

# Terms and conditions

## 1. General

1. This site is runned by Eleshop B.V., Kanaaldijk-Noord 109A, 5642 JA, Eindhoven, The Netherlands hereafter "seller", "us", "ourselves" or "the company". "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. These terms and conditions apply to all offers, agreements and transactions between parties.

## 2. Prices

1. The recipient of an international shipment may be subject to such import taxes, customs duties and fees, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by the recipient; we have no control over these charges and cannot predict what they may be. Shipments within the European Union are free of customs duties.
2. We can change prices and conditions as long as no agreement is made between parties.

## 3. Payment

1. The clients uses one of the payment methods listed by us on the customer service page.
2. We only ship after we have received the full order amount.
3. Orders can be cancelled by us when you do not pay for the orders.

## 4. Shipping

1. Practical information about shipping is supplied on the customer service page.
2. Client checks the received products for damage.
3. When the received package or the products in the the package look damaged, the client will not use the damaged products and notify us about this damage within 7 days of receipt.
4. The used incoterm is DAP (for orders placed on the website).

## 5. Orders and agreements

1. The client is responsible for supplying the correct information required to fulfil the clients needs and wishes. We assume the information supplied by the client is correct.
2. We are allowed to deny orders from client without reason.

## **6. Credit cards**

1. Client will not execute a credit card chargeback without contacting us in advance.
2. When client executes a chargeback without a reason, with a false reason, or without contacting us in advance the amount of the chargeback will be converted into a debt. The debt needs to be payed by the client immediately. We hold the right to collect the debt, client will be held responsible for all costs involved.

## **7. Sprinque pay by invoice**

1. If you select to use the Pay By Invoice payment option in the checkout, you agree the following with Sprinque B.V. and Sprinque Finance B.V., who are for this purpose represented by Eleshop, whether or not your request is approved by Sprinque B.V.:
  1. Neither Sprinque B.V. nor Sprinque Finance B.V. has a contractual relationship with you, save as set out below.
  2. Sprinque B.V. and Sprinque Finance B.V. are not responsible for any goods and/or services purchased by you from Eleshop and are not liable for any damage you may incur under, pursuant to or in connection with such purchase.
  3. If your request to use the Pay By Invoice payment option is approved by Sprinque B.V., you are hereby notified in advance that Eleshop has in advance assigned its receivable for payment of the associated invoice amount and if applicable fee (together with all ancillary rights pertaining thereto) to Sprinque B.V., who has in turn in advance assigned such receivable(s) (and ancillary rights) to Sprinque Finance B.V. As a result of such assignments, you can only discharge your payment obligations under such receivable(s) (and ancillary rights) in accordance with the payment instructions provided by or on behalf of Sprinque Finance B.V.
  4. Sprinque Finance B.V. or a servicer on its behalf will send you reminders according to the agreed interval in order for your payments to be made in time. If you fail to pay any amount due to under or in respect of the assigned receivable(s) and ancillary rights, Sprinque Finance B.V. may at its discretion send further reminders and/or transfer the assigned receivable(s) and ancillary rights to a debt collection agency or any other third party.

## **8. Products**

1. Displayed product images in any communication from us to client can differ from the real product.

## **9. Force Majeure**

1. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

## 10. Governing law and jurisdiction

1. These conditions are governed by and construed in accordance with the laws of The Netherlands. You agree, as we do, to submit to the jurisdiction of the courts of The Netherlands.
2. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded for subjects covered by these conditions.

## 11. Limitation of liability

1. The total liability of us for any claim or damage shall not exceed the price of the individual product whose defect or damage is the basis for claim. In no event shall we be liable for any loss of profit or for any other incidental or consequential damages.
2. The user of a product knows the product can break down. When a product breaks down the user should immediately stop using it and disconnect the product from mains. The user reads the manual of a product carefully.
3. When you are not the user, you inform the user about 10.2.
4. We can not be held liable for damage or any claim arising from non-compliance with 10.3, 10.2, 5.1, 4.3, 4.2 by client or when the damage or claim is caused by negligent or intentional behaviour.

For deliveries to countries outside of the EU there are additional terms and conditions, which can be read [here](#).

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