

General Terms and Conditions 4Online B.V.

§1. General

1.1.

For all transactions closed and to be closed with the company, regardless of whether it is a first, a current or a future transaction, only the present General Terms & Conditions apply - hereafter: T&Cs - in the version in effect at the time the order is placed or until after the agreement is concluded. From the present T&Cs deviating conditions of the client are not accepted. Also, when the company does not make any explicit objection against these conditions, and has filed a written request in which the deviation is argued and requested following a letter of acceptance of our firm, deviations will not be part of the agreement. Other statements made by employees of the company, either verbally or in writing that contradict the T&Cs of the company 4online B.V., are explicitly not part of our T&Cs.

1.2.

Verbal side agreements and adaptations of the agreement must be submitted in writing by 4Online B.V. to be confirmed. The same applies to giving guarantees regarding properties of the bought object. Changes must be confirmed in writing by those deemed responsible by 4Online B.V. before the transaction is approved.

1.3.

We are not responsible for the actuality, substantive correctness and completeness of the information in our advertising and internet offers. Information is provided without obligation.

1.4.

The lay-out of our advertising offers as well as our homepage and the used graphics, images, collections of contributions as well as individual contributions are protected by copyright. It is not permitted to reproduce or use these without our explicit, written approval. All rights reserved.

1.5.

Place of delivery of legal notes and competent court is Den Bosch, the Netherlands. However, we have the right with every other authorized court to file claims against the client.

1.6.

Dutch law applies to the concluded agreements.

1.7.

We reserve the right to correct mistakes such as writing and calculation errors.

§2. Conclusion of the agreement

2.1

If no written agreement is concluded, orders placed by us/ directed at us will count as delivered when we have confirmed these with transmission of our T&Cs. No rights can be derived from offers by and sent to us without explicit written confirmation of the order.

2.2

Written and verbal information, descriptions, cost estimates, etc. with respect to the object of the contract are non-binding, insofar as not by us recorded in writing with the order confirmation.

2.3

Additions or changes to the order must also be recorded in writing as an agreement or through our written confirmation.

2.4

With the provision of an assignment respectively an order, the customer accepts our T&Cs and our delivery and payment conditions.

2.5

The buyer is obliged to follow the stated restrictions and to make it actively known to potential customers, and thirs parties. Claims arising from failure to correctly following the stated restrictions will be placed with the party responsible.

§3. Delivery and shipping

3.1

We deliver exclusively on the basis of our T&Cs.

3.2

The shipment of goods to the buyer as well as any return shipment that is not based on a

complaint that we have acknowledged, is at the expense and risk of the buyer or respectively buyer. In the case of a return shipment, the buyer must choose the same shipping method as with the transmission and is responsible for sufficient insurance cover. This applies also when shipping goods to a recipient determined by the buyer, as well as with freight paid deliveries.

3.3

The indicated delivery times are approximate and without obligation. If the stated delivery period is exceeded by more than four weeks, the buyer has the right to give us a deadline of three weeks. If we do not deliver within this deadline, the buyer has the right to exit the agreement by written declaration. The buyer can not claim compensation.

3.4

The delivery period starts on the day on which we have confirmed the order in writing, but not before receiving the agreed upon payment in accordance with the agreed payment conditions. Partial deliveries are allowed. The delivery period is extended when the buyer requires an amendment to the agreement or the after conclusion of the agreement head object .

3.5

If the buyer is in default or fails to comply with other obligations, we have the right to demand compensation for the damage and any incurred additional costs, at least 30% of the purchase price. In this case, the risk of accidental damage to the purchase item also passes to the buyer.

3.6

The buyer must immediately check whether the shipment is complete and free of defects. Any defects must be submitted to us within three days of receipt of the delivery reported. In case of transport damage, the buyer must immediately inform the company that is responsible to make a statement for this transport in his presence and do so without forward delay.

3.7

If the agreement about the goods sold before or after the delivery at the request of the buyer is canceled by mutual consent, the buyer must, at the request of the seller, pay 30% of the sales price.

3.8

In the event of force majeure, non-culpable business failures, strikes, exclusion and delay of material deliveries, regardless of whether this is the case with us or our supplier, the delivery period shall be extended by the duration of the obstacle concerned and a reasonable grace period.

3.9

4Online B.V. is not responsible for the condition of the goods to be delivered after having received written agreement from the customer. 4online B.V. trades in residual lots so quality differences can take place. The buyer accepts this risk and is responsible for this.

3.10

4online B.V. offers no guarantee and does not accept credit notes from buyers. When the customer wants warranty on delivered products, extra costs are involved. These are variable according to the value of the products to be delivered. Inquire about this through info@4onlinegroup.com

§4. Price and payment conditions

4.1

All prices of the packaging and party units are in Euros, exclusive of the legally valid VAT, the shipping costs and any calculated reimbursement costs.

4.2

No payment discount or other discounts are deducted from payments to us.

4.3

Each payment is for the costs and risk of the buyer.

4.4

The prices indicated by us only apply to the individual assignment. Repeat orders apply as new assignments.

4.5

When for the implementation of the contract labor costs, material costs or other cost increases, we reserve the right to adjust the prices accordingly.

4.6

All costs arising from late payment, such as reminder costs, collection costs and of such, are at the expense of the buyer.

4.7

In the event of payment default, we have the right to opt out of the agreement and/or claim damages.

4.8

The minimum order size is € 500 gross, orders go in quantity per pallet.

4.9

Transport or repacking costs are for the account of the buyer. Repack costs are between € 1 and € 2 per unit. Transport costs within the Netherlands amounts to € 50, - plus € 12, - per pallet.

4.10

New customers always pay orders 100% in advance, after receiving payment on account of 4Online B.V. the goods are shipped. After approval, the customer has 24 hours to send the payment confirmation, hereafter 4 online B.V. reserves the right to reclaim the goods or not to sell them to another party.

§5. Advertising

5.1

Trade-related or technically necessary deviations, adjustments to the quality, dimensions, color and properties as well as changes to the construction and execution that are in the interest of the goods in question do not constitute grounds for objection.

5.2

Complaints must be reported to us immediately and in writing by the seller. For compliance with the terms the timely dispatch of complaint suffices. Subsequent advertising is excluded.

5.3

If complaints are acknowledged by us, the buyer may demand repair or replacement delivery. The method of compensation for the complaint is up to the buyer. We will take back the goods against payment of the purchase price, when repair or replacement delivery fails. Further claims or claims for damages from the buyer / client are excluded.

§6. Goods Return

6.1

We only take back goods after previous written confirmation by us. We are not obliged to take back goods.

6.2

In case an agreement has been entered into regarding the goods collection by us, the goods will be credited according to their condition. The condition is determined at the request of the buyer by an expert appointed by us.

6.3

All costs incurred in connection with the return shipment are at the expense of the buyer / client.

6.4

Return shipments must be franked. We do not accept unstamped shipments.

§6 Copyright

All content and data displayed on the websites of 4Online B.V. are in accordance with Dutch copyright law and are spiritually owned by the operator of this website. Reproducing it in whole or in part, multiply, distribute or modify in whole or in part is only permitted with the written permission of Unitrade. This possibility is however explicitly excluded. In case of a violation of this provision, the owner of Unitrade vis-a-vis the website user has the right to compensation amounting to 2500 euros per violation. All trademarks, brand names and images that are recognizable as such in their brand function are the property of the relevant owners / beneficiaries and serve only for direct identification / recognition. The internet operator does not in any way claim the ownership rights.

§7 Other

7.1

No reminder without prior contact: when the content and/or layout of this website are in violation with third party rights or any laws, we wish to receive notice about this without any costs. It is not allowed for patent right holders to alter any possible patent rights violations without our consent. We guarantee that justly challenged passages will be removed without further delay without the need for the undertaking of any legal actions. We do not honour claims on the refund of costs made without prior contact.. Possibly we will submit a counterclaim due to violation of the aforementioned provisions.

7.2

For any questions, comments and complaints contact info@4onlinegroup.com