

Article 1 General

1. The following definitions apply in these General Terms and Conditions:
SUPERKOP: the company, SUPERKOP BV, established in Herpt, The Netherlands, registered at the Chamber of Commerce nr 80105327
Customer: the other party to SUPERKOP BV in an agreement or action as referred to in the previous paragraph.
2. These Terms and Conditions apply to all communications, offers, services and agreements under which SUPERKOP BV sells, rents, provides services or performs work.
3. Deviations from these General Terms and Conditions are only valid if and insofar as they are expressly confirmed in writing by SUPERKOP. Purchase conditions or other conditions of the customer are not accepted by SUPERKOP and remain out of application.

Article 2 Offer

1. All offers are non-binding. An agreement is first established by written acceptance by SUPERKOP of an order or order for delivery or order for services.
2. If a change to the offer has been made in the acceptance by the customer, the agreement – insofar as it concerns the change – will only come into effect if SUPERKOP has informed the customer of his acceptance of these deviations from the offer.

Article 3 Prices

1. The prices in the SUPERKOP Price List that is published on the website and the prices in advertisements apply include VAT.
2. Any assembly costs and other costs incurred in connection with the delivery are not included in the price. Quoted prices may be increased or decreased by SUPERKOP if the manufacturer or supplier of the products in question has increased or decreased prices, as well as if the government increases or decreases VAT or imposes any other tax or levy that is directly applicable to the SUPERKOP products sold. In the event of a price increase, the buyer has the right to cancel the agreement to deliver the product concerned within 7 days after the price increase is announced.

Article 4 Delivery

1. The delivery period starts when the order is accepted by SUPERKOP. If the customer owes an advance payment or if he has to make information available for the performance of the agreement, the delivery period will not start until the payment has been received in full or the information has been made available in full.
2. A period specified by SUPERKOP is based on the circumstances known to SUPERKOP at the time the agreement was concluded. Delivery times are approximate. Exceeding a delivery period never gives the right to any compensation. The customer who, after exceeding a specified delivery term, has given SUPERKOP written notice and has given a reasonable term to still execute the agreement, is entitled to dissolve the agreement if SUPERKOP is unable to execute the agreement within the period specified in the notice. reasonable time.
3. After the acceptance of the order by SUPERKOP the delivery of the goods will take place within 7 days for the EU. Outside the EU delivery time will be agreed upon order acceptance. The buyer is obliged to provide the necessary information and to take the necessary measures to be able to receive the goods. Freight and storage costs incurred as a result of the fact that the customer does not receive the goods on the day and place announced by SUPERKOP will be borne by the customer.

Article 5 Testing and acceptance

1. The buyer is obliged to check the goods upon delivery for quantity, capacity, damage. Visible defects must be reported immediately upon receipt and noted on the transport document or delivery note. Defects that could not be detected immediately upon delivery must be notified in writing to SUPERKOP as soon as possible, but no later than within 14 days after receipt.
2. Hidden defects must be reported to SUPERKOP in writing immediately after discovery, but at the latest within 48 hours after the time at which the customer discovered or could have discovered the defects.
3. Goods that prove to be defective upon delivery will be returned at the expense of SUPERKOP. If the discovery of a defect occurs after delivery, SUPERKOP will have the goods delivered collected on the understanding that goods or parts that can be sent by parcel post will also be sent by the customer at the cost of SUPERKOP. Upon return, the customer will ensure that the order number of SUPERKOP is visible on the package of the return shipment.
4. Damage to goods caused by the fault of the buyer or as a result of circumstances that are at the risk of the buyer after delivery will be borne by the buyer.
5. When selling goods via the internet, mail order, telephone sales campaigns and other remote sales activities, the buyer has the right to cancel the purchase within 14 working days after receipt of the item – without giving a reason. In that case, the goods will be returned to SUPERKOP, in the original undamaged condition and packaging, at the expense of the buyer. The buyer is also obliged to insure the goods to be returned against damage, loss and theft for the duration of the return journey. After receipt of the returned goods, SUPERKOP will refund the purchase price, possibly reduced by the transport costs not paid by the customer, within 14 days of receipt.

Article 6 Warranty

SUPERKOP guarantees the soundness of the delivered goods in accordance with the provisions of the manufacturer's warranty conditions for 24 months counting from the date of delivery to the buyer. The buyer is and remains responsible for the correct use of products in accordance with the user and safety regulations.

Article 7 Liability

1. In all cases where there is insufficient functioning of delivered products or inadequacies in the performance of services, SUPERKOP will attempt to have these functions or performance delivered as agreed. If there is nevertheless a culpable shortcoming on the part of SUPERKOP, then the contractual and legal liability of SUPERKOP is limited to either free re-delivery of the defective items or to compensation up to the invoice value of the delivered items or services to which the complaint relates.
2. SUPERKOP can never be held liable for business damage, consequential damage or stagnation damage suffered by the customer or third parties as a result of attributable failure or unlawful act.

Article 8 Payment

1. The agreed price for the ordered goods must be paid before delivery.
2. In the event of late payment, SUPERKOP will be entitled to suspend the delivery of the ordered goods until full payment has been made.
3. In the event of late payment of a claimable invoice, the customer will owe interest equal to the statutory interest plus 2%. The customer will also be obliged to reimburse the extrajudicial and legal costs. The extrajudicial costs are fixed at 20% of the principal sum to be claimed.

Article 9 Applicable law, disputes

The legal relationship between SUPERKOP and buyer is governed by Dutch law. Disputes will be settled by the competent court in accordance with the provisions of the Code of Civil Procedure.