

# GENERAL TERMS and CONDITIONS VEVINA®

## 1 Definitions

**1.1**  
In the present general terms and conditions, the following terms are used in the sense given below.

- **Vevina®**: Vevina, established in Rotterdam, as well as all allied companies who use the present general terms and conditions;
- **Purchaser**: the counterpart of Vevina®, a person who may act in the course of a profession or a business;
- **Europe**: Belgium, the Netherlands, Luxemburg, Cyprus, Germany, France, United Kingdom, Ireland, Norway, Denmark, Finland, Sweden, Poland, Hungary, Czech Republic, Estonia, Latvia, Lithuania, Austria, Italy, Greece, Spain, Portugal, Malta, Slovenia, Slovakia, Bulgaria, Romania, Liechtenstein, Switzerland, Croatia, Serbia, Bosnia Herzegovina.

**1.2**  
To your online product order by means of our site [www.vevina.net](http://www.vevina.net), [www.vevina.de](http://www.vevina.de), [www.vevina.co.uk](http://www.vevina.co.uk) and [www.vevina.eu](http://www.vevina.eu) all offers and agreements of Vevina® apply these general conditions. These general download conditions are accessible for everyone and impression by means of the internet site of Vevina®. With your order you indicate to agree with the general conditions of Vevina®. Possible (general) conditions, how also called, which deviate from these general conditions are only validly if these are confirmed in writing by our.

**1.3**  
Of in these general conditions stipulated can be deviated only in writing, which case the remaining provisions unabridged effective to remain.

**1.4**  
These general conditions have been determined by Vevina® and have been deposited at the Chamber of Commerce and factories in Rotterdam, The Netherlands (depot number 24431604).

## 2 Offers

All offers, tasks and such are without engagement unless these contain a period for acceptance.

## 3 Supply

**3.1**  
Supply takes place as long as the stock stretches.

**3.2**  
An agreement comes about only after acceptance of your order. Vevina® are authorized refuse order or certain link conditions to the supply. The order has been accepted as soon as Vevina® have assigned an establishment number to it. Just after reception of the payment the obligation to supply of the products arises.

**3.3**  
Orders are exclusively provided to addresses in Europe. The delivery period amounts to 1-2 (work) days for supply in the Netherlands and 3-7 (work) days outside the Netherlands, yet at the latest within 30 days. Sending costs amounts 2,00 Euro (1-3 tubes) and 2,50 Euro (4-6 tubes) by order in the Netherlands and 2,50 Euro (1 tube) / 3,25 Euro (2-3 tubes) / 6,50 Euro (4-6 tubes) by order for Europe, with exception of the Netherlands.

**3.4**  
Vevina® preserve themselves the right provide the order in parts. At supply in parts Vevina® will take the extra arisen sending costs at its expense.

**3.5**  
The sending of the products occurs for risk and account of the purchaser.

**3.6**  
If the supply is informed not possible Vevina® will put the purchaser of it immediately. If the order has not been received within 30 days after the acceptance of the order, the purchaser can abandon the agreement. Purchaser serves of this in writing (by fax, letter or e-mail) of informs Vevina®.

## 4 Price and payment

**4.1**  
All Vevina® named amounts and/or prices its including VAT and possible remaining levies and/or taxes.

**4.2**  
All prices are subject to busy and move errors. For the impact of busy and move errors no liability is accepted.

**4.3**  
The payment serves thirty (30) days after date of acceptance of the order by the purchaser being satisfied. The moment on which (bank) the account of Vevina® with the concerning invoiced amount is credited is considered as a moment of payment. Payment can occur by one-off authorisation or transfer.

**4.4**  
When an invoice according to Article 4.3 thirty (30) days do not summon after date is satisfied, then Vevina® have been entitled raise the invoice amount with one and a quarter percent (1.25%) by (part of) thirty (30) days and charged to complete payment of the invoice amount, including aforementioned increase, has taken place. Also are possible Vevina® all extrajudicial and judicial costs to incasso of chargeable recovering on constituent, which extrajudicial cost chargeable will amount to at least ten per cent (10%) of already it with minimum of thousand Euro (€ 1000,-), excluding VAT.

**4.5**  
The property of provided products proceeds just, if you have satisfied already which you are on the basis of only agreement to Vevina® chargeable. The risk to the point of the products proceeds already at the moment of delivery on the purchaser.

## 5 Visibility period

**5.1**  
The right has the purchaser without task of reasons to (7) seven working days after delivery returning the products. Sending back the products is for account and risk of the purchaser.

**5.2**  
If bought products have been retour received, Vevina® will within the thirty (30) days paid amounts to pay back.

**5.3**  
If that receive the retour products prove to be have been used or damaged, Vevina® preserve themselves the right the paid not pay back amount.

## 6 Data management/privacy

**6.1**  
If you place an order at Vevina® your data are incorporated in the customer file of Vevina®.

**6.2**  
Vevina® will sell your data under no circumstances and exclusively make available of third parties as far as this is necessary for the implementation of an order or compliance with an agreement.

**6.3**  
Vevina® respect the privacy of the users of the Internet site and ensure for a confidential treatment of your personal details. The processing of the data of the consumer occurs in conformity with the law protection personal data and all appropriate laws and legislation.

**6.4**  
Vevina® uses a mailing list. Each mailing contains instructions to remove yourself of this list.

**6.5**  
The purchaser is entitled without delay to examination in the data which have been taken by Vevina® concerning the person of the purchaser. The purchaser is desire at any time authorized modification or disposal of the data.

## 7 Guarantee

Vevina® guarantee that by its provided products satisfy to the requirements of usability, such as these by parties at the agreement in reason are meant.

## 8 Supremacy

**8.1**  
Under supremacy each strange cause and each circumstance, which in all reason to the justification of Vevina® cannot be counted, it is understood. Delay at or bad performance or failures of subcontractors, strikes, government measures, as well as sickness of staff, lacks in aid or means of transport and technical at to the Internet site and related systems and techniques are considered explicitly as supremacy.

**8.2**  
Vevina® preserve themselves in the case of supremacy suspend the right for its obligations and have been even entitled annul the agreement entirely or partially, or to progress that the contents of the agreement are as such modified that implementation remains possible. Under no circumstances Vevina® have been kept only fine or pay damages.

## 9 Complaints

**9.1**  
The purchaser must make a complaint in writing (by means of fax, letter or e-mail) recognizable at Vevina® (the contact data stands mentioned below the page).

**9.2**  
All complaints concerning the supply, quality, quality of the product or every other complaint, Vevina® are seriously handled.

**9.3**  
Vevina® within ten (10) working days the complaint examine and try solve these. Vevina® in writing will report the purchaser (by means of fax, letter or e-mail) concerning research and solution.

## 10. Intellectual and industrial tenures

**10.1**  
All images, texts and remaining content its property of Vevina®, intellectual on the Internet site of Vevina®, and have been protected as such copyright.

**10.2**  
The purchaser serves all intellectual and industrial tenures which rest on the matter provided by Vevina® entirely and unconditionally to respect.

**10.3**  
Vevina® do not guarantee that the matter provided to the purchaser no violation claims some intellectual and/or industrial tenure of third parties and accepts absolutely no liability in case of only of third parties based on the proposition that it is made with a matter violation provided by Vevina® on some right of third parties.

## 11 Appropriate right and dispute regulation

**11.1**  
To all offers, orders and agreements of Vevina® right applies the Dutch. The relevance of the Treaty of the United Nations concerning international purchase contracts concerning movable matter (Viennese buy Treaty) is explicitly excluded.

**11.2**  
Disputes resulting from an agreement between Vevina® and purchaser which in mutual consultation cannot be solved takes the competent judge within the district Rotterdam (the Netherlands) knowledge, unless to Vevina® prefers the competent judge of the place of residence of the purchaser the difference to submit, and with exception of those disputes which belong to the competencies of the cantonal judge.