



## Terms and Conditions

### Terms and Conditions for consumer sales

#### Company:

- Yourshape Composites Kvk: 59087218
- Dutchfoils\* (part of Yourshape Composites)

#### 1. Applicability

1. These terms and conditions apply on every offer and agreement between Yourshape Composites and the consumer.
2. With placing an order, the consumer demonstrates that he has taken note of- and agrees with- these terms and conditions.

#### 2. Agreement and production- order

1. The agreement is concluded by acceptance and payment of the offer of Yourshape Composites by the consumer.
2. An agreement can be negotiated (electronically/ internet) on distance. The same rules apply for agreements on distance.
3. In case of a production-order, the consumer pays a deposit of 30 % for material costs, unless otherwise agreed. The deposit should be credited within 14 days to the Yourshape Composites account.

#### 3. Payment

1. All payments should be credited to the Yourshape Composites account prior to delivery.
2. Unless otherwise agreed, the payment should be credited to the Yourshape Composites account within 14 days after confirmation of the agreement or the production- order by Yourshape Composites.
3. In case of non- payment by the consumer, Yourshape Composites has the right to charge the reasonable costs incurred.



#### **4. Delivery**

1. Yourshape Composites determines the transport service for delivery, unless otherwise agreed.
2. Delivery takes place within the agreed deadline.
3. In the event that it is not possible to provide on the agreed deadline, Yourshape Composites informs the consumer and makes every offer to yet deliver as soon as possible.
4. The consumer pays the delivery costs.
5. The risk of damage and loss is for Yourshape Composites until the moment of delivery to the consumer, unless there is gross negligence or carelessness of the transport service.
6. Pick up at the address of Yourshape Composites is possible after appointment and payment.

#### **5. Recall and return**

1. The consumer has the possibility to recall the agreement on distance within 14 days after receiving the product. In the event of a recall, the consumer informs Yourshape Composites prior to returning the product.
2. The consumer pays the costs of returning the product.
3. In the event of a recall and return of the product by the consumer, Yourshape Composites will credit the purchase amount within 30 days after receiving the product to the consumers account.
4. During this period the consumer is very careful with the product and the package and ensures that damage does not occur. The consumer will unpack or use the product only as needed to review whether he likes to keep the product or not.
5. In the event the consumer recalls the agreement, he will return the product to Yourshape Composites with all associated accessories and - if reasonable possible- in the original package.
6. Only un-damaged products without traces of use will be taken back.

#### **6. Conformation and Warranty**

1. Yourshape Composites guarantees that the product complies with the agreement.
  2. Yourshape Composites gives a 12 month warranty on all products.
  3. Yourshape Composites guarantees that all products are free of any defects and comply with the usual requirements and standards that can reasonably be made.
- In the event that a product does not comply with these guarantees, Yourshape Composites shall repair cost free, or if repair is not possible, replace the product within a reasonable deadline after receiving the product.



4. In case of replacement, the consumer undertakes to return the product and to provide the ownership of the product back to Yourshape Composites.
5. The warranty does not apply when the defect is caused as a result of improper use or when the consumer or third parties, have made changes to the product.

### **7. Liability**

1. In the undesirable event of a defect in the product, the liability of Yourshape Composites is limited to what is covered in *title 6. Confirmation and Warranty*.
2. Kitesurfing involves inherent risks, dangers and hazards. In using a Yourshape Composites or Dutchfoils product, you freely agree to assume and accept any and all known and unknown risks of injury to you and to third parties while using this equipment. Yourshape Composites is not responsible for any injury caused by using a Yourshape Composites or Dutchfoils product.

### **8. Applicable law**

1. On Agreements between Yourshape Composites and the consumer to which these Terms and Conditions relate, exclusively Dutch law is applicable.
2. You can find these Terms and Conditions at the website of Yourshape Composites and Dutchfoils: [www.yourshapecomposites.com](http://www.yourshapecomposites.com) and [www.dutchfoils.com](http://www.dutchfoils.com)
3. In case of explanation of the content and scope of these Terms and Conditions, the Dutch text shall prevail.
4. Applicable is the latest published version of these Terms and Conditions valid at the time of conclusion of the agreement.

### **9. Privacy**

1. Consumer data will only be used by Yourshape Composites and not for promotional purposes by third parties.

\* Where we speak of Yourshape Composites, Dutchfoils is included.