

# General terms and Conditions

## *1. INFORMATION ABOUT US*

This website is managed by Xperon Golf BV and the goods you buy will be delivered by Xperon Golf Bv that is registered in The Netherlands under the number 72151196 and has its registered office at Poel 17, 5334 JX Velddriel, The Netherlands

The VAT number of Xperon Golf BV in the Netherlands is NL859006475B01.

You can contact us via e-mail at [info@xperon.golf](mailto:info@xperon.golf), or call us at +31 (0)307 612 802 or write us at the address Poel 17, 5334 JX Velddriel, The Netherlands.

## *2. YOUR PERSONAL INFORMATION*

We will use your personal information in accordance with our privacy statement, which you can consult [here](#).

## *3. ORDER*

You must be at least 18 years of age.

The ordering procedure consists of 5 easy steps: You select the desired products and put them in your shopping basket. If you are interested in an article from our website, follow these steps in order to place an order. After you have clicked the "Add to shopping cart" button and checked all of your order details (for example: color, quantity, price, etc.), you can confirm your order with a simple click.

Fill in the customer's form: if it is your first order, you must enter the following information: title, first name, surname, delivery address, e-mail address and telephone number.

Choose the payment method.

Accept the general terms and conditions by ticking the box on the summary page of your order.

3.1 When the order has been placed, you will receive a confirmation by e-mail.

The contract pertains exclusively to those specific goods mentioned in our confirmation e-mail of our acceptance of your order. Please read and check this information in this e-mail to make sure that they are correct. If the details in the confirmation e-mail are incorrect, or if you are not satisfied with the details in the e-mail, please contact us by e-mail at [info@xperon.golf](mailto:info@xperon.golf) or by telephone at +31 (0)307 612 802.

3.2 The collection on our website is up to date and indicates what we currently have in stock. Placing a product in your shopping basket does not guarantee that the product in question is for you. Another customer may still order the product, even if it is in your "shopping basket", until you have completed the entire ordering process.

3.3 The contractual language is English.

3.4 Xperon Golf BV reserves the right to cancel or to not accept an order made on her web shops.

3.5 When we accept your order, we have a legal obligation to deliver goods that comply with these terms and conditions.

#### *4. PRICES AND SHIPPING COSTS*

4.1 Information on this website regarding prices is subject to change without prior notification by us. Prices displayed at the time of the order are the applicable prices.

4.2 Errors could possibly occur, and goods may be priced incorrectly, in which case we will not be obliged to deliver the goods (based on this incorrect price) or we won't deliver the goods at all. We will (at our discretion) either cancel your order and refund the price, or we will make reasonable efforts to contact you and ask whether you want to proceed with the order or not (based on the correct price). If we are unable to contact you, or if you do not want to proceed with the order (based on the correct price), we will cancel your order and refund the price that you have already paid. When the correct price of the goods is less than our stated price, we can (at our discretion) continue with your order and credit the lower amount to the shipping costs.

4.3 Unless stated otherwise, all prices include VAT (if applicable), but exclude shipping costs. These costs will be notified separately before you place your order and will be confirmed by e-mail.

#### *5. AVAILABILITY AND DELIVERY*

5.1 Information on this website regarding availability is subject to change without prior notification by us. We cannot guarantee the permanent or continuous availability of all products on this site. All orders are always subject to the actual availability.

5.2 We ship our orders to addresses in Belgium, Netherlands, Germany, Luxemburg, France, Austria, United Kingdom, Ireland, Denmark, Italy, Poland, Sweden, Czech Republic, Spain, Monaco, Portugal, Slovenia, Slovakia, Estonia, Latvia, Lithuania, Finland, Cyprus, Malta, Bulgaria, Croatia, Romania, Hungary, Greece, Switzerland and Norway. We will deliver the goods that you have ordered to the address that you have provided us with for the delivery at the time when you placed your order on this site.

5.3 Delivery will occur based on the information on the product pages after your order has been accepted.

5.4 We will make reasonable efforts to deliver the goods on a specified date that we have agreed upon, or, if no date is specified, within 10 business days after the day on which we have accepted your order. In the event of unforeseen circumstances beyond our reasonable control (for example: adverse weather conditions, unpredictable delays due to traffic congestion, roadworks, diversions or mechanical malfunctions, in any case beyond our reasonable control) we may not be able to deliver the goods within these periods and we will not be liable for any delay or failure to deliver the goods if the delay is wholly or partly caused by such circumstances. In case a delivery does not occur, we will decide with you for an alternative delivery date. We will also not be responsible for any delay in delivery caused by the unavailability of someone to receive the delivery of the products. It is your responsibility to contact the post office or courier company regarding the goods that could not be delivered because you were not available.

#### *6. TERMS AND CONDITIONS CUSTOMISATION*

6.1 For most custom-made products, you can add a combination of Logo, letters, spaces and numbers to form a personal text – a personal message for your creation. We reserve the right, at our sole discretion, to reject a text, for example because it contains a third-party trademark, or the names of sports teams, athletes or celebrities of whom you, or us, do not have the right to use, or because it contains material that we consider as being inappropriate. Should we reject your text, you will be notified by e-mail as soon as possible.

6.2 While we have the right to reject your personalization or design, you will remain solely responsible for your design and personalization and we are not obliged to inspect or reject your design or personalization.

6.3 Personalized products cannot be returned (unless it is due to a production error).

## **7. PAYMENT**

The payment of goods must occur in accordance with the procedure that is described on the "Shipping and Return" information page.

## **8. RIGHT OF WITHDRAWAL**

8.1 You have the right to cancel this contract within 14 days without giving any reason.

8.2 The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

8.3 In order to exercise the right of withdrawal, you must inform us by means of an unambiguous declaration via e-mail ([info@xperon.golf](mailto:info@xperon.golf)) or by telephone (+31 (0)307 612 802) of your decision to withdraw from the agreement. You will be informed via e-mail about the further procedure. In order to comply with the withdrawal period, it suffices to send your notification regarding your exercise of the right of withdrawal before the expiry of the withdrawal period.

Effects of cancellation:

8.4 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

8.5 You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

8.6 You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

8.7 The right to cancel does not apply to the following kind of contracts: Contracts for the supply of goods that are made to the consumer's specifications or are clearly personalized.

8.8 When the original packaging is no longer usable, we request that you carefully pack the item in a package that is at least equivalent to the original packaging. In any event, do not write any text on the packaging and do not paste stickers or adhesive tape on the packaging (except for the return receipt that you have received by e-mail). We request you to pack the items that are to be returned in a box in order to prevent damage during transport. Please use sufficiently post stamped packages.

Xperon Golf BV reserves the right to refuse returned items or to reimburse only part of the purchase price. This could occur when the item is returned damaged. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## **9. GUARANTEE**

9.1 You can return the product to us without limitation of your right of withdrawal under Article 8, for example, if the product is not the product that you have ordered, it is damaged or defective or it is the incorrect quantity that was delivered.

9.2 If goods are delivered with visible (transportation) damage, you must inform the carrier about this damage immediately - if possible - and contact us within 24 hours. If you have received a damaged product, we would like to hear about this as soon as possible; in such case it is also important that the product does not get used. In this case, send a photo of the damage, including additional information, within 24 hours to [info@xperon.golf](mailto:info@xperon.golf).

9.3 Once we have confirmed the defect or any other problem, we will: - Take care of a full refund for each product that is not the product that was ordered - Take care of a full refund for damaged or defective goods, if this is within a reasonable period after the sale, or - At your choice, repair or replace the goods at our cost (including shipping costs), unless this is not possible or disproportionately. In this case, you will receive a refund of the amount already paid for these goods.

9.4 We will keep you informed about the refund within a reasonable period. We usually process the refund request as soon as possible and, in any case, no later than 14 days from the acceptance of the returned shipment of the damaged or defective products.

## *10. PROPERTY*

Purchased products remain our property until they have been paid in full. As soon as the products have been delivered to you or a third party designated by you, you will bear the risk and you will be responsible accordingly.

## *11. LIABILITY*

Unless otherwise explicitly agreed below, the legislation regarding the liability for defects will apply. The abovementioned limitations and shortened periods are not applicable to claims arising from damage caused by ourselves, our legal representatives or agents

in case of damage to the body, life or health,

in case of deliberate or gross negligence and in case of criminal intent,

in case of a breach of the essential contractual obligations, whereby the fulfilment is indispensable for the proper execution of the agreement and on which the third party can normally rely on for the fulfilment of the agreement (the cardinal obligations),

in the context of a given guarantee, insofar as it was agreed upon.

## *12. GENERAL*

Should a provision of these General Terms and Conditions not be valid or admissible, it will not restrict the applicability of the other provisions. We can amend these General Terms and Condition over time or edit them otherwise without prior notification. Therefore, consult our website regularly in order to see which General Terms and Conditions are currently applicable.

## *12. APPLICABLE LAW*

Dutch law is applicable to these terms and conditions. Each agreement for the purchase of goods on this website and all disputes arising therefrom are also governed by Dutch law.

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>

We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.