

General Terms and Conditions of Purchase via the vidaXL Marketplace

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Article 1 – Definitions

vidaXL Marketplace

The private limited liability company

vidaXL Marketplace LTD C/O Tmf Group

20 Farringdon Street

EC4A 4AB London - United Kingdom

Registration No: 12274156

Environment

The vidaXL Marketplace website. The web address is “vidaXL” followed by the country extension (.nl / .be / .co.uk etc.). For example, www.vidaxl.nl and any other application designed by vidaXL Marketplace.

Platform

The environment on which third parties offer products to Users.

User

Any visitor of the Environment

Seller

A third party, either a legal or a natural person, offering products to Users through the Platform

Customer

A User of the Environment who proceeds to purchase an Item via the Platform.

Purchase Agreement

The purchase agreement that arises between the Seller and a Customer via the Platform.

Article 2 – Applicability

2.1 These terms and conditions apply to the ordering and purchasing of products from Sellers via the Platform (hereafter: General Terms and Conditions of Purchase via vidaXL Marketplace). These conditions can also be consulted on the vidaXL Marketplace website.

2.2 Every Customer who places an order for a product offered by a Seller within the Environment accepts the applicability of the General Terms and Conditions of Purchase via the vidaXL Marketplace.

2.3. Deviations from the provisions of these General Terms and Conditions of Purchase via the vidaXL Marketplace can be made in writing. The remaining provisions will remain in full force and effect.

2.4 These General Terms and Conditions of Purchase via the vidaXL Marketplace are applicable to both buyers who qualify as (general) consumers and buyers who qualify as business consumers.

2.5 All rights and claims, as stipulated in these General Terms and Conditions of Purchase via the vidaXL Marketplace and in any further agreements that are made for the benefit of vidaXL Marketplace, are also stipulated for the benefit of intermediaries and other third parties engaged by vidaXL Marketplace, explicitly including the Seller(s).

2.6 vidaXL Marketplace has the right to change these General Terms and Conditions of Purchase via the vidaXL Marketplace. The changed conditions will be applicable as soon as they are published on the website. If a buyer then places an order, they thereby accept the applicability of these terms and conditions.

Article 3 – Customer contact

3.1 The Customer must meet at least the following requirements:

- The Customer should have a customer account with vidaXL Marketplace;
- The Customer is at least 18 years of age;
- The Customer can be contacted via email.

3.2 vidaXL Marketplace is always entitled not to process certain orders from Sellers or to attach certain conditions to certain orders.

3.3 The Customer is not entitled to let others use their account.

3.4 The Customer declares to act in accordance with the General Terms and Conditions of Purchase via the vidaXL Marketplace and all applicable laws and regulations.

3.5 The Customer is responsible for the accuracy of the data in their own account

Article 4 – Third party offers

4.1 vidaXL Marketplace is commercial agent to the Seller. The Customer acknowledges that the Purchase Agreement is concluded between the Customer and the Seller and that vidaXL Marketplace is not or will not be a party to this agreement.

4.2 In case of questions or complaints about the products purchased by the Customer, the Customer should contact the relevant Seller directly. The Customer acknowledges that in these cases, they cannot appeal to the vidaXL Marketplace, and that vidaXL Marketplace is not liable in any way whatsoever, including defects in the product(s) purchased.

Article 5 – Order and delivery

5.1 A Customer can place an order at vidaXL Marketplace via the normal ordering process for a product offered by a Seller.

5.2 The Customer receives an invoice from the Seller

5.3 Ownership of the delivered items will only be transferred until the Customer has fulfilled their payment obligation.

Article 6 – Reimbursement and payment

6.1 The Customer owes the purchase price of the product(s) purchased from the Seller via the Platform to vidaXL Marketplace. The Customer is not released from their payment obligation by direct payment to the seller.

Article 7 – Provisions for purchase from Seller(s)

7.1 If a Customer purchases a product from a Seller via the Platform, the Customer undertakes to read and accept the general terms and conditions of sale of the relevant Seller(s) from whom they purchase one or more product(s) via the Platform.

Article 8 – Information and use of data

8.1 The Customer will keep a careful eye on their email so that the Customer can take note of information sent to them by vidaXL Marketplace or Seller in a timely manner.

8.2 vidaXL Marketplace is not liable for any information that does not appear on time or appears unclear or for any manifest errors, regardless of from who the information originates or to whom it is provided.

8.3 The Customer declares to be familiar with and agree that their name and address details, email address and phone number will be provided to the Seller to the extent that these are necessary to execute the Purchase Agreement or if the Customer has given permission for this. Seller is only entitled to use the Customer's data to the extent that this is necessary to handle and execute the Purchase Agreement or if the Customer has given permission for the use of the data.

8.4 The Customer acknowledges that an evaluation system is part of the sales process. The Customer will be invited via email. The Customer declares that they will participate in good faith, in the case that they choose to participate. The Customer guarantees that all information provided by them is correct and not misleading. The Customer will refrain from providing and/or mentioning offensive, threatening and/or defamatory information.

8.5 vidaXL Marketplace is always entitled to refuse to post a review on the site or to remove it if the review is in contradiction with the laws or regulations, public order and/or morality.

Article 9 – communication between Customer and Seller

9.1 All communication between the Customer and Seller that goes through the vidaXL Marketplace can be viewed and used by vidaXL Marketplace to:

Support the Customer and /or the Seller in case of questions and/or issues;
Assess if the Seller meets the requirements;
Analyse process improvements

9.2 The Customer gives vidaXL Marketplace the permission to store, view and use the communication in accordance with the provisions of paragraph 1 in this article.

Article 10 – Miscellaneous

10.1 vidaXL Marketplace has the right to restrict, not grant or revoke certain privileges or block the use of the account or the ability to order, deny or limit Seller(s) items through vidaXL Marketplace, depending on the trade history of a Customer; this is at the sole discretion of the vidaXL Marketplace.

Article 11 – Severance clause

Should one of the provisions in these Terms and Conditions be or become ineffective, the effectiveness of the other provisions shall not be affected thereby. An ineffective provision shall be deemed to be replaced by an effective provision which comes as close to the ineffective provision as possible.

vidaXL Marketplace is always entitled to discontinue the functionalities for the purpose of the Sellers' offers on the vidaXL Marketplace.

Article 12 – Governing law and jurisdiction

The General Terms and Conditions of Purchase via the vidaXL Marketplace are exclusively governed by Dutch law. All disputes arising from these Terms and Conditions are exclusively referred to the District Court of Oost-Brabant, location 's-Hertogenbosch, unless the law specifically designates another court.