

General Terms and Conditions MagStuff

By placing an order at MagStuff, you agree to be bound by the Terms of which are incorporated into these Conditions of Sale.

Article 1. General Terms and Conditions

1.1 These General Terms and Conditions apply to all offers, agreements and deliveries between MagStuff and the customer. MagStuff is registered in the trade register at the Chamber of Commerce of Eindhoven under number 85837768. MagStuff offers its products via one or more online shops. A general reference by the client to its terms and conditions is not accepted by us, unless expressly agreed otherwise in writing.

1.2 Where the term 'buyer' is used in these general terms and conditions, it refers to a natural person or legal entity to whom or which the Seller MagStuff is providing Products or Services under the contract agreement in accordance with the order confirmation.

Article 2. Offers, order process and conclusion of purchase agreement

2.1 The presentation of goods in the online shop does not constitute a binding application for the conclusion of a purchase contract. Rather, it is a non-binding invitation to place an order (while any of the parties can voluntarily withdraw from the agreement before confirmation)

2.2 MagStuff provides a complete and accurate description of the items or services offered on its websites. The product description is sufficiently detailed to allow a proper assessment of the offer by the buyer. The product images MagStuff is using, are a true and accurate representation of the items being offered. Obvious mistakes or errors as well as minor deviations from the delivered items compared to the displayed offers do not bind MagStuff and do not entitle the buyer to any claim, termination and/or compensation. If there is a limited period of validity of an offer, this will be explicitly stated.

2.3 A purchase agreement is only concluded after the buyer has placed an order and MagStuff has explicitly accepted this order. This acceptance takes place by (automatically) sending an electronic order confirmation to the e-mail address provided by the buyer.

Article 3. Delivery and shipment terms

3.1 The items ordered by the buyer will be delivered to the buyer by or on behalf of MagStuff as soon as possible (delivery target is within 7 working days) but at the latest within 14 days after the agreement has been concluded. If this term is exceeded, the buyer has the right to dissolve the agreement by e-mail or in writing (does not apply to personalized products). Payments already made will then be refunded to the buyer by MagStuff within 14 days after dissolution.

3.2 The delivery takes place at the address specified by the buyer. From the moment on the order is delivered to the indicated address, the risk of loss or damage is transferred to the buyer and MagStuff is

no longer liable. If in the meantime the buyer has moved to a new address or if the address is incorrect, all this will be at the buyer's risk and he will bear the additional costs and expenses.

Article 4. Right of withdrawal

4.1 The buyer has the right to revoke the concluded purchase agreement within a period of 14 working days after receipt of the ordered items. This revocation must be done by e-mail or in writing. The right of withdrawal is a period during which the buyer can cancel any online purchase except all the personalized products.

4.2 In the event of revocation, the buyer may dissolve the contract but must return the received items at his own expense within 14 days after he or she has notified MagStuff about it.

4.3 The right of withdrawal only applies if the delivered items have remained unused and undamaged

Article 5. Prices

5.1 The buyer owes the price stated in the order confirmation for the delivery of the ordered items.

5.2 All prices quoted by MagStuff are in euros, including sales tax (VAT), unless expressly stated and agreed upon otherwise.

5.3 Delivery costs are not included in the price. These charges are stated separately on the invoice and the check-out page of the webshop.

Article 6. Payment

6.1 The items delivered by MagStuff must be paid according to the order. The buyer will be informed in details about the possible methods of payment on the website of MagStuff.

6.2 MagStuff is entitled to require full advance payment from the buyer.

Article 7. Complaints handling procedures

7.1 If the purchased goods have visible damages or defects, the complaints of the buyer must be made known to the supplier in writing or by e-mail within 5 working days after the ordered items have been delivered. After the notice of complaint is received by MagStuff it will be processed accordingly.

7.2 Should any invisible defects be found in a product, the buyer is under obligation to immediately file a complaint in writing or by e-mail after the defect is discovered, but not later than the legal term of 6 months after MagStuff delivered the item.

7.3 If the Buyer has failed to submit a complaint by the deadline set in Articles 7.1 and 7.2, then he or she will be deemed to have accepted the delivered item(s) as being sound in all respects and with all rights to claim in this regard coming to an end.

7.4 The Buyer is under no circumstances, entitled to suspend payment of outstanding invoices as well as

to proceed to settlement due to defects and/or other complaints with regard to the item(s) delivered by MagStuff.

Article 8. Guarantee

8.1 An explicit guarantee is only applicable to the items supplied by MagStuff, if those are provided by the producer of the supplied items in general.

8.2 The guarantee mentioned for this purpose shall not apply when the defect originated as the result of injudicious or improper use, intent or gross negligence on the part of the buyer. Even in case of normal wear and tear, the guarantee provision cannot be invoked.

Article 9. Liability, exoneration and indemnification of third parties

9.1 MagStuff is only liable for the damage suffered or to be suffered as a direct result of a shortcoming attributable to the buyer. The liability is at all times limited to a maximum of the invoice amount of the order, unless there is intent or gross negligence on the part of the buyer.

9.2 MagStuff shall not be liable for indirect damage, including consequential damage, damage due to delays, lost savings, stagnation, damage due to business interruptions or any other lost profits. MagStuff is not liable for wrongful acts or omissions of any arbitrary third parties engaged.

9.3 MagStuff shall not be liable for any damage caused by the improper functioning of equipment, software, data files, registers or other items it uses during the conclusion and execution of the agreement. The company is also not responsible for any damages caused by computer viruses and interceptions of data transmissions of e-mail traffic.

Article 10. Force majeure

10.1 If MagStuff is unable to comply with one or more obligations under the purchase agreement as a result of facts or circumstances beyond its control, it is not liable with regard to the execution of this agreement. Apart from the stated above provisions, for any damage on the part of the buyer, in the event of force majeure both parties are entitled to dissolve the agreement or to suspend execution in whole or in part (in writing) without judicial intervention and without being obliged to pay any compensation.

10.2 The aforementioned facts and circumstances, in addition to delays of third parties/suppliers, machine breakdowns, power failures, strikes, fire and natural disasters, import and export obstructions also include legal and other government measures that stand in the way of compliance to fulfil the agreement.

Article 11. Retention of title

11.1 The products delivered by MagStuff remain its property until the Buyer has fully met all of his obligations - including interest fees and costs, as well as payments from previous transactions.

11.2 If the buyer fails to fulfill his or her obligations, MagStuff is at all times entitled to regain possession of the delivered item(s). In that case, the buyer is obliged to provide his or her full cooperation.

Article 12. Insolvency

12.1 Both MagStuff and the Buyer shall exercise their right to request a dissolution of the Agreement in whole or in part (in writing) without being liable for compensation, immediately if the other party is in state of suspension of payment or bankruptcy.

Article 13. Personal data and cookies

13.1 The personal data provided by the buyer will be processed by MagStuff only in fulfilling its obligations to the Buyer. When processing and using this data, MagStuff will comply with the applicable General Data Protection Regulation, privacy legislations and cookie statement drawn up by it and stated on the website.

Article 14. Applicable law and competent courts

14.1 All disputes, controversies, or claims, arising out of, or in relation to an agreement concluded with MagStuff shall be settled exclusively by a competent Arbitration court located in the district where MagStuff is registered, unless the parties expressly agree otherwise.

14.2 All the agreements concluded with MagStuff are governed solely by Dutch law.

Our general terms and conditions are filed at the Chamber of Commerce in Eindhoven under number 85837768 and apply to all our products and services.