those places where its property will then be and to take those things there.

12.5 If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the customer is obliged to use Nautical Improvements VOF to be informed of this as soon as can reasonably be expected.

12.6 The buyer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to provide the policy of this insurance for inspection on first request to Nautical Improvements VOF

13. Applicable law / competent court

13.1 Dutch law applies to all agreements.

13.2 Disputes arising from an agreement between Nautical Improvements VOF and buyer, which cannot be resolved in mutual consultation, will take cognizance of the competent court within the district of 's-Hertogenbosch, unless Nautical Improvements VOF prefers to submit the difference to the competent court of the purchaser's place of residence, and with the exception of those disputes that fall within the competence of the sub-district court.