

GENERAL TERMS AND CONDITIONS WEBSHOP (B2C)

Article 1 - Definitions

1. Sacredfire Games, established in Zoetermeer, KvK number 87963833, is in these general terms and conditions hereinafter referred to as seller, we, us, etc..
2. The other party of the seller is referred to in these general terms and conditions as purchaser.
3. The parties are the seller and the buyer together.
4. Agreement means the purchase agreement between the parties.

Article 2 - Applicability of general terms and conditions

1. These terms and conditions shall apply to all quotations, offers, agreements and deliveries of services or goods by or on behalf of seller.
2. Deviation from these terms and conditions is only possible if expressly agreed in writing by agreed by the parties in writing.

Article 3 - Payment

1. The full purchase price shall always be paid immediately in the webshop. When paying by credit card, the amount will be charged directly at the time of the transaction. For reservations, a deposit is expected in some cases. In this case the buyer shall receive proof of the reservation and prepayment.
2. If the buyer does not pay on time, he will be in default. If the buyer remains in default, the seller is entitled to suspend the obligations until the buyer has fulfilled his payment obligation.
3. If the buyer remains in default, the seller will proceed to collection. The costs relating to such collection shall be at the buyer's expense. These Collection costs shall be calculated on the basis of the Decree on Compensation for Extrajudicial Collection Costs.
4. In the event of liquidation, bankruptcy, attachment or suspension of payment of the buyer, the seller's claims against the buyer shall be immediately due and payable.
5. If the buyer refuses to cooperate in the execution of the order by the seller, then he shall still be obliged to pay the agreed price to vendor.

Article 4 - Offers, quotations and price

1. Offers shall be free of obligation, unless the offer states a period of acceptance mentioned in the offer. If the offer is not accepted within that period, the offer shall lapse.
2. Delivery times in offers are indicative and if exceeded do not entitle the buyer to dissolution or damages, unless the parties have explicitly agreed otherwise in writing.
3. Offers and quotations shall not automatically apply to repeat orders. The parties must agree this explicitly and in writing.
4. The price stated on offers, quotations and invoices shall consist of the purchase price including the VAT payable and any other government levies.

Article 5 - Right of withdrawal

1. After receiving the order, the consumer has the right within 14 days to dissolve the agreement without giving reasons. The period starts to run from the moment the entire order is received by the consumer.
2. There is no right of withdrawal when the products according to his specifications are custom-made or have only a short shelf life.
3. The consumer may use a withdrawal form provided by the seller. The seller is obliged to make this available to the buyer immediately after the buyer's request.
4. During the withdrawal period, the consumer shall treat the product and its packaging carefully. He will 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 will return the unused and undamaged product with all delivered accessories and - if reasonably possible - in the original shipping packaging to the Seller, in accordance with the reasonable and clear instructions provided by the seller.

Article 6 - Amendment of the agreement

1. If during the execution of the agreement it appears that for a proper implementation of the assignment, it is necessary to change or supplement the work to be done, the parties shall amend the agreement in good time and in mutual consult with each other.
2. If the parties agree that the agreement is amended or supplemented, this may affect the time of completion of the execution. The Seller shall inform the Buyer of this as soon as possible.
3. If the amendment or supplement to the agreement has financial and/or qualitative consequences, the Seller shall inform the Buyer thereof in writing in advance.
4. If the parties have agreed on a fixed price, the seller shall state the extent to which the change or supplement to the agreement will result in this price being exceeded.
5. Contrary to the provisions of the third paragraph of this Article, the seller cannot charge additional costs if the amendment or supplement is the result of of circumstances attributable to them.

Article 7 - Delivery and passing of risk

1. As soon as the purchased item is received by the buyer, the risk passes from the seller to the buyer.

Article 8 - Examination and complaints

1. Buyer is obliged to inspect the delivered goods at the time of delivery, but in any event within as short a period as possible. In doing so examine whether the quality and quantity of the goods delivered correspond with what the parties have agreed, or at least that the quality and quantity meet the requirements applicable to them in normal (commercial) dealings.
2. Complaints regarding damage, shortages or loss of delivered goods must be submitted to the seller in writing within 10 working days after the day of delivery of the goods.
3. If the complaint is declared well-founded within the specified period, the seller shall have the right to either repair, redeliver or abandon delivery and send the buyer a credit note for that part of the purchase price.
4. Minor and/or industry-standard deviations and differences in quality, quantity, size or finish cannot be held against the seller.
5. Complaints with regard to a certain product do not affect other products or parts belonging to the same agreement.
6. After the goods have been processed at the buyer's premises, no complaints will be accepted.

Article 9 - Samples and models

1. If a sample or model has been shown or provided to buyer, it shall be presumed to have been provided as an indication only, without the good to be delivered having to correspond to it. This is different if the parties have agreed that the good to be delivered shall correspond with it.
2. In agreements concerning immovable property, the indication of the surface area or other measurements and indications shall also be presumed to be merely indicative, without the good to be delivered having to correspond to it.

Article 10 - Delivery

1. Delivery shall be ex-factory/shop/warehouse. This means that all costs are for buyer.
2. The Buyer will be obliged to take delivery of the goods at the time the Seller delivers them or has them delivered, or at the time the goods are delivered to them.
3. If the buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, the seller shall be entitled to store the goods at the buyer's expense and risk.
4. If the goods are delivered, the Seller shall be entitled to charge any delivery costs charge for delivery.
5. If the Seller requires information from the Buyer for the execution of the agreement, the delivery time shall start after the buyer has made this information available to the seller.
6. A delivery time stated by the Seller is indicative. This shall never be a deadline. If the term is exceeded, the buyer must give the seller written notice of declare the seller in default in writing.
7. The seller shall be entitled to deliver the goods in parts, unless the parties have agreed otherwise in writing or no independent value can be attached to value to partial deliveries. In the event of delivery in parts the seller shall be entitled to invoice these parts separately.

Article 11 - Force majeure

1. If the seller is unable to fulfil its obligations under the agreement due to force majeure, they shall not be liable for any damage suffered by the buyer.
2. By force majeure the parties mean in any case every circumstance which seller could not take into account at the time the agreement was entered into and as a result of which the normal execution of the agreement cannot reasonably be required by the buyer. Such circumstances include but are not limited to illness, war or threat of war, civil war and riots, acts of war, sabotage, terrorism, energy failure, flood, earthquake, fire, occupation of premises, strikes, labour lockout, changed government measures, transport difficulties and other disruptions in the Seller's business.
3. Furthermore, the parties understand force majeure to mean the circumstance that suppliers on which the seller depends for the execution of the agreement, fail to comply with their contractual obligations towards the seller, unless the seller can be blamed for this.
4. If a situation as referred to above occurs as a result of which seller cannot comply with their obligations to the buyer, then those obligations shall be suspended for as long as the seller is unable to fulfil its obligations. If the situation referred to in the previous sentence has lasted for 30 calendar days, the parties shall be entitled to dissolve the agreement in full or partially dissolve the agreement in writing.
5. In case the force majeure continues for more than three months, the buyer has the right to dissolve the agreement with immediate effect. Dissolution is only possible by registered letter.

Article 12 - Transfer of rights

1. Rights of a Party under this Agreement cannot be transferred without the prior written consent of the other Party. This provision shall be deemed to be a clause with effect under property law as referred to in Article 3:83, second paragraph, of the Civil Code of the Netherlands.

Article 13 - Retention of title and lien

1. The goods and delivered goods and parts present at vendor's premises shall remain property of vendor until purchaser has paid the agreed price in full. Until that time, vendor may invoke its retention of title and repossess the goods.
2. If the agreed advance payment amounts are not paid or not paid on time, the seller shall be entitled to suspend the work until the agreed part has still been paid. This shall constitute creditor's default. A late delivery in that case cannot be held against the seller.
3. The seller is not authorised to pledge or encumber in any other way the goods falling under its retention of title.
4. The Seller undertakes to insure and keep insured the goods delivered to the Buyer under retention of title against fire, explosion and water damage and against theft and to make the policy available for inspection on first request.
5. If goods have not yet been delivered but the agreed advance payment or price has not been paid as agreed, the seller shall have the right of retention. The goods shall then not be delivered until the buyer has paid in full and in accordance with the agreement.
6. In the event of liquidation, insolvency or suspension of payment of the buyer, the buyer's obligations as buyer shall be immediately due and payable.

Article 14 - Liability

1. Any liability for damage arising from or relating to the performance of an agreement shall always be limited to the amount paid in the relevant case is paid by the liability insurance(s) taken out. This amount will be increased by the amount of the excess according to the relevant policy.
2. Not excluded is the seller's liability for damage resulting is the result of intent or deliberate recklessness on the part of the Seller or its executive employees.

Article 15 - Obligation to complain

1. Buyer is obliged to immediately report complaints about the work performed to seller. The complaint shall contain as detailed a description as possible of the shortcoming, so that seller is able to respond adequately.
2. If a complaint is well-founded, Seller will be obliged to repair and replace it if necessary.

Article 16 - Guarantees

1. If guarantees are included in the agreement, the following shall apply. The seller guarantees that the goods sold comply with the agreement, that they will function without defects and that it is suitable for the use that the buyer intends to make of it. This guarantee applies for a period of two calendar years after receipt of the sold property by the buyer.
2. The aforesaid guarantee is intended to create between the Seller and the Buyer an allocation of risks such that the consequences of a breach of a guarantee are always fully at the seller's expense and risk and that the seller seller can never invoke Article 6:75 of the Dutch Civil Code with regard to a breach of warranty. The provisions of the previous sentence also apply if the Buyer was or could have been aware of the breach of or could have been aware of it by conducting an investigation.
3. The said guarantee does not apply if the defect has arisen as a result of injudicious or improper use or when - without permission - the buyer or third parties have or third parties have made changes or attempted to make changes or have used the purchased item for purposes for which it is not intended.
4. If the guarantee provided by the Seller relates to an item produced by a third party, the guarantee shall be limited to the guarantee provided by that producer.

Article 17 - Intellectual property

1. Sacredfire Games retains all intellectual property rights (including copyright, patent right, trademark right, drawings and models right, etc.) to all products, designs, drawings, writings, carriers containing data or other information, offers, images, sketches, models, models, etc., unless the parties have agreed otherwise in writing.
2. The customer may not use said intellectual property rights without prior written consent of Sacredfire Games, copy, show to third parties and/or make show and/or make available to third parties or use them in any other way.

Article 18 - Amendment of general terms and conditions

1. Sacredfire Games is entitled to amend or supplement these general terms and conditions.
2. Amendments of minor importance may be made at any time.
3. Major content changes will Sacredfire Games as much as possible in advance with the customer.
4. Consumers are entitled in the event of a substantial change to the general terms and conditions to cancel the contract.

Article 19 - Applicable law and competent court

1. Any agreement between the parties is exclusively governed by Dutch law. The Dutch court in the district where Sacredfire Games is located is exclusively competent to take cognisance of any disputes between the parties, unless the law imperatively prescribes otherwise.
2. The applicability of the Vienna Sales Convention is excluded.
3. If in legal proceedings one or more provisions of these general terms and conditions are deemed to be unreasonably onerous, the other provisions will remain in full force and effect.

Article 20 - Attribution

1. These Terms and Conditions have been made with the help of Rocket Lawyer (<https://www.rocket-lawyer.com/nl/nl>)

These general terms and conditions are applicable since: 01-05-2023