

General Terms and Conditions

Industrial Stores Online B.V.

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Definitions

Industrial Stores Online B.V.: based in Lisse and registered with the Chamber of Commerce under file number 63874113, trading as Industrial Stores Online B.V. or Industores.

Website: the Website of Industrial Stores Online B.V., to be found on industores.com and all of its subdomains.

Client: the natural person or corporation acting in the performance of a profession or business who enters into an agreement with Industrial Stores Online B.V. and/or is registered on the Website.

Agreement: any arrangement or agreement between Industrial Stores Online B.V. and the Client of which the General Terms and Conditions are an integral part.

General Terms and Conditions: these General Terms and Conditions.

Applicability of the General Terms and Conditions

The General Terms and Conditions apply to all offers, agreements and deliveries of Industrial Stores Online B.V., unless explicitly agreed otherwise in writing.

If the Client in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Industrial Stores Online B.V. if and in so far as Industrial Stores Online B.V. has accepted them in writing.

Prices and information

All prices posted on the Website and in other materials originating from Industrial Stores Online B.V. exclude taxes and other levies imposed by the government, unless stated otherwise on the website.

If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.

The content of the Website is composed with the greatest care. Industrial Stores Online B.V. cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Industrial Stores Online B.V. are subject to obvious programming and typing errors.

Industrial Stores Online B.V. cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

Conclusion of the Agreement

The Agreement will be deemed to be concluded at the moment the Client accepts the offer of Industrial Stores Online B.V. subject to the conditions laid down by Industrial Stores Online B.V..

If the Client has accepted the offer by electronic means, Industrial Stores Online B.V. will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.

If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, Industrial Stores Online B.V. will have the right demand fulfilment of the Client's obligations until the correct data is received.

Industrial Stores Online B.V. has the right to refuse orders from clients who do not act in the exercise of their profession or business.

Registration

To make optimum use of the Website, the Client can register using the registration form/the account sign-in option on the Website.

During the registration process, the Client will be asked to choose a user name and password with which he can log on to the Website. The Client alone is responsible for choosing a sufficiently reliable password.

The Client must keep its login credentials, user name and password strictly confidential. Industrial Stores Online B.V. cannot be held liable for any misuse of the login credentials and is always entitled to assume that the Client who logs on to the Website is the party that it professes to be. The Client is responsible for and bears the full risk of any and all actions and transactions performed via the Client's account.

If the Client knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify Industrial Stores Online B.V. accordingly so as to allow Industrial Stores Online B.V. to take appropriate measures.

Execution of the Agreement

As soon as Industrial Stores Online B.V. has received the order, it will send the products to the Client without delay and with due regard for the provisions of paragraph 3 of this article.

Industrial Stores Online B.V. is authorised to engage third parties in the fulfilment of its obligations under the Agreement.

Well ahead of the date on which the Agreement is signed, information will be posted on the Website which clearly describes the manner in which and the term within which the products will be delivered. If no delivery term has been agreed or stated, the products will be delivered within 30 days at the latest.

If Industrial Stores Online B.V. is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.

Industrial Stores Online B.V. advises the Client to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.

The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.

If the ordered product can no longer be supplied, Industrial Stores Online B.V. is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

Payment

The Client shall pay the amounts due to Industrial Stores Online B.V. in accordance with the ordering procedure and any payment methods indicated on the Website. Industrial Stores Online B.V. is free to offer any payment method of its choice and may change these methods at any time.

Warranties and conformity

Industrial Stores Online B.V. warrants that the products satisfy the Agreement, the specifications laid down in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations that are in force on the date the Agreement is signed. If specifically agreed, Industrial Stores Online B.V. will also warrant that the product is suitable for purposes other than its normal use. In all other cases, the product is suitable for normal use only.

If the delivered product fails to satisfy the Agreement at delivery, Industrial Stores Online B.V. must be notified thereof no later than 7 days after delivery. Should the Client fail to do so, it is no longer entitled to have the product repaired, replaced etc. should the product delivered be defective.

If Industrial Stores Online B.V. deems the complaint to be well-founded, the products concerned will be repaired, replaced or (partially) refunded in consultation with the Client.

Complaints handling procedure

If the Client has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Industrial Stores Online B.V.'s service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions and the website.

Industrial Stores Online B.V. will respond to the complaint as soon as possible, and in any case within 3 days after having received it. If it is not yet possible for Industrial Stores Online B.V. to formulate a substantive reaction to the complaint by that time, Industrial Stores Online B.V. will confirm receipt of the complaint within 3 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to the Client's complaint.

Liability

The total liability of Industrial Stores Online B.V. in respect of the Client due to an attributable failure to perform the Agreement is limited to compensation not exceeding the price stipulated for that particular Agreement (including VAT).

The liability of Industrial Stores Online B.V. in respect of the Client for indirect damage or loss, which in any case includes – but is explicitly not limited to – consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.

Aside from the cases referred to in the two previous paragraphs of this Article, Industrial Stores Online B.V. is not subject to any liability at all in respect of the Client for damages, irrespective of the ground on which the action for damages is based. The restrictions set out in this Article, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of Industrial Stores Online B.V..

Industrial Stores Online B.V. will only be liable to the Client on account of an attributable failure in the performance of an agreement if the Client issues a proper notice of default to Industrial Stores Online B.V. without delay stipulating a reasonable period of time in which to remedy the failure, and Industrial Stores Online B.V. also continues to fail to perform its obligations after that period. The notice of default must contain a description of the failure in as much detail as possible to enable Industrial Stores Online B.V. to provide an adequate response.

Any event giving right to compensation is always subject to the condition that the Client reports the damage or loss in writing to Industrial Stores Online B.V. as soon as possible, but no later than within 30 days after the damage or loss has arisen.

In the event of force majeure Industrial Stores Online B.V. is not liable to pay compensation for any damage or loss the Client has incurred as a result.

Retention of title

As long as the Client has not made any full payment on the total amount agreed Industrial Stores Online B.V. will retain ownership of all the goods delivered.

Personal details

Industrial Stores Online B.V. will process the Client's personal details in accordance with the privacy statement published on the Website.

Final provisions

This agreement is governed by the laws of the country of establishment of the webshop.

Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Industrial Stores Online B.V. has its registered office.

If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or use the contact form on our website.

Industrial Stores Online B.V.

info@industores.com

Chamber of Commerce 63874113

VAT NL855436219B01