



## Terms and conditions HG POWERGLUE BENELUX

### Article 1: Applicability

1. These general terms and conditions apply to every offer and product from HG Powerglue Benelux and to any distance agreement concluded between HG Powerglue Benelux and the consumer. The prices on the website are in Euros (€) including VAT, and excluding shipping costs. Price changes reserved.
2. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer is able to store it in a simple way on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.
3. Situations that are not regulated in these terms and conditions must be assessed "in the spirit" of these terms and conditions.
4. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained "in the spirit" of these terms and conditions.

### Article 2: The offer

1. If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. HG Powerglue is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If HG Powerglue Benelux uses images, these are a true representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind HG Powerglue Benelux.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or termination of the agreement.
5. Images of products are a true representation of the products offered. HG Powerglue Benelux cannot guarantee that the displayed colors exactly match the real colors of the products.

### Article 3. The agreement

1. The agreement is concluded, subject to the provisions of paragraph 2, at the moment the consumer accepts the offer and meets the corresponding conditions.
2. If the consumer has accepted the offer electronically, HG Powerglue Benelux will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by HG Powerglue Benelux, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, HG Powerglue Benelux will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, HG Powerglue Benelux will take appropriate security measures.
4. HG Powerglue Benelux can - within the law - inform itself if the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance agreement. If, based on this investigation, HG Powerglue Benelux has good reasons not to enter into the agreement, it is entitled to refuse an order or request or to attach special conditions to the implementation.
5. With the product or service HG Powerglue Benelux will send the following information to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
  - a. the visiting address of the HG Powerglue Benelux location where the consumer can go with complaints;
  - b. the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. the information about guarantees and existing service after purchase;



- d. the information included in article 2 paragraph 3 of these terms and conditions, unless HG Powerglue Benelux has already provided this information to the consumer prior to the execution of the agreement;
  - e. the requirements for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

#### **Article 4. Right of withdrawal**

*When delivering products:*

1. When purchasing products, the consumer has the option of dissolving the contract with reasons for 14 days. This cooling-off period starts on the day following receipt of the product by the consumer or a representative designated in advance by the consumer and announced to HG Powerglue Benelux.
2. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all supplied accessories and - if reasonably possible - in the original condition and packaging to HG Powerglue Benelux, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to HG Powerglue Benelux within 14 days of receiving the product. The consumer must make this known by means of an e-mail stating the reason for return, the order/invoice number. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered were returned on time, for example by means of proof of shipment.
4. If after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or resp. the product has not been returned to HG Powerglue Benelux, the purchase is a fact.

#### **Article 5. Costs in case of withdrawal**

1. If the consumer makes use of his right of withdrawal, the costs of the return shipment will be borne at most.
2. If the consumer has paid an amount, HG Powerglue Benelux will refund this amount as soon as possible, but no later than within 14 days after cancellation. The condition is that the product has already been received back by HG Powerglue Benelux or conclusive proof of complete return can be submitted. Reimbursement will be made via the same payment method used by the consumer unless the consumer gives explicit permission for a different payment method.
3. In the event of damage to the product due to improper handling by the consumer himself, the consumer is liable for any depreciation of the product.
4. The consumer cannot be held liable for a reduction in the value of the product if HG Powerglue Benelux has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement

#### **Article 6. The price**

1. During the validity period stated in the offer, the prices of the products and/or services offered are not increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, HG Powerglue Benelux may offer products or services with variable prices that are subject to fluctuations in the financial market and over which HG Powerglue Benelux has no influence. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.



4. Price increases from 3 months after the conclusion of the agreement are only permitted if HG Powerglue Benelux has stipulated this and:
  - a. they are the result of statutory regulations or provisions; or
  - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. HG Powerglue Benelux is not obliged to deliver the product at the wrong price for printing and typing errors.

#### **Article 7. Conformity and Warranty**

1. HG Powerglue Benelux guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement provisions and/or government regulations. If agreed, HG Powerglue Benelux also guarantees that the product is suitable for normal use.
2. A guarantee provided by HG Powerglue Benelux, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against HG Powerglue Benelux on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported in writing to the entrepreneur within 2 weeks after delivery. Return of the products must be in the original packaging and in new condition.
4. The warranty period of HG Powerglue Benelux corresponds to the factory warranty period. However, HG Powerglue Benelux is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.
5. The warranty does not apply if:
  - The consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;
  - The delivered products are exposed to abnormal circumstances or are otherwise carelessly treated or are in conflict with the instructions of HG Powerglue Benelux and/or have been treated on the packaging;
  - The defectiveness that is wholly or partly the result of regulations that the government has or will state with regard to the nature or quality of the applied materials.

#### **Article 8. Delivery and implementation**

1. HG Powerglue Benelux will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Taking into account what is stated about this in paragraph 4 of this article, the company will execute accepted orders with due speed, though at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any specified periods. Exceeding a term does not entitle the consumer to compensation.

#### **Article 9. Payment**

1. Unless otherwise agreed, the amounts owed by the consumer must be paid in advance. For entrepreneurs, the payment term agreed in the agreement to grant a delivery applies. The entrepreneur will receive a confirmation of the agreement/order confirmation.
2. The consumer has the duty to report inaccuracies in provided or specified payment data to HG Powerglue Benelux without delay.



3. In the event of non-payment by the consumer, HG Powerglue Benelux has the right, subject to legal restrictions, to charge the consumer reasonable costs that have been made known to the consumer in advance.

#### **Article 11. Disputes**

1. Dutch law applies exclusively to agreements between HG Powerglue Benelux and the consumer to which these general terms and conditions apply. Even if the consumer is living abroad.
2. The Vienna Sales Convention does not apply.

Drawn up in Nederweert, January 2019