

We have different terms and conditions for consumers and business customers. View the relevant terms and conditions that apply to you below:

## Terms and Conditions for Consumers

Updated: 2020-06-01

These terms and conditions apply to the use of the [www.vidaXL.co.uk](http://www.vidaXL.co.uk) website, operated by vidaXL International B.V. ("we", "our" or "us" as the context permits),

You accept that use of this website, and any transactions made via the website, is subject to these terms and conditions ("Terms"). We advise you to read these Terms carefully and thoroughly and print a copy for future reference. By browsing, using, registering with or completing any transaction via our website, you confirm that you have read, understood and agree to these Terms. If you do not, you must not use this website.

When placing an order on the website, you will be required to provide personal details including (without limitation) your full name, address, postcode, current residence and e-mail address. Your personal information will be used in accordance with the terms of our [Privacy Policy](#). By agreeing to these Terms, you also confirm you have read, understood and agreed to the terms of our [Privacy Policy](#).

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### Article 1 – Service availability

By placing an order through our website, you warrant that you are legally capable of entering into binding contracts, and that you are at least 18 years old.

### Article 2 – Information about us

Operated by: vidaXL International B.V. Trading under name:  
vidaXL.co.uk

Registration address:  
Mary Kingsleystraat 1  
5928 SK Venlo  
The Netherlands

E-mail address:  
[webservice@vidaXL.co.uk](mailto:webservice@vidaXL.co.uk)

Registration No: 52876861

VAT No: GB 117 2514 41

### **Article 3 – Changes to the website**

We reserve the right to make changes to these Terms from time to time. All changes will take effect as soon as they are posted on the website and will apply to all contracts for the purchase of products from that date. It is your responsibility as a visitor to the website to read the terms and conditions every time you use this website.

Any waiver of these the terms and conditions can only be effective when written and signed by our authorised representative. In this case, the other provisions of these Terms remains fully remain intact.

### **Article 4 – Order process**

Please see our [How to Order](#) for information about how to place an order on our website. All orders placed on [vidaXL.co.uk](#) are subject to the acceptance of our terms and conditions. (Please see section 1.2).

During the order process, you will be asked to check a box whereby you confirm that you have read, understood and agree to both the content and the applicability of these Terms. We will not take or process any orders unless these terms have been accepted.

The Terms in force at the time of completion of the contract will apply to your order, unless you specifically agree to the applicability of a newer, revised version.

When placing an order on our website you must register with us and provide a username and password (“log-in details”). Information that you provide on this website must be complete and accurate at all times. You are responsible for maintaining the confidentiality of your log in details. We shall not be liable for any damages or losses that may arise as a result of any failure by your own provided security. In the event that you have any concerns regarding your log in details or become aware of any possible misuse, please contact us at [webservice@vidaXL.co.uk](mailto:webservice@vidaXL.co.uk)

### **Article 5 – Confirmation of your order**

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched (“Dispatch Confirmation”). The contract between us (“Contract”) will only be formed when we dispatch the products to you. Before that time, we may notify you we do not accept the order, or you may cancel it.

All products that you order through the website will remain our property until we have received your payment in full for the ordered products.

### **Article 6 – Payment**

Payments can be made by any method mentioned in the [Payment Methods](#) section.

We process the order as soon as we receive your payment. Once we have checked your card or Paypal details and the current stock, the item is ready to be shipped off for delivery.

To ensure that your credit or debit card or Paypal account is not used without your permission, we will validate information given during the order process (name, address and other personal information submitted by you) against appropriate third party databases. By agreeing to these Terms, you agree to these checks. This information is only used to check your identity. No credit checks are performed and this will not affect your credit rating. All information given by you will be treated in accordance with our privacy policy and the Data Protection Act 1998.

We take your payment controlled by a third party merchant service provider that is compliant in respect of the payment card industry data security standards (PCI DSS version 2).

## **Article 7 – Security**

Once you reach to the payment stage of your order, the secure mode will automatically be activated. This mode can be recognised by a padlock which is visible in the bottom right corner of your browser. The secure mode ensures that all of your details are encrypted for increased security.

In order for us to be able to process your payment with a debit or credit card, we will ask for your card details. We will ask you to provide these every time you make a payment to us. Except as set out in these Terms, we will not contact you by email or otherwise to request any payment card details or security information. If you do receive any e-mail that ask for such information, please contact our customer service immediately.

We use our reasonable endeavours to ensure that this website is free from viruses and other harmful content that might cause damage to your computer, although we make no guarantees to this effect. It is your responsibility to ensure you have the right equipment (including without limitation up to date anti-virus software) to use websites safely. Except where required by applicable law, we will not be responsible to you or any loss or damage suffered by you as a result of viruses or other harmful content by using our website.

## **Article 8 – Delivery**

Delivery charges and timescales vary depending on the delivery address and the type of product you wish to receive. For further information, please see our [delivery information](#).

We make every effort to meet the delivery dates we promise. However, occasionally due to unforeseen factors, delays are inevitable. We shall not be held responsible for any delay or failure to deliver products within the estimated timescales if it is wholly or partly caused by circumstances which do not lie within our control.

If no one is available at your residential or delivery address to accept the order, a note will be left to advise you of the current location of your order, which could be with your neighbour. Alternatively your order may have been returned to one of the carrier's depots, and the note will advise you of how you may take delivery of your order.

The risk of damage or loss of products remains our responsibility until the earlier of the date the product passes to you (having paid in full for the product) or the date the first delivery attempt was made.

Delivery refunds can only be made in accordance with your legal rights under the Consumer Protection Distance Selling Regulations 200 or other applicable legislations.

## **Article 9 – Accuracy of content**

Except as set out below, the price you pay is the price that was displayed at the time we received your order, except in the case of error.

While we use our reasonable endeavours to ensure all prices on the website are accurate, errors sometimes are inevitable. If we discover an error in the price, we will contact you as soon as possible to give you the options of reconfirming with the actual price or canceling your order. If we are unable to contact you, the order will automatically be cancelled. If you cancel but already have paid, we will refund you the full amount paid.

All prices are shown in pounds sterling and include VAT at the applicable rate. They exclude delivery rates which are shown in respect of product with our [delivery information](#).

All sizes, measurements and dimensions are approximate. We try to display them as accurately as possible, yet we can not guarantee they are absolutely correct.

We use our reasonable endeavours to display pictures of the products as close as possible to their actual representation.

## **Article 10 – Returns**

For direct information on returning your ordered goods, please refer to our [Returns Policy section](#).

Under the Consumer Protection Distance Selling regulations, you have the right to cancel your order within 30 days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products which will be processed in accordance the Refunds section below and otherwise in accordance with your statutory rights. For your convenience we also offer an additional return time of thirty days after you receive the product.

If you wish to cancel your order, you must inform us in writing by e-mail. We will then arrange a collection, where the order has to be collected in their original packaging and in the same condition in which you received them, for FREE (please see our Returns Policy section for more information). You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

These Terms do not affect your other statutory rights as a consumer are not intended to be a full statement of your statutory rights. For more information on your right as a consumer under protection of the distance selling regulations, please contact your local authority, trading standards department or a consumer advice centre.

On rare occasions, it is possible that product specifications change. If this is the case, we will contact you as soon as we can to offer you an alternative similar to the original product. If you are unhappy or not satisfied with the substitute or replacement, please contact our customer service. We will arrange a collection and refund you your money in accordance with our refunds policy in the Refunds section below.

If you believe that you have received defective, damaged or incorrect products, you must inform us within a reasonable amount of time. Please do not return the product to us in the first instance. Rather, we will contact you to discuss an appropriate remedy and may offer you (without limitation) a repair or replacement parts, a replacement product or a full refund. Where we offer you a refund, we will refund the price of a defective damaged or incorrect product in full, any applicable delivery charges and any reasonable costs you may incur in returning the item to us.

## **Article 11 – Refunds**

If you cancel an order pursuant to in accordance with the Cancellations section above, we will refund any money paid by you after the ordered products have been returned to us. The refund will be made to the card or Paypal account you used while paying for the order and, as mentioned above, is subject to the regulations set for goods damaged on return or for which we arranged the collection.

## **Article 12 – Legal guarantee**

We warrant that any product purchased from us through our website is in conformity with the relevant contract of sale during a minimum of two years from delivery of the product under EU law, but national law may provide you with additional rights. Conformity with the contract of sale means that the products comply with the description on our website, are fit for the purposes for which products of the same type are normally used and show the quality and performance which are normal in products of the same type and which can be reasonably expected. This legal guarantee also covers damage which may occur during shipping.

In case of a lack of conformity, you are entitled to have the products brought into conformity free of charge by repair or replacement or, if this is impossible or disproportionate, to an appropriate reduction in the price or a refund. If your purchased product is damaged, please do not hesitate to contact our customer service.

This legal guarantee does not affect or interfere with any of your other rights as a customer based on national laws and regulations.

Your rights under the legal guarantee become invalid if any party other than the manufacturer or any repair service not designated by us modifies the product.

## **Article 13 – Complaints Procedure**

The entrepreneur has a complaints procedure in place, of which the customers have been sufficiently informed, and treats the complaint in accordance with this complaints procedure

Complaints about the execution of the agreement have to be described, completely and clearly, within a reasonable amount of time after the customer has observed the faults.

Complaints filed with the entrepreneur will be answered within 14 days after the date of receipt. If a complaint has a foreseeably longer processing time, the entrepreneur will reply within 14 days with an acknowledgment of receipt and an indication of when the customer can expect a more detailed reply.

The customer should allow the entrepreneur at least 4 weeks' time to solve the complaint in mutual consultation. After this period, a dispute is raised that is eligible for the dispute settlement.

Are you unsatisfied with the handling of your complaint? You can present your complaint to the Disputes Committee via the European ODR Platform. (<http://ec.europa.eu/consumers/odr>)

## **Article 14 – Voucher codes**

Every acquired coupon code is only valid once per customer (unless otherwise stated).

In order to enjoy the discount, your purchase needs to meet the following conditions (from the newsletter, advertiser): minimum order value, selected items, amount of items, expiration date, etc.

Make sure the discount is effective before finalizing the order. The validation of the order and its payment means that you, the customer, agree with the indicated price and that you cannot apply for reimbursement of the undeducted discount code after payment.

No refund will be given if you decide to validate the order while the discount has not been processed correctly.

Discount codes are not valid in combination with other coupon codes and auctions.

The terms of use, validity and value of the discount codes can, without notice, be changed.

If the code does not work, we would recommend you to email our customer service: [webservice@vidaXL.co.uk](mailto:webservice@vidaXL.co.uk).

## **Article 15 – Ownership of rights**

By agreeing to our Terms you acknowledge and agree that all copyright and other intellectual property is made available for your personal use only and remains our property at all times.

You may download or copy content or materials as support for personal use of our website only. Copying, reproducing, publishing, distributing or displaying content or materials displayed on our website for any other use is unlawful and is prohibited by law.

The content and other materials on our website are made available for your personal use only and shall not be copied or used, unless agreed to by us or one of our representatives within authorised written terms.

## **Article 16 – Liability**

Subject to the remainder of this section headed Liability, if we fail to comply with these Terms, we shall only be liable to you for the purchase price of the products.

Subject to the remainder of this section headed Liability, we will not be liable for losses that result from our failure to comply with these Terms that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; loss of goodwill or reputation; waste of management or office time; or any special or indirect losses or loss of goodwill or reputation.

Nothing in this agreement excludes or limits our liability for death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; any breach of the obligations implied by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987; or any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Even though we use our reasonable endeavors to ensure our website meets all applicable security standards, we cannot be held responsible for unauthorised access of information you provide to us through our website. If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## Article 17 – Other important terms

All contracts are concluded in the English language. All matters that might arise shall furthermore be governed by English law and will be subject to the jurisdiction of the English courts.

These Terms constitutes the entire agreement between us and supersedes all previous discussions, correspondence and negotiations between us relating to its subject matter.

We agree that neither of us shall have any remedy in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms. We each agree that that our only liability in respect of those representations and warranties that are set out in these Terms (whether made innocently or negligently) shall be for breach of contract.

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## Article 18 – Contact us

If you have any questions regarding or concerning these Terms or the website, please contact our customer service.

# Terms and Conditions for Business Customers

Last updated: 2020-06-01

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## Article 1 - Definitions

Throughout these terms and conditions, the following terms and definitions will be used:

1. **Day:** calendar day;
2. **Digital content:** data that is produced or delivered in digital form;
3. **Long-term contract:** a contract that provides for the regular delivery of items, services, and/or digital content during a specific period;
4. **Durable medium:** any tool - including email - that enables the customer or entrepreneur to store information that is personally addressed to them in a way that enables future consultation or use during a period that is attuned to the aim for which the information is intended, and enables the unaltered reproduction of the stored information;
5. **Customer:** the natural or legal person which is acting as a professional and/or for a company;

6. **Entrepreneur:** the natural or legal person that offers products, (access to) digital content, and/or services to customers at a distance;
7. **Distance contract:** a contract that is entered into between the entrepreneur and the customer in the context of an organised system for sales of products at a distance, digital content, and/or services whereby, until the contract is entered, exclusive or partial use is made of one or more techniques for communication at a distance;
8. **Written:** in these terms and conditions, "written" includes communication via email and fax if the identity of the sender and the integrity of the email are sufficiently certain;
9. **Technique to communicate at a distance:** a resource that can be used for entering into a contract without the customer and the entrepreneur having to come together at the same time in the same space;
10. **Website:** the entrepreneur's web shop on which goods and services are offered which can be bought by customers;
11. **Platform:** the external environment on which entrepreneurs can offer goods and services which can be bought by customers.

## Article 2 – Identity of the entrepreneur

The private limited liability company vidaXL International B.V., Mary Kingsleystraat 1, 5928 SK Venlo, The Netherlands. Operating in the Netherlands under the VAT number: GB 117 2514 41, trading under the Chamber of Commerce number 52876861.

## Article 3 - Applicability

1. These terms and conditions are applicable to every offer of the entrepreneur and every distance contract between the entrepreneur and the customer.
2. If the customer includes provisions or conditions that deviate from or do not appear in the general terms and conditions in their assignment, then provisions or conditions will only be applicable to the entrepreneur in the case they are accepted expressly in written form.
3. The text of these terms and conditions will be made available to the customer before the distance contract is entered. If this is not reasonably possible, the entrepreneur will state, before the distance contract is entered, the way the terms and conditions can be consulted at the entrepreneur and that they can be sent as soon as possible, free of charge, at the customer's request.
4. If the distance contract is concluded electronically, it may be that, contrary to the previous paragraph and before the distance contract is entered, the text of these terms and conditions can be made available to the customer by electronic means in such a way that it can be stored by the customer in a simple manner on a durable data carrier. If this is not reasonably possible then, before the distance contract is entered, it will be stated where the terms and conditions can be consulted by electronic means and that they will be sent electronically or in another way, free of charge, at the customer's request.
5. If and insofar as one of the provisions of these general terms and conditions is null or void, the concerning provision must be read in the way of the legally permitted provision that is closest in content to the intentions of the parties, as it appears from the null or void provision, while the remaining provisions remain fully in effect.
6. If, in addition to these terms and conditions, specific conditions of an external platform on which products and services are being offered by the entrepreneur apply, the customer can, in the event of conflicting conditions, always invoke the applicable condition that is most favourable to them, but only if the Terms & Conditions are non-derogable.

## Article 4 – The offer

1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer will include a full and detailed description of the offered products, digital content, and/or services.
3. The content of the website as well as its offer have been composed with the greatest care. However, the entrepreneur cannot guarantee that all information on the website is always correct and complete. Because of this, all prices, the offer and other information on the website and in other materials from the entrepreneur are subject to obvious programming and typing errors.

## Article 5 - The contract

1. The contract shall come into force at the time the customer accepts the offer and complies with the corresponding conditions.
2. If the customer has accepted the offer by electronic means, the entrepreneur will immediately confirm by electronic means the receipt of the acceptance of the offer. If the receipt of acceptance of the offer has not been confirmed by the entrepreneur, the customer can terminate the contract.
3. After the customer accepts the offer, the entrepreneur reserves the right to cancel the offer within 3 working days of acceptance. The entrepreneur will notify the customer immediately of such cancellations.



4. If the contract is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and will ensure a secure web environment. If the customer can pay electronically, the entrepreneur will observe appropriate security measures to this end.
5. If, after the contract is accepted, it turns out the client has provided any incorrect details, the entrepreneur has the right to fulfil its obligations only after receiving the correct details.
6. The entrepreneur can, within the statutory provisions, investigate whether the customer can fulfil their payment obligations, as well as investigate all the facts and factors that are of importance for entering into the distance contract responsibly. If, based on this investigation, the entrepreneur has solid grounds for not entering into the contract, they are entitled to refuse an order or application, stating reasons, or to attach special conditions to the implementation. If the entrepreneur, based on the investigation, declines the request or attaches special conditions to it, the customer will be informed of this no later than 3 days after concluding the contract.

## **Article 6 - Pricing**

1. All prices mentioned on the website of and in other materials from the entrepreneur, are including VAT (unless stated otherwise) and unless stated differently on the website, are including other applicable charges.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services, whose prices are linked to fluctuations on the financial market over which the entrepreneur has no influence, at variable prices. This linkage to fluctuations and the fact that any stated prices are target prices will be stated in the offer.
3. The entrepreneur can change prices 2 weeks after conclusion of the contract. Customers that do not agree with the change have the authority to terminate the contract without being charged for this by the entrepreneur.
4. Additional charges, such as delivery fees and payment fees, will be mentioned on the website and will at least be shown during the order process.

## **Article 7 – Performance of the contract and additional guarantee**

1. The entrepreneur guarantees that the delivered products and services comply with the contract, on the understanding that minor deviations accepted in the sector regarding specified sizes, weights, quantities, discolorations and slight mutual colour deviations, etc., do not count as shortcomings on the part of the entrepreneur.
2. The customer must examine the goods delivered at the time of delivery and the customer must check whether the delivered goods meet the contract stipulations. This includes:
  - whether the correct goods have been delivered;
  - whether the delivered goods correspond in terms of quantity and number with what has been agreed;
  - whether the delivered goods meet the requirements that may be set for normal use and/or commercial purposes.

In case of visible defects or shortcomings, the customer must report these to the entrepreneur within 14 days after delivery. In case non-visible defects or shortcomings are found, the customer must report these to the entrepreneur within 14 days at the latest after he could reasonably have discovered these. If the customer does not do this, he is no longer entitled to any form of repair, replacement, compensation and/or refund in respect of these defects.

3. If the entrepreneur considers a complaint to be justified, the relevant products will be repaired, replaced or (partially) reimbursed after consultation with the customer. The entrepreneur can thereby redirect the customer to a manufacturer or supplier.

## **Article 8 – Delivery and execution**

1. In compliance with that which is stated in this respect in article 3 of these terms and conditions, the entrepreneur will carry out accepted orders with appropriate rapidity.
2. The entrepreneur is entitled to engage third parties if required to perform the duties under the contract.
3. The specified delivery times must be interpreted as a duty of reasonable effort and are deemed to have been approximated. The entrepreneur is free to choose the carrier. Except in the event of intent or deliberate recklessness on the part of the seller, exceeding of the delivery time shall never entitle the customer to any form of compensation.
4. The entrepreneur reserves the right to deliver sold products in parts.
5. The risk of damage to and/or loss of products rests with the entrepreneur until the time of delivery to the customer, unless expressly agreed otherwise. If the customer agrees to pick up the products, the risk is transferred when the products are handed over.
6. If the customer, or a third party designated by them, is not present at the delivery address on the agreed time to receive the products, the entrepreneur has the right to take back the products. In consultation with the customer, the entrepreneur might, at additional costs, offer the products to the customer at a different time and/or day. If



delivery proves to be impossible, the payment obligation will not be cancelled and any additional costs, including the return costs, will be charged to the customer.

## **Article 9 – Extended transactions: duration, termination, and extension**

### *Termination:*

1. The customer can always terminate a contract that is entered for an indefinite period and is for the regular delivery of products, digital content or services in accordance with the termination rules agreed to and a period of notice of no more than two months.
2. The customer can always terminate a contract that is entered for a definite period and is for the regular delivery of products (including electricity), digital content or services at the end of the definite period with the observance of the termination regulations agreed for this purpose and a period of notice of a maximum of two months.
3. The customer can terminate the contracts stated in the foregoing paragraphs in writing.

### *Extension:*

4. A contract that is entered for a set period and is for the regular delivery of products (including electricity), digital content or services will be automatically extended for the same definite period.
5. The mentioned periods of notice also apply for terminations by the entrepreneur

## **Article 10 - Payment**

1. The customer has the duty to pay the entrepreneur with the during the order process and on the website mentioned payment methods. The entrepreneur is free to offer various payment methods which can change from time to time. Insofar as not otherwise determined, the customer is obligated to pay within 14 days of delivery.
2. If the customer does not fulfil their payment obligation(s) in a timely manner, they are immediately liable by law, without a notice of default being required. The entrepreneur is entitled to increase the amount payable by statutory interest rate and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by them to the customer.

## **Article 11- Retention of title**

1. Delivered goods remain the ownership of the entrepreneur until the customer pays the payable amount in full.

## **Article 12- Liability**

1. Subject to intention or gross negligence, the total liability of the entrepreneur towards the customer due to imputable failure in the performance of the contract is limited to compensation to a maximum of the amount stipulated for that contract (including VAT). In case of a long-term contract, then said liability is limited to a reimbursement of the amount that the customer owed to the entrepreneur in the 3 months preceding the event causing the damage.
2. The entrepreneur shall not be liable towards the customer for indirect damage, including, but not limited to, consequential damage, loss of profit, missed savings, loss of data or damage due to business interruption.
3. The customer indemnifies the entrepreneur against any claims in respect of third parties, except in the event of intent or deliberate recklessness on the part of the entrepreneur or a statutory director of the entrepreneur.
4. The preceding paragraphs shall not apply to damage suffered by the customer caused by reselling faulty products purchased from the entrepreneur, in case the clients of the customer commit to legal action against them.
5. Unless performance of the contract is permanently impossible, the liability of an entrepreneur due to an attributable failure to fulfil an obligation from the contract shall only arise if the customer informs the entrepreneur forthwith, in writing, with a reasonable deadline for remedying the failure, and the entrepreneur continues to be in default in the fulfilment of its obligation after that term. The notice of default must contain an as complete and as detailed a description as possible of the shortcoming, so that the entrepreneur is given the opportunity to respond adequately.
6. A condition for any right to compensation is that the customer always reports the damage to the entrepreneur in writing as soon as possible, but no later than 14 days after it arises. Damage that has not been brought to the attention of the entrepreneur within that period is not eligible for compensation, unless the customer can demonstrate that he could not have reported the damage earlier.
7. In the event of force majeure, the entrepreneur shall not be obliged to compensate for any damage to the customer.

## **Article 13 – Complaints procedure**

1. The entrepreneur has a sufficiently publicised complaints procedure and will deal with the complaint in compliance with this complaints procedure.
2. Complaints concerning the performance of the contract must be submitted to the entrepreneur, fully and clearly described, within a reasonable period after the customer has ascertained the defects.
3. Complaints submitted to the entrepreneur will be replied to within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will reply within the period of 14 days with a confirmation of receipt and an indication of when the customer can expect a more extensive reply.

## Article 14 - Disputes

1. Contracts between the entrepreneur and the customer to which these terms and conditions apply are exclusively governed by the laws of the Netherlands.
2. Any disputes that might arise from the contract and cannot be settled amicably, may exclusively be submitted to the court of Oost-Brabant, location 's-Hertogenbosch. This is subject to the extent that mandatory rules of jurisdiction limit this choice. The entrepreneur and customer may settle their disputes by means of binding advice or arbitration.

## Terms of use for the website vidaXL

Version: 2020-06-01

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## Article 1 - Definitions

- **Account:** The account that the User must generate to be able to place orders, participate in Auctions and leave Reviews.
- **Third Party Seller(s):** A third party that offers products to Users through the Website.
- **User:** Any visitor to the Website.
- **Terms and Conditions of Use:** These Terms and Conditions of Use for the websites of vidaXL.
- **Review:** A review that can be left by the User of vidaXL, the Website and/or Third Party Seller(s).
- **Auctions:** The Auctions that are held by vidaXL on the Website.
- **vidaXL** vidaXL Marketplace International B.V. headquartered in (5928 SK) Venlo at Mary Kingsleystraat 1.
- **Website:** the website as actively found under the URL [vidaxl.nl](https://vidaxl.nl) and any other website, URL or application dedicated by vidaXL.

## Article 2 - Applicability

1. These Terms and Conditions of Use are applicable to any use of the Website, including the use of the Account.

2. vidaXL reserve the right to amend these Terms and Conditions of Use from time to time. The amended Terms and Conditions of Use will be applicable as soon as they have been published on the Website. For that reason, it is advisable to check the Terms and Conditions of Use regularly.

### **Article 3 – Customer Account**

1. To be able to place orders, participate in Auctions and leave reviews, it is necessary to generate an Account. The User can generate an Account by supplying the required information through the online form on the Website. This form can be found under the header “New customer?”.
2. To generate an Account the User must:
  - a. be at least 18 years of age at the moment the Account is requested;
  - b. have a valid email address.
3. After the Account has been generated, the User will receive a confirmation email. As soon as the Account has been activated, the User can log in using his or her email address and the password chosen by him or her.
4. A certain email address can only be used once to generate an Account. An Account is strictly personal, not transferrable, and linked to the User who has generated the Account.
5. The User must ensure that the information he or she supplies regarding the Account and in any further communication with vidaXL is correct, complete and up to date. Any alteration in the personal data can be made by the User him or herself by logging onto the Account and processing the changes.
6. The User needs to keep the password confidential, and must take reasonable measures to prevent unauthorised third parties from gaining knowledge of and using the password and/or his or her Account.
7. The User is obliged to notify vidaXL immediately in the event of loss, theft or (suspected) abuse or unauthorised use of the password and/or the Account by a third party. Until such time that this notification is actually received by vidaXL, the User will be held accountable for any damages resulting from the abuse of the password and/or the Account.
8. If vidaXL ascertain or have reason to suspect that unauthorised third parties are using or able to use the User’s Account, vidaXL reserve the right to immediately block the Account in question, and recover any damages vidaXL may suffer as a result of this from the User, without vidaXL being held accountable for the damages suffered by the User.

### **Article 4 – Use of the Website**

1. The User guarantees that the information and data supplied by him or her is correct, complete and reliable. vidaXL reserve the right to check the correctness of the supplied information and data, and to remove the information and data of the User, should it be proven that it is incorrect or its correctness cannot be verified.
2. The User is not allowed to:
  - disrupt the operation of the Website or use software that could disrupt the operation of the Website;
  - initiate processes or allow them to continue, of which he or she can reasonably suspect that they restrict other internet users or adversely affect the use of the Website;
  - pose as another User.
3. The User is not allowed to replicate or make available (by means of deeplinking or otherwise) the Website or any part of it without having previously attained permission in writing from vidaXL.

### **Article 5 – Orders**

1. The General Terms and Conditions of vidaXL and the Return Conditions of vidaXL are applicable to all orders from vidaXL placed through the Website. The User accepts these General Terms and Conditions and Return Conditions when generating an Account.
2. For orders from Third Party Sellers through the Website, the general terms and conditions and return conditions of the Third Party Seller(s) in question are applicable. These can be found on on the Third Party Seller(s) company page. If the Third Party Seller(s) does not have any separate return conditions, the Return Conditions of vidaXL are applicable to the purchase agreement between the User and the Third Party Seller(s).

## Article 6 - Auctions

1. The Auction Conditions of vidaXL are applicable to participation in the Auctions held by vidaXL on the Website. The User accepts these Auction Conditions when generating an Account, or at least at such time that the User first participates in an Auction.
2. The User is not allowed to unfairly or improperly influence the bidding in any way.

## Article 7 - Reviews

1. After a purchase through the Website, the User may be prompted by or on behalf of vidaXL to assess vidaXL, the Website and/or Third Party Seller(s) by leaving a Review. vidaXL reserve the right –but not the obligation–to place a Review on the Website or publish it in any other way, including the name, place of residence and date of the review as supplied by the User.
2. In case the Reviews are collected by a third party on behalf of vidaXL, the general terms and conditions and/or terms and conditions of use of the party in question are applicable to the Reviews.
3. vidaXL reserve the right not to publish a Review or remove it from the website if the Third Part Seller can prove that the review in question is:
  - in contravention to the legislation or regulations in force;
  - in contravention to public order or decency;
  - a review of the product only;
  - is not pertaining to the Third Party Seller in question;
  - contains personal information of a third party;
  - contains a URL or advertising;
  - is fraudulent.

## Article 8 – Terminating the Account and Website functionalities

1. vidaXL reserve the right to refuse Users or terminate their account unilaterally if there is reason to, for instance in case of:
  - unauthorised use or abuse of the Website and/or the Account;
  - failure to adhere to these Terms and Conditions of Use or the Auction Conditions;
  - failure to adhere to agreements made between the User and vidaXL and/or Third Party Seller(s).
2. In addition, vidaXL have the right to limit, deny or revoke certain possible usages or to temporarily block the Account from being used in cases as described under Article 8.1.
3. At all times, vidaXL reserve the right to stop making certain functionalities of the Website available or amend these.

## Article 9 - Privacy and personal data

1. The personal data supplied by the User to vidaXL, such as his or her name and address, telephone numbers and email addresses, are processed by vidaXL in files that are the property of vidaXL. This information will be used by vidaXL in order to manage Accounts and Auctions, process orders, delivery and invoicing and possible mediation in disputes between Users and Third Party Seller(s).
2. At all times, the User is able to access, alter or expand on his or her personal data by logging onto his or her account.
3. In principle, vidaXL will not supply personal data to third parties, unless this is required in order to execute an agreement with the User. vidaXL will for instance supply the User's name and address, email address and telephone number to Third Party Seller(s), as far as this is required to execute a purchase agreement between the User and the Third party Seller(s). The communication between the User and Third party Seller(s) is handled through an email application of vidaXL's. The communication is stored on vidaXL's servers and can be accessed and used by vidaXL in order to:
  - assist the user and/or Third Party Seller(s) in case of questions and/or issues;
  - assess if the Third Party Seller(s) meets/has met the his or her requirements;
  - and analyse process improvements.
4. The Websites uses cookies. Cookies are for instance deployed to remember supplied log in data. In addition, third party cookies are deployed on the Website.

5. The User may set up his or her browser in such a way that it does not receive cookies during his or her visit to the Website. It may be possible in this case however, that the User cannot fully utilise all functionalities of the Website, or his or her access to parts of the Website and/or the Account is restricted.
6. vidaXL reserve the right to store data regarding the visitor's behaviour on the Website (the IP address used, among other things) if suspicions arise that abuse and/or unauthorised use of the Website is conducted through the User's account.
7. For more information on the way vidaXL use the Users' personal data and deploy cookies on the Website, please refer to vidaXL's privacy policy, as found on the Website.

## **Article 10 –Intellectual property and third party information**

1. Unless otherwise specified, all rights, including copyright and other intellectual property rights of the (information supplied on) the Website are reserved by vidaXL, in so far as they are not reserved by third parties/license holders that make the information available.
2. The User is allowed to consult (the information supplied on) the Website and make copies of it for personal use, for instance by printing or storing it. Any other use, for instance storing or reproducing (parts of) the Website on a separate internet website or the creation of connections, hyperlinks and deeplinks to (parts of) the Website, is not permitted without explicit written permission from vidaXL.
3. The information on the Website is partly supplied by third parties, such as Third Party Sellers and other Users (in the case of Reviews). vidaXL cannot be held responsible for any damage resulting from incorrect, incomplete or wrongful information supplied by third parties on the Website.
4. The Website may contain links to external internet pages. vidaXL cannot be held responsible for the use or content of webpages to which a link to the Website is featured, or which feature a link to the Website.

## **Article 11 - Liability**

1. The User acknowledges that in case of orders with Third Party Seller(s), the purchase agreement is made between the User and the Third Party Seller(s), and that vidaXL neither are nor will be any party in this agreement.
2. As such, vidaXL is not obligated to verify or assess the quality, quantity or capacity of the products that are offered by Third Party Sellers on the Website and cannot be held responsible in any way for damages resulting from the fact that such information turns out to be to be incorrect, incomplete or wrongful.
3. Should vidaXL be liable for damages incurred regardless, this liability is limited to the purchase price of the product in question, as invoiced by the Third Party Seller to the User in any case.
4. The liability of vidaXL, of whatever nature it may be, is limited to the amount that vidaXL's liability insurance recompenses in the case in question.

## **Article 12 - Various**

1. If one or more of the stipulations of these Terms and Conditions of Use may be or become no longer binding, invalid or inexecutable, the other stipulations will remain valid in full. In such a case, vidaXL will replace the stipulation in question with a new stipulation, to be determined by vidaXL and nearing the meaning of stipulation in question as much as possible.
2. To the use of the Website, the use of the Account and these Terms and Conditions, Dutch law is solely applicable.