

# **Terms of Sale and Delivery for Consumers**

## **Article 1: Definitions**

- 1.1** For the purpose of these Terms, the word "Alcatho" shall be understood to mean:  
Alcatho B.V. (Dutch limited)  
Anthony Fokkerweg 70  
3088 GG Rotterdam  
The Netherlands  
Alcatho is registered as a Dutch limited in the Chamber of Commerce in Rotterdam under reference number: 24396689.
- 1.2** The word "Buyer" shall be understood to mean the prospective buyer, prospective customer and generally the contracting partner of the Seller as consumer.
- 1.3** The word "products" shall be understood to mean any products that Alcatho offers, for example products offered on the following websites: <http://www.alcatho.nl> <http://www.abike-shop.nl> , <http://www.a-bikeshop.be> ,<http://www.kofferweegschaal.nl> and <http://www.splashvision.nl>

## **Article 2: General**

- 2.1** These terms are only applicable to any private individual or natural person not liable to account for VAT in connection with a given movement of goods.
- 2.2** These terms are valid for all offers and agreements that Alcatho finalizes with its customers, unless they are altered by explicit agreement between parties.
- 2.3** Any third party that has been contracted by Alcatho can exercise the same rights and claims as Alcatho, derived from these Terms and possibly other agreements agreed at a later moment in time between parties.
- 2.4** If a situation or conflict occurs and there is no specific provision agreed upon in these Terms, the situation will be assessed in the spirit of this contract.

## **Article 3: Offers**

- 3.1** All offers and quotations made by Alcatho are optional and non binding, except during the period stated in the offer or quotation to accept the offer or quotation. An offer or quotation becomes invalid and non binding in case the products are no longer available.
- 3.2** Only after the Seller's written confirmation (by e-mail or post) the agreement becomes binding between parties. This is the case after Alcatho has send a written confirmation of the order to the buyer. In cases of discrepancy between the Buyer's order and Alcatho's confirmation only Alcatho's confirmation will be binding.
- 3.3** Alcatho can not be bound to his offer or quotation in situations where it is obvious to the buyer that (part of) the offer or quotation is based on an obvious mistake or typo made by Alcatho.
- 3.4** Prices mentioned in the quotation or offer are including VAT and other Dutch taxes.

## **Article 4: Delivery Terms**

- 4.1** The time of delivery will be stated in the order confirmation. The time of delivery is only an indication. No rights can be derived by the Buyer from the time of delivery.
- 4.2** When the time of delivery cannot be met by Alcatho, for whatever reason, Alcatho will be obligated to notify the Buyer about the delay through either fax, post or e-mail.
- 4.3** The Buyer is obligated to accept the ordered products, once Alcatho is able to deliver the ordered products or has the product in stock. In case the Buyer refuses to provide the necessary information or instructions that is needed to deliver the ordered products, Alcatho will be entitled to store these products on behalf of the Buyer. The cost of storage will be charged to the Buyer and Alcatho is not liable for any damage resulting from storage.
- 4.4** The Buyer is obligated to examine the delivered goods as soon as the goods are delivered or received by the Buyer. Moreover, the Buyer is obligated to examine the quality and/or the quantity of the

delivered goods agreed upon. Alcatho has to be immediately notified through written notification in cases of visible faults/defects upon arrival or acceptance of the goods. Alcatho has to be notified immediately after the discovery of non-visible faults/defects, no later than three days after delivery or acceptance of the products. The notification has to be written and sent by registered letter to Alcatho. The fault/defect should be described in detail and clearly in order for Alcatho to assess the problem.

- 4.5** Alcatho reserves the right to deliver the ordered products through multiple shipments. In other words an order can be sent through two or more separate shipments (partial deliveries).
- 4.6** The liability during the shipment/transport of the ordered product lies with Alcatho. The liability of Alcatho ends after the goods have been delivered by Alcatho and/or received by the Buyer or after the goods can be considered as delivered or received. From that moment the liability and responsibility of the ordered products lies with the Buyer. This provision can be restricted by Dutch law.

#### **Article 5: Force Majeure**

- 5.1** Alcatho cannot be held liable or responsible in any circumstances which Alcatho has no control over. Alcatho cannot be held to his obligations in any circumstances which Alcatho has no control over.
- 5.2** The circumstances over which Alcatho has no control includes, but is not limited to, bankruptcy or other unexpected actions by third parties/suppliers, unexpected changes in import/export laws, natural disasters, fire, loss of materials or equipment, civil strife, labour strikes, economic sanctions, and war. More in general, situations that Alcatho has no control over whether or not Alcatho could or could not have foreseen it.

#### **Article 6: Payment**

- 6.1** Payments must be made within 14 days after the date of billing in accordance with the method of payment and currency provided by Alcatho.
- 6.2** For purchases made through the websites mentioned in article 1.3 only the payment terms provided by those websites are valid and applicable.
- 6.3** When the Buyer does not pay the bill within the specified given time, the Buyer is in negligent omission and therefore in violation of the agreed contract. Alcatho has the right to dissolve the agreement between parties immediately or hold in abeyance his own obligations. The Buyer will be obligated to pay the interest as well. The outstanding debt will be handed over to the debt collection agency, [IntoCash](#). The extrajudicial cost for collecting the debt of the Buyer by [IntoCash](#) will be charged to the Buyer.
- 6.4** When the Buyer is in negligent omission of paying the amount owned, the Buyer will be charged for all reasonable cost made by Alcatho to collect the debt. The extrajudicial costs will be determined on basis of guidelines provided by the Dutch courts.
- 6.5** Alcatho has the right to allocate payments made, firstly to cost made to collect the debt, secondly to the interest owned and finally the head sum.
- 6.6** In cases where the Buyer objects, complains or protest, the Buyer is still held to pay the outstanding bill. The buyer cannot dissolve the contract and has to pay the outstanding bill.

#### **Article 7: Ownership, Retention of Title**

- 7.1** Any goods delivered shall remain the Alcatho's exclusive property until such time as the Buyer meets all obligations arising from or associated with agreements under which Alcatho has undertaken to make delivery, including claims relating to penalties, interest and costs. Until such time the Buyer shall be required to keep the goods, which Alcatho has delivered, separately from other goods and clearly identified as the Seller's property and to insure the goods properly and keep them properly insured. Alcatho is entitled to the insurance money.
- 7.2** If a third party intends to seize these goods or actually seizes these goods, the Buyer is obligated to notify Alcatho immediately.
- 7.3** If the Buyer fails to meet any of its obligations vis-à-vis Alcatho under clause 7.1 or if Alcatho has reason to fear that the Buyer will not meet the aforesaid obligations, Alcatho or a third party on behalf of Alcatho shall be entitled, without any notice of default being required, to repossess the delivered goods forthwith, regardless of where they are located. The Buyer shall bear the repossession costs and cooperate with the repossession. The Buyer will give Alcatho or a third party on behalf of Alcatho permission to enter the premises, where the products are stored, to be repossessed.

## **Article 8: Warranty**

- 8.1** A product supplied by Alcatho has the warranty given by the manufacturer of the product. The Buyer can only make use of the warranty provided by the manufacturer. This Agreement covers goods that Alcatho procures or has procured from third parties, Alcatho's responsibility and/or liability shall be limited to the responsibility and/or liability to Alcatho's supplier or of a third party or third parties engaged by Alcatho.
- 8.2** Products ordered through the websites mentioned in article 1.3 have an approval period of seven days. Within seven days the Buyer has the right to return the product (undamaged and clean) to Alcatho without reason and is entitled to receive his/her money back. This provision only applies to unused products. If the product has been used, the Buyer forfeits his right to his/her money back. When returning or sending back a product the Buyer is obligated to make sure the product is properly packaged and transported and send with sufficient postage fees.
- 8.3** Warranty expires in cases where the fault/defect is caused by negligent use of products, poor or incorrect product maintenance etc. The warranty expires for damages caused by circumstances where Alcatho has no control over (for example weather conditions etc.) The warranty also expires if the fault/defect is caused by wear due to normal use.
- 8.4** Products sold or supplied by Alcatho meet all the normal requirements, one can expect of it, when used properly and accordingly.

## **Article 9: Liability**

- 9.1** Alcatho cannot be held responsible for any damage caused to the Buyer, due to incorrect or incomplete information given by the Buyer. Alcatho's liability for any direct costs and losses, in any way relating to or caused by an error or omission in the performance of the Agreement, shall be limited at any time to redelivery or to the invoice amount for the order.
- 9.2** Alcatho shall never be liable for any indirect, special, incidental or consequential loss or punitive damages, in any way whatever associated with or caused by an error or omission in the performance of the Agreement.
- 9.3** In all circumstances the liability of Alcatho is limited to the amount Alcatho's insurance pays out.

## **Article 10: Intellectual Property**

- 10.1** Alcatho reserves all rights and claims given to him by the Dutch "Auteurswet" or other regulation regarding intellectual property rights.

## **Article 11: Personalia**

- 11.1** Personal details provided by the Buyer will be stored in a database. This information will only be used to carry out the order. The supplied information will not be given to third parties.
- 11.2** Unless the Buyer objects or protests the personal details of the Buyer will be stored in a database. This information will be used by Alcatho to update and inform the Buyer about new products and services provided by Alcatho. The processing of this information will be in accordance with law and regulation.
- 11.3** The Buyer is entitled to have access to this information, if the Buyer wishes. The Buyer can request Alcatho to change the data in case the data contains incorrect and/or incomplete information.

## **Article 12: Jurisdiction**

- 12.1** All contracts signed with Alcatho shall be governed by Dutch Law.
- 12.2** Any disputes arising between the parties shall be subject to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands, unless another court is competent under mandatory statutory rules.