



## TERMS AND CONDITIONS FOR DELIVERY

### **Article 1 General Terms and Conditions.**

1. In these General Terms and Conditions, the definition of purchaser, in this case, applies to the prospective purchaser, and under the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl, the seller, in this case, applies to the prospective seller.
2. These General Terms and Conditions always prevail over any Terms and Conditions of the purchaser.
3. The present Terms and Conditions apply to all our offers and deliveries and are accordingly applicable to other agreements.
4. Deviations from these Terms and Conditions or supplements to these Terms and Conditions are only valid if they were specifically confirmed by the board of the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl.

### **Article 2 Offers and realization agreement.**

1. Any budget, estimate and offer of Weegbrugrubbers.nl is not binding unless the opposite is outlined explicitly. The data entered in catalogs, images, drawings, estimates, etc. are not binding for Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl.
2. The agreement comes into effect when the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl has confirmed it in writing within five working days after the delivery order is received, or when the implementation of the contract has started.

### **Article 3 Purchase price.**

1. The purchase price for the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl is based on the European euro. If the invoicing takes place in a currency other than European Euro, at the moment of the agreement's being realized and when a change in delivery price occurs, the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl will be authorized to revise the initial purchase price in the foreign currency.
2. Despite the provisions in paragraph 1, each sale under the specific Terms and Conditions, the price (s) is (are) based on the applicable cost factors, at the time of the closing of the sale. If, at the time of the realization of

the agreement and the delivery, changes are encountered in the abovementioned cost factors, the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl is authorized to amend the initial purchase price.

3. If the initial purchase price under paragraph one and/or paragraph two has increased by more than five percent of the initial purchase price, the purchaser has the right to dissolve the agreement. The termination must be carried out in writing within five days, after the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl has notified the purchaser regarding the price increase.

4. The mentioned prices in the product supply and/or services include VAT.

#### **Article 4 Relevance.**

1. These general Terms and Conditions apply to every offer of the trader and on every remotely concluded agreement concerning the businesses and the consumers.

2. Before realization of the remote agreement, the text of these general Terms and Conditions is made available for the consumer. If this is not reasonably possible, before the remote agreement is concluded, it will be indicated that the general Terms and Conditions will be displayed by the trader and, at the request of the consumer, will be sent free of charge at the company's earliest convenience.

3. If the remote agreement is being concluded electronically, despite the deviation from the previous paragraph and before the remote agreement is concluded, the text of these general Terms and Conditions will be available electronically for the consumer in a way that it can be stored by the consumer in a simple manner on a suitable device. In case this is not reasonably possible, and before the remote agreement is concluded, it will be indicated where the general Terms and Conditions can be electronically obtained, and by the request of the consumer it will be sent electronically or otherwise free of charge, at the company's earliest convenience.

4. If alongside these general Terms and Conditions, specific product or service Terms and Conditions are being applied, and the second and third corresponding paragraphs are being applied, the consumer, in case of the conflicting Terms and Conditions, can always appeal to the corresponding clause most beneficial for him.

#### **Article 5 Delivery and delivery times.**

1. The delivery is always agreed with the purchaser and the stated delivery time shall never be considered as the deadline, unless it is specifically agreed otherwise.

#### **Article 6 The offer.**

1. If the offer has a limited validity or is subject to Terms and Conditions, it will be clearly mentioned in the offer.

2. The offer should consist of a complete and accurate description of the available products and/or services. The description should be sufficiently detailed to allow an adequate assessment of the offer by the consumer. If a trader uses the images, they should be an accurate representation of the available products and/or services. Apparent mistakes or errors are not binding for the trader.

3. Each offer shall consist of information that will make it clear to the consumer what the rights and obligations of the accepting offer are. It refers in particular to:

- the price, including taxes;
- the possible costs of the delivery;
- the manner in which the agreement will be concluded and what actions therefore are necessary;
- to apply or not the right for cancellation;

- the manner of the payment, delivery and the agreement on performance;
- the offer acceptance period or the period for maintaining the price;
- the amount of the rate for the remote communication in case the cost for the remote communication technology handling is being calculated using other than the basic rate;
- if the concluded agreement is being archived, in what manner the consumers will consult it;
- before conclusion of the agreement and by reasons beyond the consumer's control, the manner in which the agreement can be resumed, as well as the manner of its recovery before the agreement's conclusion;
- the possible languages, including Dutch, in which the agreement can be concluded;
- the codes of conduct to which the trader is subject and the manner in which the consumer can consult codes of conduct electronically;
- the minimal duration of the remote agreement in case the agreement relates to the continuous or periodic delivery of products and services.

### **Article 7 Payments.**

1. Unless otherwise specified or if otherwise stated in the invoices of the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl, payments take place within 30 days after the invoice date.
2. All invoices are paid to the account number NL35 RABO 0104 6428 31 in the name of the Trading Company Hooijmeijer for Elspeet, mentioning the invoice number.
3. In case of the payment to the Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl being overdue, and the claim for collection is passed to third parties, the purchaser will be obliged to pay compensation for the extrajudicial or, in this case, judicial collection costs.

### **Article 8 Compliance and Guarantee.**

1. The trader is responsible for the compliance of the products and/or services with the agreement, the specifications stated in the offer, the reasonable reliability requirements and/or usefulness and the realization date of the agreement, existing legal stipulations and/or governmental regulations.
2. The trader, manufacturer or importer shall never compromise the rights and claims of the consumer through the guarantee scheme, relating to the failure to fulfil the trader's obligations in accordance with the law and/or remote agreement.

### **Article 9 Non-accountable breaching.**

1. The Trading Company Hooijmeijer, operating under Weegbrugrubbers.nl accepts no responsibility in the case of non-accountable breaching that the company has no stated obligations to comply with.
2. In these Terms and Conditions non-accountable breaching means any circumstance under which agreement compliance cannot be required by the seller and correspondingly by the purchaser, and shall in any case include war, threat of war, civil war, riots, floods, strikes, lockouts, staff shortages, transport difficulties, fire, government measures, import and export embargoes and operational malfunctions.

**Article 10 Trader identity.**

1. Weegbrugrubbers.nl is part of the Trading Company Hooijmeijer and is located at Stakenbergweg 186, 8075 RC, Elspeet.

Our telephone is reachable on weekdays from 08:00 till 19:00 by calling 0577 - 760056 or 06 -13 92 87 88.

Mail: [info@weegbrugrubbers.nl](mailto:info@weegbrugrubbers.nl) / Website: [www.weegbrugrubbers.nl](http://www.weegbrugrubbers.nl).

CoC number 08159025 issued by CoC in Harderwijk.

VAT number NL 814847377.B01.

IBAN NL35 RABO 0104 6428 31.

**Article 13 Applicable law.**

1. The purchase agreement and its performance are exclusively subject to the applicable Dutch law and the implementation of the Vienna Convention of 1980 is specifically excluded.

**Article 14 Complaints procedure.**

1. The trader offers a complaints procedure and deals with each complaint accordingly.

2. Complaints regarding the implementation of the agreement within the five working days after the delivery of the products and/or services, in writing, fully and clearly described, must be submitted by the trader.

3. Submitted complaints are answered within the period of fourteen days from the date of receipt. In case the complaint requires a foreseeably longer processing time, the trader within the period of 14 days answers with a notice of receipt and an indication of when the consumer can expect a more detailed answer.