

# Terms and Conditions - v1

topzeef

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## ARTICLE 1 - Definitions

In these general terms and conditions the following definitions apply:

The company: Topzeef - Registered trademark and part of the main branch Ship Repair and Charter Company Hoogeboom, trading under Chamber of Commerce number 01054503 and branch number 000009744436, located at Streek 19 in Kimsward, the Netherlands, which sells goods directly to consumers and traders for processing / use of living and dead materials in the garden and home, hereinafter referred to as the company.

Goods: Goods are understood to mean the offer in the web shop and also other articles and services related to this sector, insofar as they are sold by the company.

Living materials: Organic products and items that require care and maintenance to stay alive, to grow and / or to develop.

Dead materials: All other products and materials.

Consumer: Any natural or legal person who - not acting in the exercise of a profession or business - instructs the company to supply goods and / or perform work.

Trader: Any natural or legal person who - acting in the exercise of a profession or business - instructs the company to supply goods and / or perform work.

Contracted work: The performance of work that has been agreed between the consumer or trader and the named company for a predetermined total amount.

## ARTICLE 2 - Applicability

2.1. These general terms and conditions apply to all offers and / or to all agreements of purchase and sale and / or the performance of work by the company to consumer and trader.

2.2. In the offer, the consumer or trader is referred to the general terms and conditions as posted on the internet at [www.topzeef.nl](http://www.topzeef.nl) and [-.com](http://-.com). By placing an order, the consumer or trader agrees to these conditions. If there are any restrictions or conditions attached to the offer, these restrictions or conditions will be clearly stated herein.

## ARTICLE 3 - Offers / Quotations

3.1. The offered goods and / or services of the company are clearly and truthfully depicted and / or described and as completely as reasonably required. If the company mentions numbers, measures, weights or other properties in its offer that are essential to the offer, it will take the utmost care to ensure that this statement is accurate.

3.2. Each offer must contain such information that it is clear to the consumer or trader what his rights and obligations are, if he accepts the offer. This concerns in particular the price, the performance, any right of return, the method of payment, any minimum duration of a continuing performance agreement, additional costs and other terms and conditions.

3.3. Offers for contracting work are made in writing on the basis of all relevant information relating to the performance of the work of which the company has become aware. The consumer or trader has a duty to provide the company with this information.

3.4. The quotation contains a complete and accurate description of the goods to be delivered and / or the work to be performed on the basis of the information provided by the consumer or trader to the company in the fourth paragraph. This description must be sufficiently detailed to enable a proper assessment of the offer by the consumer or trader.

3.5. The quotation is dated and irrevocable for 30 days after receipt, unless otherwise stated in the quotation.

3.6. The company reserves the copyright to the designs, images, drawings and sketches provided with the quotation.

3.7. Sale and delivery take place exclusively through the accepted means of payment and any restrictions thereon are indicated by the company in advance.

## ARTICLE 4 - Changes to contracted work

4.1. Changes to the accepted work and / or (individual) deviations from the general terms and conditions must be agreed in writing and recorded in or in addition to the accepted offer.

4.2. All changes in contracted work should, if a higher price would result from this, be regarded as additional work and insofar as a lower price would result from this, as less work.

4.3. Additional and less work will, without prejudice to the obligation to pay the principal, be settled between the company and the consumer or trader.

## ARTICLE 5 - The price and price changes

5.1. The price that the consumer or trader must pay is agreed in advance. The price includes VAT but excludes any packaging costs, transport costs or delivery costs. The company will provide the consumer or trader with a statement

or provide information on the basis of which these costs can be calculated by the consumer or trader in good time before concluding the agreement.

5.2. If a price change occurs within the conclusion of the agreement but before delivery and / or performance, this will not affect the agreed price.

5.3. The second paragraph does not apply to price changes arising from the law.

5.4. The second paragraph does not apply if the price increase is the result of additional work carried out by the company at the request of the consumer or trader and the consumer or trader has been informed of this in advance or the consumer or trader has been informed after the conclusion of the agreement. still wishes to make changes to the implementation thereof.

#### ARTICLE 6 - Payment / late payment

6.1. Payment takes place in a guaranteed payment method accepted by the company.

6.2. If payment after receipt of an invoice has been agreed, this payment must be made within 14 days of the invoice date.

6.3. If payment in installments has been agreed, the consumer or trader must pay according to the installments and percentages as determined in the contract.

6.4. When selling goods via [www.topzeef.nl](http://www.topzeef.nl) and [-.com](http://-.com), the company has the right to oblige the consumer or trader to pay in advance, unless otherwise agreed.

6.5. The consumer or trader is in default from the time that the agreed term has expired. After the expiry of that period, the company will send a payment reminder and still give the consumer or trader the opportunity to pay within 7 days of receipt of this payment reminder.

6.6. If payment is still not made after the payment reminder has expired, the company is entitled to charge interest from the expiry of the original payment date. This interest is equal to the statutory interest.

6.7. In case of late payment, the company has the right to suspend performance of the agreement until the claim has been paid.

6.8. All reasonably incurred and reasonable costs resulting from non-payment or late payment will be borne by the consumer or trader.

#### ARTICLE 7 - Retention of title

All goods delivered remain the property of the company as long as they have not been paid or have not been paid in full.

#### ARTICLE 8 - Delivery

8.1. Delivery is deemed to have taken place at the moment that the company places the consumer or trader in possession of the purchased goods or, in the event of refusal after written notice of default, can make the purchase. After delivery, the risk of the goods passes to the consumer or trader.

8.2. The company may assume that the goods can be delivered by usual means of transport to easily accessible places using a customary method for unloading. If transport and / or unloading entails additional costs as a result of the lack of these options, the consumer or trader is obliged to pay these additional costs, unless the consumer or trader has explicitly informed the company in advance about the lack of these options. informed. The company informs the consumer or trader about the local situation in order to be able to estimate the accessibility, the possibility of unloading in the usual manner and any additional costs. The company will record the determined details in writing in the quotation.

8.3. With due observance of what is stated in Article 3 of these general terms and conditions, the company will execute the accepted order with due speed, but no later than thirty days, unless a different term has been expressly agreed.

8.4. If the delivery is delayed either due to the (temporarily) out of stock of the ordered goods, or for other reasons, or if an order cannot or only partially be executed, the consumer or trader will receive this on time and if possible within fourteen. days after he has placed the order. With due observance of what is stated in article 8 of these general terms and conditions and except in the event of exceeding this as a result of force majeure, the consumer or trader has the right to cancel the agreement if the agreed delivery or delivery time is exceeded by more than seven working days (without costs ).

8.5. If delivery of an ordered good proves impossible, the company will make such efforts as are reasonable and fair to make a replacement item available. The company informs the consumer or trader in a clear and comprehensible manner about this, about the delivery time and about any additional or reduced price. If the consumer or trader does not agree with the delivery of the replacement item, he has the right to terminate the agreement (free of charge) and the company will refund any (down) payment within 30 days at the latest.

8.6. Delivery can be made in parts by mutual agreement, depending on whether the goods are ready or in stock.

8.7. Insofar as purchased goods are not available from stock, the company and the consumer or trader can agree on

a fixed or estimated delivery time.

#### ARTICLE 9 - Warranty

9.1. The company offers a 1-year warranty on the goods on offer. The consumer or trader sends the goods to be repaired / replaced at their own risk and expense to the address specified by the company. Goods will then be tested accordingly and in the event of a defect, the product will be replaced with the same item if it is in stock and / or ordered. A return is only valid when the affected products have been returned including the RMA number under the condition that the customer has requested the RMA accordingly.

9.2. The client cannot request a guarantee in the event of: a: in the event of negligence on the part of the consumer or trader; b: in case of changes to the products. This includes repairs not approved by the company; c: improper use, incorrect installation, incorrect voltage level, lightning strike, damage due to moisture or any other external disaster; d: if the products have not been maintained in accordance with the manual; e: in case of incorrect use or not suitable for accessories; f: when products are returned as defective of which the company cannot detect such defects.

9.3. The warranty period for repairs is 3 months. If a product is repaired or replaced, it does not extend the warranty date from the original invoice.

9.4. Any identification marks, trademarks, serial numbers, type numbers, warranty numbers or other types of identification marks placed there by the company must not be removed, damaged or altered. If this is the case, the warranty will be void.

#### ARTICLE 10 - Return Policy

10.1. The offer entails a right of return of goods for at least fourteen days, starting the day after the sale, provided that they are undamaged and unused in the original packaging and with the original invoice, unless otherwise agreed in accordance with paragraph 2 of article 3 and with due observance. of the provisions of paragraph 3 of this article.

10.2. If the consumer or trader has paid an amount (in advance), a refund will be made as soon as possible, but no later than fourteen days after application of the right of return, if the agreement to which the (advance) payment relates is not concluded or is dissolved and a refund of the (down) paid amount is offered.

10.3. Goods that have been processed or tailor-made at the request of the consumer or trader, or goods that have been ordered at the request of the consumer or trader, are always excluded from the right of return. Other limitations or exclusions of the right of return will be clearly stated in the offer.

10.3. The consumer or trader can only exercise his right of return in the manner indicated by the company in the offer.

10.4. If the right of return does not entail a refund of the purchase price but the delivery of a replacement article or a voucher, the company will state this in the offer.

10.5. Returns are at the expense and risk of the consumer or trader, unless otherwise agreed. The company may not charge any other costs in the event of termination of the agreement.

#### ARTICLE 11 - Complaints

11.1. Complaints will be handled upon presentation of proof of purchase. Complaints about the performance of the contract must be fully and clearly described and submitted to the company in good time after the consumer or trader has discovered the defects. Failure to submit the complaint on time may result in the consumer or trader losing his rights in this matter.

11.2. Complaints about damaged or incomplete deliveries must be reported within 8 days of receipt of the goods, accompanied by a clear description of the problem. If no complaints are received after 8 days, the company automatically accepts that the delivery and the delivered goods have been properly received and that no further complaints are possible.

11.3. Complaints do not entitle the consumer or trader to suspend payments due.

11.4. If a complaint is considered fair by the company, one of the following options can be appointed: a: Reconsideration of the invoice; b: Replacement of products by products with similar specifications, or free repair after receipt of the defective products. c: To take back the delivered goods and to dissolve the agreement and to recover the amount paid (if payments have been received) without entitlement to compensation.

11.5. In all cases of defective goods, the client must give the company the opportunity to repair the defective goods.

#### ARTICLE 12 - Liability

12.1. The company is liable to the consumer or trader for damage resulting from a shortcoming that is at the risk of the company or is attributable to him, or to persons in its service, or to persons appointed by him for the performance of work assigned by the consumer or trader.

12.2. The consumer or trader is liable to the company for damage caused by a shortcoming attributable to him.

12.3. The liability of products is at all times limited to the amount of the relevant invoice.

12.4. Direct or indirect damage not provided for in these general terms and conditions and for which the

entrepreneur has not accepted liability, will not be accepted by the company, unless the damage was caused by gross negligence or intentionally caused by the company. In this case, the client indemnifies the company against all claims from third parties.

#### Article 13 - Violations

13.1. The company is not liable for violations committed during the use or misuse of products obtained from or made by the company. Any damage or adverse consequences arising from incorrect use of the purchased products, or from the processing of unsuitable or illegal living or dead materials, is at the consumer's or trader's own risk.

13.2. The company keeps abreast of international laws governing our products. In the event that the company ships a product to a country where it is illegal, the company cannot accept liability for the offense committed by the customer.

13.3. For orders abroad, the consumer or trader must himself check whether the goods are legal in the country concerned. The company is in no way responsible for the consequences of importing illegal goods under local law. Read about this in the explanation in Article 15.

13.4. The company assumes no liability for violations committed during the transportation of our products by our customers to countries where they are illegal.

#### ARTICLE 14 - Conformity

14.1. The company guarantees that the goods meet the specifications stated in the offer and do not conflict with legal provisions and / or government regulations existing on the date of the conclusion of the agreement. The company also guarantees that the goods have those properties that, taking all circumstances into account, are necessary for normal use (sound and usable) as well as for special use insofar as this has been agreed.

14.2. The consumer or trader guarantees the correctness of the information provided by him. In the case of customization, or if goods are combined on the instructions of the consumer or trader, the consumer or trader guarantees the stated measurements and the instructions provided, unless there is an obvious mistake and this mistake must also have been known to the company. . If the consumer or trader makes data known orally or by telephone, the data that have not been confirmed in writing by the company will be at the risk of the consumer or trader.

14.3. The company does not guarantee defects that have arisen after delivery of the goods as a result of improper use or lack of care or that are the result of changes made to the delivered goods by the consumer or trader or third parties. Nor does the company guarantee any damage that may arise as a result of these defects.

14.4. Regardless of the provisions of paragraphs 1 and 2 regarding the commercial guarantee issued by the company, the consumer or trader retains full legal guarantee rights.

#### ARTICLE 15 - Final provision

These general terms and conditions apply to all offers and / or to all agreements for purchase and sale and / or for the performance of work to a consumer or trader.

The general terms and conditions are clearly communicated by the company to the consumer or trader with each agreement, on the basis of a reference to these terms and conditions and a statement of agreement during the payment process. These general terms and conditions can also be found publicly on our websites. By placing an order on [www.topzeef.nl](http://www.topzeef.nl) or [-.com](http://-.com), the consumer or trader automatically agrees to the conditions set.

Certain products may be illegal abroad. Our approach is designed to preferably at least prevent sales to countries where these products are not legal. However, it is impossible to keep up with the constantly changing laws in all countries. This means that the company does not take any responsibility for the possible adverse consequences of this. Therefore, check yourself whether the products you order are legal in your country. You are solely responsible for the consequences of ordering a product that is not legal in your country. If in doubt, consult your legal representative or your lawyer.