



# General terms and conditions

## Introduction

Below you will find our General Terms and Conditions. These always apply to all agreements that The Sheetstand B.V. enters into. Among others, if you use or place an order through our Website. The Terms and Conditions contain important information for you as a buyer. Please read them carefully. We further recommend that you save or print these terms and conditions so that you can read them again at a later time.

## Artikel 1. Definitions

- 1.1. **The Sheetstand B.V.:** established in Renswoude (the Netherlands) and registered with the Chamber of Commerce under registration number 92328466 trading under the name The Sheetstand B.V.
- 1.2. **Website:** the website of The Sheetstand B.V., accessed at <https://www.deplaatmaat.nl/> and all associated subdomains.
- 1.3. **Customer:** the customer who, whether or not acting in the course of a profession or business, enters into an Agreement with The Sheetstand B.V. and/or has registered on the Website.
- 1.4. **Agreement:** any arrangement or agreement between The Sheetstand B.V. and Customer, of which agreement the General Terms and Conditions form an integral part.
- 1.5. **General Terms and Conditions:** the present General Terms and Conditions.

## Artikel 2. Applicability of General Terms and Conditions

- 2.1. All offers, Agreements and deliveries of The Sheetstand B.V. are subject to the General Terms and Conditions, unless expressly agreed otherwise in writing.
- 2.2. If the Customer, in his order, confirmation or communication containing acceptance, includes terms or conditions that deviate from, or do not appear in, the General Terms and Conditions, these are only binding for The Sheetstand B.V. if and insofar as The Sheetstand B.V. has expressly accepted them in writing.
- 2.3. In case specific product or service conditions apply in addition to these General Terms and Conditions, those conditions also apply, but in case of conflicting conditions, Customer may always rely on the applicable provision that is most favourable to him.

### **Artikel 3. Prices and information**

- 3.1. All prices stated on the Website and in other materials originating from The Sheetstand B.V. include VAT and, unless otherwise stated on the Website, other levies imposed by the government.
- 3.2. If shipping costs are charged, this will be stated clearly, in good time before the conclusion of the Agreement. In addition, these costs will be shown separately in the ordering process.
- 3.3. The content of the Website has been compiled with the greatest care. However, The Sheetstand B.V. cannot guarantee that all information on the Website is at all times correct and complete. All prices and other information on the Website and in other materials originating from The Sheetstand B.V. are subject to obvious programming and typing errors.
- 3.4. The Sheetstand B.V. cannot be held responsible for (colour) deviations due to screen quality.

### **Artikel 4. Conclusion of Agreement**

- 4.1. The agreement is established at the moment of acceptance by the customer of The Sheetstand B.V.'s offer and the fulfillment of the conditions set by The Sheetstand B.V..
- 4.2. If the customer has accepted the offer electronically, The Sheetstand B.V. immediately confirms receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Customer has the option to dissolve the Agreement.
- 4.3. If it appears that incorrect data were provided by Customer when accepting or otherwise entering into the Agreement, The Sheetstand B.V. has the right to fulfil its obligation only after the correct data have been received.
- 4.4. Within legal frameworks The Sheetstand B.V. can investigate whether the customer can fulfill his payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, based on this investigation, The Sheetstand B.V. has good grounds not to enter into the Agreement, it has the right to refuse an order or request while giving reasons, or to attach special conditions to the implementation, such as advance payment.

### **Artikel 5. Implementation of Agreement**

- 5.1. As soon as the order has been received by The Sheetstand B.V., The Sheetstand B.V. will send the products as soon as possible, subject to the stipulations in paragraph 3 of this article.

- 5.2. The Sheetstand B.V. has the right to engage third parties in the performance of its obligations under the Agreement.
- 5.3. The Website clearly describes, timely prior to the conclusion of the Agreement, the manner in which delivery will take place and the period within which the products will be delivered. If no delivery period is agreed or stated, products will in any case be delivered within 30 days.
- 5.4. If The Sheetstand B.V. cannot deliver the products within the agreed period, it will inform the Customer. Customer may in that case agree to a new delivery date or he will be given the opportunity to dissolve the Agreement free of charge.
- 5.5. The Sheetstand B.V. advises the customer to inspect the delivered products and to report any defects found within a reasonable time, preferably in writing. See further the Article on warranty and conformity.
- 5.6. Once the products to be delivered have been delivered to the specified delivery address, the risk, where these products are concerned, passes to Customer. If expressly agreed otherwise, the risk shall pass to Customer at an earlier stage. If Customer decides to collect the products, the risk shall pass upon transfer of the products.
- 5.7. The Sheetstand B.V. is entitled to deliver a similar product of similar quality as the product ordered, if the product ordered is no longer available. Customer is then entitled to rescind the Agreement free of charge and return the product free of charge.

**Artikel 6. Right of withdrawal**

- 6.1. This article only applies to the Customer being a natural person not acting in the exercise of his profession or business.
- 6.2. Customer has the right to rescind the remotely concluded Agreement with The Sheetstand B.V. within 14 days after receipt of the product, without giving reasons.
- 6.3. The period starts on the day after the Customer, or a third party designated by him beforehand, who is not the carrier, has received the product, or:
- if Customer ordered several products in the same order: the day on which Customer, or a third party designated by him, received the last product;
  - if the delivery of a product consists of several shipments or parts: the day on which Customer, or a third party designated by him, received the last shipment or part;

- for Agreements for regular delivery of products during a certain period: the day on which Customer, or a third party designated by him, received the first product.

- 6.4. Customer has to bear the return costs himself; if these costs are higher than the regular postal rate, The Sheetstand B.V. will provide an estimate of these costs. Shipping costs incurred by the Customer when purchasing the product are not included in the return costs and remain at the Customer's own expense.
- 6.5. Within the withdrawal period referred to in paragraph 1, Customer shall handle the product and packaging with care. Customer shall only open the packaging and use the product insofar as this is necessary to inspect the nature, characteristics and functioning of products. The starting point here is that this inspection may not go beyond what Customer would be able to do in a physical shop.
- 6.6. Customer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is allowed in the previous paragraph.
- 6.7. The customer may rescind the Agreement in accordance with the term set forth in paragraph 1 of this Article by sending the model withdrawal form (digitally) to The Sheetstand B.V., or by otherwise unambiguously notifying The Sheetstand B.V. that he or she abandons the purchase. In case of a digital notification The Sheetstand B.V. confirms the receipt of that notification. After the cancellation, the customer still has 14 days to return the product. It is also possible to return the product directly within the cooling-off period stated in paragraph 1 of this Article, provided that the model withdrawal form or other unambiguous declaration for withdrawal is enclosed.

Products can be returned to:

The Sheetstand B.V.  
Groot Overeem 25  
3927 GH, Renswoude, the Netherlands

- 6.8. Amounts already paid by the Customer (in advance) will be refunded to the Customer as soon as possible, but at the latest within 14 days after dissolution of the Agreement, in the same way as the Customer paid for the order. If the Customer has chosen a more expensive method of delivery than the cheapest standard delivery, The Sheetstand B.V. does not have to refund the additional costs for the more expensive method. Unless The Sheetstand B.V. offers to pick up the product itself, The Sheetstand B.V. may wait with the refund until The Sheetstand B.V. has received the product or until the Customer proves that he has returned the product, whichever time is earlier.

6.9. Information on whether or not the right of withdrawal is applicable and any desired procedure shall be clearly stated on the Website in good time before the conclusion of the Agreement.

6.10. The right of withdrawal does not apply to:

- Products created by the entrepreneur in accordance with the Customer's specifications;

## **Artikel 7. Payment**

7.1. Customers must make payments to The Sheetstand B.V. in accordance with the payment methods indicated in the ordering procedure and, if applicable, on the Website. The Sheetstand B.V. is free in its choice of payment methods and these may change from time to time. In case of payment after delivery, the customer has a term of payment of 14 days starting the day after delivery.

7.2. If the customer does not timely fulfill his payment obligation(s), the customer, after having been informed by The Sheetstand B.V. about the late payment and after The Sheetstand B.V. has given the customer a period of 14 days to still fulfill his payment obligations, will owe statutory interest on the outstanding amount and The Sheetstand B.V. has the right to charge extrajudicial collection costs. These collection costs will amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000 with a minimum of € 40. The Sheetstand B.V. may deviate from these amounts and percentages for the benefit of the customer.

## **Artikel 8. Warranty and conformity**

8.1. This article only applies if the Customer is not acting in the exercise of his profession or business. If a separate guarantee is given on the products by The Sheetstand B.V., this applies to all types of Customers, without prejudice to what has just been stated.

8.2. The Sheetstand B.V. guarantees that the products comply with the Agreement, the specifications listed in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date of establishment of the Agreement. If specifically agreed, The Sheetstand B.V. also guarantees that the product is suitable for other than normal use.

8.3. A warranty provided by The Sheetstand B.V., manufacturer or importer does not affect the legal rights and claims that the Customer already has and can invoke under the Agreement.

- 8.4. If the delivered product does not comply with the Agreement, the Customer must notify The Sheetstand B.V. of the defect within a reasonable term after he has discovered it.
- 8.5. If The Sheetstand B.V. considers the complaint justified, the relevant products will be repaired, replaced or reimbursed after consultation with the Customer. The maximum compensation is, with due observance of the Article on liability, equal to the price paid by the Customer for the product.

**Artikel 9. Warranty for business purchases**

- 9.1. The Sheetstand B.V. guarantees that the products comply with the Agreement, the specifications listed in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date of establishment of the Agreement. If specifically agreed, The Sheetstand B.V. also guarantees that the product is suitable for other than normal use. Otherwise the product is suitable for normal use.
- 9.2. If the delivered product does not meet the requirements of the Agreement upon delivery, the customer must inform The Sheetstand B.V. thereof within 2 days at the latest. If the Customer fails to do so, he can no longer claim repair, replacement, etc., if the product has been delivered defectively.
- 9.3. If The Sheetstand B.V. considers the complaint justified, the relevant products will be repaired, replaced or (partially) reimbursed after consultation with the Customer.

**Artikel 10. Complaints procedure**

- 10.1. If the Customer has a complaint about a product (in accordance with Article on warranty and conformity) and/or about other aspects of the service provided by The Sheetstand B.V., he can lodge a complaint with The Sheetstand B.V. by telephone, e-mail or post. See the contact information at the bottom of the General Terms and Conditions.
- 10.2. The Sheetstand B.V. will respond to the Customer's complaint as soon as possible, but in any case within 14 days after receipt of the complaint. If it is not yet possible to provide a substantive or definitive response, The Sheetstand B.V. will confirm the complaint within 14 days after receipt of the complaint and give an indication of the period within which it expects to provide a substantive or definitive response to the Customer's complaint.

## **Artikel 11. Liability**

- 11.1. This Article only applies if Customer is a natural person or legal entity acting in the exercise of his profession or business.
- 11.2. The total liability of The Sheetstand B.V. towards Customer due to attributable failure in the fulfilment of the Agreement is limited to compensation of no more than the amount of the price stipulated for that Agreement (including VAT).
- 11.3. Liability of The Sheetstand B.V. towards Customer for indirect damages, in any case - but explicitly not exclusively - including consequential damages, lost profits, lost savings, loss of data and damage due to business interruption, is excluded.
- 11.4. Outside the cases mentioned in the previous two paragraphs of this Article, The Sheetstand B.V. has no liability to the Customer for damages, regardless of the ground on which an action for damages would be based. The limitations mentioned in this Article will however lapse if and insofar as damage is the result of intent or gross negligence of The Sheetstand B.V.
- 11.5. Liability of The Sheetstand B.V. towards the Customer due to an attributable failure in the performance of an Agreement will only arise if the Customer gives The Sheetstand B.V. notice of default forthwith and properly in writing, setting a reasonable term in which to remedy the failure, and The Sheetstand B.V. continues to fail to meet its obligations even after this term. The notice of default must contain as detailed a description as possible of the failure so that The Sheetstand B.V. is able to respond adequately.
- 11.6. A precondition for any right to compensation is always that the Customer reports the damage in writing to The Sheetstand B.V. as soon as possible, but no later than within 30 days, after its occurrence.
- 11.7. In case of force majeure, The Sheetstand B.V. is not obliged to compensate any damage caused to the customer as a result.

## **Artikel 12. Retention of title Business purchases**

- 12.1. All delivered goods remain the property of The Sheetstand B.V. until all claims The Sheetstand B.V. has on Business Customer (including any related (collection) costs and interest) have been paid in full.
- 12.2. Before such transfer of ownership Zakelijke Klant shall not be authorised to sell, deliver or otherwise dispose of these goods other than in accordance with its normal business and the normal purpose of the goods. Furthermore, Zakelijke Klant is not allowed to pledge these goods

or grant third parties any other right thereto as long as the ownership of these goods has not been transferred to Zakelijke Klant.

- 12.3. Business Customer is obliged to keep the items delivered under retention of title carefully and as recognisable property of The Sheetstand B.V..
- 12.4. The Sheetstand B.V. has the right to take back the goods that have been delivered under retention of title and are still at the buyer's premises if Business Customer does not ensure timely payment of the invoices or has or is likely to have payment difficulties.
- 12.5. Business Customer will grant The Sheetstand B.V. free access to its items at all times for inspection thereof and/or for the exercise of The Sheetstand B.V.'s rights.

### **Artikel 13. Personal data**

- 13.1. The Sheetstand B.V. processes Customer's personal data in accordance with privacy statement. This can be found here:  
<https://www.deplaatmaat.nl/privacy-policy/>

### **Artikel 14. Final provisions**

- 14.1. The Agreement is governed by Dutch law.
- 14.2. Unless otherwise prescribed by rules of mandatory law, all disputes that may arise in connection with the Agreement will be submitted to the competent Dutch court in the district where The Sheetstand B.V. is located.
- 14.3. If any provision in these General Terms and Conditions turns out to be invalid, this shall not affect the validity of the General Terms and Conditions as a whole. In that case, the parties will determine (a) new provision(s) to replace it(them), which will give shape to the intention of the original provision as much as legally possible.
- 14.4. In these General Terms and Conditions, "in writing" also means communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

### *Contact details*

Should you have any questions, complaints or comments after reading these Terms and Conditions, please feel free to contact us in writing or by e-mail.

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