

TERMS AND CONDITIONS

In these Terms and Conditions we apply to:

- "Webstore": Van den Broek Retail, registered at the Chamber of Commerce in Eindhoven, under number 54722713.
- "Consumer" means the (potential) buyer of goods and / or services of Van den Broek Retail.

Article 1. General

1. These General Terms and Conditions apply to all offers and agreements, all products and services provided by Van den Broek Retail, unless otherwise explicitly agreed in writing.
2. The applicability of any specific conditions or terms of consumer is explicitly rejected by Van den Broek Retail.
3. All prices are quoted in Euros (€), including value added tax (VAT) and other taxes which are imposed by the government.
4. Van den Broek Retail is not liable, either under the law, nor Agreement for consequential damages or third customer in respect of (using) the Products may suffer. It includes lost profits, business interruption, loss of data and material damage.
5. Deviations from and additions to any provision in an agreement and / or the General Conditions are only valid if made in writing by and defined by Van den Broek Retail and are only valid for the relevant Agreement.

Article 2 - The offer

1. If an offer is of a limited duration or subject to conditions, will this be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the products and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer as possible. Van den Broek Retail uses images which are a true reflection of the products and/or services. Obvious mistakes or errors in the offer does not bind Van den Broek Retail.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached by accepting the offer. This concerns in particular:
 - the price including taxes;
 - any costs of delivery;
 - how the agreement will be achieved and what actions they require;
 - whether to apply the right of withdrawal;
 - the method of payment, delivery or performance of the contract;
 - the deadline for accepting the offer, or the deadline for adhering to the price;
 - the level of the rate of distance communication if the cost of using the technique of distance communication are calculated on a basis other than the basic rate;
 - If the agreement after the adoption is filed, how consumers can consult these;
 - how the consumer before the conclusion of the agreement by him popular acts can get informed, and the way he can recover before the contract is concluded;
 - any language which, in addition to Dutch, the contract may be entered;
 - the conduct of behavior to which Van den Broek Retail is subject and the way the consumer can consult this behavior by electronic form; and
 - the minimum duration of the contract on distance contract in the event of a contract that involves the continuous or periodic supply of products or services.

Article 3 - The agreement

1. The agreement is, subject to the provisions of paragraph 4, concluded at the time when the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted the offer electronically Van den Broek Retail confirms immediate by electronic way the receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the operator will take appropriate safety precautions.
4. Van den Broek Retail reserves the right not to accept orders without giving any reason, or only under different conditions. If the contract only can be performed under different conditions, the consumer has the right to cancel the contract without charge.

Article 4. Modification of the Agreement

1. If during the execution of the agreement shows that for a proper execution it is necessary to modify or supplement the work to be done, both parties shall change the contract accordingly on time and in good consultation with each other.
2. If the parties agree that the Agreement is amended or supplemented, the time of completion of the implementation can be affected. Van den Broek Retail will as soon as possible inform the consumers.
3. If the amendment or supplement have financial and/or qualitative consequences, Van den Broek Retail will inform the consumers in advance. If a fixed fee has been agreed, Van den Broek Retail must indicate to what extent the amendment or supplement to the agreement will increase the fee.
4. Notwithstanding paragraph 3 Van den Broek Retail will not be able to charge additional costs if the change or addition is the result of circumstances attributable to Van den Broek Retail.

Article 5. Delivery and implementation

1. Van den Broek Retail will take the utmost diligence in the acceptance and implementation of orders and products in assessing applications for the provision of services.
2. All by Van den Broek Retail in the Webstore named (delivery) dates are approximate and are determined on the basis of the information and circumstances known by Van den Broek Retail when entered the agreement. Quoted delivery times will never be regarded as a deadline. If a change of information and/or conditions, regardless of the foresee ability thereof, delays the delivery date accordingly. In late delivery, you have to notice in writing the failure of Van den Broek Retail to deliver whereby Van den Broek Retail must get a reasonable time to deliver.
3. Exceeding the Van den Broek Retail delivery times, from any cause whatsoever, will never entitle the consumer to compensation or non-fulfillment of any breach of its obligation under the relevant agreement or a related agreement.
4. Where Van den Broek Retail dissolves the order entirely or partially it is entitled to the unpaid portion of the delivered goods to take back. Dissolution and/or take back will not devolves the right of Van den Broek Retail on damages.
5. Exceeding the maximum delivery time of 30 days you have the right to terminate the contract without charge. You will need to send an email or letter to Van den Broek Retail. Any payments already made in that case will be returned to you within 30 working days after notification.
6. The risk of damage and/or loss of products based to the time of delivery to the consumers lies in the hand of the business, unless otherwise expressly agreed.

Article 6. Right of withdrawal

1. After the consumer received his/her product, the consumer has the power to cancel the agreement with Van den Broek Retail within fourteen (14) days after receiving the product. Consumers do not to give a reason for this.
2. If the consumer wants to dissolve the agreement pursuant to article 6.1, the consumer has to inform Van den Broek Retail in writing (via e-mail or letter) of his intending. The consumer needs to send the product - after consultation with Van den Broek Retail - to a return address determined by Van den Broek Retail. This should be done in the original, undamaged packaging. Opened packages are not reversed, opening the package means that the product or products are to be maintained. Consumers should bear the costs and risk for shipment.
3. If the consumer has already made payments at the time the consumer revokes the agreement with Van den Broek Retail by article 6.1 and 6.2 of this Purchase Terms, Van den Broek Retail will reimburse these payments within fourteen (14) days after Van den Broek Retail receives the returned product by the consumer. Van den Broek Retail reserves the right to return products or to take only a portion of the amount already paid by credit when it is suspected that the product has been opened, used or when consumer debt (other than Van den Broek Retail or the supplier of the product) is damaged.
4. If a product is returned and in the opinion of Van den Broek Retail is damaged by an act or omission due to the consumer or is otherwise at risk for the consumers, Van den Broek Retail will inform the consumer in writing (via letter or e-mail) of this. Van den Broek Retail is entitled to the depreciation of the product as a result of this damage from the consumer to repay the amount due.

Article 7. Price and –changes

1. All by Van den Broek Retail communicated prices are expressed in Euro's and are inclusive of Value Added Tax (VAT), unless otherwise stated, and exclusive of any other statutory or other mandatory government charges unless otherwise stated.
2. Offers valid while supplies last.
3. Van den Broek Retail is not bound by its offer if there is pressure, starch or bugs in its catalogs, mailings or on the Web shop. Obvious errors may even after the completion of the agreement corrected by Van den Broek Retail.
4. Delivery outside the Netherlands are at different rates. Certain payment methods apply additional conditions relating to the delivery method and the associated costs. The prices are based on the offer during the current prices, rates, wages, taxes, duties, charges, freight, etc. If after confirmation of the above factors a change occurs, it is agreed that Van den Broek Retail change the price accordingly, as far as this is not prohibited by law, and regardless of whether the change Van den Broek Retail was foreseeable at the time of concluding the agreement.
5. Changes to the agreed price entitles you to cancel the order or the agreement within ten (10) days after notice of the increase by Van den Broek Retail.
6. Discounts and other (price) Agreements are limited in time and apply for a single agreement. No rights can be derived from this for other agreements.

Article 8. Payment

1. Unless otherwise agreed, delivery will only take place by payment in advance.
2. If the consumer does not have paid the bill of Van den Broek Retail within 14 days after payment, the consumer is in default. In that case, all claims of Van den Broek Retail on the consumer are due immediately.

Article 9. Warranty

1. The warranty is determined by applicable law, which, in case of defective products we first want to swap the products. If the swap product is also defective, you can return the products to refund the full purchase price (excluding shipping). See also Article 6.

Article 10. Retention

1. All the consumer goods remain the property of Van den Broek Retail until full payment of all amounts, including costs, payable by the consumer under the agreement for services rendered or to goods or services performed or to be undertaken, and to respect of claims for the failure to comply with that agreement.
2. The consumer is bound for careful handling of goods, to have and lacks the right goods other than the written permission of Van den Broek Retail, to encumber or to borrow and/or on this (stationary) pledge to establish, as long as consumers fully have met its obligations to Van den Broek Retail.
3. Where Van den Broek Retail dissolves the order entirely or partially it is entitled to the unpaid portion of the delivered goods to take back. Dissolution and/or take back leaves the right for Van den Broek Retail on compensation.

Article 11. Force Majeure

1. If in case of force majeure Van den Broek Retail cannot fulfill its obligations to the consumer, the fulfillment of the obligations is suspended for the duration of the force majeure.
2. In event of Force Majeure, the consumer has no right to any (non-) Payment, even as Van den Broek Retail has any advantage due to the force majeure.
3. Van den Broek Retail will as soon as possible notify consumers in case of a (threatened) force majeure.

Article 12. Defects; Complaint deadline

1. Complaints about the work of (supply) of products should be reported in writing to Van den Broek Retail by the consumer within eight days after discovery, but within thirty days after completion of the work concerned or (delivery) of products.
2. If a complaint is valid Van den Broek Retail will still do the work or supply the products as agreed, unless otherwise agreed.

Article 13. Applicable law

1. On all agreements between the consumer and Van den Broek Retail the Dutch law applies.