

General Delivery Terms of Sigma Benelux BV

Article 1 - Definitions

These terms relate to:

remote purchasing: a system of remote purchasing or service provision organised by the vendor or service provider in which, until the conclusion of the contract, exclusive use is made of one or more remote techniques of communication

1. contract: each contract relates to remote purchasing.
2. remote method of communication: a method that can be used, without personal attendance of parties, for agreeing a contract remotely;
3. professional: the vendor of goods or service provider, being an authorised individual representative or an expert;
4. consumer: the purchaser of goods or recipient of services, being an authorised person who does not trade in the carrying out of a profession;
5. client: the purchaser of goods, consumer and professional.
6. offer: each offer of goods and/or services, including the application terms, such as those offered to the consumer by Sigma Benelux BV in its catalogues, brochures and similar.
7. price: the price of the goods or service on offer, exclusive of accompanying costs, such as are stated and stipulated separately;
8. approval period: the period of time in which the consumer can take advantage of their right to return;

Article 2 - Identity

Sigma Benelux BV; statutorily registered at Overijsselhaven 143; 3433PH in Nieuwegein.
Utrecht Chamber of Commerce: 30101250; VAT register: NL8004.83.066B01

Article 3 - General delivery terms

1. Timely - before the remote contract is agreed – reference to the online text of the General Delivery Terms of Sigma Benelux BV.
2. The general delivery terms apply to all contact between Sigma Benelux BV and the client, regardless of the method of communication used.
3. Any deviations from the stipulations of these general delivery terms must be put in writing. In the event of a lack of written documentation, deviations may be proven by parties via all legal means.

Article 4 – The offer

The goods and/or services on offer are clearly and accurately pictured and/ or described as fully as reasonably required and in such a way that the commercial branding must be clearly shown. Should there be a limited period of validity for the offer, then this limitation will be clearly stated.

1. Each offer must contain as much information as is necessary, so that it is clear to the client what rights and obligations they are bound to at the commencement of the offer. This particularly relates to the price, the right to return, the method of payment, the minimum term of the remote contract, postage costs and general conditions.

2. If Sigma Benelux BV is obliged to offer the client the option to extend or to pay in instalments, then the terms under which this takes place in the offer will be stated.
3. If Benelux BV is obliged to offer the client the option to contact the via a remote communication technology other than at the basic tariff, then the cost of this shall be stated in the offer.
4. Offers made via advertisement and internet are free of obligation and valid for as long as the product is in stock at Sigma Benelux BV.

Article 5 - Approval period

1. The offer has an approval period of seven working days, commencing on the day following receipt by the consumer. The approval period does not apply to professionals.
2. During the approval period the consumer has the right to return, in which they have the right, without any obligation on their part, other than reimbursement of the direct return postage costs, to return the received goods.
3. Limits or exceptions to the approval period – based on the specific nature of the goods sold by us are:
 - a. All articles, apparatus and accessories must be undamaged, packaging in a decent state, etc.
No right to dissolution
 - a. of cases in which the price is linked to fluctuation in the financial market, over which the vendor has no influence;
 - b. of cases in which:
 1. there are contractual specifications by the purchaser
 2. are clearly personal in nature
 3. by their very nature cannot be returned
 4. there is quick decay or aging.
 - c. Goods that are damaged, destroyed or made otherwise un-saleable will not be taken back.
4. The consumer can only use the approval period in the way in which is stated by Sigma Benelux BV in the offer and/ or by delivery.
5. The purchase price will be credited when returning articles purchased via the website.

Article 6 - Establishment of the contract

1. Regardless of that stipulated in the third part, the contract of sale and purchase commences at the moment of accepting the offer and meeting the terms set therein.
2. The application of an approval period by the consumer applies as an unbinding term.
3. Sigma Benelux BV is free to insist on the legal stipulations of sale upon trial and to ascribe to the approval period of postponed working.
4. If the consumer has paid an amount in advance and if the contract to which the advance payment applies has not yet commenced or is dissolved in line with part 2, then repayment shall take place as soon as possible within thirty days.

5. Sigma Benelux BV will take the appropriate technical and organisational measures to secure the electronic transfer of personal information and in particular, payments.
6. Sigma Benelux BV can, within the legal framework, seek information as to whether the person placing an order or requesting its services is able to meet the payment obligations, as well as the facts and factors which are of importance for responsible commencement of the remote contract. Sigma Benelux BV may reject an order or request or attach special terms to this.
7. Sigma Benelux BV shall make available to the consumer the information stipulated in article 4, parts 2, 3 and 4 in a timely way, before the implementation of the contract.
8. Sigma Benelux BV shall also - by the time of implementation of the contract – provide the consumer with the following information:
 - a) written terms under which, and in which way, the consumer can make use of the right to return, or information as to where this can be found on the website.
 - b) the geographical address of the location of Sigma Benelux BV where the consumer can register a complaint;
 - c) information about existing after-sales service and commercial guarantees.

Article 7 - The price

1. During the stated term, the prices of the goods and/ or services on offer shall not increase, such as according to price increases resulting from change in the rate of VAT, asset fluctuation and trade prices. Contrary to that stipulated in the previous sentence, it is possible that, if the nature of the article attracts this, there may be variable prices. In that case this, and the fact that any stated prices are recommended prices, will be stated.
2. Price increases following the establishment of the contract are not permitted unless:
 - a) the price increase results from legal rulings or stipulations.

Article 8 - Conformity

Sigma Benelux BV ensures that the goods and/or services meet the specifications stated in the offer, meet the reasonable requirements of quality and/ or usability and do not conflict with the existing legal stipulations and government regulations at the date of commencement of the contract.

Article 9 - Guarantee

1. Any ruling offered by Sigma Benelux BV as a guarantee does not affect consumer rights towards Sigma Benelux BV and is valid based on the law and on the remote contract.

Article 10 – The order

1. Supply of goods and/or service will only be carried out following clear ordering, unless otherwise agreed between Sigma Benelux BV and the consumer.

Article 11 – Carrying out the order

1. Sigma Benelux BV will take the greatest care in receiving and implementation of orders of goods and in the judgment of requests for service provision.
2. Place of delivery will be the residential address of the consumer as last given to Sigma Benelux BV, unless otherwise agree.
3. With regard to that stated in article 4 of these general delivery terms, Sigma Benelux BV shall carry out accepted orders with due speed and within 30 days, unless otherwise agreed. If orders are (temporarily) out of stock, or are delayed for other reasons, or if an order can only be carry out in part, the consumer will be informed of this within one month of the order being made. In which case the consumer has the right to cancel the order without incurring any costs. The purchase price will be credited for article purchased via the website.
4. If supply of an ordered item seems impossible, Sigma Benelux BV shall take all reasonable and fair measures to replace this with an alternative item. Finally, it will be stated clearly and understandably at the time of delivery that a replacement item has been supplied. The approval period still applies to replacement articles. The costs of return postage shall be incurred by Sigma Benelux BV.
5. The risk of damage and/or loss of goods is for Sigma Benelux BV until the moment of arrival, unless otherwise agreed.

Article 12 - Payment

1. Payment takes place as stated by Sigma Benelux BV, namely in advance via direct payment or BACS or into a Sigma Benelux BV bank or postal account;
The consumer is obliged to immediately report any errors in their information to Sigma Benelux BV.
2. In the event of default on the part of the consumer, Sigma Benelux BV has, according to legal stipulations, the right to charge to the consumer any reasonable costs incurred and made know to the consumer at the start.
3. The client is not permitted to reduce any amount payable to Sigma Benelux BV in any way by using their own counter-claim, nor are they authorised to defer payment based on a complaint about supplied goods.
4. Prices are stated in Euros

Article 13 - Disputes

1. Dutch law applies exclusively to contracts to which these general delivery terms apply between Sigma Benelux BV and the consumer.

Article 14 -Liabilities

1. Sigma Benelux BV is not liable towards the client for any damage unless this can be shown to be deliberate or caused by serious error or serious negligence by Sigma Benelux BV
2. Liability relating to company and/or stasis damages is expressly ruled out.

Article 15 – Final clause

1. Dutch law likewise applies in cases for which these Sigma Benelux BV general delivery terms do not provide.
2. In the event and in so far that any part, as the case may be any stipulation, of these Sigma Benelux BV General Terms appears to conflict with any compelling ruling of national or international legislation, then these shall be considered as not agreed upon and the Sigma Benelux BV General Delivery Terms remain binding for all parties.

March 2009