

General terms and conditions AD-Biking

<https://www.ad-biking.com/>

General terms and conditions based on model terms and conditions of Foundation WebwinkelKeur.

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Article 1 – Definitions

In these terms and conditions, the following definitions apply:

1. **Cooling-off period:** the period within which the consumer can make use of his right of withdrawal; Read everything about reflection time.
2. **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into a distance contract with the entrepreneur;
3. **Day:** calendar day;
4. **Duration transaction:** a distance contract with regard to a series of products and/or services, whose delivery and/or purchase obligation is spread over time;
5. **Durable data carrier:** any means that enables the consumer or entrepreneur to store information that addressed to him personally, in a manner that prevents future consultation and unaltered reproduction of the stored information.
6. **Right of withdrawal:** the option for the consumer to waive the distance contract;
7. **Model form:** the model form for withdrawal that the entrepreneur makes available that consumer can fill in when he wants to make use of his right of withdrawal.
8. **Entrepreneur:** the natural or legal person who sells products and/or services to consumers at a distance offers;
9. **Distance contract:** an agreement in which, in the context of a organized system for distance selling of products and/or services, up to and including the closing of the agreement, only one or more techniques for distance communication are used;
10. **Remote communication technology:** means that can be used to close a agreement, without the consumer and entrepreneur meeting in the same room at the same time.
11. **General Terms and Conditions:** the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

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Article 3 – Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every conclusion distance contract and orders between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs apply similar applications and the consumer can always invoke the applicable provision in the event of conflicting general terms and conditions is most favorable.
5. If one or more provisions in these general terms and conditions at any time, in whole or in part, are void or voided, then the agreement and these terms and conditions will remain in force for the rest and the relevant provision will be replaced without delay in mutual consultation by a provision that approximates the purpose of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in spirit' of these terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions should be explained "in the spirit" of these terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and/or services offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
4. All images, specifications data in the offer are indicative and cannot give rise to compensation or dissolution of the agreement.

5. Images accompanying products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors correspond exactly to the real colors of the products.

6. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

- the price including taxes;
- any shipping costs;
- the manner in which the agreement will be concluded and which actions are required for this
- whether or not the right of withdrawal applies;
- the method of payment, delivery and execution of the agreement;
- the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
- the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular base rate for the means of communication used;
- whether the agreement will be archived after it has been concluded, and if so, on which details it can be consulted by the consumer;
- the way in which the consumer, before concluding the agreement, can check and, if desired, correct the data provided by him in the context of the agreement;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct electronically;
- and the minimum duration of the distance contract in the case of a long-term transaction.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and compliance with the associated conditions.

2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms electronically the receipt of the acceptance of the offer. As long as the agreement of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will observe safety measures.

4. The entrepreneur can inform himself - within legal frameworks - whether the consumer can meet payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons or to attach special conditions to the execution.

5. The entrepreneur will provide the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier, send with it:

the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
the information about warranties and existing after-sales service;
the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information
the consumer has provided before the execution of the agreement;
the requirements for termination of the agreement if the agreement has a duration of more than one year or of indefinite duration.

6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

7. Every agreement is entered into under the suspensive conditions of sufficient availability of the relevant products.

Article 6 – Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option of canceling the agreement without stating reasons to cancel within 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated by the consumer in advance and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and the packaging with care. He will unpack or use the product only to the extent necessary to assess whether he wants to keep the product. If he makes use of his right of withdrawal, he will return the product with all delivered accessories and - if reasonably possible - return them to the entrepreneur in their original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receipt of the product. The consumer must make this known by means of the model form or by means of another means of communication, such as by e-mail. After the consumer has indicated that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned in time, for example by means of proof of shipment.
4. If, after the expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or has not returned the product to the entrepreneur, the purchase is a fact.

When providing services:

1. When providing services, the consumer has the option to dissolve the agreement without stating reasons during at least 14 days, commencing on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will follow the reasonable and clear instructions provided by the entrepreneur with the offer and/or at the latest upon delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, at most the costs of return will be for his account.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but within 14 days after cancellation. This is subject to the condition that the product has already been returned and has been received by the online retailer or conclusive proof of complete return can be submitted.
3. In the event of damage to the product due to careless handling by the consumer, the consumer is liable for any loss of value of the product.
4. The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal before the conclusion of the purchase agreement.

Article 8 - Exclusion right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has stated this clearly in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:
 - that have been made by the entrepreneur in accordance with the consumer's specifications;
 - that are clearly personal in nature;
 - which cannot be returned due to their nature;
 - that can spoil or age quickly;
 - the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
 - for individual newspapers and magazines;
 - for audio and video recordings and computer software of which the consumer has lost the seal;
 - for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - concerning accommodation, transport, restaurant business or leisure activities to be carried out on a specific date or during a specific period;
 - the delivery of which has started with the express consent of the consumer before the cooling-off period has expired;
 - regarding betting and lotteries.

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer variable prices for products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This dependence on fluctuations and the fact that any prices mentioned are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if: they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - they are the result of statutory regulations or provisions;
 - whether the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.
6. All prices are subject to printing and typographical errors. For the consequences of printing and typesetting errors, no liability accepted. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the statutory provisions and/or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 2 months after delivery. The products must be returned in the original packaging and in new condition.

4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

5. The warranty does not apply if:

- the consumer has repaired and/or processed the delivered products himself or has had them repaired and/or processed by third parties;
- the delivered products have been exposed to abnormal conditions or are otherwise handled carelessly or contrary to the instructions of the entrepreneur and/or have been treated on the packaging;
- the defectiveness is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and fulfillment of orders for products and in the assessment of requests for the provision of services.

2. The place of delivery is the address that the consumer has made known to the company.

3. With due observance of what is stated about this in paragraph 4 of this article, the company will accept execute orders expeditiously but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to compensation.

4. All delivery times are indicative. The consumer has no rights to any stated terms derive. Exceeding a term does not entitle the consumer to compensation.

5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will pay the amount that the consumer paid as soon as possible, but no later than 14 days after termination.

6. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal cannot be excluded. The costs of any return shipment are for the account of the entrepreneur.

7. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated and announced to the entrepreneur representative, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation and extension

Cancellation

1. The consumer may enter into an agreement that has been entered into for an indefinite period and which extends to the delivery of products (including electricity) or services, cancel at all times with due observance of the agreed cancellation rules and a notice period of no more than one month.

2. The consumer can enter into an agreement that has been entered into for a definite period and which extends to the delivery of products (including electricity) or services, at all times towards the end of the with due observance of the agreed cancellation rules and a notice period of no more than one month.

3. The consumer can conclude the agreements referred to in the previous paragraphs:
- cancel at any time and are not limited to cancellation at a specific time or period;
 - at least cancel in the same way as they entered into by him;
 - always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension

1. An agreement that has been entered into for a definite period and which extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a definite period.
2. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly extended for a fixed term of a maximum of three months, if the consumer can cancel this extended agreement towards the end of the extension with a notice period of no more than one month.
3. An agreement that has been entered into for a definite period and which extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) will not be continued tacitly and will automatically end after the trial or introductory period.

Duration

1. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose cancellation before the end of the agreed duration to postpone.

Article 13 – Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1. In the event of an agreement to provide a service, this term starts after the consumer has received confirmation of the agreement.
2. The consumer has the obligation to immediately report inaccuracies in payment details to the entrepreneur.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 – Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaint's procedure.
2. Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within 2 months, after the consumer has discovered the defects.

3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur has replied within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement.

5. In the event of complaints, a consumer must first turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>). Web shop is currently not affiliated with a quality mark with a dispute committee.

6. A complaint does not suspend the entrepreneur's obligations, unless the entrepreneur has agreed otherwise in writing.

7. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will, at its discretion, either replace or repair the delivered products free of charge.

Article 15 – Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad.

2. The Vienna Sales Convention does not apply.

Article 16 - Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.