

# Terms and Conditions Hadleyshop.com

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## Article 1. Definitions

1. In these terms and conditions, the following terms shall have the following meanings, unless explicitly stated otherwise or the context indicates otherwise:
  - **Hadleyshop.com**: the user of these terms and conditions: Swell Stock Trading BV, operating under the name "Hadleyshop.com", with its registered office at Izaak Enschedeweg 50, Haarlem, registered with the Chamber of Commerce under number 58.98.95.60;
  - **Agreement**: the agreement concluded via the website;
  - **Customer**: the natural person acting for purposes outside his trade, business, or profession, who enters into an agreement with Hadleyshop.com through the website;
  - **Product**: the product offered by Hadleyshop.com via the website;
  - **Website**: the website [www.hadleyshop.com](http://www.hadleyshop.com) managed by Hadleyshop.com.

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## Article 2. General

1. These general terms and conditions apply to every agreement between Hadleyshop.com and the customer that is concluded via the website.
2. Any deviations from these terms and conditions are only valid if agreed upon in writing or via email.
3. If any provision of these terms and conditions is found to be invalid or void, the remaining provisions will remain in full force. The void or invalid provisions will be replaced by Hadleyshop.com in a manner that aligns as closely as possible with the original intent.

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## Article 3. Offer

1. Offers are non-binding.
2. The offer on Hadleyshop.com is valid while supplies last.
3. Offers do not automatically apply to future agreements.
4. Obvious mistakes or errors in the offer do not bind Hadleyshop.com.
5. The product range on the website may change.

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## Article 4. Website

1. Hadleyshop.com does not guarantee that the website will function without interruption or errors, nor that all errors will be corrected.
2. Hadleyshop.com reserves the right to make changes to the website at any time.

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## Article 5. Usage Terms

1. The customer must act as a responsible internet user when using the website.
2. The customer is not allowed to bypass or hack the website's security applications.
3. The customer must not use the website in a way that could disrupt the functioning of

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## Article 6. Prices and Shipping Costs

1. All prices on the website include VAT, excluding shipping costs and any applicable import duties.
2. The exact shipping costs will be displayed before order confirmation.
3. Hadleyshop.com reserves the right to adjust its prices periodically.

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## Article 7. Formation of the Agreement

1. The agreement is concluded once the customer completes the entire ordering process and clicks the "Order with payment obligation" button.
2. The agreement can only be finalized if the customer has agreed to these terms and conditions.
3. After the order is placed, Hadleyshop.com will promptly send an order confirmation via email. If the customer does not receive a confirmation email, they should contact Hadleyshop.com's customer service.

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## Article 8. Payment

1. The following payment options are available via Payment Service Providers Pay.nl and Multisafepay:
  - iDEAL
  - Riverty (pay after delivery via IBAN transfer to Riverty)
  - Credit card (Mastercard and Visa)
  - PayPal
  - Bancontact
  - EPS
  - Bank transfer (prepayment via IBAN transfer to Hadleyshop.com)
  - On account (only if agreed upon with Hadleyshop.com, payment due within 14 days of invoice date)

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## Article 9. Delivery and Delivery Time

1. Products are shipped to the address provided by the customer. If the customer wishes to change their delivery address, they must notify Hadleyshop.com within 24 hours after placing the order via email.
2. The specified delivery time is not a strict deadline.
3. If Hadleyshop.com is unable to deliver the product within 30 days of the order, the customer will be informed via phone or email. The customer then has the right to cancel the order free of charge unless a longer delivery time was explicitly agreed upon. If canceled, any payments made will be refunded within 14 days.
4. The risk of the product passes to the customer upon receipt of the product.
5. The customer is responsible for any import duties, customs procedures, and taxes related to the product.
6. If a product has not been delivered within the expected time frame, the customer must contact Hadleyshop.com's customer service.
7. If Hadleyshop.com has mistakenly shipped the wrong product, the customer should

contact customer service. The correct product will be shipped as soon as possible.

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## Article 10. Installation

1. Hadleyshop.com does not install products.
2. The customer is responsible for ensuring that the product is installed correctly and safely, following any technical instructions provided or by hiring a qualified professional.

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## Article 11. Customer Obligations

1. The customer is solely responsible for complying with all applicable laws and regulations related to owning and using the product in their country.
2. All information provided by Hadleyshop.com regarding product suitability and usage is for informational purposes only and does not exempt the customer from performing their own checks and tests.

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## Article 12. Right of Withdrawal

1. The customer has the right to withdraw from the agreement within **14 days** without providing a reason. The withdrawal period starts when the customer receives the entire order.
2. If the customer wishes to exercise their right of withdrawal, they must inform Hadleyshop.com within 14 days of receiving the order. A withdrawal form will be provided.
3. After notifying Hadleyshop.com, the customer must return the product within **14 days**, unused, undamaged, and in its original packaging where possible.
4. If the returned product is damaged, incomplete, or used, this will be deducted from the refund amount.
5. The **customer bears the cost of return shipping**.
6. The **risk of the return shipment lies with the customer**.
7. If the product is defective upon arrival, Hadleyshop.com will either replace it or issue a full refund. The defect must be reported to [info@hadleyshop.com](mailto:info@hadleyshop.com), and a return label will be provided.
8. Refunds (purchase price + initial shipping costs) will be processed within **14 days** after Hadleyshop.com receives the returned product.

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## Article 13. Return Address

Products must be returned to:

**Hadleyshop.com**  
Izaak Enschedeweg 50  
2031 CS Haarlem  
Netherlands

## Article 14. Conformity

1. Hadleyshop.com guarantees that the products comply with the agreement, the

- specifications stated in the offer, the reasonable requirements of reliability and usability, and any legal provisions and/or government regulations applicable at the time the agreement was concluded.
2. If the delivered product does not comply with the agreement, the customer must contact Hadleyshop.com's customer service within **two months** of discovering the defect.
  3. If the customer proves that the product was defective at the time of delivery, Hadleyshop.com will either refund the purchase amount or, if the customer prefers, send a replacement product. Hadleyshop.com's liability is always limited to what is described in **Article 15**.
  4. To determine whether a product is defective, Hadleyshop.com may request the customer to return the product at Hadleyshop.com's expense for inspection.
  5. If Hadleyshop.com's investigation determines that the defect or damage was caused by:
    - **Improper or incorrect use**
    - **Failure to follow installation instructions**
    - **Unauthorized modifications to the product**
    - **Attachments or components that should not have been installed**
    - **Use on an unsuitable vehicle type**
    - **External factors beyond Hadleyshop.com's control**the complaint will not be processed, and Hadleyshop.com will not be liable for damages or product defects.

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## Article 15. Liability

1. The information and services on the website may contain technical inaccuracies or typographical errors. Hadleyshop.com is not liable for such errors.
2. Website functionality may be interrupted due to maintenance or malfunctions. Hadleyshop.com is not responsible for damages resulting from temporary website unavailability.
3. Hadleyshop.com does not guarantee that all website information is accurate at all times. While Hadleyshop.com strives for accuracy, external factors (such as hacking) may affect data integrity. Hadleyshop.com is not liable for any resulting inaccuracies.
4. Hadleyshop.com is not responsible for damages caused by reliance on incorrect or incomplete information provided by the customer.
5. The colors shown on the customer's screen may differ from actual product colors. Hadleyshop.com is not liable for such discrepancies.
6. If Hadleyshop.com refunds a product because of an alleged defect, Hadleyshop.com is not liable for any damages if the customer **still installs or uses the product**.
7. Hadleyshop.com is not liable for accidents, injuries, or damages caused by improper use, incorrect installation, or failure to follow instructions.
8. Hadleyshop.com is not responsible for **traffic violations** resulting from product use. Certain products are **not legally allowed on public roads**, and their use is entirely at the customer's own risk.
9. Hadleyshop.com is not liable for **physical injuries, death, material damage, or third-party damages** caused by product use. The customer is responsible for **safe and correct installation**.
10. Hadleyshop.com is not responsible for vehicle breakdowns caused by the product's power consumption.
11. Hadleyshop.com is not liable if the customer installs the product on a **vehicle for which it was not designed**.

12. If the customer modifies the product, Hadleyshop.com **excludes all liability** for damages or malfunctions.
13. Hadleyshop.com is not liable for **loss or corruption of data** due to digital transmission issues.
14. Hadleyshop.com accepts no liability for **indirect or consequential damages**, including (but not limited to) data loss, lost profits, lost revenue, or missed savings.
15. If Hadleyshop.com is found liable for any damages, the liability is limited to:
  - **The insurance payout from Hadleyshop.com's insurer**, or
  - **The total amount paid by the customer for the product**, if no insurance payout occurs.
16. These liability limitations do **not apply** if Hadleyshop.com's actions were intentional or due to gross negligence.

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## Article 16. Force Majeure

1. Hadleyshop.com is **not liable** for failure to fulfill contractual obligations in cases of **force majeure**, including but not limited to:
  - Supplier failures
  - Cyberattacks or security breaches
  - Internet, transport, or power disruptions
  - Government actions, fires, theft, or extreme weather conditions
  - Any event beyond Hadleyshop.com's control
2. If Hadleyshop.com **expects** a delay due to force majeure, the customer will be notified via email as soon as possible.

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## Article 17. Customer Service and Complaints

1. Hadleyshop.com has a complaints procedure and handles complaints according to this procedure.
2. For questions or complaints, customers can contact Hadleyshop.com's customer service via:
  - **Phone:** +31 (0)23 8 48 343
  - **Email:** [info@hadleyshop.com](mailto:info@hadleyshop.com)
3. If possible, Hadleyshop.com answers phone inquiries immediately. If further investigation is needed, the customer will be informed of a response timeframe.
4. Email complaints will receive an **acknowledgment of receipt** along with an estimated resolution time.
5. Complaints are processed within **30 days**.
6. Complaints about order execution must be reported **within 7 days** after discovery.
7. Hadleyshop.com is a member of **Stichting WebwinkelKeur**. If a complaint is unresolved, customers can submit disputes to **WebwinkelKeur's independent dispute resolution body**. This decision is binding for both parties.
8. Complaints do not suspend the customer's payment obligation unless Hadleyshop.com confirms otherwise.
9. If a complaint is found valid, Hadleyshop.com will either:
  - **Replace or repair the product free of charge**, or
  - **Refund the purchase amount**.

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## Article 18. Disputes

1. Agreements between Hadleyshop.com and the customer are **exclusively governed by Dutch law**, even if the customer resides outside the Netherlands.
  2. The **Vienna Sales Convention (CISG)** does **not** apply.
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## Article 19. Privacy

1. Hadleyshop.com processes personal data in compliance with the **General Data Protection Regulation (GDPR)**.
  2. The **full privacy statement** of Hadleyshop.com can be found here: **[Insert privacy policy link]**.
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## Article 20. Intellectual Property Rights

1. The customer must **fully respect** Hadleyshop.com's intellectual property rights related to the products.
  2. Without **prior written permission**, the customer may **not** copy, distribute, reproduce, publish, or forward any:
    - Information
    - Texts
    - Logos
    - Trademarks
    - Trade names
    - Images
    - Audio filesobtained from the website.
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## Article 21. Security and Internet

1. Hadleyshop.com takes **appropriate security measures** to protect the website against:
    - Unauthorized access
    - Alterations
    - Destruction
    - Loss of customer data
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## Article 22. Governing Law and Competent Court

1. All rights, obligations, offers, and agreements related to these terms and conditions are **exclusively governed by Dutch law**.
2. All disputes will be submitted to the **competent court in the district where Hadleyshop.com is registered**.
3. The customer has **one month** after Hadleyshop.com invokes this clause to choose another **legally competent** court.