

VDO Webshop Terms and conditions for business customers

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General Terms and Conditions Home Shopping Business [Download](#)

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Article 1 - Definitions

In these terms and conditions the following definitions apply:

1. Day: calendar day;
2. Digital content: data produced and delivered in digital form;
3. Contract for an indefinite period of time: a contract for the regular supply of goods, and/or digital content for a definite period of time;
4. Durable data carrier: any tool - including e-mail - that enables the customer or entrepreneur to store information that is addressed to him personally, in a way that allows future consultation or use for a period of time that is tailored to the purpose for which the information is intended, and that makes unaltered reproduction of the stored information possible;
5. Customer: the natural or legal person acting in the exercise of his profession or business;
6. Entrepreneur: the natural or legal person offering products, (access to) digital content and/or services to customers at a distance;
7. Distance contract: an agreement concluded between the entrepreneur and the customer under an organized system for distance selling of products, digital content and / or services, where up to and including the conclusion of the agreement exclusive or joint use is made of one or more techniques for distance communication;
8. Written: In these general terms and conditions, "written" also includes communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail is sufficiently established.
9. Technique for distance communication: means that can be used to conclude an agreement, without the customer and entrepreneur having to be together in the same room at the same time.
10. Website: The webshop of entrepreneur on which products and services are offered that can be purchased by customers.

Article 2 - Identity of the entrepreneur

Name of Entrepreneur: Bakker Services and Solutions BV

Acting under names: VDO-Webshop

Business address:

Bakker Services and Solutions BV

Blauwhekken 1 E

4751 XD Oud Gastel

The Netherlands

Telephone number:+31 (0)85 0137980

Availability: Monday through Friday from 10:00 am to 4:00 pm

E-mail address: info@VDO-Webshop.nl

Chamber of Commerce number: 24316755

VAT number: NL809786849B02

Article 3 - Applicability

1. These general conditions apply to any offer from the entrepreneur and any distance contract concluded between entrepreneur and customer.
2. If the Customer, in its order, confirmation or communication containing acceptance, includes provisions or conditions that deviate from, or are not included in, the General Terms and Conditions, these are only binding for the Entrepreneur if and insofar as they have been expressly accepted in writing by the Entrepreneur.
3. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the customer. If this is not reasonably possible, before the distance contract is concluded, the entrepreneur will indicate in what way the general terms and conditions can be inspected at the entrepreneur and that they will be sent free of charge to the customer as soon as possible upon request.
4. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the customer electronically in such a way that it can be stored by the customer in a simple manner on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the customer's request.
5. In the event that specific product or service conditions apply in addition to these general conditions, the third and fourth paragraphs shall apply mutatis mutandis, and in the event

of conflicting conditions, the customer may always rely on the applicable provision that is most favorable to him.

6. If any provision in these general terms and conditions proves to be invalid, this shall not affect the validity of the entire general terms and conditions. The parties will in that case determine (a) new provision(s) to replace it, which as much as is legally possible gives shape to the intention of the original provision.

7. These general terms and conditions are available in various languages. The original language is Dutch. If a contradiction or lack of clarity exists or arises between the Dutch text and a text of these general conditions in another language, the Dutch text shall at all times prevail over the texts in other languages.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the customer. If the entrepreneur uses images, these are a true representation of the offered products, services and/or digital content.

3. The content of the website and the offer is compiled with the greatest care. However, Entrepreneur cannot guarantee that all information on the website is correct and complete at all times. All prices, the offer and other information on the website and in other materials originating from Entrepreneur are therefore subject to obvious programming and typing errors.

Article 5 - The Agreement

1. The agreement is concluded at the moment of acceptance by the customer of the offer and the fulfilment of the conditions thereby stipulated.

2. If the customer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the customer can dissolve the agreement.

3. If an offer is accepted by the customer, the entrepreneur has the right to withdraw the offer within 3 working days after receipt of the acceptance. The entrepreneur shall communicate such a revocation to the customer without delay.

4. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to protect the electronic transfer of data and ensure a secure web environment. If the customer can pay electronically, the entrepreneur will observe appropriate security measures.

5. If, when accepting or otherwise entering into the agreement, the customer provides incorrect data, the entrepreneur has the right to fulfill its obligation only after receiving the correct data.

6. The entrepreneur may - within legal frameworks - inform himself whether the customer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation. The entrepreneur who on the basis of the research refuses the application or attach special conditions to the implementation, will communicate this to the customer as soon as possible but no later than 3 days after the conclusion of the agreement, giving reasons.

Article 6 - The price

1. All prices stated on the website and in other materials originating from the entrepreneur are exclusive of VAT (unless otherwise stated) and, unless otherwise stated on the website, exclusive of other government levies.

2. Notwithstanding the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.

3. The entrepreneur has the right to change the agreed prices from two weeks after the conclusion of the agreement. The customer who does not agree to the change has the right to terminate the agreement without being charged any costs by Operator.

4. Any additional costs, such as delivery costs and payment costs will be stated on the website and in any case shown in the ordering process.

Article 7 - Compliance with the Agreement and additional warranty

1. Operator guarantees that the products, services and digital content comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the existing legal provisions and / or government regulations on the date of the conclusion of the agreement.

2. If the delivered product, service or digital content does not comply with the contract (is delivered defective or faulty), the customer must notify the entrepreneur of this within 3 working days after he could reasonably have discovered it. If the customer fails to do so, he can no longer claim any form of repair, replacement, compensation and/or refund in respect of this defect.
3. If the Entrepreneur considers a complaint justified, the relevant products will be repaired, replaced or (partially) reimbursed after consultation with the Client. The Entrepreneur may refer the Customer to a manufacturer or supplier
4. If customer returns based on the provisions of this article, customer can return the products. If refunds are made for amounts already paid in advance, Entrepreneur will refund these amounts within 30 days after receipt of the products.
5. Manufacturers and/or suppliers may offer their own warranties. These warranties are not offered by entrepreneur. However, if entrepreneur chooses to do so, he can mediate in the invocation of these guarantees by customer.

Article 8 - Delivery and execution

1. Once the order has been received by Entrepreneur, Entrepreneur will send the products as soon as possible, subject to the provisions in paragraph 3 of this article.
2. Entrepreneur is entitled to engage third parties to carry out the obligations arising from the agreement.
3. The delivery period is in principle 30 days, unless on the website or at the conclusion of the agreement, clearly indicated otherwise. The choice of carrier is for the entrepreneur.
4. If the entrepreneur is unable to deliver the products within the agreed period, he will inform the customer with notification of the expected new delivery period. The Customer then has the right to dissolve the contract and also the right to compensation for his damages as a result of the late or non-delivery up to a maximum of one time the purchase price if the late or non-delivery is due to intent or gross negligence on the part of the Entrepreneur. The Customer shall notify the Entrepreneur immediately after notification of late or non-delivery whether he still wishes to comply with the Agreement or to dissolve it.
5. If not expressly agreed otherwise, the risk of the products to be delivered passes to the customer as soon as they are delivered to the specified delivery address. If customer decides to pick up the products, the risk passes upon transfer of the products.
6. If the Customer or the third party designated by the Customer is not present at the delivery address at the agreed delivery time to take delivery of the products, the Company is entitled to take the products back. At additional cost, the entrepreneur will offer the

products again to the customer at a different time and/or day to be determined in consultation with the customer. If delivery proves impossible, the payment obligation does not lapse and any additional costs, including for the return, will be charged to the customer.

7. If the product ordered is no longer available, Entrepreneur will make every effort to offer a similar product of similar quality to Customer. Customer is then entitled to dissolve the agreement free of charge.

Article 9 - Duration transactions: duration, termination and renewal

Termination:

1. The customer may at any time terminate a contract that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity), digital content or services, subject to agreed termination rules and a notice period of two months.
2. The customer may terminate a fixed-term contract that extends to the regular delivery of products (including electricity), digital content or services at any time towards the end of the fixed term, subject to agreed termination rules and a notice period of two months.
3. The customer may terminate the agreements mentioned in the previous paragraphs in writing.

Renewal:

4. A contract entered into for a definite period and which extends to the regular delivery of products (including electricity), digital content or services is tacitly renewed for the same duration as agreed.
5. The aforementioned notice periods apply accordingly to terminations by the Entrepreneur.

Article 10 - Payment

1. Customer must make payments to Entrepreneur according to the payment methods indicated in the ordering procedure and possibly on the website. Entrepreneur is free in the choice of offering payment methods and these may also change from time to time. Unless otherwise agreed, in case of payment after delivery, a payment period of 14 days, starting on the day after delivery, applies.
2. If the customer does not meet his payment obligation(s) on time, he is immediately in default by operation of law without the need for a notice of default. The Contractor has the right to increase the amount due with the statutory interest and the Contractor is entitled to

charge and recover from the Customer the extrajudicial collection costs and any litigation costs it has incurred.

Article 11- Retention of title

1. As long as Customer has not made full payment for the entire agreed amount, all delivered goods remain the property of Entrepreneur.

Article 12- Liability

1. Subject to intent or gross negligence, the total liability of the Company to the Customer for attributable failure in the performance of the Contract shall be limited to compensation of up to the amount of the price stipulated for that Contract (including VAT). If the Agreement is a continuing performance contract, such liability shall be limited to compensation of the amount owed by the Customer to the Company in the 3 months preceding the event causing the damage.

2. Liability of the Company to the Customer for indirect damages, in any case including - but not limited to - consequential damages, lost profits, lost savings, loss of data and damage due to business interruption is excluded.

3. The previous paragraphs do not apply to damage suffered by the customer in the resale by the customer of the products purchased from the entrepreneur to consumers, as a result of the fact that the latter has exercised one or more of his legal rights against the customer because of a shortcoming in those products.

4. Insofar as performance is not already permanently impossible, the Entrepreneur's liability towards the Customer due to attributable failure in the performance of a Contract only arises after the Customer has given the Entrepreneur immediate and proper notice of default in writing, specifying a reasonable period within which to remedy the failure, and the Entrepreneur continues to fail to perform its obligations even after that period has expired. The notice of default must contain as detailed a description as possible of the failure, so that the Company is able to respond adequately.

5. A condition for the creation of any right to compensation is always that the customer reports the damage in writing to entrepreneur as soon as possible, but no later than within 14 days, after its occurrence.

6. In the event of force majeure, the entrepreneur is not obliged to compensate any damage suffered by the client as a result.

Article 13 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the performance of the agreement must be submitted to the entrepreneur within a reasonable time after the customer has found the defects, fully and clearly described.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the customer can expect a more detailed answer.

Article 14 - Disputes

1. On agreements between the entrepreneur and the customer to which these general conditions relate, only Dutch law applies.
2. Should any disputes arise as a result of the Agreement that cannot be settled amicably, they will be submitted to the competent court in the district where the entrepreneur is located. Entrepreneur and Customer may agree to settle their disputes by means of binding advice or arbitration.