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## General conditions and terms Egardia

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### Article 1 - Definitions

In these conditions, the following definitions apply:

1. **Distance contract:** a contract whereby one or more distance communication techniques are used only within the context of a system for distance selling of products and/or services which has been organized by us, up to the conclusion of the contract;
2. **Right to withdraw:** the possibility for you to waive the distance contract;
3. **Day:** calendar day;
4. **Durable data carrier:** any means that enables you or us to store information that is addressed in person in a way that facilitates future consultation and unaltered reproduction of the information stored;
5. **You or your:** the natural person who is not acting in the exercise of a profession or business and with whom we have concluded a distance contract;
6. **Website:** [www.egardia.com](http://www.egardia.com);
7. **We or us:** Egardia B.V.

### Article 2 - Company details

Egardia B.V.  
Kleine Landtong 19  
4201 HL Gorinchem  
The Netherlands

Chamber of commerce number: 51114003, KvK Utrecht, The Netherlands  
VAT identification number: NL823100121B01

Telephone: 0031 88 383 88 88  
Email: [support@egardia.com](mailto:support@egardia.com)



Availability: From Monday to Friday from 9.00 a.m. to 5.00 p.m.

### **Article 3 - Applicability**

1. These conditions apply to all our offers and all (legal) acts between us and you, even if those (legal) acts do not lead to or are not related to a contract and are also part of the contract we have concluded with you.
2. Prior to the conclusion of the distance contract, the text of these conditions will be made available to you. If this is not reasonably possible, we will indicate, before the distance contract is concluded, that the conditions are available for inspection at our premises and that they will be sent free of charge to you as quickly as possible at your request.
3. If the distance contract is concluded electronically, you will, in derogation from the preceding paragraph and before the distance contract is concluded, be provided with the text of these conditions electronically in such a way that you can easily store them on a durable data carrier. If this is not reasonably possible, we will, before the distance contract is concluded, indicate where the conditions can be inspected electronically and that they will be sent free of charge at your request, either electronically or in some other way.
4. In the event that specific product or service-related conditions apply in addition to these conditions, the second and third paragraphs will equally apply and you may always invoke the applicable condition that is most favourable to you in the event of contradictory general terms and conditions.

### **Article 4 - Offer**

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable you to make a proper assessment of the offer. If we make use of illustrations, these will be a true representation of the products and/or services offered. We are not bound by obvious errors or mistakes in the offer.
3. All offers contain such information that makes it clear to you what rights and obligations are involved in accepting the offer. This includes, in particular:
  - a. the price including taxes;
  - b. any costs of delivery;
  - c. the way in which the contract will be concluded and which actions this will require;
  - d. whether or not the right to withdraw applies;
  - e. the method of payment, delivery or execution of the contract;
  - f. the period for accepting the offer;
  - g. the way in which you can obtain information about actions you do not want to undertake before concluding the contract, as well as the way in which you can rectify them before the contract is concluded;
  - h. any languages in which the contract can be concluded; and
  - i. the minimum duration of the distance contract in the event of a contract that involves the continual or periodical supply of products or services.

### **Article 5 - Contract**

1. Without prejudice to the provisions of paragraph 4, the contract is concluded at the moment at which you accept the offer and the conditions thereby stipulated have been fulfilled.
2. If you have accepted the offer electronically, we will immediately confirm receipt of acceptance of the offer electronically. You may dissolve the contract as long as the receipt of



this acceptance has not been confirmed. We will take suitable technical and organizational measures to secure the electronic transfer of data and we will ensure a safe web environment. If you are able to pay electronically, we will take suitable security measures.

3. We may obtain information - within statutory frameworks - about your ability to fulfil your payment obligations, as well as about all the facts and factors that are important for the responsible conclusion of the distance contract. If this research gives us proper grounds for declining to conclude the contract, we have the right to reject an order or application or to attach special conditions to its execution.
4. Together with the product or service, we will send to you the following information, in writing, or in such a way that you can store it in an accessible way on a durable data carrier:
  - a. the address where you can lodge a complaint;
  - b. the conditions under which and the way in which you can make use of the right to withdraw, or a clear statement relating to the exclusion of the right of withdrawal;
  - c. the information on existing after-sales service and warranties;
  - d. the data included in article 4(3) of these conditions, unless we have already provided you with these data prior to the execution of the contract;
  - e. the requirements for terminating the contract, if the duration of the contract exceeds one year or is indefinite.
5. Where we have taken on the obligation to supply a series of products or services, the stipulation in the previous paragraph applies only to the first delivery.

#### **Article 6 - Right to withdraw**

1. In the EU you have the right to withdraw from your contract within 14 days without giving any reason. The withdrawal period for products will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the products.
2. To exercise the right of withdrawal, you must inform us (Egardia, Kleine Landtong 19, 4201 HL Gorinchem, The Netherlands, support@egardia.com, 0031 88 383 88 88) of your decision to withdraw from your contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the [Egardia withdrawal form](#), but it is not obligatory.
3. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. The products should be returned without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from your contract to us. The direct return shipping cost is at your expense. You are only liable for any diminished value of the products resulting from handling the products, which goes beyond what is necessary to determine the nature, characteristics and functioning of the products.

#### **Article 7 - Effects of withdrawal**

If you withdraw from your contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from your contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the products back or you have supplied evidence of having sent back the products, whichever is the earliest.

#### **Article 8 - Exceptions from the right to withdraw**

1. The right to withdraw is excluded in case of:
  - a. the supply of goods made to the consumer's specifications or clearly personalised;
  - b. the supply of goods which are liable to deteriorate or expire rapidly;
  - c. the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
  - d. the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
  - e. the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;
  - f. the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
  - g. the supply of alcoholic beverages, the price of which has been agreed upon at the time of the conclusion of the sales contract, the delivery of which can only take place after 30 days and the actual value of which is dependent on fluctuations in the market which cannot be controlled by the trader;
  - h. the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
  - i. service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed;
  - j. contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;
  - k. the provision of accommodation other than for residential purpose, transport of goods, car rental services, catering or services related to leisure activities if the contract provides for a specific date or period of performance;
  - l. the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

#### **Article 9 - Conformity and warranty**

1. We guarantee that the products and/or services fulfil the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory provisions and/or government regulations that existed on the date that the contract was concluded.
2. A warranty scheme offered by us, manufacturer or importer does not affect the rights and claims that you can enforce against us pursuant to the law and/or the Distance Contract in relation to a failure in the performance of our obligations.
3. All equipment in our range is subject to a warranty of 24 months after placing the order. A warranty period of 48 months after placing the order will apply when proof of an active security service over that period can be shown. If you want to make a claim under the warranty, you need to contact our customer service. Damage caused by improper use will not be compensated.



4. In case of defective products our customer service needs to be contacted first. The contact details of the customer service can be found on the website. Our customer service must troubleshoot every product to verify the defect and only then will they issue a return number and information about the method of returning.
5. Upon receipt of the defective product, we will, at our discretion, either repair or replace the product and ship it out in the most expeditious manner possible. In the event the product returned to us has been discontinued, we will, at our discretion, either repair or replace with a new product.
6. Packages sent with no return number are unauthorized and will be refused by our receiving department and returned to sender at the sender's expense.

#### **Article 10 - Prices and payment**

1. The prices of the products and/or services are mentioned in Euro and include all taxes. Costs of delivery are not included in the prices shown on our website. Additional other costs which may be passed on to you will be indicated before the agreement is concluded.
2. We reserve the right to change our prices. Products or services are invoiced on the basis of the prices in force at the time of placing an order. 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 resulting from changes in VAT rates.
3. Contrary to the previous paragraph, we may offer products or services at variable prices, in cases where these prices are subject to fluctuations on the financial market over which we have no influence. The offer must refer to this link with fluctuations and the fact that any prices mentioned are recommended prices.
4. The following payment methods are at your disposal (depends on the country of delivery) to pay for the purchase of products:
  - a. Creditcard (Visa, MasterCard, Carte Bleue and American Express). You can safely enter your credit card information via our secure SSL procedure.
  - b. Bancontact/Mister Cash. You pay in your trusted online banking environment, based on the specific security methods of your own bank.
  - c. Maestro. If your payment card is activated for Maestro by your bank, you can pay your order online.
  - d. DIRECTebanking/Sofortüberweisung. With DIRECTebanking/ Sofortüberweisung you can arrange a direct payment of your order with an online bank transfer.
  - e. PayPal. You can pay your order securely with your PayPal account.
  - f. Bank transfer. You can transfer the total amount of your order on the bank account of our payment partner Docdata citing the Docdata reference number and the Egardia order number. The order and bank details will be sent to you by email. Once your payment is received correctly, we will process the order. It takes about 2-4 business days before we can process a bank transfer. After this the applicable delivery times apply. The correct bank details are always sent to you by e-mail.
5. If no later date has been agreed, sums payable by you must be paid within fourteen days after the goods have been delivered, or - in the case of a contract to provide a service - within 14 days after the documents relating to this contract were issued.
6. You are obliged to immediately report to us any inaccuracies in payment details provided or stated.
7. In the event of non-payment on your part, we have the right, subject to statutory limitations, to charge you reasonable costs about which you were informed in advance.



#### **Article 11 - Delivery and execution**

1. We will exercise the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The delivery costs depend on the country of delivery and will be for delivery addresses in Austria, Belgium, metropolitan France, Germany and Luxembourg are € 9.95 including VAT per order. This is a fixed amount irrespective of the number of products or the number of shipments per order. If you only order batteries, the delivery costs depend on the country of delivery and will be for delivery addresses in Austria, Belgium, metropolitan France, Germany and Luxembourg € 4.95 including VAT per order.
3. The place of delivery is the address that you have made known to us. No delivery is made to:
  - a. Post office boxes;
  - b. Freepost numbers;
  - c. Temporary addresses;
  - d. Poste restante.
4. After you have placed your order, you will receive emails with the status of the delivery and a Track & Trace number of the order. You can use this number to monitor the parcel delivery process. The delivery time is 1-3 working days and depends on the country of delivery.
5. We will execute any orders accepted with due speed and try to send the order in one shipment. If the delivery suffers a delay, or if an order cannot be executed, and you have still not received any products within 30 days after placing the order, you have the right to dissolve the contract, free of charge.
6. In the case of dissolution in accordance with the previous paragraph, we will refund the sum paid by you as quickly as possible, though no later than within 30 days after that dissolution.
7. We accept no liability for any loss caused by delay or products or services, which you ordered via us, becoming unavailable. The risk of damage and/or loss of products rests upon us up to the moment of delivery to you, unless this has explicitly been agreed otherwise.

#### **Article 12 - Data protection**

1. We respect the privacy of all users of our site and ensure that any personal information you provide us with is treated confidentially. We use your information to process orders and manage commercial relationships (deliveries, billing, installations, security services and after-sales) as quickly and easily as possible. For the rest, we will use this information only with your permission.
2. We are responsible for the treatment of personal information. Our customer service can help you if you need information about your data or if you want to change them.
3. We will not sell your personal data to third parties and will only provide them to third parties who are involved in carrying out the order, delivery, installation and services.

#### **Article 13 - Complaints procedure**

1. We provide for a complaints procedure that has been given sufficient publicity and will deal with a complaint in accordance with this complaints procedure.
2. Complaints about the execution of the contract must be submitted to us without delay, in their entirety and clearly defined, after you have discovered the defects.
3. A reply to complaints submitted to us will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, we will reply within the period of 14 days, confirming receipt and indicating when you can expect a more elaborate reply.
4. If the complaint cannot be solved by mutual consultation, a dispute shall arise which we try to solve quickly and efficiently. If mutual consultation does not result in a solution, disputes



will be brought before the competent court within the Netherlands, unless otherwise required by mandatory national or international law. The contract is governed by Dutch law.

**Article 14 - Additional or different stipulations**

Additional stipulations or stipulations that differ from these general terms and conditions may not be detrimental to you and should be recorded in writing, or in such a way that you can store them in an accessible manner on a durable data carrier.

**Article 15 - Change of conditions**

We reserve the right to unilaterally change these conditions. Changes will be posted on the website. Changes to these conditions will only come into effect after they have been published on the website in an appropriate way, on the understanding that where changes apply during the validity of an offer, the stipulation that is most favourable to you will prevail.

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