

# TERMS AND CONDITIONS - PURCHASE OF PRODUCT AND SERVICES VIA THE SKI-RACK WEB SHOP OF MACHINEHANDEL WORMGOOR

## Introduction

THESE TERMS AND CONDITIONS ARE INCLUDED WITHIN ALL CONTRACTS FOR PRODUCTS AND SERVICES PURCHASED FROM THE SKI-RACK WEBSHOP and are described below. The terms and conditions may be subject to change by MACHINEHANDEL WORMGOOR without notice although changes will not affect Contracts that have already come into existence.

This is an important document and affects your rights and obligations; you should therefore read it carefully. It also includes exclusions and limitations that apply to you. These terms and conditions shall apply to all purchases of Products and Services from MACHINEHANDEL WORMGOOR by you from the SKI-RACK web shop. These terms and conditions may not be supplemented, altered or modified by the use of any other documents or oral communications unless agreed in writing by MACHINEHANDEL WORMGOOR.

YOU MUST BE OVER 18 TO PURCHASE PRODUCTS AND SERVICES FROM THIS WEBSHOP.

## 1. Applicability

1.1 A purchase of Products and Services (Order) is subject to these terms and conditions. The contracting parties are MACHINEHANDEL WORMGOOR and the party submitting the Order as identified in the information submitted to the SKI-RACK web shop at the time of ordering or by reference to a pre-agreed unique identifying number ("Buyer" or "you"). For the purposes of these terms and conditions MACHINEHANDEL WORMGOOR is contactable at [info@ski-rack.nl](mailto:info@ski-rack.nl)

1.2 If Orders are placed with MACHINEHANDEL WORMGOOR then binding legal obligations may be created upon acceptance of your Order(s) by MACHINEHANDEL WORMGOOR. MACHINEHANDEL WORMGOOR 's acceptance of your Order(s) will be sent by email. Legal acceptance of your Order is effective at the time of posting of the Acceptance mail. MACHINEHANDEL WORMGOOR RESERVES THE RIGHT TO REFUSE TO ACCEPT ORDERS AND ALL PRODUCTS AND SERVICES ARE SUBJECT TO AVAILABILITY. MACHINEHANDEL WORMGOOR may withdraw any products or services at any time before the Order is accepted by MACHINEHANDEL WORMGOOR.

## 2. Price and Payment

2.1 The Price of products available through the web shop may include VAT, this VAT will be charged if applicable . Delivery charges are identified and charged separately depending on the physical size of the order and the destination.

2.2 Payment of the Price and delivery charges will be by the paymentmethod agreed on .

2.3 MACHINEHANDEL WORMGOOR shall take all reasonable care to keep confidential any credit card details which you provide in connection with an Order, using secure connection for transfer of data, but cannot be held responsible if these credit card details are used by a third party or are intercepted.

## 3. Delivery

3.1 Products and Services will be delivered to agreed locations as submitted by you. MACHINEHANDEL WORMGOOR regrets that it is unable to deliver Products to PO Boxes . MACHINEHANDEL WORMGOOR shall be responsible for the insurance and care of Products and Services up to the point of delivery. Once delivery has occurred then the Products are your responsibility.

3.2 Times for delivery are targets only. Where no delivery time is stated MACHINEHANDEL WORMGOOR will use all reasonable efforts to deliver within 15 days of the date your Order is accepted. In the event that the Products have not been delivered in a reasonable time from the target delivery date then Buyer should contact MACHINEHANDEL WORMGOOR giving their Contract number and such other details as may be available to assist MACHINEHANDEL WORMGOOR to track the status of the delivery and to give a new anticipated delivery date. Where the new anticipated delivery date is an unreasonable time from the initial Target Date then you shall have the right to cancel the Contract without liability to MACHINEHANDEL WORMGOOR. Upon such cancellation, MACHINEHANDEL WORMGOOR will arrange for a full refund of the Price paid. You will have no other rights against MACHINEHANDEL WORMGOOR for delays.

3.3 Buyer or its agent shall sign for delivery of the Products and/or Services upon delivery to the agreed location.

## 4. Acceptance

4.1 As a Buyer, you have seven (7) working days from delivery to accept the Products and Services. If you do not notify MACHINEHANDEL WORMGOOR by e-mail ([info@ski-rack.nl](mailto:info@ski-rack.nl)) of any objections within this period, then you will be deemed to have accepted the Products and Services.

4.2 Acceptance is an important event, after acceptance your right to reject the Products and Services is limited to the minimum rights to reject the Products and Services that cannot be excluded by MACHINEHANDEL WORMGOOR.

4.3 If you do not believe you should accept the Products or Services please contact MACHINEHANDEL WORMGOOR to see if they can help. In case of returns the products must be shipped insured and in the original packaging material (see 7.1).

4.5 In the event of any defects in Product or Services after acceptance, then Buyer should invoke a warranty claim for the relevant Product or Services in accordance with the warranty for the relevant Product or Services as described in the warranty clause below or the documentation accompanying the Product.

## **5. Warranty**

5.1 AS A CONSUMER YOU HAVE STATUTORY RIGHTS THAT MACHINEHANDEL WORMGOOR DOES NOT LIMIT OR EXCLUDE.

5.2 IN ADDITION TO YOUR STATUTORY RIGHTS AS A CONSUMER THE FOLLOWING WARRANTY PROVISIONS APPLY TO ALL PRODUCTS

5.3 MACHINEHANDEL WORMGOOR warrants that SKI-RACK Equipment is free from defects in workmanship or material under normal use during the warranty period. Visible defects must be reported to MACHINEHANDEL WORMGOOR within 7 days after delivery, hidden defects must be reported before the termination of the warranty period of twelve (12) months.

5.4 Commencement of Warranty. The above warranties will commence upon delivery of the Products.

5.5 Exclusions. The above warranties do not apply to Products submitted to improper use or accidents.

5.6 Warranty Remedies. MACHINEHANDEL WORMGOOR will provide the following warranty remedies provided Buyer promptly notifies MACHINEHANDEL WORMGOOR during the specified warranty period, of any non-conformance to the above warranties.

5.6.1 After acceptance of the warranty claim by MACHINEHANDEL WORMGOOR the defective equipment or parts must be shipped to Ski-Rack.nl, the Buyer bears the costs of the shipping

5.6.2 MACHINEHANDEL WORMGOOR will repair or replace defective SKI-RACK Equipment and return it to the Buyer within a reasonable period.

5.6.3 If in MACHINEHANDEL WORMGOOR 's opinion, MACHINEHANDEL WORMGOOR is unable to otherwise remedy the warranty nonconformance, MACHINEHANDEL WORMGOOR may accept return of the SKI-RACK Equipment or and refund the purchase price.

5.6.4 If you are a Consumer, THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

## **6. Limitation of Liability**

6.1 You should use all reasonable care when you use SKI-RACK equipment.

6.2 To the maximum extent permissible by law :

6.2.1 MACHINEHANDEL WORMGOOR disclaims all liability for damage resulting in loss of use, loss of profits, loss of anticipated earnings or disappointment or any indirect, incidental or consequential loss whatsoever.

6.2.2 MACHINEHANDEL WORMGOOR 's maximum liability for any claim howsoever arising will be limited to a refund of two times the purchase price paid for the Products that are the subject of your claim .The limit included in this limitation clause is set in view that the Products are not intended for use in business activities. Your limit of liability to MACHINEHANDEL WORMGOOR is limited to the price plus any delivery charges set out in your contract plus any interest for late payments and any charges incurred in recovering these amounts from you.

## **7. Transfer of legal ownership**

7.1 Legal ownership of the Products shall not pass to the Buyer until the date on which all amounts outstanding from Buyer to MACHINEHANDEL WORMGOOR under their contracts of sales or under contracts related therewith have been unconditionally and fully paid by Buyer to MACHINEHANDEL WORMGOOR.

7.2 Unless and until legal ownership has passed to the Buyer under paragraph 6.1 of this Condition,

7.2.1 Buyer shall have possession of the Goods as MACHINEHANDEL WORMGOOR 's fiduciary agent and bailee only; and

7.2.2 Buyer shall maintain the Goods separately from its own property and that of any third party, properly stored, protected and insured and identified as MACHINEHANDEL WORMGOOR 's property; and

7.2.3 MACHINEHANDEL WORMGOOR shall be permitted to inspect the Goods at any time and may at any time repossess the same and may enter upon Buyer=s premises for this purpose; and

7.2.4 Buyer may sell the Goods in the ordinary course of its business but shall not otherwise (and shall not purport to) sell, mortgage, encumber or part with possession of the Goods nor allow any lien or encumbrance to arise over the same.

7.2.5 Buyer hereby assigns to MACHINEHANDEL WORMGOOR for security purposes all of Buyer=s receivables emanating from Buyer's sale of the Goods under retention of title, provided that Buyer shall remain entitled to collect such assigned receivables until MACHINEHANDEL WORMGOOR revokes this authorization, and further provided that MACHINEHANDEL WORMGOOR may disclose this assignment to Buyer's Buyer(s) at any time.

7.3 In the event that the fair market value of the security obtained by MACHINEHANDEL WORMGOOR by virtue of subparagraphs 6.1 and/or 6.2 above should at any time exceed the amounts outstanding from

Buyer to MACHINEHANDEL WORMGOOR by 20% or more, MACHINEHANDEL WORMGOOR shall release the excess security upon Buyer=s request.

7.4 Notwithstanding that ownership of the Products may not have passed to Buyer, Buyer shall insure the Products against all risks for their full replacement value.

## **8. General**

8.1 These terms and conditions and all Contracts shall be subject to the Law of the State of the Netherlands and the exclusive jurisdiction of the Dutch Courts.

8.2 To contact MACHINEHANDEL WORMGOOR you may write to MACHINEHANDEL WORMGOOR, Steenmorsweg 8, 7478PM, Diepenheim, the Netherlands ,Attn: General Manager, tel + (31) 547 351541

8.3 Buyer may not assign or transfer its rights or obligations under any Contract to any third party.

## **9. Cancellation Rights**

9.1 As a Consumer you may have the right to cancel Contracts for Products purchased from the SKI-RACK webshop. Cancellation rights must be exercisable by you within the time limits set out in the relevant legislation. If you should decide to cancel your Contract pursuant to these rights then you should ensure that the Products and packaging are maintained in a good condition so that the products may be returned to MACHINEHANDEL WORMGOOR for a refund. To the extent permissible by MACHINEHANDEL WORMGOOR will charge you for any damage to the returned Products and the costs of collecting the Products from you