

General Terms and Conditions

General Terms and Conditions of Aageka Webshops established in Hijken.

The webshop Weerhuisje.nl is part of Aageka Webshops.

1 General

1.1 These terms and conditions apply to all offers of Weerhuisje.nl. The conditions are for everyone and included on the website of Weerhuisje.nl.

1.2 By placing an order you indicate that you agree to the terms and conditions agreement. Aageka Webshops reserves the right to change the terms and / or conditions after the expiry of it.

1.3 Unless otherwise agreed in writing, the general or specific terms or conditions of third parties are not recognized by Aageka Webshops.

1.4 Aageka Webshops guarantees that the product meets the agreement and meets the specifications listed in the offer.

2 Delivery

2.1 Delivery takes place as long as stocks lasts.

2.2 Under the rules of distance selling Aageka Webshops will execute orders within at least 30 days. If this is not possible (because the ordered is out of stock or no longer available), or there are other reasons for delay, or an order cannot or only partially be implemented, consumers will receive notice within one month after placing the order, in this case they have the right to cancel the order without penalty.

2.3 The supply obligation of Aageka Webshops will be met once the goods supplied by Aageka Webshops have been offered one time to the buyer. For home delivery, the report of the carrier extends alleging refusal of acceptance, to the full proof of the offer to be delivered.

2.4 All delivery dates quoted on the website are indicative. The delivery periods are therefore not legally binding.

3 Prices

3.1 Prices are not being increased within the duration of the offer, unless legal action is necessary or if the manufacturer price policies.

3.2 All prices on the site are subject to misprints. For the consequences of misprints no liability is accepted.

3.3 All prices on the site are in EURO and include 19% VAT, excluding shipping.

4. Term / right of withdrawal

4.1 If there is a consumer purchase in accordance with the Law on distance selling (NL Article 7: 5 BW), the buyer has the right to return (a part of) the goods within a period of 10 days without giving a reason. This period begins when the ordered goods are delivered. If, after this period has expired, the customer has not returned the goods to Aageka Webshops. the purchase is a fact. The customer is obliged to notify Aageka Webshops by letter within the period of 10 days after delivery before proceeding returns. The customer must prove that the goods have been returned, for example by means of a proof of postal delivery. Return of goods must be in original packaging (including

accessories and documentation) and in new condition. If the goods to the customer are used, encumbered or been damaged in any way the right to terminate under this paragraph expires. With regard to what is stipulated in the preceding sentence, Aageka Webshops shall ensure that, within 30 days after receipt of the return, the full purchase price excluding the shipping costs will be refunded to the customer. The return of the delivered goods is entirely at the expense and risk of the buyer. Even if only part of the goods delivered are returned, shipping cost are on the expense of the customer. In this case Aageka Webshops will also only refund that part of the purchase.

4.2 The right of rescission, as described in the preceding paragraph shall apply only to the goods and shall in no way relate to services.

4.3 The right of withdrawal does not apply to:

- Services where performance, with the consent of the consumer has begun for the period of seven days.
- Goods or services whose price depends on fluctuations in the financial market, which the supplier has no influence.
- Goods made to the consumer's specifications, for example, customized or clearly personalized goods.

5. Data management

5.1 If you place an order at Weerhuisje.nl, your information will be included in the customer base of Aageka Webshops. Aageka Webshops adheres to the Data Protection Act and will not provide your information to third parties.

5.2 Aageka Webshops respects the privacy of the users of the website and ensures confidentiality of your personal information. The privacy policy is accessible to everyone and included on the website Weerhuisje.nl.

5.3 Aageka Webshops sometimes makes use of a mailing list. Each mailing includes instructions to remove yourself from this list

6. Warranty

6.1 Aageka Webshops guarantees that the delivered products meet the requirements of usability, reliability and durability as they are intended by the parties to the contract reasonably and therefore is responsible for delivering manufacturer warranty of the product delivered to you.

6.2 The warranty Aageka Webshops corresponds to the manufacturer's warranty period. Aageka Webshops is never responsible for the ultimate suitability of the goods for each individual application by the customer, nor for any advice regarding the use or application of the goods.

6.3 The customer is obliged to check the goods immediately upon receipt. If it appears that the delivered item is incorrect, inadequate or incomplete, the customer (before proceeding returns to Aageka Webshops) is obliged to notify these defects to Aageka Webshops in writing immediately. Any defects or faulty goods should be notified in writing within 2 months after delivery from Aageka Webshops. Return of goods must be in original packaging (including accessories and documentation) and in new condition. After initial operation detection of failure, damage occurring after detection of failure, encumbrance and / or sale after detection of failure, does void the right to claim and return.

6.4 If the customer complaints are justified by Aageka Webshops, Aageka Webshops will, at its option, replace the goods delivered free of charge or agree a written agreement with the client regarding compensation, provided that the liability of Aageka Webshops and therefore the amount of compensation to be limited to a maximum of the invoice amount of the relevant goods, (choice of

Aageka Webshops) to the maximum in the case concerned the liability of Aageka Webshops amount covered. Any liability of Aageka Webshops for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect or consequential damages or damages for lost profits.

6.5 Aageka Webshops is not liable for damage caused intentionally or equivalent deliberate recklessness of non-managerial staff.

6.6 This warranty does not apply if: A) as long as the purchaser against Aageka Webshops is in default; B) the customer has repaired the delivered goods and / or modified or are repaired and / or modified by third parties. C) delivered goods are exposed to abnormal conditions or otherwise handled carelessly or contrary to the instructions of Aageka Webshops and / or instructions on the packaging; D) were defective in whole or in part is due to regulations that the government has made or will make regarding the nature or quality of the materials used;

7 Offers

7.1 Offers are not binding, unless otherwise stated in the offer.

7.2 All deals valid for the period as stated in the offer. If no period is specified, the bid is twenty days. An offer may be extended by written notice to the other party, in which the duration of the extension is listed by Aageka Webshops

7.3 Upon acceptance of an offer by the buyer, Aageka Webshops reserves the right to change the offer within 3 days of receipt of such acceptance or to deviate from it.

7.4 Verbal agreements with Aageka Webshops only apply after it has been confirmed in writing.

7.5 Offers from Aageka Webshops do not apply automatically to repeat orders.

7.6 Aageka Webshops cannot be held responsible if the customer should understand that the offer or any part thereof, is an obvious mistake or error.

7.7 Additions, modifications and / or further agreements are only valid if agreed in writing.

8. Agreement

8.1 An agreement between Aageka Webshops and a customer comes into being after an order's feasibility is assessed by Aageka Webshops.

8.2 Aageka Webshops reserves the right, without giving any reason not to accept orders or contracts, or to accept the condition that the shipment takes cash on delivery or prepayment only.

9 Images and specifications

9.1 All images; photographs, drawings, etc. ; eg data concerning weight, dimensions, colors, graphics, labels, etc. on the website of Aageka Webshops are only approximate, are indicative and may not lead to indemnification or rescission of the contract.

10 Force Majeure

10.1 Aageka Webshops is not liable if and when obligations can not be fulfilled due to force majeure.

10.2 Force majeure shall mean any strange reason, and any circumstance which Aageka Webshops cannot reasonably be held responsible for. Risk of delay or failure by our suppliers, disruptions in the Internet, disruptions in the electricity, failures in e-mail traffic and disturbances or changes in third party technology, transportation difficulties, strikes, government measures, delays in supply, omissions of suppliers and / or manufacturers of Aageka Webshops as well as from individuals, disease, defects in tools count explicitly as force majeure.

10.3 Ageka Webshops reserves the right to suspend its obligations in case of force majeure and is entitled to dissolve the agreement in whole or in part, or to claim that the content of the agreement is amended to execution remains possible. In no event shall Ageka Webshops be obliged to pay any penalty or damages

10.4 If Ageka Webshops at the commencement of the force majeure whether in part or can only partially fulfill its already delivered obligations, Ageka Webshops is entitled to invoice the deliverable part separately and the buyer is obliged to pay this invoice as though a separate contract. This does not apply if already delivered or deliverable part has no independent value.

11 Liability

11.1 Ageka Webshops is not liable for damage caused by improper use of the products. Before use, read the instructions on the packaging.

12 Retention of title

12.1 Ownership of all Ageka Webshops goods sold to the customer and delivered remains with Ageka Webshops long as the buyer's claims Ageka Webshops under the agreement or prior or subsequent similar agreements not be satisfied until the customer still to be carried out or work under these or similar agreements have not yet met and until the customer's claims Ageka Webshops for failure to fulfill such commitments have not yet met, including claims in respect of penalties, interest and costs, all as intended Article 3:92 BW.

13 Applicable law / jurisdiction

13.1 All agreements are subject to Dutch law. In case of judicial interference the Dutch version of this terms and conditions will always precede.

13.2 Disputes arising from an agreement between Ageka Webshops and buyer, which cannot be resolved by mutual agreement, the competent court within the district Assen unless Ageka Webshops prefers to give the case to the competent court of the domicile of the buyer, and with the exception of those disputes that fall under the jurisdiction of a magistrate.