

Terms and Conditions WERK ATLEET

1. Applicability

1.1 These terms and conditions ("**Terms and Conditions**") of WERK ATLEET Outdoor apply to all orders placed through the website of WERK ATLEET Outdoor, by e-mail or by telephone and all agreements with WERK ATLEET concerning the sale of WERK ATLEET Outdoor products ("**the Products**").

1.2 By placing an order you explicitly agree with the applicability of these Terms and Conditions to the order placed by you and you declare that you are aware of the contents thereof.

2. Contact details WERK ATLEET

Name: WERK ATLEET (Outdoor)

Legal form: general partnership (vennootschap onder firma)

Registered office: Burgemeester Loeffplein 70e,
5211 RX 's-Hertogenbosch

Delivery address for returning products: Burgemeester Loeffplein 70e,
5211 RX 's-Hertogenbosch

Telephone number: +31651928950

Email address: info@werkatileet.nl

Chamber of Commerce number: 70204543

VAT registration number: NL858189914B01

3. Agreement, Price & Payment

3.1 The agreement shall be concluded when you place an order through the website, by e-mail or by telephone and WERK ATLEET has sent you a confirmation of your order by email.

3.2 To order and buy the Products you are obliged to fill in all information truthfully and you must be at least 18 years old. By placing an order, you guarantee that you have entered all information truthfully and that you are at least 18 years old.

3.2 Werk Atleet is entitled to verify an order in advance at all times and/or to refuse to accept an order without providing reasons and with no liability to you or any third parties. If Werk Atleet do not confirm acceptance of your order within ten (10) working days, it is deemed to have been refused. WERK ATLEET may choose not to accept your order at our own discretion. Examples of when WERK ATLEET may not accept your order are as follows:

1. If product(s) are shown on the website but are not or no longer available;
 2. If WERK ATLEET is unable to obtain authorisation of your payment;
 3. If shipping restrictions apply to a product;
 4. If product(s) shown on the website contain a (manifest) error such as being incorrectly priced or otherwise incorrectly described or shown;
 5. If WERK ATLEET is unable to process your order due to technical reasons;
 6. If WERK ATLEET knows or reasonably suspect an order was made with the assistance or involvement of any software, robot, crawler, spider or other automated means or device.
- WERK ATLEET shall inform you as soon as possible if it does not accept your order.
 - The stated prices include VAT. Prices are quoted in Euro (EUR). WERK ATLEET reserves the right to make price changes prior to an order placed by you. WERK ATLEET reserves the right to change, limit or terminate any special offers or discounts at any time. WERK ATLEET may charge delivery costs. The delivery costs vary for each product and type of delivery.
 - Payment for your order can be made by choosing one of the given payment options on the website.

4. **Delivery**

- WERK ATLEET will do its utmost to process and deliver your order as soon as possible, but in any event within 30 days after the date of the purchase. The delivery dates indicated on the website of WERK ATLEET are based on circumstances known to WERK ATLEET at the time of the conclusion of the agreement and may be subject to changes due to external factors, such as the method of payment chosen, the manner of transport and internal availability.
- Your order will be delivered at the delivery address or pick-up point you have indicated on the website of WERK ATLEET.
- All products will remain the property of WERK ATLEET until you have paid all amounts owed to us in full under any agreement, including the payment of costs, earlier or later deliveries or partial deliveries.

5. **Returns, Right of Withdrawal & Cooling-off period**

- You have the right to withdraw from the agreement within fourteen (14) days without giving any reason. The withdrawal period shall be fourteen (14) days from the date you, or a third party named by you, who is not the carrier, have/has taken

possession of the products, or, where your order contained multiple products which will be delivered separately, delivery of the final product(s) making up your order.

- To meet the withdrawal period deadline you will need to notify us about the fact that you are exercising your right of withdrawal before the expiry of the withdrawal period. You may e-mail to info@Werk Atleet.ltd to inform about your withdrawal.
- You must send back or submit the products immediately after, but in any event no later than fourteen (14) days from the date on which you inform us about the withdrawal from the agreement. This deadline shall be deemed met if you send the products before this deadline expires.
- If you withdraw from the agreement during the withdrawal period, WERK ATLEET shall reimburse all payments it received from you, including delivery charges (provided the returned standard product(s) represent(s) the complete order and with the exception of any additional charges arising from the fact that you chose a different method of delivery to the cheapest standard delivery offered by us, where available), at the latest within fourteen (14) days from the date on which the notification of withdrawal of the agreement has been received by us. For this repayment WERK ATLEET shall use the same method of payment that you used making the original transaction, unless WERK ATLEET arranges a different method with you; delivery charges for returning the Product(s) will not be reimbursed by WERK ATLEET. WERK ATLEET may withhold reimbursement until it has received the returned products, or until you have submitted proof that you have returned the products, whichever comes earlier.
- In addition and without prejudice to your right of withdrawal pursuant to 5.1, you have an additional 16 days, so a total return period of 30 days, to withdrawal and return any purchased Product(s). The Product(s) must have not been used or damaged beyond normal inspection use and must be returned in its original packaging. Returns can only be accepted if the original label has not been removed.

6. Warranty & Liability

- WERK ATLEET is required to deliver the Products that complies with the agreement it concluded with you. WERK ATLEET will refund you if the damage is the result of a manufacturing defect or deviation from factory specifications.
- WERK ATLEET is not liable for damage caused by improper care, accidents, normal wear and tear or negligence and will be voided if you remove any labels or if the Product(s) has been tailored or altered in any way.

7. Force majeure

- WERK ATLEET is not liable for any damage as a result of a delay in delivery or non-delivery caused by circumstances that cannot be attributed to WERK ATLEET, is beyond the control and without the fault or negligence by law, legal act or generally accepted beliefs such as

-but not limited to- war, danger of war, civil war, riots, national mourning, a strike, transport difficulties, trade restrictions, problems with customs authorities, hacks, server problems, malfunctions relating to the internet, the website, electricity or e-mail traffic, fire, flood, earthquake, pandemics, epidemics, bankruptcy of third parties engaged by WERK ATLEET, the non-delivery or late delivery of goods by WERK ATLEET suppliers, disruptions in the regular supply of goods to be delivered by third parties, including water and electricity and other serious disruptions in WERK ATLEET' business or third parties engaged by it.

- If WERK ATLEET is unable or not able to fulfill its obligations under the agreement on time due to force majeure, WERK ATLEET has the right to execute the agreement within sixty (60) days or - if fulfillment is not possible within a reasonable period of time - to dissolve the agreement in full or in part without being obliged to pay any compensation to you.

8. Intellectual Property

All product names, logo's, models, designs, tradenames and domain names ("**the IP rights**") illustrated on the Products, are the property of WERK ATLEET. You acknowledge WERK ATLEET' ownership of the IP rights and will refrain from any use of the IP rights and you will refrain from any conduct that could damage or otherwise adversely affect the IP rights.

9. Privacy

9.1 WERK ATLEET will treat your data confidentially. By submitting information to WERK ATLEET you accept that WERK ATLEET will process your personal information in accordance with our privacy statement. Please find our privacy statement [here](#) (hyperlink).

9.2 The website uses cookies (a simple text file that is stored on your computer by a web browser). Functional cookies are necessary to make the website function. Without these cookies, certain parts cannot be used. Analytical cookies collect data and statistics to understand how visitors use the website, so that WERK ATLEET can improve the website and its services. Tracking cookies are used to track visitors, so that content that is being displayed can be more relevant to the individual visitor. You may refuse the use of cookies by selecting the appropriate settings on your browser.

10. Complaints procedure

WERK ATLEET will do its utmost to have the order and delivery process proceed without problems. If you still have a complaint, you can contact us via info@WerkAtleet.ltd

11. Governing law & competent court

- These Terms and Conditions and the agreement(s) concluded between WERK ATLEET and you are subject to Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

- The competent court of 's-Hertogenbosch has exclusive jurisdiction in the event that a dispute cannot be settled amicably.