General Terms and Conditions of Airfixr BV

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Article 1 - Definitions

In these General Terms and Conditions, the following definitions apply:

1. **Buyer**: a buyer that, acting in the course of a profession or business, enters into a distance contract with the Seller
2. **Day**: calendar day
3. **Continuing Performance Contract**: a distance contract relating to a series of products and/or services of which the supply and/or purchase obligation is spread over time
4. **Durable data carrier**: any means that enables the Buyer or Seller to store information addressed to them personally in a way that allows future consultation and unaltered reproduction of the stored information
5. **Seller**: the legal entity (Airfixr BV) that offers products and/or services at a distance to the Buyer
6. **Distance contract**: a contract whereby exclusive use is made of one or more means of communication at a distance within the framework of a system organized by the Seller for distance selling of products and/or services, up to and including the conclusion of the contract
7. **Medium for communication at a distance**: means of communication for entering into a contract between the Buyer and the Seller that have not been together simultaneously in the same room.
8. **General Conditions**: the current General Terms and Conditions of the Seller

Article 2 - Identity of the Seller

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Article 3 – Applicability

1. These General Conditions apply to any offer from the Seller, order placed by the Buyer, and contract between the Seller and the Buyer.
2. Before the distance contract is concluded, the text of these General Conditions will be made available to the Buyer. If this is not reasonably possible, it will be indicated that the General Conditions can be inspected at the Seller's premises before the distance contract is concluded and they will be sent free of charge as soon as possible at the request of the Buyer.
3. If the distance contract is concluded electronically, then, contrary to the previous section and before the distance contract is concluded, the text of these General Conditions may be made available electronically to the Buyer in such a way that the Buyer can easily store it on a durable data carrier. If this is not reasonably possible, it will be indicated where the General Conditions can be viewed electronically before the distance contract is concluded and that they will be sent electronically or otherwise free of charge at the request of the Buyer.
4. If any provision of these General Conditions is at any time wholly or partially void or voidable, the contract and these General Conditions shall otherwise remain in force and the provision in question shall be replaced through agreement by a provision that approximates to the purport of the original as closely as possible.
5. Situations that are not regulated in these General Conditions should be assessed in the spirit of these General Conditions.
6. Uncertainties about the interpretation or content of any provision of these General Conditions, should be interpreted in the spirit of these General Conditions.

Article 4 - The offer

1. Offers are subject to contract. The Seller is entitled to change the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Buyer. If the Seller uses images, these are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on the Seller.
3. All images, specifications and information contained in the offer are indicative and cannot give justify a claim for compensation or termination of the contract.
4. Product images are a true representation of the products offered. The Seller cannot guarantee that the colours shown correspond exactly with the real colours of the products.
5. Each offer contains such information that it is clear to the Buyer what rights and obligations are attached to the acceptance of the offer. In particular:
    - The price does not include taxes.
    - The price does not include the cost of shipping.
    - The manner in which the contract will be concluded and what actions will be necessary for that purpose.
    - The method of payment, delivery and execution of the contract.
    - The period for acceptance of the offer or the period within which the Seller guarantees the price.
    - The amount of the rate for distance communication if the costs of using the means of distance communication are calculated on a basis other than the regular basic rate for the means of communication used.
    - Whether the contract will be archived after its conclusion and if so, how it can be consulted by the Buyer.
    - How the Buyer, before concluding the contract, can check the data it has provided within the framework of the contract and, if desired, rectify it.
    - Any other languages in which the contract may be concluded in addition to Dutch
    - The codes of conduct to which the Seller is subject and the way in which the Buyer can consult these codes of conduct electronically.
    - The minimum duration of the distance contract in the case of a continuing performance contract.

Article 5 - The Contract

1. Subject to the stipulations of section 4, the contract is concluded at the time of acceptance by the Buyer of the offer and compliance with the set conditions.

2. If the Buyer has accepted the offer electronically, the Seller will immediately confirm receipt of acceptance of the offer electronically. Until the Seller has acknowledged receipt of this acceptance, the Buyer is free to cancel the contract.
3. If the contract is concluded electronically, the Seller will take appropriate technical and organisational measures to secure the electronic transfer of data and ensure a secure web environment. If the Buyer can pay electronically, the Seller will take appropriate security measures.
4. The Seller may investigate – within the legal framework – whether the Buyer can meet its payment obligations and obtain all other information that is important for a responsible conclusion of the distance contract. If the Seller has good grounds for not concluding a contract based on this investigation, the Seller is entitled to refuse an order, stating reasons, or to attach special conditions to the performance.
5. The Seller will include the following information with the product or service to the Buyer, in writing or in such a way that the Buyer can store this information in an accessible manner on a durable medium:
   a. The visiting address of the Seller's business establishment to which the Buyer can contact with complaints.
   b. Information about warranties and existing after-sales service.
   c. The information included in Article 4, section 3, of these General Conditions, unless the Seller has already provided this information to the Buyer prior to the execution of the contract.
   d. The requirements for termination of the contract if the contract is for a fixed term of more than one year or is for an indefinite term.
6. In case of a continuing performance contract, the previous section shall only apply to the first delivery.
7. Each contract is concluded conditional upon sufficient availability of the products concerned.

Article 6 - The price

1. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or stipulations.
2. Price increases from 3 months after the conclusion of the contract are only allowed if the Seller has stipulated this and:
   a. They are the result of statutory regulations or stipulations; or
   b. The Buyer has the authority to terminate the contract as of the day on which the price increase takes effect.
3. The prices products or services stipulated in the offer are net of VAT.
4. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the Seller is not obliged to deliver the product according to the erroneous price.

Article 7 - Exclusion of the Cancellation Right

1. When purchasing products, the Buyer is not permitted to terminate the contract without giving reasons. Therefore, there is no cooling off time or cancellation right. Since this is a commercial contract, there is no cancellation right.

Article 8 - Conformity and Warranty

1. The Seller guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the existing legal stipulations and/or government regulations on the contract date. If agreed, the Seller also guarantees that the product is suitable for applications other than the normal use.
2. A guarantee provided by the Seller, manufacturer or importer does not affect the legal rights and claims that the Buyer can assert against the Seller under the contract.
3. Any defects or incorrectly delivered products must be reported in writing to the Seller within 10 working days after delivery. Products must be returned in the original packaging and in new condition and after approval and coordination with the Seller.
4. The Seller’s warranty period corresponds to the manufacturer's warranty period. However, the Seller is not responsible for the ultimate suitability of the products for each individual application by the Buyer, nor for any advice regarding the use or application of the products.
5. The guarantee does not apply if:
   - The Buyer has repaired and/or processed the delivered products itself or has had them repaired and/or processed by third parties.

- The delivered products have been exposed to abnormal conditions or otherwise treated carelessly or have been treated contrary to the instructions of the Seller and/or as stated on the packaging.
- The defect is wholly or partly the result of regulations that the government imposed at any time with regard to the nature or the quality of the materials used.

Article 9 - Delivery and Execution

1. The Seller will take the greatest possible care in receiving and executing orders for products and in assessing requests for the supply of services.
2. The place of delivery shall be the address that the Buyer has provided to the Seller.
3. Subject to section 4 of this article, the Seller will execute accepted orders expeditiously but at the latest within 30 days, unless the Buyer has agreed to a longer delivery period. If delivery is delayed, or if an order is not or only partially carried out, the Buyer shall be notified of this no later than 30 days after it placed the order. In that case, the Buyer has the right to terminate the contract free of charge. The Buyer has no right to compensation.
4. All delivery times are indicative. The Buyer cannot derive any rights from any of the indicated periods. Exceeding a deadline does not entitle the Buyer to compensation.
5. In the event of termination in accordance with section 3 of this article, the Seller will refund the amount paid by the Buyer as soon as possible, but at the latest within 14 days after termination.
6. If delivery of an ordered product turns out to be impossible, the Seller will do its utmost to make a replacement article available. At the latest upon delivery, it will be clearly and comprehensibly stated that a replacement article will be delivered. The costs of any return shipment shall be borne by the Seller.
7. The Seller shall be responsible for the risk of damage and/or loss of products, until the moment of delivery to the Buyer or a previously appointed and announced representative, unless explicitly agreed otherwise.
8. The shipment of quartz glasses and lamps is at the Buyer's risk.

Article 10 - Continuing Performance Contracts: duration, termination and renewal

Termination

1. The Buyer may terminate a contract for an indefinite term that is intended for the periodical delivery of products (including electrical products) or services at any time, subject to agreed termination rules and a notice of up to one month.
2. The Buyer may terminate a fixed-term contract that is intended for the periodical delivery of products (including electrical products) or services at any time at the end of the definite period, subject to agreed termination rules and a notice of up to one month.
3. The Buyer may terminate the contracts referred to in the previous sections:
    - At any time and not limited to termination at a specific time or subject to a specific notice period;
    - At least in the same way as they were entered into by the Buyer;
    - Always with the same notice period as the Seller has stipulated for itself.

Renewal

4. A fixed-term contract that is intended for the periodical delivery of products (including electrical product) or services may not be tacitly renewed or renewed for a fixed term.
5. Contrary to the previous section, a fixed-term contract that is intended for the periodical delivery of daily newspapers, news and weekly newspapers and magazines may be tacitly renewed for a fixed period of up to three months. The Buyer may terminate this extended contract at the end of the extension with a notice period of up to one month.
6. A fixed-term contract that is intended for the periodical delivery of products or services may only be tacitly renewed for an indefinite period if the Buyer may terminate such a contract at any time with a notice period of up to one month and a notice period of up to three months in case the contract is intended for the periodical, but less than once per month, delivery of daily newspapers, news and weekly newspapers and magazines.
7. A fixed-term contract for the periodical delivery of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) will not be tacitly continued and will end automatically at the end of the trial or introductory period.

Duration

8. If a contract has a fixed term of more than one year, the Buyer may terminate the contract at any time after one year with a notice of up to one month, unless it would not be fair and reasonable to terminate the contract before the end of the fixed term.

Article 11 – Payment

1. Unless otherwise agreed, the amounts owed by the Buyer must be paid within 7 working days after the start of the cooling off period as referred to in Article 6, section 1. In the case of a contract for services, this period commences after the Buyer has received confirmation of the contract.
2. The Buyer must report to the Seller without delay any inaccuracies in the payment details provided or stated.
3. In the event of non-payment by the Buyer, the Seller has the right, subject to legal restrictions, to charge the Buyer in advance for reasonable costs to be incurred.

Article 12 - Complaints Procedure

1. The Seller has published an adequate complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Any complaint about the performance of the contract must be submitted in writing to the Seller, with a full and clear description of the defect, within 7 days after the Buyer has discovered the defect.
3. Any complaint submitted to the Seller will be answered within a period of 14 days after the date of receipt. If a complaint requires a foreseeably longer processing time, the Seller will respond within the period of 14 days to confirm receipt and to indicate when the Buyer can expect a more detailed answer.

Article 13 - Disputes

1. Dutch law shall exclusively apply to contracts between the Seller and the Buyer to which these General Conditions apply, even if the Buyer resides abroad.
2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Article 14 - Additional or different stipulations

Any provisions that are additional or alternative to the provisions of these General Conditions may not be to the detriment of the Buyer and must be recorded in writing or in such a way that they can be stored by the Buyer in an accessible manner on a durable data carrier.