



GENERAL CONDITIONS OF SALE DWD

General

1. The following General Conditions of Sale of DWD apply to all quotations from DWD and to all agreements with DWD. Applicability of any purchase conditions or other conditions of the customer will be expressly dismissed. DWD is the user of these conditions. The other party will be referred to in these conditions as “the customer”.

Sale of products

2. Payment for products will be made via the payment services offered on the DWD website. Products ordered online will be delivered to the address given by the customer. The prices of the products are quoted on the DWD website. Unless otherwise indicated, all prices include VAT and exclude postage. Although the website and other publications of DWD are compiled with the greatest care, DWD cannot be held liable for the consequences of misprints or typing errors, and/or programming or program errors on the DWD website or in other publications.
3. In principle products ordered will be delivered within 5 working days to the address given by the customer. The products are insured against damage and loss during transport. Once delivered the products are at the customer’s risk.
4. If products are purchased online, the customer can return the products within 7 working days of receipt. Postal charges for returning products are paid by the customer. DWD will only handle returned products if these comply with the following conditions: unopened packaging and undamaged state. If the products are returned in time DWD will refund the sum paid by the customer. A purchased product cannot be returned more than 7 working days after receipt, unless the product does not satisfy the guarantee issued. The provisions in this clause do not apply to the purchase of recordings (such as films and photos); recordings cannot be returned.

DWD guarantee

5. The products supplied by DWD meet the usual requirements and standards that can be set for them. If the products supplied do not meet the guarantee given, the customer must return the product as quickly as possible, but at any rate no later than 2 months after receipt of the product, with a written description of the complaint. If DWD finds that there are grounds for the complaint, DWD will then send the customer a replacement product or a comparable product as quickly as possible. DWD is also entitled to choose to refund the purchase price to the customer.
6. The guarantee issued by DWD does not apply if the defect is the result of improper or incorrect use, or if the customer or third parties have made modifications to the product without written permission from DWD, or if the product has been used for purposes other than those for which it was intended.

Liability

7. Should DWD be liable for any damage, in accordance with the law or agreement, this liability will always be limited to direct damage and shall not exceed the sum of the invoiced amount. Under no circumstances will DWD be liable for indirect damage, including consequential loss, personal injury or trading loss. The limitations of liability for direct damage laid down in these conditions shall not apply if the damage can be attributed to intentional act or gross negligence on the part of DWD or its employees. Should the product supplied be defective within the meaning of the product liability regime, DWD will not be liable for the damage arising from that.

Retention of title

8. All products supplied by DWD remain the property of DWD until the customer has observed all obligations arising from the agreements entered into with DWD.

Default of payment

9. If the customer does not pay within the stipulated period or if, after ordering, it turns out that payment is not made or not made in time, the customer will be in default by operation of law. The customer will then be obliged to pay DWD an interest of 1% per month on the outstanding amount. If the customer remains in default in the timely payment of a sum, he will be liable to forfeit, as compensation for any collection costs incurred, an immediately payable penalty of 15% on the amount owed, with a minimum penalty of EUR 50. All legal and executive costs will also be charged to the customer. The customer will be obliged to pay interest on the collection costs incurred.

Media right and copyright

10. With regard to all services and products supplied by DWD, DWD retains all rights and authorities to which it is entitled under the Copyright Act. All media rights on recordings made during activities at the Whitewater Sports Complex, all in the broadest sense of these words, remain with DWD.

Applicable law

11. Dutch law applies to all legal relationships between DWD and the customer. Should any dispute arise between the customer and DWD, the Court in The Hague shall have exclusive jurisdiction to hear such disputes. Nevertheless DWD has the right to submit a dispute to the court which has jurisdiction according to the law.