

General terms and conditions Hadleyshop.com

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Article 1. Definitions

1. In these general terms and conditions the following terms are used in the following meanings, unless explicitly stated otherwise or the context shows otherwise:
 - a. Hadleyshop.com: the user of these general terms and conditions: Swell Stock Trading BV trading under the name "Hadleyshop.com" located at Izaäk Enschedéweg 50 in Haarlem, The Netherlands, registered with the Chamber of Commerce under 58.98.95.60;
 - b. agreement: the agreement concluded via the website;
 - c. customer: the natural person who acts for purposes outside his business or professional activity and who concludes an agreement with Hadleyshop.com via the website;
 - d. product: the product offered by Hadleyshop.com via the website;
 - e. website: the website www.Hadleyshop.com managed by Hadleyshop.com.

Article 2. General

1. The general terms and conditions referred to herein shall apply to every agreement between Hadleyshop.com and the customer that is established through the website.
2. Any deviations from these general terms and conditions are only valid if agreed in writing or by e-mail.
3. If deviations from certain subjects regulated by these general terms and conditions have been agreed upon, these general terms and conditions remain in force for the rest of the agreement. Agreed deviations shall never apply to more than one agreement.
4. If one or more of the provisions in these general terms and conditions are null and void or annulled, the other provisions of these general terms and conditions shall remain fully applicable. The void or nullified provisions will be replaced by Hadleyshop.com, taking into account as much as possible the purpose and meaning of the original provision(s).

Article 3. Offer

1. Offers are without engagement.
2. The offer of Hadleyshop.com on the website is valid while stocks last.
3. Offers do not automatically apply to future agreements.
4. Obvious mistakes or errors in the offer on the website shall not bind Hadleyshop.com.
5. The assortment offered on the website is subject to change.

Article 4. Website

1. Hadleyshop.com does not guarantee that the website will operate without interruptions or errors or that all errors will be corrected.
2. Hadleyshop.com is entitled to make changes to the website at any time.

Article 5. Terms of use

1. When using the website, the customer shall act in accordance with what may be expected of a responsible and careful Internet user.
2. The customer is not allowed to bypass or crack the security applications on the website.
3. The customer is not allowed to use the website in such a way that the proper functioning of computer systems of Hadleyshop.com or third parties is affected or that other users of the website are hindered.

Article 6. Prices and shipping costs

1. All prices mentioned on the website are inclusive of VAT, exclusive of shipping costs and exclusive of possible import duties.

2. The amount of the shipping costs will be made clear to the customer before the customer can confirm the order.
3. Hadleyshop.com has the right to adjust its prices at any time.

Article 7. Conclusion of the agreement

1. The agreement is established after the customer has completed the entire ordering process via the website and clicked on the "Order with payment" button.
2. The agreement can only be concluded via the website after the customer has clicked that he agrees with these general terms and conditions.
3. After the agreement has been established via the website, Hadleyshop.com will send the customer a confirmation via e-mail without delay. This confirmation e-mail includes the order number and other details of the customer's order. If the customer has not received a confirmation e-mail from Hadleyshop.com, the customer should contact Hadleyshop.com's customer service department.

Article 8. Payment

1. The following payment options are offered to the client:
 - via iDEAL;
 - via credit card (Mastercard and Visa);
 - via PayPal;
 - prior to delivery by transferring the invoice amount to the IBAN number of Hadleyshop.com namely NL98 RABO 0153 5674 30;
 - on account if agreed with Hadleyshop.com. The customer shall pay the invoice amount within 14 days from the invoice date.

Article 9. Delivery and delivery period

1. The product will be sent to the address provided by the customer. If the customer wishes to change his delivery address after ordering, the customer must notify Hadleyshop.com by e-mail within 24 hours after ordering.
2. The stated delivery period is not to be considered a deadline.
3. If Hadleyshop.com is unable to deliver the product within 30 days of the conclusion of the agreement, Hadleyshop.com shall notify the customer by telephone or e-mail and the customer shall then have the right to dissolve the agreement free of charge, unless a longer delivery period is expressly agreed with the customer. If the customer dissolves the agreement, Hadleyshop.com shall refund any amounts already paid within 14 days of the dissolution.
4. The risk of the product passes to the customer at the moment the customer takes delivery of the product.
5. The customer is responsible for all import duties, customs formalities and taxes related to the product.
6. If the ordered product has not arrived within the stated delivery time, the customer should contact Hadleyshop.com customer service.
7. If Hadleyshop.com has unexpectedly sent an incorrect product to the customer, then the customer should contact Hadleyshop.com customer service. In such a case, the correct product will be sent to the customer as soon as possible.

Article 10. Assembly

1. The product will not be assembled by Hadleyshop.com.
2. The customer must ensure that the product is assembled in accordance with the technical appendix if this is supplied with the product.

Article 11. Obligations of the customer

1. For compliance with all legal and otherwise applicable regulations applicable in the country where the customer is located in connection with the possession and use, in any way whatsoever, of the

product, the customer is solely responsible.

2. All data and information provided by Hadleyshop.com regarding the suitability and applicability of the product are given entirely without obligation and do not relieve the customer of his obligation to carry out (or have carried out) his own checks and tests.

Article 12. Right of withdrawal

1. The customer has the right to dissolve the agreement for 14 days without giving reasons. This period starts from the moment the customer has received the entire order from Hadleyshop.com. The customer will be informed of this right of withdrawal via e-mail before delivery or in writing upon delivery of the ordered products.

2. If the customer wishes to exercise his right of withdrawal, the customer must expressly notify Hadleyshop.com within 14 days of receiving the entire order. The customer will be provided with the withdrawal form that the customer can use if he wants to dissolve the agreement.

3. After the customer has invoked his right of withdrawal, the customer must return the product to Hadleyshop.com within 14 days, provided it is unused, undamaged and unaltered and, if reasonably possible, in its original packaging.

4. The customer may also, without first notifying Hadleyshop.com that he is invoking his right of withdrawal, return the product to Hadleyshop.com within the withdrawal period as defined in article 12.1. In such a case, the customer must enclose the withdrawal form or another unambiguous statement indicating that the customer is invoking his right of withdrawal with the return shipment.

5. The customer must sufficiently frank the package he is returning.

6. If the returned products are damaged, incomplete or used, this damage shall be deducted from the amount Hadleyshop.com refunds to the customer in accordance with article 12.9.

7. If the customer dissolves the agreement in accordance with this article, the shipping costs associated with returning the product shall be borne by the customer. The amount of these shipping costs will be made known to the customer before the conclusion of the agreement on the website.

8. The risk of the return shipment rests with the customer.

9. Hadleyshop.com will, in case of a cancellation as described in this article, within 14 days after the customer has exercised his right of withdrawal, refund any payments made (purchase price + shipping costs for sending the product).

10. If a product is damaged on arrival, or if it does not work properly, we will of course exchange the product as soon as possible, or refund the full amount of the order. The defect must be reported to info@Hadleyshop.com. The customer will receive a return label that can be used to return the package. Upon arrival, we will check the returned product. We will not reimburse damage and/or defects caused by misuse, incorrect installation, or wilful destruction.

Article 13. Return address

1. Products should be returned to the following address:

Hadleyshop.com
Izaak Enschedéweg 50
2031 CS Haarlem
The Netherlands

Article 14. Conformity

1. Hadleyshop.com guarantees that the products comply with the agreement, the specifications mentioned in the offer, the reasonable requirements of reliability and/or usability and the existing legal provisions and/or government regulations on the date of conclusion of the agreement.

2. If the delivered product does not comply with the agreement, the customer should contact Hadleyshop.com customer service within 2 months after the customer discovered the defect.

3. If the customer proves that the product was defective at the time of delivery, Hadleyshop.com will credit the invoice amount of the product and refund the customer or, if the customer wishes, a new

product will be sent to the customer. The liability of Hadleyshop.com shall at all times be limited to that set out in article 15.

4. In order to investigate whether the delivered product is defective, Hadleyshop.com may require the customer to return the product, at Hadleyshop.com's expense, to Hadleyshop.com.

5. If Hadleyshop.com's investigation in response to the complaint reveals that a defect and/or damage to the product was caused

- by injudicious or improper use;
- because the product has not been assembled in accordance with the technical annex supplied with the product;
- because changes have been made to the product;
- because items have been attached to the product to which they should not be attached;
- because the product has been used for another type of vehicle than the one for which the product was made;
- by external circumstances which Hadleyshop.com cannot influence, then the complaint will not be accepted by Hadleyshop.com;
- Hadleyshop.com will not be further dealt with and Hadleyshop.com shall not be liable for such damage and/or defect to the delivered product.

Article 15. Liability

1. The information and services appearing on the website may contain technical inaccuracies and/or typographical errors. Hadleyshop.com is not liable for such inaccuracies and/or errors.

2. The operation of the website may be interrupted by, for example, a breakdown or maintenance. Hadleyshop.com is not liable for damages in case of temporary unavailability of the website.

3. Hadleyshop.com can never guarantee that the data on the website are correct. Hadleyshop.com will make every effort to keep the accuracy of these data as consistent as possible. External influences by hackers, for example, are always possible and can lead to distorted data. Hadleyshop.com is not liable for such disrupted data.

4. Hadleyshop.com shall not be liable for damages of any kind due to Hadleyshop.com having relied on incorrect and/or incomplete data provided by the customer.

5. The colours shown on the customer's screen can differ from the actual colours of the product. Hadleyshop.com is not liable for such colour deviations.

6. If Hadleyshop.com has credited the price for the product because the customer claims that the product is defective, Hadleyshop.com can never be held liable for any damage suffered by the customer due to the fact that the customer nevertheless used and/or assembled the product.

7. Hadleyshop.com is not liable for any accidents with or because of the product or damage to the product due to e.g. wrong or inexpert use, use contrary to the instructions for use or because the product has been assembled incorrectly by the customer or by a third party engaged by the customer.

8. Hadleyshop.com assumes no liability for damages and/or fines due to traffic violations directly, or indirectly due to the use of the product. Certain products are not legally allowed on public roads. The use of products that are officially not allowed to be used on public roads is entirely at the risk of the customer.

9. Hadleyshop.com is not liable for damages, such as personal injury, death, property damage or damage to third parties, resulting from the use of the product. The customer is at all times responsible for ensuring that he and/or a third party handles the product carefully and that the product is assembled and used correctly and safely. Use of the product is entirely at the customer's risk.

10. Hadleyshop.com cannot be held liable for any damage caused during assembly to the product and/or to the vehicle to which the product is assembled.

11. Hadleyshop.com cannot be held liable for any damage caused because the vehicle to which the product is mounted has come to a standstill due to the (power) consumption of the product.

12. Hadleyshop.com cannot be held liable for any damage caused by the customer having mounted the product on a vehicle for which the product is not intended.

13. If the customer or a third party makes changes to the product, Hadleyshop.com excludes all liability with regard to the operation and possible (consequential) damage.

14. Hadleyshop.com is not liable for damage of any kind arising from or due to deviations from and/or defects in the vehicle to which the product is fitted.
15. Hadleyshop.com shall not be liable for mutilation or loss of data resulting from transmission of the data using telecommunication facilities.
16. Hadleyshop.com accepts no liability to the customer for indirect or consequential damages, including (but not limited to) loss of data, loss of profits, turnover or lost savings.
17. Should Hadleyshop.com be liable for any damage, Hadleyshop.com's liability shall be limited to the amount paid out by Hadleyshop.com's insurer. If in any case the insurer does not pay out or the damage is not covered by the insurance, the liability of Hadleyshop.com shall be limited to the amount paid by the customer for the product.
18. The limitations of liability for direct damage contained in these general terms and conditions shall not apply if the damage is due to intent or deliberate recklessness on the part of Hadleyshop.com or its subordinates.

Article 16. Force majeure

1. Hadleyshop.com shall not be held to fulfil one or more obligations under the agreement or to pay damages if there is force majeure. Force majeure includes, among other things: a non-attributable failure of third parties, virus infection and computer breach by third parties, traffic disruption, weather conditions, internet failure, power failure, fire, theft, government measures, as well as any other situation on which Hadleyshop.com cannot exercise (decisive) control.
2. If Hadleyshop.com knows or suspects that it is unable to deliver the order (partly) on time due to force majeure, Hadleyshop.com shall inform the customer as soon as possible by e-mail.

Article 17. Customer service and complaints

1. Hadleyshop.com has a complaints procedure and shall handle complaints in accordance with this complaints procedure.
2. For questions about the order or submitting a complaint, the customer can contact Hadleyshop.com's customer service. Hadleyshop.com's customer service can be reached in the following ways:
via telephone: +31 (0)23 8 48 343
via e-mail: info@Hadleyshop.com
3. If possible, queries made by telephone will be answered immediately. If this is not possible, the customer will be informed within which time period the customer can expect an answer.
4. If a question and/or complaint submitted via e-mail that cannot be answered immediately, a confirmation of receipt will be sent to the customer stating within which time period the customer can expect an answer.
5. Complaints will be dealt with by Hadleyshop.com in any case within 30 days.
6. Complaints about the execution of the agreement must be submitted to the entrepreneur within 7 days fully and clearly described, after the consumer has found the defects.
7. Complaints submitted to the entrepreneur shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
8. If the complaint cannot be solved by mutual agreement, a dispute arises which is subject to the dispute settlement procedure.
9. For complaints, a consumer should first turn to the entrepreneur. If the web shop is affiliated with Stichting WebwinkelKeur and complaints cannot be resolved by mutual agreement, the consumer should contact Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. Check whether this webshop has a current membership via <https://www.webwinkelkeur.nl/leden/>. If there is still no solution, the consumer has the possibility to have his complaint handled by the independent dispute committee appointed by Stichting WebwinkelKeur, the decision is binding and both entrepreneur and consumer agree to this binding decision. Submitting a dispute to this dispute committee involves costs that have to be paid by the consumer to the committee concerned. It is also possible to submit complaints

via the European ODR platform (<http://ec.europa.eu/odr>).

10. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

11. If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

Article 18. Disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions apply, only Dutch law applies. Also if the consumer resides abroad.

2. The Vienna Sales Convention does not apply.

Article 19. Privacy

1. Hadleyshop.com processes personal data in accordance with the Data Protection Act.

2. The full privacy statement (update September 10, 2022) of Hadleyshop.com can be found here: <https://www.Hadleyshop.com/privacy-statement-hadleyshop>

Article 20. Intellectual property rights

1. The customer shall fully and unconditionally respect all intellectual property rights vested in the products supplied by Hadleyshop.com.

2. Without prior written or electronic consent of Hadleyshop.com, the customer is not allowed to copy, forward, distribute, reproduce or publish information, texts, logos, brands, trade names and images obtained through the website.

Article 21. Security and internet

20. Hadleyshop.com shall take appropriate security measures to protect the website against the risks of unauthorised access to or modification, destruction or loss of the data entered by the customer through the website.

Article 22. Applicable law and competent court

1. All rights, obligations, offers and agreements to which these general terms and conditions apply are exclusively governed by Dutch law.

2. All disputes between the customer and Hadleyshop.com shall be submitted to the competent court in the district where Hadleyshop.com is located. The customer has 1 month after Hadleyshop.com has invoked this clause in writing towards the customer, to choose for settlement of the dispute before the court which is competent according to the law.