

General Terms and Conditions for purchases made by consumers through the web shop of Sekisui Eslon BV.

Table of Contents:

- Article 1 - Definitions
- Article 2 - Identity
- Article 3 – Applicability
- Article 4 – The offer
- Article 5 – The contract
- Article 6 – Right of withdrawal
- Article 7 – Costs in the event of withdrawal
- Article 8 – Exclusion of the right of withdrawal
- Article 9 - Pricing
- Article 10 - Guarantee
- Article 11 – Delivery and execution
- Article 12 – Privacy Code of Conduct
- Article 13 - Payment
- Article 14 – Complaints procedure
- Article 15 - Disputes

Article 1 - Definitions

In these general terms and conditions the following terms will be defined as follows:

1. **Withdrawal period:** the time period in which the consumer can exercise his right of withdrawal;
2. **Consumer:** the natural person who does not conduct business professionally or via a company, and enters into a distance contract with Sekisui Eslon BV;
3. **Day:** calendar day;
4. **Durable data medium:** any means that enables the consumer or Sekisui Eslon BV to store information personally addressed to him, in a way which makes future consultation and unaltered reproduction of the information stored possible;
5. **Right of withdrawal:** the possibility for the consumer to withdraw from the distance contract within the withdrawal period;
6. **Entrepreneur:** Sekisui Eslon BV;
7. **Distance contract:** a contract that has been established through the web shop of Sekisui Eslon BV;
8. **Means of distance communication:** means that can be used to enter into a contract, without the consumer and Sekisui Eslon BV being together in the same place at the same time, being the web shop of Sekisui Eslon BV;

Article 2 – Corporate Identity

Company name: Sekisui Eslon BV (limited liability company incorporated under Dutch law)

Address: Metaalweg 7, 6045 JB Roermond, the Netherlands

Phone number: +44 (0) 1622 608 059 (Monday-Friday 07:30-16:00)

Website: www.guttering-expert.co.uk and www.guttering-expert.com

Email address: info@guttering-expert.co.uk

Chamber of Commerce number: 13016183

VAT identification number: NL002837675B01

Article 3 - Applicability

1. These general terms and conditions are applicable to any offer from Sekisui Eslon BV and to any distance contract concluded between Sekisui Eslon BV and consumer.
2. These general terms and conditions are available (and downloadable) on the web shop's site.

Article 4 – The offer

1. If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.
2. The offer includes a full and accurate description of the offered products. Obvious errors or mistakes in the offer are not binding for Sekisui Eslon BV.
3. Each web shop's offer includes at least the following information:
 - a. price inclusive of taxes;
 - b. delivery costs;
 - c. method of payment and delivery;

Article 5 - The contract

1. The contract is concluded after completion of the ordering process in the web shop;
2. Sekisui Eslon BV confirms the content and the conclusion of the contract via email.

Article 6 – Right of withdrawal

1. After conclusion of the contract, the consumer is entitled to dissolve the contract without stating reasons during 14 days, starting on the day the product is received by the consumer.
2. During this period the consumer shall handle the product and the packaging with care. He shall only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he shall return the product with all delivered accessories – if reasonably possible - in the original condition and packaging to Sekisui Eslon BV in accordance with the instructions provided (via email) by Sekisui Eslon BV, in any case within 30 days of the termination of the contract.

Article 7 – Costs in the event of withdrawal

1. If the consumer exercises his right of withdrawal, not more than the direct costs for the return shipment shall be for his account if he does not make use of the return procedure as communicated to him by Sekisui Eslon BV.
2. If the consumer has made a payment, Sekisui Eslon BV shall return this amount as soon as possible, but within not more than 14 days after the return shipment or withdrawal.

Article 8 – Exclusion of the right of withdrawal

1. The right of withdrawal does not apply to contracts between Sekisui Eslon BV and the consumer with regard to products that have been established in accordance with specifications of the consumer.

Article 9 – Pricing

1. Prices stated in offers of products or services are inclusive of VAT.

Article 10 - Guarantee

1. If within a period of 10 years after conclusion of the contract manufacturing and/or construction defects occur in the delivered product, Sekisui Eslon BV guarantees free of charge repair or replacement of the delivered product.
2. The above-mentioned manufacturing and/or construction effects do not include product discoloration. Product discoloration can occur, mainly as a result of lighting conditions, and applies in particular to plastic products.
3. Paragraphs 1 and 2 shall be without prejudice to the rights and /or claims of the consumer against Sekisui Eslon BV, based on mandatory rules of law.
4. Insofar as Sekisui Eslon BV is obliged to pay damages, it limits its obligation to pay damages to the invoice amount of the goods delivered by Sekisui Eslon BV to the other party. Sekisui Eslon BV excludes liability for all consequential damage or loss of the other part.

Article 11 – Delivery and execution

1. Sekisui Eslon BV will take the best possible care when accepting and executing orders for products.
2. The delivery location is considered to be the address provided by the consumer to Sekisui Eslon BV.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, Sekisui Eslon BV will process accepted orders as soon as possible, but within 30 days at the latest, unless a longer term of delivery is agreed. If an order is delayed, cannot be processed or can only be processed in part, the consumer shall receive notification of this, no later than 30 days after placing the order. In this case the consumer is entitled to terminate the contract free of charge. The consumer will not be entitled to any compensation in that event.
4. In case of termination conform the preceding paragraph Sekisui Eslon BV shall refund the payment made by the consumer as soon as possible, but at least within 14 days after termination.
5. The risk of loss of and/or damage to products shall remain with Sekisui Eslon BV up to the moment when the consumer receives the goods, or a representative designated beforehand by the consumer and announced to Sekisui Eslon BV, unless this has been explicitly agreed otherwise.

Article 12 – Privacy Code of Conduct

1. The data provided by the consumer is treated confidentially and may not be disclosed to any third party. Exceptions to this are: full name and address details shall be made available to Sekisui Eslon's carriers to enable delivery or return shipment. Full name, address, account details and amount will be made available to Sekisui Eslon's bank(s) to allow financial transactions.
2. Data will be stored on secured servers that are not accessible to third parties.

Article 13 - Payment

1. The consumer has the option to choose from the payment methods indicated in the web shop.
2. The consumer has the obligation to immediately report errors in the given or mentioned payment details to Sekisui Eslon BV.
3. In the event the consumer is unable to fully meet his financial obligations against Sekisui Eslon BV, Sekisui Eslon BV is entitled to charge extrajudicial collection costs in accordance with article 6:96 of the Dutch Civil Code.

Article 14 – Complaints procedure

1. Complaints may be submitted by phone or in writing (also by email) in the manner indicated in the web shop.
2. Sekisui Eslon BV shall reply to submitted complaints within a period of 14 days, calculated from the date of receipt.

Article 15 - Disputes

1. Contracts entered into between Sekisui Eslon BV and the consumer and which are subject to these general terms and conditions are subject only to Dutch law.
2. The Civil Court of the district of Roermond will have sole jurisdiction to take cognisance of disputes, unless this is contrary to mandatory law. Eslon may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.

Article 16 - Languages

1. These general terms and conditions have been drawn up in the Dutch language. In the event these terms and conditions are translated into another language, the Dutch text will be binding in case of a difference of opinion about the content or purport of these general terms and conditions.

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