

Terms and conditions of DHPS

Disclaimer: The Dutch version of this document is the only legally binding version. The English document is for translation purposes only. Wherever the English version differs from the Dutch version, the Dutch version applies.

We kindly advise you to read these Terms and Conditions carefully so you are aware of your rights and obligations under this Agreement. You are referred to in these Terms and Conditions as the Customer. For the sake of convenience we choose the masculine gender, but where "he" is mentioned we also mean "she".

Article 1. Definitions

1. In these Terms and Conditions, capitalized terms shall be defined as follows:

Terms and Conditions

the terms and conditions listed in this document as used by DHPS;

Service

a service offered on the Website by DHPS;

Login Credentials

the combination of the Customer's username and password for placing an order on the Website;

Customer

the legal entity who places an order on the Website;

DHPS

the private company with limited liability DHPS, established and having an office at (3371 EE) Hardinxveld-Giessendam at Rivierdijk 643-J;

Agreement

the agreement between the Customer and DHPS, which is concluded via the Website on the basis of which the Customer buys the Product and / or the Service from DHPS;

Product

a product that is offered on the Website by DHPS;

Privacy Statement

the Privacy Statement of DHPS, which can be found on the Website;

Website

the website owned by DHPS, on which the Product and / or the Service is offered;

Article 2. Applicability

1. These Terms and Conditions apply to every offering made by DHPS on the Website, to every Agreement concluded via the Website and to every use of the Website.
2. DHPS may amend and / or complement these Terms and Conditions at any time. Changes do not apply to already concluded Agreements. The most up to date version of the Terms and Conditions can be found on the Website. If the Customer does not agree with the amended and / or complemented Terms and Conditions, the Customer cannot order the Product and / or the Service.
3. The applicability of any of the Customer's purchasing terms and conditions or other conditions is expressly rejected by DHPS.

Article 3. Offer and establishment of the Agreement

1. The Agreement enters into force by completing the ordering process on the Website and accepting the Terms and Conditions.
2. An offer on the Website is always without any obligation and can be revoked by DHPS immediately after an order.
3. DHPS is not bound by apparent errors and clerical errors in the offer on the Website.

Article 4. Use and Availability of the Website

1. DHPS does not guarantee that information on the Website is always correct, current or complete.
2. During the registration process, the Customer must provide Login Credentials. The Customer guarantees to DHPS, and is responsible for ensuring that the information he provides when creating his Account is correct, complete and current.
3. The Customer is responsible and liable for all use made with his Login Credentials.

4. As soon as the Customer knows or has reason to suspect that his Login Credentials came into the hands of unauthorized persons, the Customer is obliged to report this case to DHPS, without prejudice to the obligation to immediately take effective measures himself, such as changing the Login Credentials.
5. DHPS reserves the right to change the login procedure and / or Customer's Login Credentials if it is deemed to be necessary for the functioning of the Website.

Article 5. Price and payment

1. The stated price of the Product and / or the Service is valid the moment it is displayed on the Website.
2. VAT is not included in the stated total price. Any additional costs, such as shipping and payment costs, will be mentioned on the Website.
3. The payment methods will be mentioned on the Website
4. If the Customer exceeds the payment deadline or DHPS is unable to collect the amount due by means of the payment instrument chosen by the Customer before the end of the payment term, the Customer shall legally be in default, regardless of whether DHPS sends any further warning or notice.
5. If the Customer is in default with regard to his payment obligation, DHPS may refer the debt for collection, in which case the Customer shall also be obliged to pay the costs incurred by DHPS which is estimated at 15% of the principal amount, or as the case may be the actual costs if these are higher.

Article 6. Delivery

1. The delivery deadlines on the Website and / or during the ordering process are indicative and cannot be considered legal deadlines.

Article 7. Privacy

1. When visiting the Website and placing an order, or indicating Login information, (personal) information is supplied to DHPS. This (personal) information shall be processed in accordance with the applicable laws and regulations and the Privacy Statement.

Article 8. Conformity

1. If a Product does not comply with the Agreement, DHPS will repair the Product free of charge and within a reasonable time period at the discretion of DHPS or, in case of absence of a Product or parts thereof, still deliver them. If the repair is not possible or can't be demanded of DHPS, DHPS will replace the Product.
2. If DHPS has not repaired the Product within a reasonable period, the Customer is entitled to address another party for recovery. DHPS will reimburse the reasonable costs invoiced by this third party with regard to the recovery.
3. An appeal to the Product's non-compliance with the Agreement is not possible if it was already known or could reasonably have been known to the Customer upon the conclusion of the Agreement that there was a defect, or if the nature of the purchased Product or the nature of the defect is contrary to this.
4. The Customer must report any defects to the product within 8 days to report receipt in writing to DHPS. Failing this it will expire right to repair, replacement or reimbursement of costs as described in this article.

Article 9. Liability. The liability of DHPS is limited to compensation of direct damage, directly related to the performance of the Agreement, regardless of the reason for the liability.

1. Direct damage is exclusively understood as:
 - a. Property damage, exclusively within the meaning of section 3, title 3 of book 6 of the Dutch Civil Code;
 - b. The reasonable costs incurred to avoid or limit property damage, insofar as the Customer can prove that these costs have led to a limitation of direct damage within the meaning of the Agreement;
 - c. The reasonable costs incurred determining the cause and the extent of the damage, insofar as the determination is related to direct damage within the meaning of the Agreement;
 - d. The reasonable costs the Customer has incurred in order to have DHPS's performance conform to the Agreement.

2. DHPS does not accept any liability for indirect or consequential damages, such as loss of profit, loss of turnover, loss of expected savings and other similar financial losses, as well as loss of goodwill or damage to reputation and all other damages that are not covered by the aforementioned direct damage.
3. To the extent that DHPS is liable, this liability is limited to a maximum of the price of the Product and / or the Service.
4. In any case The Customer's right to claim compensation expires in one (1) year after the event that caused the damage occurred.

Article 10. Miscellaneous

1. The Customer may not transfer the rights and obligations arising from the Agreement to third parties.
2. The use of the Website, these Terms and Conditions and / or the Agreement are subject solely to Dutch law. The applicability of the UN Convention on the International Sales of Goods (CISG) is explicitly excluded.