



## TERMS AND CONDITIONS

### 1. General

**1.1** These terms and conditions apply to all offers of Vida Loca. The conditions are accessible to everyone and included on the website of Vida Loca. On request we will send you a written copy.

**1.2** By placing an order you acknowledge that you agree to the terms and conditions. Vida Loca reserves the right to change its terms and / or conditions after the expiry of the term.

**1.3** Unless otherwise agreed, the general or specific terms or conditions of third parties are not recognized by Vida Loca.

**1.4** Vida Loca guarantees that the delivered product meets the contract and meets the specifications listed in the offer.

### 2. Delivery

**2.1** Delivery takes place while supplies last.

**2.2** Under the rules of distance selling will perform Vida Loca orders at least 30 days. If this is not possible (because the ordered is out of stock or no longer available), or there is other reasons for delay, or an order cannot or only partially implemented, consumers will receive within 8 days after placing the order message and in that case he is entitled to cancel the order without penalty.

**2.3** The supply obligation Vida Loca, subject to proof, are satisfied once the once offered to the buyer supplied by Vida Loca. For home delivery extends the report of the carrier, alleging refusal of acceptance, full proof of the offer to deliver.

**2.4** All on the website are indicative. At the time limits may therefore not legally binding.

### 3. Prices

**3.1** Prices will not be increased within the duration of the offer, unless legal action is necessary or if the manufacturer interim price increases.

**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 euros, including shipping, duty and 21% VAT.



#### **4. Viewing period / right of withdrawal**

**4.1** If there is a consumer purchase, under the Act on Distance (Article 7: 5 BW), the buyer has the right to return (part of) the goods within a period of 30 days without giving a reason. This period begins when the ordered goods are delivered. If the customer after this period has not returned to Vida Loca the goods delivered, the purchase is a fact. The customer is obliged, before proceeding to return accordingly within the period of 30 days after delivery of written notice to Vida Loca. The customer must prove that the goods are returned on time, for example through a proof of mail delivery. Return of Goods must be in original packaging (including accessories and documentation) and in new condition. If the goods are used in, encumbered or damaged in any way, the right to terminate under this paragraph. With regard to what is stipulated in the preceding sentence, Vida Loca shall ensure that within 30 days after reception of the return, the full purchase price converted into a voucher in the form of a code which is sent by mail.

**4.2** 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 is dependent on fluctuations in the financial market, which the supplier has no influence
- goods made to the consumer's specifications, such as custom, or a clearly personal character.
- goods or services that cannot be returned due to their nature or because of hygiene.

#### **5. Data management**

**5.1** If you place an order with Vida Loca, your data will be included in the customer base of Vida Loca. Vida Loca adheres to the Data Protection Act and will not provide your information to third parties. See our Privacy Policy.

**5.2** Vida Loca respects the privacy of the users of the website and ensures confidentiality of your personal information. **5.3** Vida Loca sometimes makes use of a mailing list. Each mailing includes instructions to remove yourself from this list.

#### **6. Warranty**

**6.1** Vida Loca guarantees that the delivered products meet the requirements of usability, reliability and durability as intended by the parties to the contract are reasonably, and therefore is responsible for the manufacturer of the product delivered to you.



**6.2** The warranty Vida Loca corresponds to the manufacturer's warranty period. However, Vida Loca is never responsible for the ultimate fitness of things for each individual application by the customer, nor for any advice Attn the use or application of the goods.

**6.3** The buyer is obliged to check the delivered goods immediately upon receipt. Should the goods delivered wrong, inadequate or incomplete, then the customer (before proceeding to return to Vida Loca) these defects immediately report to Vida Loca writing. Any defects or faulty goods should and can be reported in writing to look up 2 months after delivery to Vida Loca. Return of Goods must be in original packaging (including accessories and documentation) and in new condition.

Commissioning after detection of failure, damage occurring after detection of failure, encumbrance and / or resale after detection of failure, does the right to claim and return void.

**6.4** If the customer complaints are found justified by Vida Loca, Vida Loca will at its option or the goods delivered free replacement or the client a written scheme for the compensation, provided that the liability of Vida Loca and therefore the amount of compensation still limited it is up to the invoice amount of the relevant goods, or (at the discretion of Vida Loca) to the maximum in the case concerned the amount covered by the liability insurance Vida Loca. Any liability of Vida Loca to exclude any other form of damage, including additional compensation in any form whatsoever, compensation for indirect or consequential damages or damages for lost profits.

**6.5** Vida Loca is not liable for damage caused intentionally or equivalent deliberate recklessness of non-managerial staff.

**6.6** This warranty does not apply if: A) and as long as the purchaser against Vida Loca is in default; B) the customer has parried the delivered goods themselves and / or processed or repaired / or modified by third parties. C) the delivered goods have been exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of Vida Loca and / or instructions on the packaging; D) were defective in whole or in part the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

## **7. Deals**

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

**7.2** Upon acceptance of an offer by the buyer, Vida Loca reserves the right to revoke the right to the offer within 3 working days after receipt of such acceptance or to deviate.

**7.3** Verbal agreements Vida Loca only after an explicit and written acknowledgment.

**7.4** All Vida Loca not automatically apply to repeat orders.

**7.5** Vida Loca cannot be held to its offer if the customer should have understood that the offer or contain any part thereof, an obvious mistake or error.

**7.6** Additions, modifications and / or further agreements are effective only if agreed in writing.



## **8. Agreement**

**8.1** An agreement between Vida Loca and a customer can only exist after an order by Vida Loca feasibility is assessed.

**8.2** Vida Loca reserves the right not to accept without giving reasons, orders or contracts or only to accept the condition that the shipment takes place on delivery or prepayment.

## **9. Images and specifications**

**9.1** All images; photos, drawings etc .; inter alia, information on weights, dimensions, colors, graphics, labels, etc. on the website of Vida Loca are only approximate, are indicative and may not lead to damages or rescission of the contract.

## **10. Force majeure**

**10.1** Vida Loca is not liable if and when she cannot be fulfilled due to force majeure.

**10.2** Force majeure means any strange reason, and any circumstance, which ought not to come for her in all fairness. Delay or failure by our suppliers, disruptions in the Internet, disruptions in the electricity failures in e-mail traffic and disturbances or changes in any third party technology, transport problems, strikes, government measures, supply delay, negligence by suppliers and / or Vida Loca manufacturers as well as from individuals, disease, defects in appliance or shipment tools count explicitly as force majeure.

**10.3** Vida Loca reserves the right to suspend the right to its obligations in the event of force majeure and is also entitled to terminate the contract in whole or in part, or to claim that the content of the agreement is amended so as execution remains possible. In no event shall Vida Loca obliged to pay any penalty or damages.

**10.4** If Vida Loca already partially fulfilled its obligations when the force majeure, or only partially fulfill its obligations is entitled already delivered or to invoice the deliverable part separately and the customer is obliged to pay this invoice as if it were a separate contract. This does not apply if the already delivered c.q. deliverable has no independent value.

## **11. Liability**

**11.1** Vida Loca is not liable for damage to vehicles or other property caused by improper use of the products. Before use, read the instructions on the packaging and / or consult our website.



## **12. Retention**

**12.1** Ownership of all Vida Loca to the buyer sold and delivered goods remains with Vida Loca long as the buyer has not paid the claims of Vida Loca under the agreement or prior or subsequent similar agreements as long as the buyer to carry out the work or still work in this or similar agreements have not been met and as long as the buyer shoot the claims Vida Loca account deficit has not yet met in the fulfillment of such obligations, including claims relating to penalties, interest and costs, all as defined in Article 3:92 BW.

**12.2** The attack by Vida Loca which delivered under retention of title may only part of normal business activities and must never be used as payment.

**12.3** The customer is not entitled to pledge under the reservation of ownership or otherwise encumber.

**12.4** The customer gives unconditional and irrevocable consent to Vida Loca or by appointing Vida Loca third, in all cases where Vida Loca its property to exercise, all those sites and locations where its property is then located and doing business there along to take.

**12.5** If third parties seize the wish to establish or assert goods delivered under retention of title or rights, the customer is obliged Vida Loca as soon as reasonably may be expected to inform.

**12.6** The customer is obliged to insure the goods delivered under retention of title and keep them insured against fire, explosion and water damage and theft and the policy of this insurance on first request for inspection to Vida Loca.

## **13. Applicable law / jurisdiction**

**13.1** All agreements are subject to Dutch law.

**13.2** Disputes arising from an agreement between Vida Loca and copper, which cannot be solved by mutual agreement, the competent court within the district in Rotterdam knowledge unless Vida Loca there prefer the dispute to the competent court of the domicile of the buyer to submit, with the exception of those disputes that fall under the jurisdiction of a magistrate.

*These Terms and Conditions are deposit at the Chamber of Commerce in Rotterdam - 59058692.*