

Terms and Conditions Ecuallanda

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Definitions

Ecuallanda based in The Netherlands and registered with the Chamber of Commerce under file number 52242285, trading as Ecuallanda.

Website: the Website of Ecuallanda, to be found on www.Ecuallanda.com and all of its subdomains.

Client: the natural person not acting in the performance of a profession or business who enters into an agreement with Ecuallanda and/or is registered on the Website.

Agreement: any arrangement or agreement between Ecuallanda and the Client of which the General Terms and Conditions are an integral part.

General Terms and Conditions: these General Terms and Conditions.

Applicability of the General Terms and Conditions

The General Terms and Conditions apply to all offers, agreements and deliveries of Ecuallanda, unless explicitly agreed otherwise in writing.

If the Client in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Ecuallanda if and in so far as Ecuallanda has accepted them in writing.

Prices and information

All prices posted on the Website and in other materials originating from Ecuallanda taxes and other levies imposed by the government.

If shipping costs are charged, these will be clearly stated in good time before the contract is concluded. These costs will also be displayed separately in the ordering process.

The content of the Website is composed with the greatest care. Ecuallanda cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Ecuallanda are subject to obvious programming and typing errors.

Ecuallanda cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

Conclusion of the Agreement

The Agreement will be deemed to be concluded at the moment the Client accepts the offer of Ecuallanda subject to the conditions laid down by Ecuallanda.

If the Client has accepted the offer by electronic means, Ecuallanda will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.

If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, Ecuallanda will have the right demand fulfilment of the Client's obligations until the correct data is received.

Ecuallanda has the right to refuse orders from clients that act in the exercise of their profession or business.

Registration

To make optimum use of the Website, the Client can register using the registration form/the account sign-in option on the Website.

During the registration process, the Client will be asked to choose a user name and password with which he can log on to the Website. The Client alone is responsible for choosing a sufficiently reliable password.

The Client must keep its login credentials, user name and password strictly confidential. Ecualanda cannot be held liable for any misuse of the login credentials and is always entitled to assume that the Client who logs on to the Website is the party that it professes to be. The Client is responsible for and bears the full risk of any and all actions and transactions performed via the Client's account.

If the Client knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify Ecualanda accordingly so as to allow Ecualanda to take appropriate measures.

Execution of the Agreement

As soon as Ecualanda has received the order, it will send the products to the Client without delay and with due regard for the provisions of paragraph 3 of this article.

Ecualanda is authorised to engage third parties in the fulfilment of its obligations under the Agreement.

Well ahead of the date on which the Agreement is signed, information will be posted on the Website which clearly describes the manner in which and the term within which the products will be delivered. If no delivery term has been agreed or stated, the products will be delivered within 30 days at the latest.

If Ecualanda is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.

Ecualanda advises the Client to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.

The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.

If the ordered product can no longer be supplied, Ecualanda is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

Right of withdrawal

The Client will have the right to dissolve the distance Agreement with Ecualanda within 14 working days after receiving the product, free of charge and without stating reasons.

Only the direct costs incurred for the return shipment are for the Client's account. This means that the Client will have to pay the costs of returning the product. Any shipping costs paid by the Client and the purchase price paid for the product will be refunded to the Client if the entire order is returned.

During the withdrawal period referred to in paragraph 1 above, the Client will treat the product and its packaging with the utmost care. The Client may not open the packaging or use the product unless this is necessary in order to determine the nature of the products, their features and their operation.

The Client can dissolve the Agreement in accordance with paragraph 1 of this article by returning the product to Ecualanda within the term stated in paragraph 1, or by informing Ecualanda within this same term about the fact that it has decided not to purchase the product and returning the product as soon as possible. Any amounts already paid by the Client (in advance) will be refunded to the Client as soon as possible, and in any case within 30 days after dissolution of the Agreement.

Information about the applicability or non-applicability of a right of withdrawal and any required

procedure will be posted clearly on the Website, well before the Agreement is concluded.
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Payment

The Client shall pay the amounts due to Ecualanda in accordance with the ordering procedure and any payment methods indicated on the Website. Ecualanda is free to offer any payment method of its choice and may change these methods at any time.

Warranties and conformity

Ecualanda warrants that the products satisfy the Agreement, the specifications laid down in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations that are in force on the date the Agreement is signed. If specifically agreed, Ecualanda will also warrant that the product is suitable for purposes other than its normal use.

If the delivered product fails to satisfy the Agreement, the Client can notify Ecualanda accordingly within 3 days after discovering the defect.

If Ecualanda deems the complaint to be well-founded, the products concerned will be repaired, replaced or refunded in consultation with the Client. The refund cannot exceed the price paid for the product by the Client. This article will not preclude the Client's right to claim damages, if applicable.

Complaints handling procedure

If the Client has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Ecualanda's service, it can submit a complaint by email. See the contact details at the bottom of the General Terms and Conditions.

Ecualanda will respond to the complaint as soon as possible, and in any case within 2 days after having received it. If it is not yet possible for Ecualanda to formulate a substantive reaction to the complaint by that time, Ecualanda will confirm receipt of the complaint within 2 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to the Client's complaint.

Personal details

Ecualanda may use personal information only for analysis, auditing or reasearch to improve services; Your personal details will never be sold or passed.

Cookie Statement

We use cookies. A cookie is a small file containing pages of this website [and / or Flash applications] is transmitted and stored. With this information, the web services and user experience of your website can be improved. If you do not want cookies, you can uninstall it from your computer. Go to "Internet Options" in your browser.

Final provisions

This agreement is governed by the laws of the country of establishment of the webshop.

Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Ecualanda has its registered office.

If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

The term "written" in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Should you have any questions, complaints or comments after reading these General Terms and

Conditions, please contact us by email or telephone.

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