

General Terms and Conditions

1 Applicability

1.1 The merchandising of Robert Doornbos B.V. belongs to Robert Doornbos B.V..

1.2 The present General Terms and Conditions (GTAC) shall apply to all business relations between Robert Doornbos B.V., and its customers. By entering an agreement with Robert Doornbos B.V. the customer accepts these terms and conditions.

1.3 All rights and claims mentioned in these GTAC that are for the benefit of Robert Doornbos B.V. shall also be applicable for any third party acting on behalf or by order of Robert Doornbos B.V..

1.4 Any changes of these GTAC are only applicable if agreed on in writing by Robert Doornbos B.V..

1.5 Robert Doornbos B.V. reserves the right to change these GATC and the Robert Doornbos B.V. website at any point in time.

2 Formation of contract

2.1 All offers by Robert Doornbos B.V. made on its website may be subject to change or be withdrawn. This also applies for offers limited to a certain time period. All offers are valid only on basis of availability. Prices may be subject to change.

2.2 Formation of contract takes place if the customer: places an order by completely filling out the order form on the website of Robert Doornbos B.V.; clicks on the 'Order' icon on the website of Robert Doornbos B.V.; the confirmation of the order and his details by clicking on the 'Order' icon on the website of Robert Doornbos B.V.; the reception of an order confirmation by Robert Doornbos B.V. on the email address provided to Robert Doornbos B.V. by the customer on the order form.

2.3 The administration of Robert Doornbos B.V. is proof for any orders and payments made to Robert Doornbos B.V. and any delivery by Robert Doornbos B.V. to the customer until proven wrong. Robert Doornbos B.V. recognizes electronic means of communication as proof. By accepting these GATC the customer recognizes them as well.

3 Prices, maturity and payment of purchase price

3.1 All prices are in EURO and include value added tax (VAT). For every order within the Netherlands shipping and handling charges are € 4.00, unless agreed on differently and in writing with Robert Doornbos B.V.. For orders within Europe a surcharge of € 4.00 is applicable, for orders from the rest of the world a surcharge of € 6.50 is applicable.

3.2 All invoices are to be paid by the customer within twelve (12) day from the invoice date unless agreed on differently and in writing with Robert Doornbos B.V..

3.3 In case of failure by the customer to pay in time, Robert Doornbos B.V. is entitled to invalidate the the contract or abate its liability towards the customer and exclude the customer from its system without any of reasons.

4 Delivery

4. 1 Delivery takes place throughout the world unless stated differently on the Robert Doornbos B.V. website.

4.2 In general, delivery is to take place within ten (10) business days from the date of order placement unless stated differently on the Robert Doornbos B.V. website or agreed on differently and in writing with Robert Doornbos B.V. Above mentioned delivery dates are an indicator and by no mean to be taken as a fixed.

4.3 Deliverytime is at maximum thirty (30) days.

4.4 In case the above mentioned delivery times are exceeded by Robert Doornbos B.V., Robert Doornbos B.V. will inform the customer immediately and in writing (fax, letter or email). In this case the customer has the right to invalidate the contract by informing Robert Doornbos B.V. in writing (fax, letter or email) of this.

4.5 Payments already made by the customer to Robert Doornbos B.V. will be paid back as soon as possible but in any case within fourteen (14) business days from the invalidation of contract.

4.6 Robert Doornbos B.V. reserves the right to deliver in a number of separate deliveries in case that is necessary.

5 Force majeure and special circumstances

5.1 Robert Doornbos B.V. is not bound to any agreements with the customer in case it is not possible for Robert Doornbos B.V. to fulfill the agreement through causes Robert Doornbos B.V. is not responsible for.

5.2 Reasons for the application of 5.1 include business disrution, malfunctioning energy supply, strikes and the failure of suppliers to Robert Doornbos B.V. to delivery at all or on time.

6 Risk

6.1 All risk lie with Robert Doornbos B.V. until delivery to the customer. From the time of delivery all risks lie with the customer.

7 Intellectual and industrial property

7.1 The customer is bound to respect all intellectual and/or industrial property rights that lie with Robert Doornbos B.V.

7.2 Robert Doornbos B.V. does not guarantee the customer that its products do not violate any property rights that lie with third parties and accepts no liability for violations of property rights of third parties committed with its products.

8 Orders / Communication

8.1 Robert Doornbos B.V. is not liable for any miscommunications, defects, delay or unclear orders in relation with the use of the internet and other electronic means of communication. For any of the above mentioned possibilities that occur between Robert Doornbos B.V. and third parties and that affect the customer Robert Doornbos B.V. accepts liability.

9 Consideration period

9.1 After receiving his order the customer has the right to invalidate the contract within seven (7) business days from the delivery of the product. The customer is not bound to mention any reasons for that.

9.2 In case the customer exercises his right described in 9.1, he must inform Robert Doornbos B.V. of this in writing (fax, letter or email). The customer must return the product to an address specified by Robert Doornbos B.V. Cost and risk for this shipment lie with the customer.

9.3 Payments already made by the customer to Robert Doornbos B.V. will be paid back as soon as possible but in any case within fourteen (14) business days from the day of delivery of the returned product to Robert Doornbos B.V.

9.4 Robert Doornbos B.V. reserves the right to deny returned products or only credit the customer part of the initial payment made for the product in case of serious presumption that the product has been opened, used or broken by the customer.

9.5 In case a product is returned to Robert Doornbos B.V. in less than original condition, Robert Doornbos B.V. will inform the customer of that in writing (fax, letter or email). Robert Doornbos B.V. reserves the right not to reimburse the customer for any depletion of the product.

10 Warranties

10.1 The products delivered by Robert Doornbos B.V. include a warranty by the producer of the product. This warranty leaves the lawful rights of the customer in this matter unviolated.

11 Complaints

11.1 All complaints in relation to delivery, quality and features of the product and all other complaints will be taken serious by Robert Doornbos B.V.

11.2 The customer needs to communicate a complaint to the helpdesk of Robert Doornbos B.V.

11.3 Robert Doornbos B.V. will attempt to solve the customers problem within ten (10) business days and inform the customer of the progress in writing (fax, letter or email)

12 Personal details

12.1 Customer data will be saved in a database by Robert Doornbos B.V. These data will be used to fulfill the customer order and will not be made available to third parties under any circumstances.

12.2 Unless stated differently by the customer, his personal data will be stored in a database by Robert Doornbos B.V. and used to inform the customer of Robert Doornbos B.V.'s services and offers in the future. All personal data will be handled in accordance with appropriate legislation.

12.3 Credit card information will not be stored by Robert Doornbos B.V. in any database.

12.4 The customer may ask for information about the data stored about him by Robert Doornbos B.V. and request changes in case the data are not correct.

13 Customer Service Department at Robert Doornbos B.V.

13.1 All correspondence based on these GATC has to take place with Robert Doornbos B.V., afdeling Helpdesk, Einsteinstraat 41, 3281 NJ Numansdorp, e-mail info@robertdoornbos.com

14 Various

14.1 Robert Doornbos B.V. reserves the right to make all deliveries to the address stated by the customer until informed of any changes by the customer.

14.2 Robert Doornbos B.V. may use third parties services for delivery to the customer.

15 Applicable legislation

15.1 Dutch legislation is applicable for all business relations with Robert Doornbos B.V. All disputes arising out of or in connection with these GATC shall be submitted to the exclusive jurisdiction of the courts of The Netherlands.

This translation of the 'Algemene leveringsvoorwaarden en Registratie Persoonsgegevens' is for customer information only. In the event of a discrepancy or difference in interpretation between various language versions of these GATC, the Dutch language version shall prevail.