

## **Terms and conditions**

### **ARTICLE 1: Identity of the entrepreneur**

*Operating under name of*  
XDB Art

*Business address*  
Stek 5B  
3371 KG Hardinxveld-Giessendam

*Phone number*  
+31 (0)85 – 114 04 44

*Chamber of Commerce number*  
71834427

*VAT number*  
NL858867710B02

### **ARTICLE 2: Applicability**

These terms and conditions apply to every offer and/or quotation from XDB ART and to every Agreement between XDB ART and the customer, including the performance of the Agreement.

Before the Agreement is concluded, the text of these General Terms and Conditions will be made available to the customer. The General Terms and Conditions can be found on the XDB ART website.

### **ARTICLE 3: Offers, quotations and orders**

All offers shown on the website are valid as long as they are shown on the website and the relevant product can be delivered by the supplier.

Product properties, sizes and weights, images, (technical) drawings and samples shown and provided are shown as accurately as possible. XDB ART is not liable for the consequences of errors and/or deviations herein.

The prices in the stated offers, quotations and/or orders are inclusive of VAT, exclusive of statutory disposal charges and exclusive of shipping costs, unless stated otherwise.

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

### **ARTICLE 4: Agreement**

A Distance Agreement is only concluded when the Customer has placed an order using Technology for distance communication and XDB ART has sent an order confirmation to the Customer by e-mail.

If a quotation has been provided by XDB ART at the request of the Customer, the Agreement is concluded as soon as the Customer has received an order confirmation by e-mail and has confirmed this order confirmation to XDB ART by e-mail for approval.

## **ARTICLE 5: Delivery**

Although XDB ART will at all times make every effort to deliver within the specified periods, the delivery periods stated on the website or in the order are never strict deadlines, even if they are deadlines. XDB ART is not liable for any exceeding of a delivery term whatsoever. XDB ART is also not liable for consequential damages and costs arising from any delays that arise from a delayed delivery, delay with a transporter commissioned by XDB ART or the submission of a return request.

The Customer has the choice to collect the ordered products by appointment. XDB ART will deliver your order at a fixed rate of €7.25.

The delivery time depends on the stock. When products are in stock, they will be delivered within 24 hours. If a product is not in stock, this can take between 1 and 5 working days.

## **ARTICLE 6: Payments**

XDB ART accepts the following payment methods:

- iDeal
- Credit card
- PIN
- In cash

## **ARTICLE 7: Complaints**

The Customer must check the product or products within 48 hours after delivery for visible defects and verify whether the delivered goods correspond with the invoice and/or order confirmation.

Any complaints about visible defects and/or delivered products that do not correspond to the order confirmation must be reported to XDB ART in writing within 48 hours after delivery, whereby the complaint must be fully and clearly described. Reports received outside this period will not be processed.

## **ARTICLE 8: Exchange and return**

View the conditions regarding exchange and return on the page 'Exchange and Return'.

## **ARTICLE 9: Warranty**

At XDB ART you will of course receive the normal product guarantees on your purchase and all rights and obligations of consumer law apply. These are also explained in simple terms on the ConsuWijzer website. The legal guarantee applies to our webshop. This means that a product must do what the consumer can reasonably expect from it. If this is not the case, please contact our customer service and we will arrange for repair, replacement or refund of the purchase price if there is no longer a solution.

Does your product show a defect?

Please contact us via the contact form. We will look for a solution as quickly and as well as possible. Sometimes a part is replaced, sometimes you get a new one or we look for another suitable solution.

A warranty gives extra rights to you as a buyer, but is always for a certain duration and sometimes with certain conditions (determined by the manufacturer). For the right to warranty you need proof of purchase of the product. Apart from these conditions, XDB ART naturally adheres to your legal rights, which we logically comply with.

**ARTICLE 10: Liability**

XDB ART is under no circumstances liable for damage caused by a defect within the meaning of the Product Liability Regulation (Book 6, Title 3, Section 3 of the Dutch Civil Code).

XDB ART is also not liable if the damage to the delivered product is due to intent, gross negligence, culpable actions or incorrect and/or careless assembly, installation, use and/or maintenance.

**ARTICLE 11: Email Disclaimer**

The information sent by e-mail, including any attachment(s), is confidential and intended exclusively for the addressee(s). Use or distribution of the information by anyone other than the addressee(s) is not permitted. When a message has been received in error, the sender must be notified immediately 17 PB. The message, including any attachment(s), must be removed from the recipient's system. XDB ART points out that email messages are subject to change. XDB ART is also not liable for the incorrect or incomplete transmission of the information sent with an e-mail message, nor for possible delays in the receipt of the e-mail message. XDB ART does not guarantee that the integrity of messages has been preserved, nor that a message has not been intercepted, has not been susceptible to intervention by third parties or is free of viruses. An e-mail message should therefore be checked for viruses before opening.

Apart from the conditions mentioned in this document, the Customer retains the rights it has under the law. XDB ART reserves the right to make changes and changes.