

GENERAL TERMS AND CONDITIONS FOR ONLINE SHOPS 2022 – METAALUNIE

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General Terms and Conditions of Sale of Pronk Machinery BV in Warmenhuizen.

Article 1: Definitions

The following definitions apply in these terms and conditions:

the entrepreneur: the natural person, legal entity or private partnership, acting in the exercise of a profession or business, applying these online shop terms and conditions;

the consumer: all natural persons who, not acting in the exercise of a profession or business, enter into an agreement as referred to under c with the entrepreneur;

the agreement: the purchase agreement entered into remotely under which the entrepreneur undertakes to provide one or more moveable products and the consumer undertakes to pay a monetary price.

the offer: the offer from the entrepreneur provided for the purpose of entering into an agreement as referred to under c in this Article.

Article 2: Applicability

These terms and conditions apply to all offers made by the entrepreneur to the consumer and to all agreements concluded by the entrepreneur with the consumer.

In the event of conflicts between the content of the agreement entered into by the entrepreneur and the consumer and these general terms and conditions, the provisions set out in the agreement will prevail.

Article 3: The offer

The offer is without engagement.

The images and photographs used provide, as reasonably as possible, a true representation of the products' appearance. A product that shows minor deviations from the product's appearance in the images and the photographs shall nevertheless comply with the agreement.

The entrepreneur is not bound by obvious mistakes or obvious errors in the offer.

Article 4: Errors in the information provided

The consumer bears the risk with regard to damage due to errors in the data provided by or on behalf of the consumer.

The provisions of the previous paragraph do not alter the fact that the entrepreneur is obliged to point out errors to the consumer if the entrepreneur can reasonably be considered to be aware of them, they are relevant to the execution of the agreement, they become apparent to the entrepreneur before or during the execution of the agreement and the entrepreneur should be deemed an expert with regard to these errors.

Article 5: Delivery term and risk transfer

The entrepreneur delivers the products at the latest within thirty days after the conclusion of the agreement. The Parties may make other arrangements in this regard.

When the entrepreneur delivers the product to the consumer or has it delivered, the product is for the consumer's risk as soon as the consumer or someone else designated by the consumer who is not the carrier has received the product.

When the consumer has chosen a carrier and this carrier is not offered by the entrepreneur, the risk passes to the consumer as soon as the carrier has received the product.

Article 6: Payment

Payment is made into an account to be designated by the entrepreneur.

Unless otherwise agreed, payment should be made as follows:

payment in instalments: 50% of the total price on the conclusion of the agreement and 50% on delivery.

payment afterwards: within fourteen days after delivery. When several products in the same order are delivered separately, the payment term starts on the day on which the last product is delivered to the consumer.

Article 7: Right of withdrawal

The consumer can dissolve the agreement without providing reasons during a period of 14 days (the 'period of reflection'), unless there is no right to dissolve with regard to the product involved, as set out in paragraphs three and four of this Article.

The period of reflection starts:

on the day after the product is received by the consumer or by a representative designated beforehand by the consumer and made known to the entrepreneur.

when several products in the same order are delivered separately: on the day on which the consumer has received the last product.

when a product is delivered that comprises several shipments or parts: on the day on which the last shipment or the last part is received.

when the agreement entails the regular delivery of products during a specific period: on the day on which the consumer or a third party designated by him or her, not being the shipper, has received the first product.

The consumer does not have the right to dissolve the agreement when the delivery involves the following products:

products that have been manufactured by the entrepreneur in accordance with the consumer's specifications, that are not prefabricated and that are manufactured on the basis of an individual choice or decision of the consumer.

products that are clearly intended for a specific person.

products that after delivery have, due to their nature, been irrevocably mixed with other products.

Supplementary to Article 7.3, the consumer also has no right of dissolution in the other cases set out in the law.

Article 8: Exercising the right of withdrawal

The consumer exercises the right of withdrawal by:

completing and returning the model form provided by the entrepreneur, or

sending some other declaration to the entrepreneur from which it is clear that he or she wishes to exercise the right of withdrawal.

As soon as possible, but no later than fourteen days after issuing the declaration that he or she wishes to exercise the right of withdrawal, the consumer shall return or hand over the product he or she has received to the entrepreneur or to a person authorised by the entrepreneur to take delivery of the product.

The consumer bears the direct cost of returning the product.

If the consumer exercises the right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9: The entrepreneur's obligation to repay on withdrawal

The entrepreneur shall repay all payments received from the consumer, including any delivery fees that have been charged by the entrepreneur for the returned product.

If the consumer has opted for a shipping method that is more expensive than the cheapest standard delivery, the entrepreneur is not required to repay the additional cost of the more expensive method.

The entrepreneur should repay the amounts due as soon as possible, but within 14 days after receiving the declaration of withdrawal at the latest. The consumer cannot demand any repayment from the entrepreneur as long as the product has not been received by the entrepreneur or the consumer has proven that the product has been returned. This does not apply if the entrepreneur offers to collect the product.

For repayment, the entrepreneur uses the same method of payment that the consumer has used, unless the consumer agrees to another method. The repayment is free of charge for the consumer.

Article 10: The consumer's obligations during the period of reflection

During the period of reflection, the consumer shall treat the product and the packaging with due care. He or she shall only unpack or use the product as much as is needed to be able to decide whether he or she wants to keep the product. If the consumer exercises the right of withdrawal, he or she shall return the product with all the delivered accessories and, where reasonably possible, in the original condition and packaging, to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

The consumer is liable for the devaluation of the product if the product has been handled more than is needed to determine the nature, features and operation thereof.

Article 11: Force majeure

If fulfilment of an obligation under the agreement is temporarily impossible for one of the parties due to a cause that cannot be attributed to it, then this party has the right to suspend fulfilment of its obligations for that period.

If fulfilment of an obligation under the agreement is permanently impossible for one of the parties due to a cause that cannot be attributed to it, then this party is entitled to dissolve the agreement against payment to the other party of the reasonable costs incurred.

Article 12: Retention of title

After delivery, the entrepreneur remains the owner of the products that have been delivered as long as the consumer:

has not fulfilled its obligations under any agreement with the entrepreneur;

has not settled any claims arising from non-fulfilment of the aforementioned agreements, such as damage, penalty, interest and costs.

Article 13: Compliance of the product with the agreement and guarantee

The entrepreneur is obliged to deliver a product that complies with the provisions set out in the agreement. The product should also:

be fit for the purposes for which products of the same type are normally used;

if applicable: correspond to a sample or model made available to the consumer by the entrepreneur before purchase;

be delivered with such accessories as the consumer may reasonably expect, and

be of the quantity and possess the features that are normal for the same type of products and that the consumer can reasonably expect given the nature of the product;

unless the parties have validly agreed that the product deviates from the requirements set out in points a to d above.

If a deviation from what has been agreed reveals itself within one year of delivery, it shall be suspected that the product did not comply with the agreement upon delivery. In that case, the entrepreneur will remedy the defect free of charge, unless the entrepreneur can demonstrate that the product did comply with the agreement at the time of the agreement. The foregoing does not affect the fact that the entrepreneur can also remain liable for any defects in the product after the aforementioned periods on the basis of the law.

The guarantee referred to in paragraph 2 shall lapse if:

the defects are the result of normal wear and tear;

the defects have been caused by an error, improper use or omission on the part of the consumer or his or her legal successor, or there is an external cause;

the defects are the result of lack of maintenance or maintenance carried out incorrectly;

the defects are the result of installation, assembly, modification or repairs carried out by the consumer or third parties.

Article 14: Obligation to complain

The consumer no longer has the right to invoke a defective performance if it has not complained to the entrepreneur in writing or by electronic means, within a reasonable period after he or she discovered the defect. A notification made within two months of discovery is in any case timely.

Article 15: Suspension

If the consumer does not fulfil its payment obligations, the entrepreneur is entitled to suspend a proportional part of its corresponding obligations. The entrepreneur may only do so if the entrepreneur has requested the consumer in writing or electronically to nevertheless fulfil its obligations. The provisions set out in the previous sentence do not detract from the entrepreneur's right to compensation for costs, damages and interest.

Article 16: Late payment

If the consumer fails to pay on time, he or she will be deemed to be in default without any notice of default being required.

After the payment date has elapsed, the entrepreneur will send the consumer one payment reminder, in which the entrepreneur states that the consumer has the opportunity to pay within 14 days of receiving the payment reminder and what amount of collection costs the consumer will owe if (full) payment is not made within that period. The amount of the collection costs must be in accordance with the 'Decree on reimbursement for extrajudicial collection costs'.

The entrepreneur is entitled to charge interest on the payment that has not been made on time from the expiry of the payment term until the day on which the amount due is received. This interest is the same as the statutory interest referred to in Article 6:119 of the Dutch Civil Code.

Article 17: Applicable law and competent court

Dutch law applies.

The consumer may bring proceedings against the entrepreneur either in the courts of the Netherlands or in the courts of the place where the consumer is domiciled. The entrepreneur may bring proceedings against a consumer only in the courts of the country in which the consumer is domiciled.

With the exception of article 17.2, these Terms and Conditions constitute a comprehensive translation of the Dutch version of the General Terms and Conditions for Online Shops 2022 of (company name) in (company location). With the exclusion of article 17.2, the Dutch version will prevail in the explanation and interpretation of this text.

Pronk Machinery BV | Veilingweg 70, 1749 EJ Warmenhuizen, The Netherlands | KvK 54728703 | VAT No: NL851419008B01