

Terms and Conditions - v2

Aikipro.nl: bestel online bij dé Aikido webshop van Nederland!

26-04-2017

General Terms and Conditions of Aikipro

ARTICLE 1 DEFINITIONS

In these General Terms and Conditions the following terms shall be capitalized. These terms shall mean:

'Reflection period': the period within which the Customer may use its right of withdrawal.

'Right of withdrawal': the option of the Customer to withdraw from the distance agreement within the reflection period.

'Aikipro': Aikipro, a Dutch online shop which offers Aikido equipment, which is located at Groenendaal 5 , 1187GX in Amstelveen, registered in the Trade Register of the Amsterdam Chamber of Commerce under number 56317786
VAT number: NL155367699B01

'Customer': a natural person not acting in the exercise of a profession or business who concludes a distance Agreement with Aikipro or a natural person acting in the exercise of a profession or business who concludes a distance Agreement with Aikipro via the online shop.

'Agreement': any agreement concluded between Aikipro and the Customer in the context of an organized distance sales without the simultaneous physical presence of Aikipro and Customer and which, up to and including the moment at which the agreement is concluded, makes exclusive use of one or more means of distance communication.

'Acknowledgement of receipt': the acknowledgment of receipt, as defined in Article 3.2 of these Terms and Conditions.

'Product(s)': the Product or Products that at the conclusion of an Agreement between Aikipro and the Customer by or through Aikipro online shop shall or should be delivered to the Customer within an agreed period, for which Customer shall pay a certain price;

'Terms and Conditions': these general terms and conditions of online shop.

'Website': www.Aikipro.nl, www.aikipro.de and www.aikipro.eu where Aikipro sells products to both national and international customers.

ARTICLE 2 SCOPE

2.1 These Terms and Conditions apply to all distance offers, orders and Agreements concluded with the Customer through the Website of Aikipro and where Aikipro is the supplier. The Customer expressly accepts these Terms and Conditions when concluding an Agreement between the Customer and Aikipro, through the procedure as described in Article 3 of these Terms and Conditions.

2.2 Before the distance Agreement is concluded, the text of these Terms and Conditions shall be made available to the Client in such a way that it can be easily stored on a durable data carrier by the Customer.

2.3 Deviations from the provisions of these Terms and Conditions may only take place with the written approval of Aikipro, in which case the other provisions of these Terms and Conditions shall remain in full force.

2.4 All rights and claims, as stipulated in these Terms and Conditions and in any further Agreements on behalf of Aikipro, are also stipulated on behalf of intermediaries and other third parties engaged by Aikipro.

2.5 Aikipro has the right to change these Terms and Conditions and the content of its Website.

ARTICLE 3 OFFERS/AGREEMENTS

3.1 If Aikipro should increase the purchase price of the product pursuant to a statutory regulation or a final and nonappealable court ruling, it will notify the Customer of this immediately in writing (by letter or e-mail). The Customer shall, in such case, be entitled to terminate this Agreement by giving written notice to Aikipro (by letter or e-mail) Aikipro is not bound by its offer in the event of printing, typographical or programming errors in its catalogues, mailings or on the Website. Aikipro is not liable for the consequences of inaccurate or incomplete information in its catalogues, mailings or on the Website.

3.2 The Agreement is concluded at the time of acceptance by the Customer of the offer and the fulfilment of the corresponding conditions. If the Customer has accepted the offer electronically, Aikipro shall immediately confirm receipt of the acceptance of the offer electronically. Until the receipt of this acceptance has been confirmed, the Customer may terminate the Agreement.

3.3 Aikipro may investigate, within the statutory parameters, whether the Customer can meet its payment obligations and investigate all those facts and factors that are important for the responsible conclusion of a distance Agreement. If Aikipro on the basis of this investigation has sound reasons for not entering into the Agreement, it is entitled to refuse an order or request giving

reasons or to attach special conditions to the performance of the Agreement.

3.4 The Acknowledgement of receipt shall in each case contain the following information:

- (a) a description of the Product that is purchased by the Customer and the number of Products purchased by the Customer;
- (b) the price of the Product(s), including taxes;
- (c) the name, residential address, delivery address of the Customer(s) where the Product(s) should be sent, billing address (if different from the residential address and/or delivery address), e-mail address and telephone number of the Customer;
- (d) any costs of delivery;
- (e) the order number of the Agreement.

3.5 The Agreement contains all arrangements made between the Customer and Aikipro and replaces all previous Agreements, schemes and/or arrangements between the Customer and Aikipro.

3.6 The administration of Aikipro applies as evidence, subject to evidence to the contrary, of the Orders placed by the Customer to Aikipro, of payments made and of deliveries carried out by Aikipro. Aikipro recognizes that electronic communication can serve as evidence. By accepting these Terms and Conditions, this is also recognized by the Customer.

ARTICLE 4 TRANSPORT AND DISPATCH COSTS

4.1 All prices for the Products are in EURO's and include turnover tax (VAT) and other levies imposed by the government. Transport costs are calculated separately, depending on the destination and the total amount of the order and are provided to the Customer before the Customer concludes the Agreement.

4.2 Aikipro determines the mode of delivery and is entitled to deliver orders in parts.

4.3 The risk during the transport of the Product ordered by the Customer is for Aikipro. At the time physical possession of the Product is taken, the risk of the Product passes to the Customer, subject to legal obligations that cannot be excluded by Aikipro.

4.4 For orders from abroad, any applicable bank charges, turnover tax and import duties are for the account of the Customer. A Customer from abroad may not pay by direct debit authorisation.

ARTICLE 5 DELIVERY TIME

5.1 If Aikipro and the Customer have not agreed on a specific delivery date in the Agreement, the delivery of the Product within Aikipro European Union shall take place as soon as possible and in any event not later than thirty calendar days after the conclusion of the Agreement. Delivery outside Aikipro European Union shall take place within a reasonable period of time.

5.2 If the agreed delivery period, for any reason whatsoever, is exceeded by Aikipro, Aikipro shall immediately notify the Customer of this in writing (by letter or e-mail). In such case, the Customer may request Aikipro to make the delivery within an additional period which is appropriate in the circumstances. If Aikipro does not make the delivery within the additional period, the Customer is entitled to terminate the Agreement.

5.3 The payments made by the Customer in the context of the performance of the Agreement which is cancelled by Customer, pursuant to Article 5.2 of these Terms and Conditions, shall be repaid to the Customer by Aikipro within 14 calendar days after Aikipro has received the request referred to in Article 5.2.

5.4 If the Customer has sustained demonstrable damage as a result of Aikipro exceeding the delivery period, Aikipro shall reimburse the Customer for this damage to a maximum amount of the invoice amount, irrespective of whether the Customer has terminated the Agreement with Aikipro.

ARTICLE 6 RIGHT OF WITHDRAWAL

6.1 After the Customer has received the Products ordered by it, the Customer is entitled to terminate the underlying Agreement with Aikipro within 14 calendar days after receipt of this Product. The Customer is not required to give a reason for this. This provision does not apply to Products:

- a. that are altered by Aikipro in accordance with the Customer's specifications;
- b. that are clearly of a personal nature;
- c. that by their nature cannot be returned;
- d. that quickly become obsolete or spoil;
- e. for which the price depends on fluctuations in the financial market, over which Aikipro has no influence;

6.2 If the Customer wishes to terminate the Agreement pursuant to Article 6.1 of these Terms and Conditions, the Customer should inform Aikipro of this in writing (by e-mail or letter). The Customer is required to return the Product to Aikipro as soon as possible or within 14 calendar days. The Customer must bear the cost and risk of returning the Product.

6.3 The payments made by the Customer at the time that the Customer cancels the Agreement with Aikipro, pursuant to Articles 6.1 and 6.2 of these Terms and Conditions, shall be repaid by Aikipro to the Customer within 14 calendar days after Aikipro has been informed of the decision by the Customer to cancel the Agreement, including delivery charges (but excluding any additional costs resulting from the choice of the Customer for a different delivery than the cheapest standard delivery provided by Aikipro).

Repayment shall be made by the same method of payment used by the Customer in the original transaction, unless the Customer has explicitly agreed otherwise; in both cases no fee will be charged to the Customer for such repayment.

6.4 If a Product is returned that, in the opinion of Aikipro, has suffered damage or has been reduced in value as a result of the treatment of the Product(s) which exceeded that which was necessary to determine the nature, characteristics and functioning of the Product(s), then Aikipro shall notify the Customer of this in writing (by letter or e-mail). Aikipro is entitled to deduct the reduction in value of the Product as a result of this damage from the amount payable to the Customer

ARTICLE 7 GENERAL

8.1 The Customer must respect all intellectual property rights of the Product delivered by Aikipro.

ARTICLE 8 GUARANTEES

9.1 The Products supplied by Aikipro have a guarantee. This is a guarantee as is provided by the manufacturer for its Products. This guarantee does not affect the rights of the Customer arising from the law, these Terms and Conditions or the Agreement.

ARTICLE 9 COMPLAINTS

10.1 All complaints related to the delivery, quality and condition of the Product or any other complaint shall be dealt with by Aikipro.

10.2 The Customer must make a complaint known to the Customer Service department of Aikipro (details are listed in Article 11 of these Terms and Conditions).

10.3 Aikipro shall attempt to resolve the complaint within 14 calendar days. If a complaint requires a foreseeably longer time for processing, Aikipro shall inform the Customer of this within the period of 14 calendar days after receipt of the complaint and indicate when the Customer can expect to receive a more detailed response. Aikipro shall inform the Customer of this in writing (by letter or e-mail).

ARTICLE 10 PRIVACY

Aikipro respects the privacy of the Customers of its site and ensures that the personal data provided to Aikipro is kept confidential. Aikipro acts hereby in accordance with the relevant provisions of the Data Protection Act . Aikipro uses the personal data to process orders as quickly and easily as possible and provide Customers with the most complete service possible through the Customer Service department. Furthermore, Aikipro shall not sell or trade any data provided to it to third parties. The data of the Customer shall only be made available to third parties that are directly involved in carrying out the order.

ARTICLE 11 APPLICABLE LAW, MEDIATION AND DISPUTES

13.1 All Agreements concluded with Aikipro are governed by Dutch law.

13.2 In principle, the courts have jurisdiction to hear disputes between the parties unless the parties agree otherwise.

13.3 In the event of a conflict between Aikipro and a Customer, a natural person acting in the exercise of a profession or business, then the Rotterdam Court is authorised to take cognizance of the dispute.

13.4 In the event of a conflict between Aikipro and a natural person not acting in the exercise of a profession or business, then a court located in the capital of the country where the individual has his actual residence has jurisdiction.