

**In the event of a dispute, the general terms and conditions of De Blaker shall prevail exclusively in Dutch.**

General Terms and Conditions of Sale for De Blaker exclusive Webshop (KVK 06059835 Enschede), filed with the Chamber of Commerce under number 06059835 in accordance with the latest version.

**1. Applicability**

1. These Terms and Conditions form part of all offers from and agreements with V.O.F. De Kandelaar also trading under the name De Blaker exclusief (hereinafter referred to as De Blaker exclusief), unless agreed otherwise in whole or in part.

2. All offers are without obligation.

**2. Reminder period & Returns**

*Right of revocation upon delivery of products*

1. The consumer may dissolve an agreement regarding the purchase of a product during a reflection period of up to 14 days without giving reasons. 2. The cooling-off period referred to in paragraph 1 shall commence on the day after the consumer, or a third party other than the carrier and previously designated by the consumer, has received the product, or:

a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The Blaker exclusief may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for multiple products with a different delivery time;

b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, has received the last shipment or the last part;

c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

### *Obligations of the consumer during the cooling-off period*

3. During the reflection period the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop. If the consumer does not do this, he is liable for the depreciation of the product.

### *Costs in case of withdrawal*

4. If you have already paid, we will refund this amount as soon as possible, but at the latest within 14 days after the return or revocation.

5. The Blaker exclusively uses for a refund the same means of payment that the consumer has used, unless the consumer agrees to another method. The refund shall be free of charge for the consumer.

6. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the Blaker shall not be required to reimburse the additional costs of the more expensive method.

### *How should you act?*

7. In order to exercise your right of withdrawal, you must fill in the withdrawal form ([click here to download](#)) and send it to us by post or scan and email it. You must do this within the reflection period.

8. The consumer shall return the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided exclusively by De Blaker.

#### *Exclusion of right of withdrawal*

9. The Blaker exclusively may exclude the following products and services from the right of withdrawal, but only if the Blaker has clearly stated this when making the offer, or at least in good time prior to the conclusion of the contract:

a. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;

b. Sealed products which are not suitable for return for reasons of health protection or hygiene and whose seal has been broken after delivery;

c. Products which, by their nature, have been irrevocably mixed with other products after delivery.

#### *Returns*

10. If you exercise the right of withdrawal, any costs incurred in returning your order will be at your own expense.

11. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

### **3. Delivery**

1. The Blaker exclusively is entitled to execute the contract in several stages and to invoice the part thus executed separately.
2. The Blaker on an exclusive basis works with a down payment prior to delivery.
3. In the case of an order, there is an offer and acceptance, and the obligation to pay and take delivery is created.
4. For the delivery of purchased goods, De Blaker will charge transport costs only.
5. The delivery of purchased goods takes place behind the first door at the address that is exclusively known to De Blaker.
6. If, in consultation with De Blaker, the purchase price has not yet been paid (in full), the purchase price (or the remainder thereof) will be paid upon delivery, unless agreed otherwise.
7. If the consumer refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, the purchased items will be stored at the expense and risk of the consumer.
8. The obligation of De Blaker uitsluitend to deliver shall, subject to proof to the contrary, be fulfilled as soon as the items delivered by De Blaker exclusively have been offered to the consumer once. In the case of home delivery, the report of the transporter, containing the refusal of acceptance or impossibility of delivery, will constitute full proof of the offer to deliver, subject to proof to the contrary.
9. In the event of refusal of the goods offered, return freight and storage costs, as well as the risk of damage or loss of the refused goods shall be entirely at the expense of the consumer, unless the consumer invokes the right to terminate the purchase or to replace the goods on good grounds.

#### **4. Retention of title**

1. The ownership of all goods sold and delivered by De Blaker exclusively to the consumer remains with De Blaker as long as the consumer has not paid De Blaker's claims exclusively under the contract or earlier or later similar contracts.

2. The consumer is not authorised to pledge the items subject to retention of title or to encumber them in any other way.

## **5. Warranty and repair**

1. The Blaker exclusively does not offer a more extensive warranty on delivered goods than the warranty(s) of the manufacturer of these goods, without, however, affecting the rights of the consumer arising from mandatory statutory provisions.

2. However, the Blaker is never responsible for the ultimate suitability of the goods for each individual application by the consumer, nor for any advice regarding the use or application of the goods.

3. In the event of a guarantee, De Blaker exclusively will only offer a replacement product if repair is not possible and the manufacturer or supplier provides De Blaker exclusively with the opportunity to do so.

4. Repairs are based on the complaints described on the delivery note.

5. If the product has not been purchased from De Blaker exclusively or if no warranty is provided by the manufacturer and/or supplier, handling costs for the repair may be charged.

6. The costs of the repair and/or handling will only be determined on the basis of the number of working hours, the call-out costs, the collection and return costs, the research costs, the costs of the materials used, the shipping and administrative costs and the costs incurred by third parties, all inclusive of VAT.

## **6. Advertisements**

1. The consumer is obliged to check the delivered goods immediately upon receipt. If it appears that the delivered item is wrong, faulty or incomplete, the consumer must (before returning it to De Blaker exclusive) immediately report these defects in writing to De Blaker exclusive. Any defects or incorrectly delivered goods must be reported to De Blaker exclusively within 8 days of delivery.

in writing. Goods must be returned in their original packaging (including accessories and accompanying documentation) and in new condition. Commissioning after the discovery of defects, damage caused after the discovery of defects, encumbrance and/or resale after the discovery of defects, De Blaker is exclusively entitled to deduct an amount as compensation for the reduction in value.

2. A warranty claim does not apply if:

a. as long as the consumer is exclusively in default towards De Blaker;

b. the consumer has repaired and/or processed the delivered goods himself or has had them repaired and/or processed by third parties;

c. the delivered goods have been exposed to abnormal circumstances or have otherwise been treated carelessly or have been treated contrary to De Blaker's exclusive instructions and/or instructions for use on the packaging;

d. the defect is wholly or partially the result of regulations that the government has set or will set with regard to the nature or quality of the materials used.

## **7. Liability**

1. The extent of De Blaker's liability is in any case limited per event to compensation of the direct damage up to the amount that is paid out in the relevant case on the basis of its liability

insurance(s), to be increased by the amount of the deductible that is not at the expense of those insurers pursuant to the policy conditions. The policies are exclusively available for inspection at the office of De Blaker and information about these policies will be provided on first request. If no insurance has been taken out or no policy cover has been provided, the damage will be limited to a maximum of the amount of the price stipulated for that agreement (ex. VAT). The Blaker exclusive is entitled, at its own discretion and insofar as it is in a position to do so, to redeliver in whole or in part instead of paying the price stipulated for the agreement.

2. Liability on the part of De Blaker exclusively for indirect damage, such as, but not limited to, consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business stagnation and all forms of damage other than those mentioned in paragraph 1, for whatever reason, is excluded.

3. All claims against De Blaker exclusively lapse one year after this claim has been communicated by the consumer, or should have been communicated, unless this claim has meanwhile been brought before the competent court. De Blaker uitsluitend is not liable towards the consumer as long as the consumer has not fulfilled his obligations towards De Blaker uitsluitend.

4. De Blaker is not exclusively liable for damage caused by auxiliary persons, also by their intent or deliberate recklessness.

5. Restrictions of liability in favour of De Blaker exclusively also apply in favour of the partners, employees and non-subordinate representatives and auxiliary persons of De Blaker exclusively.

6. The limitations of liability set out in these terms and conditions do not apply if the damage is due to intent or wilful recklessness on the part of De Blaker uitsluitend or its executive subordinates.

## **8. Force majeure**

1. If De Blaker cannot fulfil its obligations towards the consumer exclusively due to a non-attributable shortcoming (force majeure), the obligations will be suspended for the duration of the force majeure situation.

2. If any force majeure situation has lasted two months, both parties have the right to dissolve the agreement in writing, in whole or in part.

3. In the event of force majeure on the part of De Blaker exclusively, the consumer is not entitled to any (damages) compensation, not even if De Blaker exclusively could have any advantage as a result of the force majeure.

4. Force majeure is understood to mean any circumstance beyond the control of De Blaker, as a result of which the fulfilment of its obligations towards the consumer is wholly or partially prevented, or as a result of which the fulfilment of its obligations cannot reasonably be demanded of De Blaker exclusively, regardless of whether that circumstance was foreseeable at the time the agreement was concluded. These circumstances also include: strikes, fire, machine breakdowns, stagnation, other problems in the production of the manufacturers or suppliers of products sold by De Blaker exclusively and/or changes in the product range of these manufacturers or suppliers and/or measures taken by any government authority, as well as the absence of any governmental permit.

## **9. Termination**

A contract between De Blaker exclusively and the consumer is terminated by any failure on the part of the consumer to comply with this contract, without prejudice to De Blaker's exclusive right to claim damages.

## **10. Applicable law and disputes**

1. All offers and agreements of De Blaker are exclusively governed by Dutch law.

2. For questions and/or complaints the consumer can call or e-mail De Blaker exclusively (tel. 074-2594888, e-mail. [info@deblaker-exclusief.nl](mailto:info@deblaker-exclusief.nl)). Complaints will usually be dealt with within 30 days. If this is not possible for any reason, the consumer will be informed of the delay period.

3. All disputes which arise between the parties from this agreement or which are directly or indirectly related to it, will in the first instance be settled by the District Court in Almelo.