

Relating to link “Online Shop” on website www.sneakerrestore.nl operated by Sneakerrestore as “Supplier”

DEFINITIONS

Definitions stated in capital letters in the present “General Terms and Conditions” shall have the following meaning:

“*Price*” means the prices stated in Euros relating to product and services on www.sneakerrestore.nl operated by the Supplier. Prices on the site are exclusive of VAT. For EU citizens with VAT respectively prices for non-EU citizens without VAT are also available.

“*General Terms and Conditions*” mean the equivalent of the present General Terms and Conditions.

“*Order*” means a correctly filled in and submitted order form as stated on Sneakerrestore.nl This order is the basis of the contract between the Parties.

“*Customer*” means a person who fills in the Order Form and buys the relevant Products or services.

“*Delivery packaging*” means boxes, packing goods the Products are delivered in respectively all the other goods attached to the Product (shoelaces, product bag).

“*Supplier*” means the seller of the Product cq. Supplier of services.

“*Product*” means the goods and services as stated on webpage www.sneakerrestore.nl operated by the Supplier. Data and prices of Products and services stated on the webpage are for information purposes only and do not represent a binding offer.

PREAMBLES

1. The Parties state that the Contract of Sales is concluded between the Customer as buyer and the Supplier as seller on the basis of the present General Terms and Conditions in the process of purchase.
2. The Supplier: Sneakerrestore.nl
3. The most important data of the Supplier are the followings:

Full name of the company: Sneakerrestore
Registered seat: Boterbloem 8, 3863 DN
Place of business: Nijkerk
Tax number: NL221308593B01
Eu Vat number: NL221308593B01
Bank account: Sneakerrestore
IBAN code: NL76 RABO 0315 2464 56
BIC code: RABONL2U
Bank name: Rabobank
PayPal name: [Info@sneakerrestore.nl](mailto:info@sneakerrestore.nl)
E-mail address of the Supplier: info@sneakerrestore.nl

TERMS AND CONDITIONS

1. The Order is not accepted by the Supplier without an filled out and signed order form. By signing the **orderform** Customer accepts the General Terms and Conditions as written here.
2. All prices stated on Sneakerrestore.nl are subject to change. Offers and quotations made by Supplier are without obligation and must always be considered in their entirety. Supplier is permitted to charge price increases provided that Supplier is able to demonstrate that between the time of offering and the time of delivering the services price adjustments have occurred in relation to e.g. material,wages.
3. Prices on the web site www.sneakerrestore.nl are stated in Euros exclusive of VAT, shipping costs and all other government fees.
4. The Customer shall settle the Price of the Product by bank transfer or by PayPal. If the Customer chooses to pay by using the safe payment system PayPal, the transfer needs to be gifted.
5. The condition for the fulfilment of the order is that the Price of the Product shall be credited to the bank account of the Supplier.
6. The ordered Products are dispatched according to the terms and conditions as well as delivery fees relating to the contracts of delivery services to the address given on the Order Form. Upon delivering the Product the consignment note is attached to the ordered Product by the Supplier by which the delivery can be tracked. The Customer acknowledges that selected delivery company is obliged to deliver the relevant Product exclusively, the Supplier is not liable for the delivery thereof and disclaims any liability relating to it.
7. The Order is considered as fulfilled by the Supplier when the Products stated on the Order Form are taken over by the Customer at the delivery address or the delivery of the Product is frustrated. The rules relating to the services of Products to the Customer including the

conditions and consequences of the frustration of the services are also included in the rules relating to delivery services of the selected delivery company.

8. The Supplier states that in the event of the frustration of the delivery of the Product the Customer shall be liable for the frustration; the delivery shall be considered as performed and the Supplier may claim the Price of the Product and the Supplier disclaims any liability relating to the frustration of the delivery of the Product. In case in the relevant country any additional fee, such as custom fee is payable for the delivery of the Product the costs shall be borne by the Customer; the Supplier is not bound to pay any extra costs.
9. The risk relating to the Product passes to the Customer at the time of the handover-receipt or in case of the realization of the conditions for the frustration of the delivery of the Product.
10. The Customer shall take over and simultaneously inspect the quality and the amount of the products immediately when received. In case of complaint the Customer shall inform the Supplier immediately by contacting the Supplier within a week in a provable way. The Customer is entitled to make a complaint on the quality of the Products according to the rules and regulations on warranty and product guarantee of the Civil Code. The guaranteed warranty that Supplier offers is 3 months. The Supplier is not liable for any quality complaint in case the quality defect is caused by the improper use, delivery or storage of the relevant Product.
11. With repairs done by supplier only the by supplier done repair is subject to warranty. Supplier doesn't give warranty on the product as a whole only on the repair and the service that has been agreed to.
12. The Supplier shall deliver the Product to the Customer in Delivery Packaging. The Orders are dispatched exclusively after amount due has been credited to the bank account of the Supplier.
13. From the date the order has been received the delivery time will be 4 weeks but the Supplier may decide to modify the time of the delivery stated in the Confirmation letter or to accept/confirm the order fully/partially respectively to refuse to accept it while considering the dispatch of other orders in progress. The Customer cannot set have any claims against the above mentioned decision of the Supplier. The Supplier shall inform the Customer on the delayed delivery. In connection with the delay the Customer cannot have any claims against the Supplier.
14. An electronic invoice shall be settled on the purchase and sent to the e-mail address of the Customer by the Supplier. Should the Customer have any complaint it shall be indicated to the Supplier within 2 days from the receipt via e-mail under the condition that any complaint relating to a properly settled invoice do not allow any moratorium to the Customer.
15. The Supplier may delay the reimbursement of the Price of the Product until the Product has been returned or it has been sent back to the Supplier respectively the Supplier has inspected that the Product is returned in its original, unworn condition and the return has been carried

out. The Supplier shall reimburse the Price of the Product within maximum 14 days. The costs of the return of the Product shall be borne by the Customer. The Supplier may reduce the Price of the Product with the cost of send and return.

16. During their cooperation both the Customer and the Supplier are obliged to treat all information related to the other Party – especially but not exclusively to the business activity, business operation, financial data, products, prices, address, registered seat, availabilities and other personal data- with utmost confidentiality.
17. Web page www.sneakerrestore.nl operated by the Supplier and all graphics, logos, photos that can be seen on it respectively the Web page itself as a data basis are the intellectual properties of the Supplier that can be used solely and exclusively with the prior consent of the Supplier according to the statutory copyright regulations. The Customer is not entitled to use the brands and intellectual properties of the Customer in any forms.

AMENDMENTS OF THE GENERAL TERMS AND CONDITIONS

1. Any amendments made to the present General Terms and Conditions shall be stated on Web page www.sneakerrestore.nl by the Supplier highlighting the current amendments. The modified conditions apply to Orders placed following the amendments set forth in the present General Terms and Conditions.
2. In case of the amendment of any legal condition concerning the present General Terms and Conditions the new regulations form an integral part of the present General Terms and Conditions automatically.

COMPLAINTS

1. Should any dispute arise from the application of the present General Terms and Conditions or Order the Parties shall attempt to settle it amicably.
2. In case the complaint cannot be settled by amicably. The Parties submit themselves to the decision of the Court of Arbitration.

MISCELLANEOUS AND CLOSING PHRASES

1. In case of any differences between the present General Terms and Conditions as well as any written or unwritten contractual condition, trade practice or business deal of the Customer the conditions set forth in the current General Terms and Conditions shall govern.
2. Relating to the present General Terms and Conditions as well as the Orders carried out on the basis of it the Dutch Law shall apply and the language of the contract concluded between the Parties shall be written in Dutch language.

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3. The Customer shall not assign its Orders to a third Party without the prior consent of the Supplier.