

## **Terms and Conditions Selectra - Electrosan**

### **preface**

Below you will find our General Terms and Conditions. These always apply if you use or a order via our Website and contain important information for you as a buyer. Read the General Conditions therefore good. We also advise you to save or print these conditions so that you can she can read it again at a later time.

### **Definitions**

1. Electrosan - Selectra: established in Hengelo and registered with the Chamber of Commerce under registration number 60566981 trading under the name Electrosan - Selectra.
2. Website: the website of Electrosan - Selectra, available on [www.selectrahengelo.nl](http://www.selectrahengelo.nl) and all associated subdomains.
3. Customer: the natural person or legal entity, whether or not acting in the exercise of a profession or business that is a Agreement with Electrosan - Selectra and / or registered on the Website.
4. Agreement: every agreement or agreement between Electrosan - Selectra and Customer, of which agreement the General Conditions form an integral part.
5. General Terms and Conditions: these General Terms and Conditions.

### **Applicability of the General Terms and Conditions**

1. All offers, agreements and deliveries of Electrosan - Selectra are the General Conditions of application, unless expressly agreed otherwise in writing.
2. If Customer in his order, confirmation or notification containing acceptance terms or conditions incorporate those that differ from, or do not appear in the General Conditions, these are for Electrosan - Selectra only binding if and insofar as Electrosan - Selectra expressly gives written notice accepted.
3. In the event that, in addition to these General Terms and Conditions, specific product or service conditions also apply applicable, these conditions also apply, but in the event of any conflicting conditions always invoke the applicable provision that is most favorable to him.

### **Prices and information**

1. All prices stated on the Website and in other Electrosan - Selectra materials are including VAT and, unless stated differently on the Website, other levies from the government imposed.

2. If shipping costs are charged, this will be clear in time for the conclusion of the Agreement

to be mentioned. In addition, these costs will be shown separately in the ordering process.

3. The content of the Website has been compiled with the utmost care. However, Electrosan - Selectra can

do not guarantee that all information on the website is correct and complete at all times. All prices and others

Information on the Website and in other materials originating from Electrosan - Selectra are also covered

reservation of obvious programming and typing errors.

4. Electrosan - Selectra can not be held responsible for (color) deviations due to display quality.

### **Establishment Agreement**

1. The Agreement is concluded at the moment of acceptance by the Customer of the offer of

Electrosan - Selectra and compliance with the conditions set by Electrosan - Selectra.

2. If the Customer has accepted the offer electronically, Electrosan - Selectra will confirm immediately

electronic receipt of the acceptance of the offer. As long as the receipt of this acceptance has not been confirmed, the Customer has the option to dissolve the Agreement.

3. If it turns out that the Client accepts incorrect or incorrect acceptance of the Agreement

information, Electrosan - Selectra has the right to comply with its obligation only after

the correct data has been received.

Electrosan - Selectra can inform itself within legal frameworks or be a Customer payment obligations can meet, but also of all facts and factors that are important for one

responsibly entering into the Agreement. If Electrosan - Selectra is good on the basis of this investigation

grounds to not enter into the Agreement, it is entitled to an order or request to refuse or to attach special conditions to the execution, such as prepayment.

### **Registration**

1. In order to make optimal use of the Website, Customer can register via the registration form / the

account login option on the Website.

2. During the registration procedure, Customer will choose a user name and password with which he will register after registration

can log in to the Website. The customer is responsible for choosing a sufficiently reliable one password.

3. Customer must keep his log-in data strictly confidential. Electrosan - Selectra is not liable for abuse of the log-in data and may always assume that a Customer

who logs on to the Website is actually the Customer. Everything that happens through the Customer's account, falls under the responsibility and risk of the Customer.

4. If the Customer knows or suspects that his log-in details have come into the hands of unauthorized persons, he must do so as soon as possible to change their password and / or to inform Electrosan - Selectra accordingly, so that Electrosan - Selectra can take appropriate measures.

### **Implementation Agreement**

1. Once the order has been received by Electrosan - Selectra, Electrosan - Selectra sends the products with with due observance of the provisions of paragraph 3 of this Article as soon as possible.

2. Electrosan - Selectra is entitled to engage third parties in carrying out the obligations arising from the Agreement.

3. The Website clearly states, in time, before the conclusion of the Agreement in which way delivery will take place and within which term the products will be delivered. If no delivery term has been agreed or stated, products will in any case delivered within 30 days to become.

4. If Electrosan - Selectra is unable to deliver the products within the agreed period, it will notify Customer of this. In that case, the Customer can agree to a new delivery date or he will be given the opportunity to terminate the Agreement free of charge.

5. Electrosan - Selectra advises the Client to inspect the delivered products and the defects found to report within reasonable time, preferably in writing or by e-mail. See further the Article regarding warranty and conformity.

6. Once the products to be delivered have been delivered to the specified delivery address, the risk goes where it is products are transferred to Customer. If explicitly agreed otherwise, the risk will pass over earlier Customer. If the Client decides to pick up the products, the risk will pass to the transfer of the products.

7. Electrosan - Selectra is entitled to supply a similar product of a similar quality as the ordered product, if ordered is no longer available. The customer is then entitled to the agreement free of charge to dissolve and return the product free of charge.

### **Right of withdrawal / return**

1. This article only applies if the Customer is a natural person who does not act in the exercise of his profession or business. Business Customers therefore does not grant a right of withdrawal. Customer has the right to op distance closed Agreement with Electrosan - Selectra within 14 calendar days after receiving it to dissolve the product free of charge without giving reasons. The term starts on the day after the Customer, or a third party designated by him in advance, who is not the carrier, has received the product, or:

- if Customer has ordered several products in the same order: the day on which Customer or one of them designated third party has received the last product;
- if the delivery of a product consists of several shipments or parts: the day on which Customer, or has received a third party designated by it, the last shipment or the last part;
- in agreements for regular delivery of products during a certain period: the day on which Customer, or a third party designated by him, has received the first product.

2. Only the direct costs for the return shipment will be borne by the Client. The customer must therefore to bear the return costs yourself. If these costs are higher than the regular postal tariff, Electrosan - Selectra an estimate of these costs.

Any costs paid by Customer for shipping and payment of the product to Customer will be returned of the entire order will be refunded to Customer.

3. Within the withdrawal period referred to in paragraph 1, the Customer will handle the product and the product carefully packaging. The customer will only open the packaging and only use the product if necessary to verify the nature, characteristics and functioning of products. The starting point here is that this inspection not go beyond that Customer could in a physical store.

4. Customer is only liable for the value reduction of the product that is the result of a way of

handle the product that goes beyond what is allowed in the previous paragraph.

5. The Customer may dissolve the Agreement in accordance with paragraph 1 of the term set in this Article by the Client

submit a standard form for withdrawal (digital) to Electrosan - Selectra, or to other unambiguous

to indicate to Electrosan - Selectra that he will cancel the purchase. Electrosan - Selectra

confirms receipt of that report in case of a digital report. After dissolution, the Customer still has 14

days to return the product. It is also possible within the scope of paragraph 1 of this Article

reflection period to return the product immediately, provided the model withdrawal form or other

unambiguous statement for revocation is included.

Products can be returned to:

Selectra

Oude Postweg 37

7557 DA Hengelo

6. Amounts already paid by the Client (in advance) will be paid as soon as possible, but no later than 14 days after

Termination of the Agreement will be refunded to Customer in the same manner as that Customer's order

has paid. If Customer has opted for a more expensive method of delivery than the cheapest

standard delivery, Electrosan - Selectra does not have to refund the additional costs for the more expensive method

Pay.

Unless Electrosan - Selectra offers to collect the product itself, Electrosan - Selectra may wait with

Repay to Electrosan - Selectra has received the product or until Customer demonstrates that it is the product

has returned, whichever is earlier.

7. On the Website it becomes clear, in time for the conclusion of the Agreement, information about whether or not

application of the right of withdrawal and any desired procedure.

8. The right of withdrawal does not apply to:

Products that have been created by the entrepreneur in accordance with the consumer's specifications;

## Payment

1. Customer must make payments to Electrosan - Selectra in accordance with the order procedure and possibly on the

Website to meet specified payment methods. Electrosan - Selectra is free in the choice of offering

of payment methods and these can also change from time to time. In case of payment after delivery, Customer knows a payment term of 14 days starting on the day after delivery.

2. If the Customer does not fulfill his payment obligation (s) on time, this is, after being elected by Electrosan -

Selectra has been informed of the late payment and Electrosan - Selectra has a period of 14 days

awarded to meet its payment obligations after the payment has not been made within this

14-day-term, the legal interest is owed on the amount owed and Electrosan -

Selectra has the right to charge the extrajudicial collection costs that they have incurred. This one

collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500, =; 10% over the

subsequent € 2,500, = and 5% over the next € 5,000, = with a minimum of € 40, =. Electrosan -

Selectra may deviate from the aforementioned amounts and percentages in favor of the Client.

### **Guarantee and conformity**

1. This article only applies if there is a Customer who does not act in the exercise of his

profession or business. If Electrosan - Selectra gives a separate warranty on the products

applies to all types of customers, without prejudice to the just made.

2. Electrosan - Selectra guarantees that the products comply with the Agreement, the offer

stated specifications, to the reasonable requirements of soundness and / or usability and to the date of

the conclusion of the agreement existing legal provisions and / or government regulations.

If specifically agreed, Electrosan - Selectra also guarantees that the product is suitable

for other than normal use.

3. A warranty provided by Electrosan - Selectra, manufacturer or importer does not affect the statutory

rights and claims that the Customer already has under the Agreement and can invoke.

4. If the delivered product does not comply with the Agreement, then Customer must within a reasonable period

period after discovering the defect Electrosan - Selectra.

5. If Electrosan - Selectra deems the complaint well - founded, the relevant products will be consulted with the Client

repaired, replaced or reimbursed. The maximum reimbursement is, with due observance of the Article concerning liability equal to the price paid by the Customer for the product.

### **Complaints procedure**

1. If the Customer has a complaint about a product (in accordance with Article regarding warranty and conformity) and / or on other aspects of Electrosan - Selectra 's service, he can contact Electrosan - Selectra by telephone, e-mail or by mail. See the contact details at the bottom of the General Requirements.
2. Electrosan - Selectra will give the Client as soon as possible, but in any case within 5 days after receipt of the order the complaint, a response to his complaint. If it is not yet possible to make a substantive or definite reaction indicate Electrosan - Selectra within 5 days of receipt of the complaint and confirm give an indication of the period within which it expects to give a substantive or definitive response to the Customer's complaint.

### **Liability**

1. This Article only applies if the Client is a natural person or legal person who acts in the exercising his profession or business.
2. The total liability of Electrosan - Selectra vis - à - vis the Customer due to imputable shortcoming in the compliance with the Agreement is limited to reimbursement of a maximum of the amount of the for that Agreement stipulated price (including VAT).
3. Liability of Electrosan - Selectra vis-à-vis the Customer for indirect damage, including in any case - but not exclusively - including consequential damage, loss of profit, missed savings, loss data and damage due to business stagnation is excluded.
4. In addition to the cases mentioned in the previous two paragraphs of this Article, Electrosan - Selectra will be liable to the Customer no liability for damages, regardless of the ground on which an action compensation would be based. However, the limitations mentioned in this article are canceled if and insofar as damage is the result of intent or gross negligence of Electrosan - Selectra.

5. The liability of Electrosan - Selectra vis - à - vis Customer due to imputable shortcoming in the

fulfillment of an agreement arises only if Customer Electrosan - Selectra immediately and properly gives written notice of default, setting a reasonable term for the purification of the shortcoming, and Electrosan - Selectra continues to fall short after that period in the performance of its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that Electrosan - Selectra is able to respond adequately.

6. The condition for the existence of any right to compensation is always that the Customer damages as soon as possible, but no later than 30 days after the occurrence thereof in writing to Electrosan - Selectra reports.

7. In the event of force majeure, Electrosan - Selectra is not obliged to pay any of the costs incurred by Customer damage caused.

#### **Reservation of ownership**

As long as the Customer has not made full payment for the entire agreed amount, all will remain goods delivered owned by Electrosan - Selectra.

#### **Personal data**

Electrosan - Selectra processes the personal data of the Customer in accordance with the information published on the Website privacy statement.

#### **Final provisions**

1. Dutch law applies to the Agreement.

2. Insofar as mandatory rules do not prescribe otherwise, all disputes shall Should arise as a result of the Agreement be submitted to the competent Dutch Judge in the district where Electrosan - Selectra is located.

3. If a provision in these Terms and Conditions proves to be invalid, this does not affect the validity of the entire Terms and Conditions. Parties will in that case replace (a) new provision (s) to determine the meaning of the original provision as far as legally possible is given shape.

4. In these General Terms and Conditions "in writing" also means communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail is sufficiently established.

#### **Contact details**

If you have any questions, complaints or comments after reading these General Terms and Conditions, please take feel free to contact us in writing or by e-mail.

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