

**Article 1. General**

1.1 Compositesplaza.com E-store is Compositesplaza bv's online shop for a large collection of materials that are used in the composites world. This concerns reinforcement materials as well as resins and tools, which can be visited via [www.compositesplaza.com](http://www.compositesplaza.com).

1.2 These General Terms and Conditions (hereinafter "the Terms and Conditions") which relate to the internet activities of Compositesplaza bv, are in accordance with the General Terms and Conditions for Home Shopping and the Code of Conduct for the Dutch Home Shopping Organisation's Home Shopping Guarantee, drawn up in collaboration with the Consumers Association. These terms and conditions and the code of conduct can be inspected on the website [www.thuiswinkelwaarborg.nl](http://www.thuiswinkelwaarborg.nl).

**Article 2. Application**

2.1 These General Terms and Conditions of Sale and delivery shall apply to all offers, orders and agreements made by Compositesplaza bv (hereinafter "Compositesplaza.com"), to the exclusion of all other General Terms and Conditions.

2.2 The acceptance of an offer or the placing of an order shall entail acceptance of the application of these terms and conditions.

2.3 The requirements of these Terms and Conditions may be deviated from only if confirmed in writing, in which case the remaining stipulations shall continue unabated in force.

2.4 All entitlements and claims imposed for the benefit of Compositesplaza.com E-store in these Terms and Conditions and any subsequent agreements shall equally be imposed for the benefit of intermediaries and other third parties engaged by Compositesplaza.com E-store.

**Article 3. Offers and agreements**

3.1 All offers made by Compositesplaza.com E-store shall be without obligation, and Compositesplaza.com E-store expressly reserve the right to amend prices, in particular when this is necessitated by legal and other requirements. All offers are subject to availability. We reserve the right to introduce price changes and changes to products and/or ranges at any time.

3.2 An agreement will come into force only following acceptance of your order by Compositesplaza.com E-store. Compositesplaza.com E-store shall be entitled to reject any order or to attach conditions to the delivery, unless expressly determined to the contrary. Where an order is not accepted, Compositesplaza.com E-store will notify you of this within ten (10) days of receipt of the order.

3.3 This agreement contains all agreements made between you and Compositesplaza.com E-store, and shall replace all other agreements, arrangements and/or contracts made between you and Compositesplaza.com E-store.

**Article 4. Prices and payments**

4.1 The stated prices for the products and services on offer are in Euros, including VAT and excluding handling and shipment charges, any taxes or other levies, unless otherwise specified or agreed in writing.

4.2 Payment may be by any of the methods indicated during the ordering process. Additional conditions in relation to orders or payment may be attached to a customer's order. Following the placing of an order you will receive immediate confirmation by e-mail, stating the total costs, including shipment charges. Payment will be in full, in advance, in all cases. Payment is possible:

a) Directly, online, by means of a credit card (Mastercard, Visa, American Express) or Paypal. No additional charges will be made for online payments.

b) iDeal: If you bank online with ABN AMRO, Fortis, ING, Rabobank or SNS bank, you can pay electronically for your order in a safe manner via our website. Electronic payment via the Internet is comparable with a PIN payment in a shop. Once you have placed your order, select iDEAL as the payment method. A screen will open where you can select your online bank. Then simply use your usual procedure for internet banking payments. In principle the payment will be processed on the same working day. For further information please click on: [www.iDeal.nl](http://www.iDeal.nl).

Payments made by the specified methods will be processed via the Multisafepay Internet till.

c) Pay Per Mail: Our payment partner Multisafepay will send a confirmation e-mail on behalf of Compositesplaza.com E-store, including a direct link to our webshop payment page. You can then complete your payment at any time you wish, by clicking on a link in the above-mentioned e-mail. Payment will be via iDeal or credit card.

The option to pay using iDeal is currently only available within the Netherlands, however payment by credit card is possible from any of the countries we deliver to.

4.3 Compositesplaza.com E-store may extend the payment options in future. Other payment methods will be announced via the internet site.

4.4 In the event that a credit card payment method is selected, the terms and conditions of the relevant card issuer will apply. Compositesplaza.com E-store is not a party to the relationship between you and the card issuer.

4.5 Where the prices for the products and services on offer rise in the period between the placing of the order and its completion, you will be entitled to cancel the order or to dissolve the agreement within ten (10) days following the notification of the price increase by Compositesplaza.com E-store.

**Article 5. Delivery**

5.1 Compositesplaza.com E-store aim to deliver ordered goods within 1-9 working days (depending which country) on receipt of payment. However there is no obligation on Compositesplaza.com E-store in this regard.

5.2 The latest delivery period is 10 working days following receipt payment, except where the delay cannot be attributed to Compositesplaza.com E-store. The despatch of your order will be confirmed by e-mail as soon as it goes out. If you have not received your order within a reasonable time, we would request that you notify us of this immediately by e-mail, and at the latest within 10 working days. No claim submitted after this period will be considered.

5.3 Where a delivery is delayed, whether because items are out of stock, temporarily or permanently, or for any other reason, or where an order can not be completed or can only be completed in part, then you will be notified accordingly within seven (7) days after the placing of the order. In that case you will be entitled to cancel the order without charge. In these circumstances Compositesplaza.com E-store will arrange for a refund to be made.

5.4 Articles are shipped via DPD pakketservice or DB Schenker when payment is received. 5.5 We reserve the right to introduce changes to quality, colour, pattern or pattern size, finish type, text and/or prices.

**Article 6. Retention of title**

6.1 Property in the products supplied shall pass to the purchaser only when all liabilities created by virtue of any agreement with Compositesplaza.com E-store have been discharged. Risk in the products shall pass to the purchaser immediately at the time of delivery.

**Article 7. Intellectual and industrial property rights**

7.1 You are obligated to respect all intellectual and industrial property rights associated with products supplied by Compositesplaza.com E-store, in full and unconditionally.

7.2 Compositesplaza.com E-store do not guarantee that the products supplied to you do not breach any third party intellectual and/or industrial property rights, whether recorded in writing or not.

**Article 8. Claims and liability**

8.1 It is your obligation to investigate on delivery whether the products comply with the agreement. Where this is not the case, you should notify Compositesplaza.com E-store in writing, stating reasons, as speedily as possible and in any event within seven (7) days following delivery, or in any case once detection was reasonably possible.

8.2 Where for whatever reason you do not wish to take delivery of items, then you shall be entitled to return these to Compositesplaza.com E-store within fourteen (14) days of

delivery. Return consignments will only be accepted in these circumstances where the articles are returned unused, in the original packaging and with the original labels attached. The articles should be returned, unstamped to:

**Compositesplaza bv/E-store**

Horstlandendpark 2a  
5709 MB Helmond  
the Netherlands

When the returned items are received in good order, Compositesplaza.com E-store will transfer the relevant amount to you within 30 days.

**Article 9. Orders/communication**

9.1 Compositesplaza.com E-store shall not be liable for misunderstandings, misinterpretations, delays or failures properly to communicate orders or notifications resulting from the use of the Internet or any other means of communication during communications between yourself and Compositesplaza.com E-store, or between Compositesplaza.com E-store and any third party, to the extent that these relate to the relationship between yourself and Compositesplaza.com E-store, except and to the extent that there are intentional acts or negligence on the part of Compositesplaza.com E-store.

**Article 10. Force majeure**

10.1 In the case of force majeure, Compositesplaza.com E-store shall be entitled, at their option, to suspend the completion of a customer's order, or to dissolve the agreement without any requirement for judicial intervention, by notifying the customer accordingly in writing, and without any liability on the part of Compositesplaza.com E-store to pay compensation for damages, unless in the circumstances this would be unacceptable, given the normal standards of fairness and reasonability.

10.2 Force majeure shall be taken to mean any circumstance independent of Compositesplaza.com E-store's volition, whereby their compliance with their obligations towards the customer is impeded, whether in whole or in part. These circumstances shall be taken to include strikes, fire, disturbances to operations, energy supply failures, delayed or missed deliveries on the part of suppliers or other third parties engaged by Compositesplaza.com E-store, and the lack of any permit required to be obtained from government agencies. Force majeure shall also be taken to include faults in any telecommunications or other network or connection or any communications systems used, and/or the unavailability of the internet site at any time.

**Article 11. Personal information**

11.1 Compositesplaza.com E-store will process your details exclusively in accordance with our privacy policy. The internet site includes an extensive Privacy Statement.

11.2 Compositesplaza.com E-store will thereby take account of applicable privacy legislation and regulation.

**Article 12. Miscellaneous**

12.1 Where you provide Compositesplaza.com E-store with an address in writing, then Compositesplaza.com E-store shall be entitled to ship all orders to that address, except where you provide Compositesplaza.com E-store in writing with another address to which your orders should be shipped.

12.2 In the event that Compositesplaza.com E-store tolerate deviations from these Terms and Conditions, whether for a short or longer period and whether tacitly or otherwise, that shall be without prejudice to their entitlement to require immediate and strict compliance with these Terms and Conditions. You may in no circumstances derive any entitlement on the grounds of lenient application of these Terms and Conditions by Compositesplaza.com E-store.

12.3 Where one or more of the stipulations of these Terms and Conditions or any other agreement made with Compositesplaza.com E-store are in conflict with any applicable legal requirement, then the stipulation(s) in question shall lapse and shall be replaced with a legally permissible new stipulation to be determined by Compositesplaza.com E-store.

12.4 Compositesplaza.com E-store shall be entitled to engage third parties in the completion of your order(s).

**Article 13. Applicable law and competent court**

13.1 The Law of the Netherlands shall apply exclusively to all offers, orders, agreements, entitlements and obligations to which these Terms and Conditions apply, as well as to these Terms and Conditions themselves.

13.2 All disputes between the parties shall be brought exclusively before the appropriately authorised and competent court in the Netherlands.

Questions, complaints and observations: If, having read through them, you have any complaints, questions or observations about these Terms and Conditions, please do not hesitate to contact us in writing or by e-mail.

**Compositesplaza bv/E-store**

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5709 MB Helmond  
the Netherlands

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