



## **General terms and conditions and additional practical matters regarding “ MultitoolWorld.com “**

### Article 1 General

- 1.1 The general terms and conditions and additional matters apply to all parts to of the quote requests, orders, deliveries, payments and any trial materials or products to be designated hereafter.
- 1.2 The general terms and conditions of our supplier, however, apply to products that are supplied to us.
- 1.3 A variant allegation or appeal by the buyer to terms and conditions that do not apply to the general terms and conditions at hand will not be dealt with by MultitoolWorld.com.
- 1.4 MultitoolWorld.com reserves the right to adjust or improve these general terms and conditions in any form.

### Article 2 Agreements

- 2.1 Agreements in any form with MultitoolWorld.com only go into effect when the order has been assessed for feasibility and other related matters, which are mentioned in the general terms and conditions. MultitoolWorld.com reserves the right to cancel any orders or assignments, or to not accept them in advance, without any statement of reason. If matters such as mentioned above occur, we (MultitoolWorld.com) will inform the client about this.

### Article 3 Images

- 3.1 All images shown in folders, on the website or in any other form, are introduced with great care. These therefore do not provide any reason

for liability or dissolution.

#### Article 4 Injury

4.1 If there is any injury in any form, MultitoolWorld.com cannot be held liable in any way. We therefore advise the client to use personal protective equipment where necessary.

#### Article 5 Prices and payment

- 5.1 MultitoolWorld.com products are provided at the prices that are valid on the day they are sent from the MultitoolWorld.com warehouse.
- 5.2 Unless mentioned otherwise, the prices exclude VAT in Euros and exclude shipping costs.
- 5.3 All products ordered must always be paid for in advance. When this is not done, a separate agreement may be entered into, in which these agreements will be valid exclusively for that agreement. A payment term will also be established in that agreement. If this payment term is not complied with MultitoolWorld.com will initiate legal procedures, and the regular statutory interest of 1.5% interest per month will be charged, with a minimum of €25.00 per month (which will be rounded off) and all internal and external costs incurred will be charged.
- 5.4 Any payments made by the buyer will be applied to the interest and costs first and then to payable invoices dated furthest back, even if the buyer states that the payment is for a later invoice.
- 5.5 Late payments give MultitoolWorld.com the right to suspend its activities or other agreements, without the buyer having any right to any damage compensation in any form.
- 5.6 MultitoolWorld.com reserves the right at all times, in any way, to demand that the buyer ensure security for the payment for the activities to be carried out by MultitoolWorld.com. In special cases, MultitoolWorld.com may want to be paid the partial or entire amount of the products ordered by the buyer.
- 5.7 The buyer is not permitted to change calculated invoices and/or amounts without permission from MultitoolWorld.com.
- 5.8 Advertisements and/or warranty claims do not give the buyer the right to delay payment of outstanding invoices.
- 5.9 Orders that have been cancelled by the buyer will be subject to charges that are always payable by the buyer; e.g. delivery costs, pick-up costs, etc.

#### Article 6 Shipping and delivery

- 6.1 The goods will be delivered by a reliable source to be named, e.g. TNT. However they are delivered at the risk of the buyer.
- 6.2 Partial deliveries may occur at any time and this will be in consultation with the buyer.

- 6.3 Should MultitoolWorld not deliver the order within a statutory period of 30 days, then the buyer can immediately dissolve the purchase without having to state a valid reason for doing so.

#### Article 7 Delivery terms

- 7.1 Specifications of the delivery times are approximate; unless agreed otherwise, MultitoolWorld.com is never liable for exceeding the delivery term, with respect to any activities to be carried out as well as to our products. This means that no consequential loss can be claimed. If the delivery term is exceeded by more than 3 months and this is demonstrably due to gross negligence on the part of MultitoolWorld.com, MultitoolWorld.com shall retract the costs and all the related agreements.

#### Article 8 Advertisements

- 8.1 Advertisements about incomplete orders and/or defective products that have been delivered, must be communicated to MultitoolWorld.com by the buyer, in writing, with a clear description, within 7 days. After expiration of the observed time, MultitoolWorld.com will assume that everything is in order. In the event that the products are deemed wrong, they can be returned to MultitoolWorld.com unopened.
- 8.2 Advertisements do not give the buyer any right in any case to suspend payments.
- 8.3 The buyer must in any case, get MultitoolWorld.com to repair the defects within a desirable time.
- 8.4 When the delivered products have been opened or used after assessment by MultitoolWorld.com, all obligations of the buyer to MultitoolWorld.com will apply.
- 8.5 The consumer may exercise his/her right of revocation within seven (7) working days after the delivery of the product without having to pay a fine or any other costs. Such, only if the product and the packaging are still in their original, complete, undamaged and unused state. If this concerns a standard article from stock, then the buyer can exercise a claim in consultation with the seller further to the satisfaction guarantee. All of the documentation, the proof of guarantee and the packaging materials are to be included in the return shipment.
- 8.6 The seller is never liable for any damages, theft or loss, including any damages to the product or packaging that occurs during the return shipment.
- 8.7 The buyer is to cover the costs of the return shipment.
- 8.8 If the consumer/buyer has made use of the right of revocation as referred to in the previous section, then the seller is to reimburse within 30 days the amount paid by the consumer/buyer to the seller for the duration of the circumstances beyond one's control

#### Article 9 Shipping and warranty

- 9.1 All incoming orders are shipped by TNT or DHL.

- 9.2 The buyer can always check the status of the order by track & trace (a link will be sent by email) or by phoning MultitoolWorld.com
- 9.3 For all orders outside the E.U. , MultitoolWorld is not liable to pay for import duties, for the country where the order will be delivered.
- 9.4 For all orders outside the EU there will be no charge for VAT, however, you are, as a buyer, responsible for the payment of import duties or VAT.
- 9.5 Our tools have a one year warranty. If a tool brakes down, it must always be checked by MultitoolWorld.com at our service department, after which there will be a suggestion by MultitoolWorld.com.
- 9.6 MultitoolWorld.com is not liable for damage by our products to third parties.

#### Article 10 Trademark

- 10.1 The factory trademarks that have been applied to the products by MultitoolWorld.com must not be removed or damaged. Removal or damage of the trademarks cancels all warranties.

#### Article 11 Liability

- 11.1 Advise from and/or statements made by MultitoolWorld.com can never be used against MultitoolWorld.com.
- 11.2 MultitoolWorld.com's financial liability can never be more than the amount of the invoice.
- 11.3 The buyer indemnifies MultitoolWorld.com in this matter from any claims by third parties.

#### Article 12 Other stipulations

- 12.1 In the event that any stipulations in these general terms and conditions separately are no longer effective, either partially or in their entirety, this will not have any consequences for the validity of the other stipulations.

#### Article 13 Privacy policy

- 13.1 When you visit your website, we save: your email address- IP address. This information is used to improve the content of our website or to prevent misuse. The information is used only internally and is not passed on to any other organizations for commercial purposes.
- 13.2 We use cookies on this site to keep track of the shopping carts.
- 13.3 We have taken the required precautions to prevent loss or illegal use and to prevent any change of information we receive on our website.
- 13.4 If you would like to respond to our privacy policy, please send an email to [info@multitoolworld.com](mailto:info@multitoolworld.com).