

PAY ATTENTION! This document has been automatically translated. In the event that there are uncertainties or a legal dispute, the original Dutch-language document is binding!

Terms & Conditions of Het Noorden Watersport BV.

1. General

a. Het Noorden Watersport BV trading under the name Alumacraft Europe, hereinafter referred to as Alumacraft Europe, engages in retailing, leasing, repair and maintenance of water sports equipment.

b. All disputes that may arise in connection with an agreement in Dutch law apply. The Arrondissementsrechtbank te Alkmaar is entitled to take cognizance of the dispute if the dispute is part of its absolute competence.

2) Offer and acceptance

All offers are entirely without obligation, unless expressly stated otherwise. All offers, via any information medium, are only binding if confirmed by Alumacraft Europe in writing. An agreement is concluded when Alumacraft Europe confirms it within 14 days after the order has been received verbally or in writing, or has begun the execution of the work.

3) Price

The price is the agreement between the parties at the conclusion of the agreement.

Agreed or specified prices are based on the cost price factors known up to the time of the offer. In the event of an increase of one or more of these factors, Alumacraft Europe is entitled to adjust the agreed price accordingly, insofar as this increase was not foreseeable at the conclusion of the agreement and the price increase is reasonable.

4) Delivery

Delivery takes place at the place stipulated in the agreement. The costs of transport and packaging are at the expense of the client. Delivery of new products from the webshop will be delivered within 14 days, unless stated otherwise. The client must notify Alumacraft Europe directly in writing of the damage / defects present at the delivery / delivery within seven days of delivery. In the event of a late notification, Alumacraft Europe is entitled to not accept the complaints. The delivery periods used by Alumacraft Europe start at the moment that all necessary permits, authorizations or advance payments have been received. Unless otherwise agreed in writing, the terms used are not to be regarded as deadlines. In the event of late delivery of the agreed services, Alumacraft Europe must be given notice of default in writing. Alumacraft Europe is entitled to store the goods at the expense and risk of the client if the client fails to take delivery of the products, even if the principal can not take delivery as a result of force majeure, without prejudice to the right of Alumacraft Europe to purchase the purchase price. and / or claim compensation. The trial period is 10 working days, with return shipping the shipping costs have to be paid. Items that have been ordered / modified for you can not be canceled after the purchase agreement has been concluded.

5) Force majeure

If during the execution of an agreement it appears that execution of the agreement as a result of force majeure is not possible, or if this execution due to force majeure or circumstances which Alumacraft Europe can not be charged that were not foreseeable at the conclusion of the agreement, has Alumacraft Europe. the right without being bound to any form of compensation to suspend the execution of the agreement or to declare the agreement non-binding. Force majeure includes: all involuntary business failures or obstacles, such as fire, natural disasters, obstacles by third parties, strikes, war, insurrection, withdrawal or expiry of the

permits and furthermore in general all circumstances, events, causes and consequences outside the control or control of Alumacraft Europe.

6) Liability

Alumacraft Europe is never liable for damages incurred by the client or third parties, which are the result of the goods delivered or work performed by it, unless intent or gross negligence of Alumacraft Europe is demonstrated. Storage on or around our sites is entirely at your own risk. Alumacraft Europe does not accept any liability for theft, loss or damage of any kind whatsoever caused by whom, how and for whatever period.

It is the client's responsibility to take out a non-life insurance against the dangers of fire, storm, precipitation, water, burglary, theft, damage, etc. for all items that have been deposited at Alumacraft Europe. If Alumacraft Europe should nevertheless be liable for any damage, this liability is limited to the amount of the payment made by the insurance. If the insurance does not pay out, the liability is limited to the invoice amount. Alumacraft Europe is in no way liable for loss of profits from the client or third parties, such as business failures and loss of income due to whatever cause arise. Alumacraft Europe is never liable for improper use of the delivered goods by the other party, or use thereof for any purpose other than for which it is suitable according to objective criteria.

7) Reservation of ownership

All goods delivered by Alumacraft Europe remain its property until the full purchase price has been paid. If the purchase price is not paid on time, Alumacraft Europe is entitled to take possession of the goods, in which case the agreement has been dissolved, notwithstanding the right of Alumacraft Europe to compensation for incurred costs and further compensation of damage if present. The client authorizes Alumacraft Europe to recover the goods after the expiry of the payment term, without any notice of default being required. At the first request of Alumacraft Europe, the client must cooperate in this by providing access or returning the goods. All related costs are at the expense of the client.

8) Warranty

Alumacraft Europe provides a half-year warranty on delivered new goods. Alumacraft Europe grants a 3 months warranty on delivered used goods, except for repairs for which a warranty period of one month applies. Unless otherwise agreed. The aforementioned warranty terms are still limited to the guarantee that the importer or manufacturer provides. All goods eligible for warranty or repair must be delivered carriage paid to Alumacraft Europe with purchase receipt. In the absence of these documents, all warranty claims will lapse. The costs of shipping by Alumacraft Europe to the importer or manufacturer are for the account of the client, as well as the costs charged to Alumacraft Europe by the importer or manufacturer. All goods are returned to the customer at the expense and risk of the client. Defects in delivered goods that are covered by the warranty will be repaired, either exclusively by Alumacraft Europe, either repaired or replaced by new delivery in the defects in the opinion of Alumacraft Europe or the manufacturer are due to construction faults, the materials used or the execution resulting from this. unusable for the client in respect of the relevant destination of the goods. All guarantee claims lapse if the client himself has made changes or repairs to the delivered goods, or does not use the delivered goods accurately according to the supplied instructions or otherwise acts improperly.

9) Payment

Unless otherwise agreed, the payment of used goods must take place on delivery. Products that are ordered through the web shop must be paid in advance by bank. No claim or claim gives the client the right to suspend fulfillment of the payment obligation, to omit it or to regard it as expired. If the client fails to meet his payment obligations, fails to comply in time or properly, he is still legally in default and obliged to pay all extrajudicial debt collection costs incurred by Alumacraft Europe.

10) Disputes

It may happen that you are not satisfied with our products or services. Please contact us as soon as possible. We will respond to your complaint within 30 days at the latest.