



General Sales Conditions Deboekhandel.nl BV

GENERAL SALES CONDITIONS

Article 1. Applications

- 1.1 These Sales Conditions shall apply to all offers, orders and agreements of Deboekhandel.nl. These Conditions are filed at the Chamber of Commerce in Lelystad.
- 1.2 Accepting an offer or placing an order automatically means the customer has agreed to our Terms and Conditions.
- 1.3 Deviations from and additions to these Terms and Conditions shall only be valid if they have been expressly agreed in writing. If any provision of these Terms and Conditions is null and void or annulled, the other provisions shall remain in full force.
- 1.4 All these rights and claims shall also be in force for third parties, called upon by Deboekhandel.nl.

Article 2. Offer and agreement

- 2.1 All offers and other statements by Deboekhandel.nl shall be without obligation. Deboekhandel.nl may change the prices or withdraw offers at any time, in particular when this is legally required. (See also: article 3.6.)
- 2.2 An agreement is made the minute the order has been accepted by Deboekhandel.nl. Deboekhandel.nl may reject orders or set conditions at any time, unless specifically stated otherwise.

Article 3. Price and payment

- 3.1 All prices shown on the website shall be in Euro and are inclusive of tax (VAT), where applicable, and exclusive of postage and delivery expenses and possible other levies imposed by the government, unless specifically stated otherwise.
- 3.2 Payment shall be made without discount or compensation within fourteen days of the invoice date. If the order is sent outside The Netherlands, payment shall be made within twenty-one days of the invoice date, unless otherwise agreed in writing.
- 3.3 Deboekhandel.nl accepts several forms of payment, as mentioned during the process of placing an order. Deboekhandel.nl may set extra order conditions. If the amount owed is paid into our bank account, the day Deboekhandel.nl receives the payment shall be considered the transfer day.

- 3.4 If the customer does not pay the amount owed on time, the customer shall owe a legal interest of 1% per month on the outstanding amount. If the payment is made after a written demand or notice of default, extra administrative expenses (€ 25.=) shall be charged. If Deboekhandel.nl calls upon bailiffs, the customer shall owe the additional bailiff's expenses (which are at least 10% of the outstanding amount). Deboekhandel.nl may also choose to charge all extra costs made by external experts.
- 3.5 If the customer does not pay the amount owed on time, Deboekhandel.nl shall be entitled to suspend or terminate the agreement.
- 3.6 If the prices for the offered products and services increase between the time the order was placed and the moment it was delivered, the customer will be entitled to cancel or terminate the order within ten days after Deboekhandel.nl made the announcement of price increase.

Article 4. Delivery

- 4.1 All delivery and other periods stated or agreed by Deboekhandel.nl are estimates. The mere fact that a stated or agreed delivery or other period has been exceeded, shall not cause Deboekhandel.nl to be in default. Deboekhandel.nl shall not be obligated to pay damage. The customer shall not be entitled to cancel the order or terminate the agreement, unless delivery cannot take place in a reasonable period of time. If delivery does not take place within thirty days, the customer is entitled to cancel the order or terminate the agreement. Payments already received shall be refunded within thirty days.
- 4.2 Delivery of our products shall take place as soon as possible. Deboekhandel.nl shall properly exert its best efforts to observe agreed delivery and other periods as much as possible.

Article 5. Property rights

- 5.1 Transfer of property takes place as soon as the customer has paid Deboekhandel.nl all amounts owed. However, the risk shall pass to the customer when the product is delivered.

Article 6. Intellectual and industrial property rights

- 6.1 The customer shall be held to all intellectual and industrial property rights that apply to products delivered by Deboekhandel.nl.
- 6.2 Regarding the delivered goods, Deboekhandel.nl cannot exclude violation of any (unwritten) intellectual and industrial property rights of third parties.

Article 7. Liability and indemnity

- 7.1 The customer must check the goods immediately after receipt. The customer shall provide Deboekhandel.nl with a written notice with a statement of reasons within seven days of delivery if a product is damaged, faulty or incorrectly supplied.
- 7.2 If the customer has proven a default, Deboekhandel.nl has the choice of either to substitute the item or to refund the invoice amount.
- 7.3 The customer is entitled to return unwanted goods within seven days of delivery. Products must be returned in their original condition and packaging. Postage or other return costs shall be the customer's responsibility. Deboekhandel.nl shall refund the total invoice amount within thirty days after receipt of the returned items.

Article 8. Orders and communication

- 8.1 Any misunderstanding, mutilation or delay of orders, as a result of communications not coming through adequately via transmission by mail, telephone, telegraph, telex or any other means of communication used in transactions between the customer and Deboekhandel.nl, shall not cause Deboekhandel.nl to be in default, unless intentional or grossly negligent conduct was involved.

Article 9. Force majeure

- 9.1 Deboekhandel.nl shall not be obliged to perform any obligation if it is prevented from doing so by a situation of force majeure. In this case, Deboekhandel.nl is entitled to choose either to postpone or to terminate the agreement without consulting a judge. Deboekhandel.nl shall provide the customer with a written notice. Deboekhandel.nl shall not be obligated to pay damage, unless there is an objective serious reason to do so.
- 9.2 By force majeure any unforeseen circumstance occurring beyond the control of Deboekhandel.nl is meant, and as a result of which the customer can no longer reasonably expect Deboekhandel.nl to meet its obligations under the agreement.

Article 10. Other conditions

- 10.1 If the customer has provided Deboekhandel.nl with an address by written notice, Deboekhandel.nl is entitled to deliver all orders to that address, unless the customer provides Deboekhandel.nl with another address by written notice.
- 10.2 If Deboekhandel.nl either tacitly or openly allows these Conditions to be violated during a short or long period of time, Deboekhandel.nl will still be entitled to demand full implementation of these Conditions.
- 10.3 If one or more of these Conditions or other agreements with Deboekhandel.nl are contrary to Dutch law or would violate right of third parties, these Conditions shall be held invalid or unenforceable and be replaced by new, similar and valid Conditions.
- 10.4 Deboekhandel.nl is entitled to contract third parties for its fulfilment of its obligations.

Article 11. Applicable law and disputes

- 11.1 Dutch law shall govern all rights, offers, orders and agreements between Deboekhandel.nl and the customer, as well as these Sales Conditions.
- 11.2 Deboekhandel.nl is connected to the Dutch 'Thuiswinkel Waarborg'. If there is a difference of opinion or an arising dispute, the verdict of this fund will be binding.