

General Terms & Conditions for delivery BEO-BAND®

Article 1. Applicability

1.1 These Terms and Conditions apply to all offers, orders and contracts of BEO-BAND®, supplied by EquiVorm BV located in Oss (The Netherlands). These Terms and Conditions will be sent to you on request. These Terms and Conditions are also available for viewing on the Internet, see: <http://www.beo-band.com>

1.2 The acceptance of an offer or the placing of an order implies that you accept the applicability of these Terms and Conditions.

1.3 The provisions of these Terms and Conditions may only be differed from after written notice or approval by EquiVorm BV.

1.4 All rights and claims, as stipulated in these Terms and Conditions, and any further contracts for the benefit of EquiVorm BV, are likewise stipulated for the benefit of EquiVorm BV intermediaries and other third parties.

1.5 Through the use of the BEO-BAND® website and/or the placing of an order the Purchaser accepts these Terms and Conditions, together with all other rights and obligations as stated on the website.

1.6 These Terms and Conditions shall respect the rights of consumers arising from the law (or the contract of sale).

Article 2. Agreements

2.1 All offers from EquiVorm BV are subject to contract and EquiVorm BV expressly reserves the right to change the prices, particularly when necessary on (legal) grounds.

2.2 A contract will only be created after acceptance of your order by EquiVorm BV. EquiVorm BV is entitled to refuse orders and/or attach certain delivery conditions, unless explicitly stated otherwise. In the case that an order is not accepted, EquiVorm BV shall be notified of this within 10 days after receipt of the order.

2.3 Under generally accepted standards of reasonableness and fairness, EquiVorm BV will not meet the obligations of any offer or part of an offer that contains an obvious mistake or understandable clerical error.

Article 3. Prices and payments

3.1 The stated prices for the offered goods and services are in euros, excluding VAT and excluding any shipping - cash on delivery and shipping costs, any taxes or other levies, unless otherwise stated or agreed in writing.

3.2 Payment in advance is required for all BEO-BAND® orders placed with EquiVorm BV. Immediately after drawing up a purchase contract, EquiVorm BV will send an invoice to the Purchaser.

3.3 When paying by bank transfer or giro, the date of payment will be recorded as the date that the giro or bank account of EquiVorm BV is credited.

Article 4. Delivery, complaints

4.1 Orders are usually shipped within 1–2 days after receipt of payment. If an item is not in stock, the maximum delivery time is 21 days.

4.2 Location for delivery of the goods will be stated in the invoice.

4.3 Upon receipt, the Purchaser is obliged to immediately verify the packing list. EquiVorm BV will only consider complaints concerning inadequate supply quantities if they are reported to EquiVorm BV within two days of receipt.

4.4 The Purchaser is obliged to ensure that the delivered goods conform to the requirements as described in the contract. In the event that this is not the case, the Purchaser must notify EquiVorm BV in writing and with sufficient detail as soon as possible and in any event within one week after delivery.

Article 5. Guarantee

5.1 EquiVorm BV guarantees that the BEO-BAND® goods delivered comply with the usual requirements and standards that they must meet and are free from technical defects.

5.2 The above guarantee is valid for a period of two years after delivery, unless otherwise agreed with the consumer.

5.3 Accessories and other fittings are guaranteed for 3 months after delivery, unless otherwise agreed.

5.4 This guarantee does not apply when a defect has arisen as a result of improper or injudicious use or when the Purchaser or any third party has made or has tried to make changes to the goods or has used the goods for any purpose other than that for which they are intended without written permission from EquiVorm BV. Improper or injudicious use is defined in the context of this article as meaning the assembly of the product in a manner other than that described by EquiVorm BV including the assembly and attachment of aluminium or plastic holders or exceeding pole distances as prescribed by EquiVorm BV for various BEO-BAND® applications. The prescribed pole distances are:

- Meadow max 3.5 metres
- Horse Walker max 2 metres
- Arena: max 2.5 metres
- Lunge Pen: max 2 metres

5.5 In the event that the goods are delivered or installed by a third party the guarantee is limited to that provided by the third party.

Article 6. Reservation of ownership

6.1 Ownership of the supplied goods shall only pass to the Purchaser if the Purchaser fully meets all its obligations as described in the contract with EquiVorm BV. Any risk with respect to the goods will immediately pass over upon delivery.

Article 7. Industrial property rights

7.1 BEO-BAND is a registered trademark. The Purchaser must unconditionally respect all intellectual and industrial property rights associated with the BEO-BAND® products supplied by EquiVorm BV.

7.2 The Purchaser acknowledges that all intellectual property rights to the information, communications or other expressions with respect to the products and/or with respect to the website remain vested with EquiVorm BV, its suppliers or other entitled persons.

7.3 Intellectual property rights include patents, copyrights, trademarks, designs and design rights and/or other (intellectual property) rights, whether or not they are patentable technical and/or commercial knowledge, methods and concepts.

7.4 The Purchaser is prohibited to make use, including making changes, of the intellectual property rights as described in this Article, for example, reproduction, without the express and prior written permission of EquiVorm BV, its suppliers or other entitled persons unless this is in the course of private use of the product itself.

Article 8. Orders/communication

8.1 Beo-Band is not liable in the event of misunderstandings, delays or improper transmission of order data and messages resulting from the use of the Internet or other communication traffic between the Purchaser and EquiVorm BV, or between EquiVorm BV and third parties, insofar as it relates to the relationship between the Purchaser and EquiVorm BV unless there is intent or gross negligence by EquiVorm BV.

Article 9. Retention of personal data

9.1 EquiVorm BV will retain data provided by the Purchaser in a file. This information will only be used for the purposes of executing the contract. The Purchaser can apply by email to see their own personal data and on request it will be amended or deleted.

Article 10. Legal liability

10.1 In the event that the BEO-BAND® goods delivered by EquiVorm BV are defective, the liability of EquiVorm BV to the Purchaser will be limited to the invoice value of the contract or a service through which the damage can be repaired under the provisions of Article 5 of these Terms and Conditions.

10.2 EquiVorm BV is not liable if any damage is a result of intent and/or gross negligence and/or imputable acts, or injudicious or improper use of the goods by the Purchaser.

10.3 EquiVorm BV would like to inform you that the BEO-BAND® product in the white colour is susceptible to pink staining. This is a natural discolouration process (pink spots) that occurs as a result of damage by micro-organisms (funghi and bacteria) in the open air. EquiVorm BV accepts no liability for damage or defectiveness of its product due to pink staining.

10.4 EquiVorm BV is never obliged to pay any compensation to the Purchaser or others, unless there is intent or gross negligence on the part of EquiVorm BV.

10.5 EquiVorm BV is never liable for any resulting damage or trading loss, indirect damages and loss of profit or sales.

Article 11. Force majeure

11.1 In the event of force majeure and without prejudice to its other rights and without judicial intervention, EquiVorm BV has the right to suspend or terminate the execution of the contract by informing the Purchaser in writing and without liability for any damages, unless standards of reasonableness and fairness are not met.

11.2 Force majeure shall be defined as any shortcoming that cannot be attributed to EquiVorm BV if it is not at fault, nor if it is not accountable by law, legal act or according to generally accepted standards.

Article 12. Other provisions

12.1 If the Purchaser provides an address in writing to EquiVorm BV, EquiVorm BV is entitled to send all orders to that address unless the Purchaser provides in writing another address to EquiVorm BV to which orders should be sent.

12.2 If EquiVorm BV has, whether tacitly or explicitly, allowed deviations from these Terms and Conditions for a short or long period of time, this shall not affect its right to demand immediate and strict compliance with these Terms and Conditions at any time. The Purchaser cannot derive any rights from the fact that EquiVorm BV applies these Terms and Conditions leniently or has permitted exceptions to them.

12.3 If one or more provisions of these Terms and Conditions or any other agreement with EquiVorm BV should conflict with any applicable legal regulation, the relevant provision shall be void and replaced by a new, legally permissible provision to be determined by EquiVorm BV.

12.4 EquiVorm BV is entitled to engage third parties in the execution of your order(s).

Article 13. Return of Goods

Private Customers

13.1 The Purchaser has the right to return the BEO-BAND® order within 14 days of receipt without giving any reason. The goods must be returned undamaged, unused, and in their original packaging. The shipping costs for returning the goods are at the customer's expense. After receipt and inspection of the returned goods, the purchase amount will be refunded within 14 days upon approval. Custom-made products or items specially produced for you cannot be returned.

Business Customers

13.2 Returns are only possible after consultation and approval by EquiVorm BV. Only unused and undamaged goods are eligible for return. For returned goods, 20% of the purchase amount will be deducted for administrative and handling costs. The transport costs for returning the goods are at the customer's expense. After receipt and inspection of the returned goods, the purchase amount will be refunded within 14 days upon approval. Goods that are custom-made or specially ordered will not be accepted for return.

Article 14. Applicable Law and Competent Court

14.1 All rights, obligations, offers, orders, and agreements to which these Terms and Conditions apply, as well as these Terms and Conditions themselves, are governed exclusively by Dutch law. All disputes between the parties shall be submitted exclusively to the competent court in 's-Hertogenbosch, except in cases where mandatory legal jurisdiction applies to the subdistrict court (kantonrechter).