

## General Terms & Conditions for delivery Beo-Band

### Article 1. Applicability

1.1 These Terms and Conditions apply to all offers, orders and contracts of Beo-Band, located in Sint Odilienberg. These Terms and Conditions will be sent to you on request. These Terms and Conditions are also available for viewing on the Internet, see: <http://www.beo-band.nl>

1.2 The acceptance of an offer or the placing of an order implies that you accept the applicability of these Terms and Conditions.

1.3 The provisions of these Terms and Conditions may only be differed from after written notice or approval by Beo-Band.

1.4 All rights and claims, as stipulated in these Terms and Conditions, and any further contracts for the benefit of Beo-Band, are likewise stipulated for the benefit of Beo-Band intermediaries and other third parties.

1.5 Through the use of the Beo-band website and/or the placing of an order the Purchaser accepts these Terms and Conditions, together with all other rights and obligations as stated on the website.

1.6 These Terms and Conditions shall respect the rights of consumers arising from the law (or the contract of sale).

### Article 2. Agreements

2.1 All offers from Beo-Band are subject to contract and Beo-Band expressly reserves the right to change the prices, particularly when necessary on (legal) grounds.

2.2 A contract will only be created after acceptance of your order by Beo-Band. Beo-Band is entitled to refuse orders and/or attach certain delivery conditions, unless explicitly stated otherwise. In the case that an order is not accepted, Beo-Band shall be notified of this within ten (10) days after receipt of the order.

2.3 Under generally accepted standards of reasonableness and fairness, Beo-Band will not meet the obligations of any offer or part of an offer that contains an obvious mistake or understandable clerical error.

### Article 3. Prices and payments

3.1 The stated prices for the offered goods and services are in euros, excluding VAT and

excluding any shipping - cash on delivery and shipping costs, any taxes or other levies, unless otherwise stated or agreed in writing.

3.2 Payment in advance is required for all orders placed with Beo-Band. Immediately after drawing up a purchase contract, Beo-Band will send an advance invoice to the Purchaser. Term of Payment to Beo-Band is 14 days.

3.3 When paying by bank transfer or giro, the date of payment will be recorded as the date that the giro or bank account of Beo-Band is credited.

### Article 4. Delivery, complaints

4.1 Term of delivery is 21 days after payment of the invoice by the Purchaser.

4.2 Time and location for delivery of the goods will be stated in the offer/contract.

4.3 Upon receipt, the Purchaser is obliged to immediately verify the packing list. Beo-Band will only consider complaints concerning inadequate supply quantities if they are reported to Beo-Band within two days of receipt.

4.4 The Purchaser is obliged to ensure that the delivered goods conform to the requirements as described in the contract. In the event that this is not the case, the Purchaser must notify Beo-Band in writing and with sufficient detail as soon as possible and in any event within one week after delivery.

### Article 5. Guarantee

5.1 Beo-Band guarantees that the goods delivered comply with the usual requirements and standards that they must meet and are free from technical defects.

5.2 The above guarantee is valid for a period of two years after delivery, unless otherwise agreed with the consumer.

5.3 Accessories and other fittings are guaranteed for 3 months after delivery, unless otherwise agreed.

5.4 This guarantee does not apply when a defect has arisen as a result of improper or injudicious use or when the Purchaser or any third party has made or has tried to make changes to the goods or has used the

goods for any purpose other than that for which they are intended without written permission from Beo-Band. Improper or injudicious use is defined in the context of this article as meaning the assembly of the product in a manner other than that described by Beo-Band including the assembly and attachment of aluminium or plastic holders or exceeding pole distances as prescribed by Beo-Band for various applications. The prescribed pole distances are:

- Meadow max 3.5 metres
- Horse Walker max 2 metres
- Arena: max 2.5 metres
- Lunge Pen: max 2 metres

5.5 In the event that the goods are delivered or installed by a third party the guarantee is limited to that provided by the third party.

### Article 6. Reservation of ownership

6.1 Ownership of the supplied goods shall only pass to the Purchaser if the Purchaser fully meets all its obligations as described in the contract with Beo-Band. Any risk with respect to the goods will immediately pass over upon delivery.

### Article 7. Intellectual and industrial property rights

7.1 Beo-Band is a registered trademark. The Purchaser must unconditionally respect all intellectual and industrial property rights attached to the delivered Beo-Band products.

7.2 The Purchaser acknowledges that all intellectual property rights to the information, communications or other expressions with respect to the products and/or with respect to the web site remain vested with Beo-Band, its suppliers or other entitled persons.

7.3 Intellectual property rights include patents, copyrights, trademarks, designs and design rights and/or other (intellectual property) rights, whether or not they are patentable technical and/or commercial knowledge, methods and concepts.

7.4 The Purchaser is prohibited to make use, including making changes, of the intellectual property rights as described in this Article, for example, reproduction,

without the express and prior written permission of Beo-band, its suppliers or other entitled persons unless this is in the course of private use of the product itself.

#### **Article 8. Orders/communication**

8.1 Beo-Band is not liable in the event of misunderstandings, delays or improper transmission of order data and messages resulting from the use of the Internet or other communication traffic between the Purchaser and Beo-band, or between Beo-Band and third parties, insofar as it relates to the relationship between the Purchaser and Beo-Band unless there is intent or gross negligence by Beo-Band.

#### **Article 9. Retention of personal data**

10.1 Beo-band will retain data provided by the Purchaser in a file. This information will only be used for the purposes of executing the contract. The Purchaser can apply by email to see their own personal data and on request it will be amended or deleted.

#### **Article 10. Legal liability**

10.1 In the event that the goods delivered by Beo-band are defective, the liability of Beo-Band to the Purchaser will be limited to the invoice value of the contract or a service through which the damage can be repaired under the provisions of Article 5 of these Terms and Conditions.

10.2 Beo-Band is not liable if any damage is a result of intent and/or gross negligence and/or imputable acts, or injudicious or improper use of the goods by the Purchaser.

10.3 Beo-Band would like to inform you that this product in the white colour is susceptible to pink staining. This is a natural discolouration process (pink spots) that occurs as a result of damage by micro-organisms (funghi and bacteria) in the open air. Beo-Band accepts no liability for damage or defectiveness of its product due to pink staining.

10.4 Beo-Band is never obliged to pay any compensation to the Purchaser or others, unless there is intent or gross negligence on the part of Beo-Band.

10.5 Beo-Band is never liable for any resulting damage or trading loss, indirect damages and loss of profit or sales.

#### **Article 11. Force majeure**

11.1 In the event of force majeure and without prejudice to its other rights and without judicial intervention, Beo-Band has

the right to suspend or terminate the execution of the contract by informing the Purchaser in writing and without liability for any damages, unless standards of reasonableness and fairness are not met.

11.2 Force majeure shall be defined as any shortcoming that cannot be attributed to Beo-band if it is not at fault, nor if it is not accountable by law, legal act or according to generally accepted standards.

#### **Article 12. Other provisions**

12.1 If the Purchaser provides an address in writing to Beo-band, Beo-Band is entitled to send all orders to that address unless the Purchaser provides in writing another address to Beo-Band to which orders should be sent.