

# GENERAL TERMS AND CONDITIONS OF HEUSINKVELD

## Article 1 General

- 1.1 These are the general terms and conditions of Heusinkveld. These terms and conditions apply to all orders you place with Heusinkveld via the website.
- 1.2 By placing an order, you agree to these general terms and conditions applying to your contract with Heusinkveld.
- 1.3 These general terms and conditions set out the rights and obligations of you and Heusinkveld that apply to your order of products via the website. Heusinkveld advises you to save these terms and conditions on your computer and/or to print and save them for future reference.
- 1.4 In the event of a textual difference in meaning between the various language versions of these General Conditions, the Dutch text shall be binding.

## Article 2 Heusinkveld Data

- 2.1 Heusinkveld is a private limited liability company with its registered office in the Netherlands.
- 2.2 Its contact details are:  
Heusinkveld Engineering B.V.  
Cuxhavenweg 5 e  
9723 JK Groningen, the Netherlands  
Email: info@heusinkveld.com  
Chamber of Commerce number: 69983453  
VAT identification number: NL858091008B01

## Article 3 Your data

- 3.1 To enable Heusinkveld to perform the agreement properly and on time, you need to provide it with correct and complete details, such as your name, your email address and the shipping address. You are responsible for the accuracy of the information you provide.
- 3.2 Data provided by you will only be used by Heusinkveld in the manner indicated in the privacy statement. You can consult this privacy statement on the Heusinkveld website.

## Article 4 The contract

- 4.1 Your order on the website is a request to Heusinkveld. There is no binding contract until Heusinkveld has sent a confirmation to the email address provided by you.
- 4.2 If any information on the website contains an obvious mistake and/or error, such as an unusually low price, this will not be binding on Heusinkveld.
- 4.3 Heusinkveld is allowed - within the legal framework - to check whether you are able to meet your payment obligations, as well as all those factors that are important for a responsible conclusion of the contract via the website. If, on the basis of this check, Heusinkveld has good reasons not to enter into the contract, it is entitled to refuse an order or to attach special conditions to the fulfilment of such order.

## Article 5 Price

- 5.1 The price shown on the website at the time of ordering is the total price including tax, but excluding shipping costs.
- 5.2 If the order has to be shipped to an address outside the European Union, the country in question may charge additional costs, such as import tax. You will be responsible for all additional levies for customs clearance. Heusinkveld has no influence or control over this type of levy and is therefore unable to inform you about it. You must check whether the products ordered can be exported to and imported into the country in question and what the costs involved are. Import regulations vary greatly from country to country, so it is best to contact a local customs authority.

## Article 6 Payment

- 6.1 You can pay for your order in the ways specified on the Heusinkveld website.
- 6.2 The payment term is 14 days.

## Article 7 Delivery

- 7.1 The information on availability, shipment or delivery of a product stated on the Heusinkveld website is approximate and indicative.
- 7.2 Orders will be delivered to the shipping address provided and with the delivery method selected by you.
- 7.3 Heusinkveld will arrange transport to the first carrier based on the delivery method selected by you. You are responsible for the risk of transportation. If you want to insure the shipment, you should arrange that.
- 7.4 You are obliged to purchase the products at the time they are made available to you. In the unlikely event that you refuse the

products or fail to provide information or instructions necessary for delivery, the products will be stored at your expense and risk.

- 7.5 Heusinkveld may opt to make part deliveries of products.
- 7.6 Heusinkveld's products are not for resale. Resale is therefore prohibited.

## Article 8 Retention of title

- 8.1 Each product delivered remains the property of Heusinkveld until it has been paid for in full.

## Article 9 Quality, use and liability

- 9.1 Heusinkveld guarantees that the products comply with the contract and meet the specifications stated in the offer.
- 9.2 Heusinkveld gives a 24-month warranty starting from the date of delivery.
- 9.3 Repairs and/or replacement deliveries do not create an extension of the warranty period.
- 9.4 The warranty means that defects will be remedied free of charge within a reasonable period of time, either by repairing or replacing the products and/or parts in question. The products and/or parts replaced become the property of Heusinkveld.
- 9.5 The warranty does not include any further right to compensation from Heusinkveld.
- 9.6 The warranty does not cover defects resulting from:
  - a. incorrect setup and/or installation;
  - b. non-compliance with the (safety) regulations stated in the manual;
  - c. inappropriate use;
  - d. inappropriate operation;
  - e. external influences, such as transport damage and impact damage;
  - f. repairs and modifications not carried out by Heusinkveld;
  - g. use of non-original parts.
- 9.7 Minor mechanical noises may be inherent in the product. Therefore, no complaint can be upheld in this regard.
- 9.8 Under no circumstances are the products suitable for use other than in a simulator. The products are not suitable for use on (public) roads, on a test track, for military purposes, or as (part of) an electric vehicle. Use of the products as described above is therefore expressly prohibited. Should you nevertheless use the products for these purposes, you will be liable for all loss incurred by Heusinkveld as a result.
- 9.9 Use of the products should be in accordance with the manual, which was provided to you upon delivery of the products.
- 9.10 Heusinkveld is not responsible for ensuring that the product is suitable for your purposes.
- 9.11 These general terms and conditions do not constitute a limitation or exclusion of Heusinkveld's liability for matters that it cannot limit or exclude by law.
- 9.12 Subject to section 9 of this article, Heusinkveld is not liable for indirect losses that are a consequence of the original loss or damage, such as loss of income and profit. The maximum total liability of Heusinkveld is limited to the amount paid out by the insurance company of Heusinkveld in the relevant case, increased by the excess payable by Heusinkveld.

## Article 10 Right to cancel

- 10.1 You have the right to cancel the contract without giving any reason within 14 days of receipt of the product.
- 10.2 During this 14-day cooling-off period, you will need to handle the product and its packaging with care. The product may only be unpacked to the extent necessary to determine the characteristics and operation of the product.
- 10.3 If you wish to exercise your right to cancel, you must notify Heusinkveld accordingly within the 14-day cooling-off period using the return form or in another unambiguous manner (e.g. by email or by post).
- 10.4 After invoking your right to cancel, you must return the product as soon as possible, at the latest within 14 days of expiry of the cooling-off period, to Heusinkveld's address stated in article 2.2 of these terms and conditions.
- 10.5 You must return the product with all accessories delivered, in the original condition and packaging.
- 10.6 You bear the risk and the burden of proof for the correct and timely exercise of the right to cancel.
- 10.7 The costs of the return shipment are payable by you.
- 10.8 In the event of termination as described in this article, Heusinkveld will reimburse the amount paid for the product in question (delivery costs) without delay and in any event no later than 14 days of receipt of the notification that you wish to

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terminate the agreement, but no earlier than Heusinkveld has received the product in question or upon submission of proof that the product has actually been returned.

- 10.9 Heusinkveld will use the same method of payment for the refund as you used.

## Article 11 Complaints

- 11.1 Any defects should be reported as soon as possible, but at the latest within 14 days after you have discovered the defect, or at least reasonably could have discovered it, by sending an email to [info@heusinkveld.com](mailto:info@heusinkveld.com), stating the exact nature of and reason for the complaints.
- 11.2 Complaints will not be accepted if you have had the product repaired or worked on by a third party.
- 11.3 After a period of 2 years from the date of delivery, you can no longer claim for repair or replacement.

## Article 12 Disputes

- 12.1 At any time, Heusinkveld will try to resolve complaints properly. However, if your complaint does not lead to a solution, you have the option of submitting your dispute to the Disputes Committee of the European Union. The platform can be reached via the following link: <https://ec.europa.eu/consumers/odr>

## Article 13 Applicable law

- 13.1 These general terms and conditions and your contract(s) with Heusinkveld are governed by Dutch law. This choice of law is without prejudice to any further protection you enjoy on the basis of the mandatory statutory provisions that would apply in the absence of this provision.