

GENERAL SALES CONDITIONS WEBSHOP

De Customer has the option to inform 2Engineers G.C.V. that he cancels the purchase, with no penalty and without stating the reasons, within 14 days from the day following the delivery of the product.

Company information:
2Engineers G.C.V.
Boekweitbaan 7A, 2470 Retie, Belgium
BE.0525.801.069
info@2engineers.com

ARTICLE 1: GENERAL PROVISIONS

The electronic webshop of 2Engineers, a G.C.V. with registered office at Boekweitbaan 7A, 2470 in Retie (Belgium), VAT no. BE 0525.801.069, RPR Turnhout, ('2Engineers') offers its customers the option to purchase goods online. These General Sales Conditions ("Sales Conditions") shall apply to any and all products from the 2Engineers G.C.V. product range, as well as any purchase order placed by a customer at 2Engineers.

The customer accepts that these Sales Conditions shall be solely applicable, with the exclusion of the customer's own general or specific terms and conditions on sale or otherwise, also when these stipulate that they will be solely applicable.

ARTICLE 2: PRICE

All prices stated are excluding VAT (VAT will be calculated on checkout) and all other taxes to be borne by the customer. Any additional costs charged in connection with transportation, reservation or administration are stated separately.

The quotation refers exclusively to the products as stated verbatim; the accompanying pictures are meant as illustrations and may depict products not included in the price.

2Engineers is subject to VAT legislation. The generally applied rate is a VAT of 21%.

Customers may be exempted from VAT according to the Belgium VAT Code:

- If you are a customer from outside the EU, the VAT is 0%;
- If you have a company within the EU, the VAT is 0% after stating your valid VAT number.

ARTICLE 3: OFFER

Any and all offers are exclusively available to customers living within the European Union. The products are solely intended for regular private use.

Notwithstanding the fact that our catalogue and website are compiled with the greatest possible care, the information supplied may still be incomplete, contain material errors or not be up to date. If you have any specific questions on, for example, dimensions, colour, availability, date or method of delivery, please contact our customer service first (see Article 13).

As far as the accurateness, up-to-dateness or completeness of the information supplied is concerned, 2Engineers is only bound by the obligation to perform to the best of its ability. 2Engineers shall never be liable in case of material, typographical or printing errors.

The offer is always subject to availability; 2Engineers shall be entitled to adapt or withdraw the offer at all times.

2Engineers shall be entitled- without stating its reasons- to refuse orders, change delivery periods and split or attach other conditions to deliveries.

ARTICLE 4: PURCHASING ONLINE

The customer shall have the option to purchase the products from the 2Engineers G.C.V. product range online.

The purchase takes effect from the moment the customer receives a confirmation e-mail from 2Engineers. The products will be delivered to the customer's home; the delivery date depends on the delivery address (in or outside the EU).

The customer has a choice between the following methods of payment:

- via Paypal
- via bank transfer

In case of payment by bank transfer, the customer will receive the products ordered only after receipt of the amount owed.

ARTICLE 5: PERFORMANCE

The agreement will normally be executed immediately after receipt of payment via bank transfer or Paypal.

However, any delay in performance does not entitle the customer to any damages. If payment is made by way of bank transfer, performance of the products ordered will start, for customers within the EU, within 5 working days following the crediting of our account.

Here also applies that any delay in performance will not entitle the customer to any damages.

At the time of purchase, the customer has the following shipping options: 'flat rate' and 'track&trace'. 2Engineers shall not be liable for goods sent by the 'flat rate' option.

ARTICLE 6: RETENTION OF TITLE

Until the customer has made full payment, the products delivered shall remain the exclusive property of 2Engineers. However, the risk of loss or damage will be transferred to the customer from the time of delivery. The customer undertakes, where applicable, to inform third parties such as parties levying attachment on products not yet paid in full, of the retention of title of 2Engineers.

ARTICLE 7: PENALTIES FOR NON-PAYMENT

Without prejudice to the execution of any other rights 2Engineers is entitled to, in case of non- or late payment, the customer shall legally and without further notice be liable to pay an interest of 10% per annum in respect of the amount not yet paid, as from the date of default. In addition, the customer shall legally and without further notice be liable to pay a fixed compensation of 10% in respect of the relevant amount, with a minimum of EUR 25 per invoice.

Notwithstanding the foregoing, 2Engineers reserves the right to repossess products not yet paid or not yet paid in full.

ARTICLE 8: COMPLAINTS

Any and all visible damage and/or qualitative impairment of an article, or any other problems with the delivery shall be reported immediately, under pain of forfeiting all rights.

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ARTICLE 9: WARRANTY

a. Legal warranty (solely for consumers)

Under the law of 21 September 2004 on the protection of consumers, the consumer has legal rights when purchasing consumer goods.

Each product is subject to a legal warranty as from the date of purchase by, or if applicable delivery to, the first owner. Any and all commercial warranties shall leave these rights intact.

b. General

To claim the warranty, the customer must be able to show a proof of purchase.

For products purchased online and delivered to the customer's home, the customer shall first contact the 2Engineers customer service, following which the customer shall return the product to 2Engineers at his own cost.

The customer shall report any and all defects within two months of discovery. After this period, any and all rights to repair or replacement will lapse.

The commercial and/or legal warranty shall at no time apply to defects caused by accidents, negligence, falls, use of the product for other purposes than for which it was designed, non-compliance with user instructions or the manual, adaptations or modifications of the product, rough, abnormal or incorrect use or poor maintenance.

In addition, the commercial and/or legal warranty shall not apply to products with a limited service life, or to wear-sensitive products.

Defects that appear after a six-month period from the purchase or delivery date, are not deemed to be hidden defects unless the customer provides evidence to the contrary.

The warranty is not transferable.

ARTICLE 10: RIGHT OF WITHDRAWAL

The provisions in this article only apply to customers purchasing products online as consumers:

The consumer may inform 2Engineers that he cancels the purchase, without penalty and without stating the reasons, within 14 days from the day following the delivery of the product. Customers wishing to exercise their right of withdrawal, shall contact 2Engineers' customer service (info@2engineers.com) within 14 days of the delivery date and return the relevant products within 20 days of the delivery date at their costs to 2Engineers (Boekweitbaan 7A, 2470 Retie, Belgium).

Products with a sales price of EUR 100 or more shall be returned to 2Engineers by courier (DHL, Fedex, etc., provided with track&trace).

2Engineers will only accept returns in their original and undamaged packaging, with all accessories, user manuals and invoice or proof of purchase.

2Engineers will under no circumstances take back the following products:

- used, dirty, damaged or incomplete products;
- products of which part of all of the packaging is opened;
- products tailored to the customer's requirements;
- products which by their nature cannot be returned.

ARTICLE 11: PRIVACY

2Engineers shall only use personal information of its customers for the performance of the agreement entered into by placing an order, and to send them information on 2Engineers without any obligation. If customers want to receive information by e-mail, they should notify 2Engineers of their e-mail address.

2Engineers shall treat personal information of its customers as confidential and shall under no circumstances pass on, rent or sell

such information to third parties. Customers are free to request, rectify, modify or delete their personal information included in the customer list of 2 Engineers at all times and may prevent 2Engineers from using such personal details for sending company information. All requests to that effect shall be sent to the following address: 2Engineers G.C.V, Boekweitbaan 7A, 2470 Retie, Belgium.

Customers themselves are responsible for keeping their log-in details and passwords confidential. Customers' passwords are saved encrypted. Consequently, 2Engineers does not have access to these passwords.

2Engineers strictly adheres to the Belgium Act of 8 December 1992 concerning the protection of privacy in the processing of personal information. Through their user profile, customers have access to all their information available to 2Engineers and may consult, rectify or delete it.

2Engineers uses cookies. Cookies consist of a standard internet technology which facilitates saving certain information and disclose it at the user's system. Cookies cannot be used to identify individuals, only to identify a computer. Each internet user can configure his computer in such a way that cookies are not accepted. Not accepting cookies may cause problems during the ordering process. If such is the case, customers should contact 2Engineers, so 2Engineers can input the customer's order. 2Engineers keeps anonymous visitor statistics to check which pages of the 2Engineers website are visited and how frequent. If customers have any questions about this privacy statement, please contact 2Engineers at info@2engineers.com.

ARTICLE 12: PREJUDICE OF VALIDITY – NON-WAIVER

If any of the provisions of these Sales Conditions is declared invalid, unlawful or void, this will not affect in any way the validity, lawfulness or applicability of the other provisions.

Failure by 2Engineers to enforce or exercise any of the rights laid down in these Sales Conditions at whatever moment, shall at no time be deemed to be a waiver of such provision and shall at no time affect the validity of these rights.

ARTICLE 13: 2ENGINEERS CUSTOMER SERVICE

The 2Engineers customer service can be reached by telephone at +32 486 890 479 (Monday through Friday, 8:30 am – 18:00 pm, Brussels time zone), by e-mail at info@2engineers.com or by post to the following address: Boekweitbaan 7A, 2470 Retie, Belgium.

ARTICLE 14: AMENDMENT TO THE SALES CONDITIONS

These Sales Conditions are supplemented by other conditions, to which explicit reference is made, as well as by the General Sales Conditions of 2Engineers. In the event of inconsistency, these Sales Conditions shall prevail.

2Engineers shall be entitled to amend these Sales Conditions at all times and without further notice. Each purchase after amendment constitute acceptance of the customer of the amended Sales Conditions.

ARTICLE 15: EVIDENCE

The customer accepts that electronic communications and backups can be used as evidence.

ARTICLE 16: APPLICABLE LAW- COMPETENT COURT

Belgium law shall apply, with the exclusion of the international private law provisions on applicable law and the Rome-I Regulation on contracts for the international sale of goods. In the event of disputes, the courts in Turnhout and Antwerp shall have sole jurisdiction.