

## **TERMS AND CONDITIONS FUNCTIONALS.EU**

### **1. GENERAL CONDITIONS**

These General Conditions shall apply to the use of this website, to all Agreements concluded with Functionals through using this website, to any e-mail exchange, to the Order procedure and to all contacts and/or (legal) acts between Functionals and its customers, also if these (legal) acts do not lead to an Agreement.

The provisions that more specifically relate to the use of the website have been set forth in the section entitled Web Conditions, whereas the provisions that more specifically relate to ordering and buying products from Functionals have been set forth in the part title Sales Conditions. The parties are authorized, however, also with regard to the use of the website to invoke the provisions set forth in the Sales Conditions, and they may also invoke the provisions set forth in the Web Conditions with regard to ordering and buying products, if the relevant provision is suited for that purpose.

### **2. WEB CONDITIONS**

#### **2.1 Applicability**

These General Web Conditions shall apply to any manner of use of this website, including visiting the website, navigating to other websites via this website, copying (parts of) documents, and using information of this website in whatever form. If you do not agree with the above, please leave this website immediately.

**By visiting this website you declare that you agree with these Conditions.**

#### **2.2 Content**

The information on this website is provided in good faith and to the best of ' knowledge. Functionals has to the best of its ability checked the correctness of factual information, but accepts no liability for any incorrect or incomplete information.

#### **2.3 Links to other Websites**

If this website contains links to other websites, these have only been added as a service to the visitor. Functionals accepts no responsibility whatsoever for the content of those other websites. Visiting other websites via links on this website, or other websites to which this website refers, is entirely for your own risk.

#### **2.4 Downloading Files**

If from this website, or from websites to which links have been placed on this website, files of whatever content can be downloaded, these downloads are entirely at your own risk.

#### **2.5 Intellectual Property Rights**

This website in principle contains original material. Where on this website names of companies, products or services are mentioned, this shall only be for indication purposes; all trade names and similar indications are recognized. Occasionally texts and images may be used that originate from third parties; this is only for quotation purposes or as an example, and under acknowledgement of the rights thereon of those third parties.

#### **2.6 Exclusion of Liability**

To the extent as permitted by the law, Functionals shall not be liable for any damage of whatever nature and under whatever name or indication resulting from the use of this website. Functionals therefore accepts no liability whatsoever for any damage to your system, or for any other related damage.

#### **2.7 Governing Law**

This website and any legal relationships resulting from the use of this website shall be governed by Dutch law. Any disputes to which the use of this website may give rise shall exclusively be submitted for settlement to the competent courts in The Netherlands.

### **3. SALES CONDITIONS**

#### **3.1 Applicability**

This part of these General Conditions more specifically applies to any offer, quotation and the coming about, the content and the performance of all agreements concluded between you and Functionals. Any general (purchase) conditions used by you do not apply

to those agreements, unless expressly agreed otherwise in writing. If one or more provisions of these General Conditions at any time is null and void or is nullified in full or in part, the other provisions of these General Conditions shall continue to apply in full. Functionals shall as then enter into consultations with you to agree upon the substitution of the void or nullified new provisions, in which the aim and the scope of the original provisions will be observed as much as possible. If any situation occurs between the parties that have not been described in these General Conditions, that situation will have to be assessed in accordance with the spirit of these General Conditions.

### **3.2 Offers and Quotations**

All offers made on this website, including the prices and delivery periods, are without engagement. Functionals has the right to change the prices of products mentioned on the website at any time and for any reason. In case of price increases, already concluded agreements will be carried out against the price that applied at the moment that Functionals accepted the order. Furthermore an offer will expire if the product to which the offer relates in the meantime is no longer available, and if Functionals changes the content of this website. Moreover, Functionals at all times reserves the right to refuse or cancel orders at its sole discretion.

### **3.3 Coming About of Agreements**

The products offered on the website with the associated prices are to be qualified as offers without engagement, which can be accepted by you by following and completing the entire Order procedure. The agreement shall subsequently only come about if Functionals has accepted the order placed by you per e-mail.

### **3.4 Price / Shipment Costs**

The prices of all products that can be ordered via the website are inclusive taxes and exclusive of shipment costs.

### **3.5 Payment**

You are held to pay the price to Functionals in advance.

You may pay the amounts due in three ways:

- a. by means of electronic banking solutions (PayPal, iDEAL);
- b. by means of payment in advance per bank transfer;
- c. by means of a credit card (MasterCard, Visa, American Express)

### **3.6 Delivery**

The delivery times stated by Functionals are indicative. Excess of any delivery deadline will not entitle you to claim damages. The products shall be delivered at the address indicated by you, however on the ground floor (no inside delivery), but not until Functionals has received your payment. With due observance of that which has been provided otherwise in these General Conditions, Functionals shall carry out accepted orders as soon as possible, but at least within 30 days. If the delivery is delayed either because of products being (temporarily) out of stock or for other reasons, or if an order cannot be carried out in full or at all, you will be notified thereof at the latest one month after you have placed the order. In that case you will have the right to dissolve the agreement without costs. Functionals is not liable for any loss or damage of whatever nature caused by non-delivery or delivery later than indicated by Functionals.

### **3.7 Transfer of Risk**

The risk of the products will transfer to you at the moment that the products have actually been offered to you by the carrier. If products are not accepted when the carrier offers them, Functionals shall have the right to dissolve the agreement. Then you will owe Functionals the shipment costs.

### **3.8 Return of Products**

You are held to (have others) inspect the products closely immediately after receipt. If you do not wish to accept a product for whatever reason, you have the right to return the product to Functionals within fifteen (15) working days after receipt. Return shipments will be accepted if the products are undamaged and in their original packaging. You will assume the costs for return shipments. You are responsible for the manner of shipping and for the risk of the parcel or package and you herewith accept that responsibility and risk until Functionals has received and accepted the returned products. You are liable for any damage to the packaging or to the products caused during the return. You must adequately stamp the returned products. Functionals will not accept inadequately stamped packages. You are also obliged to comply with any other return conditions set by Functionals. If you fail to meet those conditions, you will continue to be the owner of the relevant product and the purchase amount will not be paid back to you.

### **3.9 Refund of Purchase Price, Shipment Costs and Costs of Return Shipment**

If for any reason the Agreement has not come about or has been dissolved, Functionals shall see to it-if you have paid in advance-that you shall be reimbursed the paid purchase price. This repayment will in any case take place within thirty (30) days. The shipment costs will not be refunded to you, except in the following two cases: First, you have refused the products because the delivery of period of 30 days has been exceeded; Second, if the products are defective at the time of their receipt.

### **3.10 Force Majeure**

Notwithstanding the other rights accruing to Functionals, in case of force majeure Functionals shall have the right at its own discretion either to suspend the execution of an order or to dissolve the agreement without interference of the courts. Functionals will inform you thereof in writing, freeing it from being required to pay any damages. There is also a force majeure situation in case of stagnation of deliveries to Functionals by suppliers of Functionals, and in case of strikes among the staff of Functionals.

### **3.11 Guarantee**

Functionals guarantees the soundness of the delivered products for up to 24 months. If it appears that the delivered products are defective, they must be sent back to Functionals with their postage paid. After that, Functionals can decide whether to:

- repair the products;
- replace the products; or
- refund to you the price paid for the products.

In all of the aforesaid cases Functionals has choose the option of repairing any defects. You can only make a claim under the guarantee after you have performed all of your obligations towards Functionals.

### **3.12 Intellectual and Industrial Property Rights**

You must fully and unconditionally respect the intellectual property rights relevant to he products delivered by Functionals.

### **3.13 Exclusion of Liability**

Functionals shall be liable for any damage suffered by you that is the direct and exclusive consequence of a failure in performance that is attributable to Functionals. However, the damage that qualifies for compensation are situation for which Functionals is insured or should reasonably have been insured.

The following losses do not qualify for compensation:

- trading loss and consequential loss, including for example stagnation damage and loss of profits;
- damage caused by intent or deliberate recklessness of auxiliary persons;
- damage caused by excess of the delivery period.

You shall indemnify Functionals against any claims of third parties under product liability resulting from any defect in a product that has been delivered by you to a third party and that (inter alia) consisted of products delivered by Functionals. Functionals shall not be liable for any faulty or delayed sending of order information and notifications as a result of you using the Internet or any other means of communication in the contacts between you and Functionals, or between Functionals and third parties, if this concerns the relationship between you and Functionals.

### **3.14 Governing Law**

Any agreements concluded between you and Functionals shall be governed exclusively by Dutch law, and the applicability of the Vienna Sales Convention is expressly excluded. All disputes between the parties will exclusively be submitted for settlement to the competent courts in the Netherlands.