General Terms and Conditions

Valid from 15 September 2025

Our company is registered in the Netherlands (EU). Purchase agreements are concluded with a Dutch company.

1. INFORMATION ABOUT DAVILOT

This website is operated by DaviLot ("we―) and the goods you purchase will be supplied by us. We are registered with the **Netherlands Chamber of Commerce (KvK)** under number **54818818**, with our registered office at **Weerdslag 18, 7206 BR ZUTPHEN**. Our **VAT number** is **NL001588674B98**. You can contact us by e-mail at service@davilot.nl, by telephone at **+31 575 513 503**, or in writing at the address above.

2. YOUR PERSONAL DATA

We will use your personal data in accordance with our **privacy policy**, available on our website under "privacy―.

3. ORDERING â€" online via the webshop

You can place an order for goods offered for sale on this website by following the on-screen instructions after clicking the product you wish to buy. You will be able to review your order and correct any input errors until you place your order by clicking "Order with payment obligation.―By clicking this button, your order is placed. We acknowledge receipt of your order by sending an automatically generated e-mail accepting your order. The contract is concluded with that e-mail. The contract relates only to those goods specified in our e-mail confirming acceptance of your order. Please read and check the details in that e-mail. If anything is incorrect or you are not satisfied, contact service@davilot.nl. The contractual language is Dutch. Where we accept your order, we are legally obliged to supply goods that conform to these terms.

4. ORDERING â€" directly (not via the webshop)

You may also place an order by phone or by e-mail to verkoop@davilot.nl. This may be a delivery instruction or acceptance of a quotation sent by us. We will confirm your order by an **order confirmation** e-mail. The contract is concluded with that e-mail. The contract relates only to the goods specified in our confirmation. Please read and check the details. If anything is incorrect or you are not satisfied, contact verkoop@davilot.nl. The contractual language is Dutch. Upon acceptance of your order we are legally obliged to supply goods conforming to these terms.

5. PRICES AND SHIPPING COSTS

Price information on this website may change without prior notice. The prices displayed **at the time of ordering** apply. Occasionally errors may occur and goods may be incorrectly priced; in such cases we are not obliged to supply at the incorrect price. We will either cancel your order and refund you, or contact you to ask whether you wish to proceed at the **correct price**. If we cannot contact you or you do not wish to proceed, we will cancel and refund any amounts paid. If the correct price is lower than shown, we may, at our discretion, proceed and charge the lower amount upon dispatch. For almost all products, prices are shown **including and excluding VAT**. If no price is shown, it is available upon request. All prices **exclude shipping costs**. Shipping costs can be found at www.davilot.nl/Verzenden-en-betalen; they are shown separately before you place your order and confirmed by e-mail.

6. AVAILABILITY AND DELIVERY

Availability information may change without notice. We cannot guarantee constant availability; all orders are subject to current availability. We deliver to: **Netherlands, Germany, France, Switzerland, Austria, Belgium, Denmark, Sweden, Norway, Finland, Italy, Czech Republic, Slovakia.** We deliver to the address you provide when placing your order. Delivery will take place as indicated on the product pages after we have accepted your order. We will use reasonable efforts to deliver on the agreed date; if no date is stated, we will deliver **within 30 days** after the day on which we accept your order. In unforeseen circumstances (e.g. adverse weather, traffic, roadworks, detours, mechanical failure) we may be unable to deliver within these timeframes and are not liable for delay or failure caused wholly or partly by such circumstances. If delivery does not take place, we will agree an alternative date with you. We are not

responsible for delay caused by the absence of someone to receive the goods; you are responsible for contacting the postal service or courier regarding undelivered items due to your unavailability.

7. PAYMENT

Payment must be made in accordance with the procedure described on the "Shipping and Payment―information page.

8. RIGHT OF WITHDRAWAL FOR CONSUMER PURCHASES

- A. **Cooling-off period.** Consumers have the right to withdraw from the contract **within 14 days** without giving any reason. The period starts the day after the consumer receives the product; for multiple products in one order: the day after the consumer receives the last item.
- B. **Exercising the right.** To exercise the right of withdrawal, the consumer must inform us by an unambiguous statement (e.g. by post or e-mail). The **EU model withdrawal form** may be used but is not obligatory.
- C. **Effects.** Following withdrawal we will refund **all payments including delivery costs** (except any additional costs for a non-standard delivery method) as soon as possible and no later than **14 days**, using the same means of payment unless agreed otherwise.
- D. **Return.** The consumer must return or hand over the products without undue delay and in any event **within 14 days** after notifying the withdrawal. **Direct return costs** are borne by the consumer.

9. WARRANTY

Without prejudice to your right of withdrawal, you may return a product to us, e.g. if it is not the ordered product, is damaged or defective, or the quantity is incorrect. If goods are delivered with visible transport damage, please report this â€" where possible â€" to the carrier immediately and contact us as soon as possible. Failure to do so does not affect your **statutory warranty rights**, but helps us assert our rights against the carrier/insurer. Once we confirm the defect or issue, we will arrange either a full refund of the damaged/defective goods or a repair, in consultation with you, and keep you informed within a reasonable period. Refund requests are processed as soon as possible and in any event within **30 days** after our email confirming the refund. After the product is **put into use**, the warranty for **consumables** such as tyres and batteries expires. The warranty also lapses for damage caused by **improper use** or **failure to follow the user manual**.

- A. Consumer purchases: statutory warranty 24 months from purchase date.
- B. Business purchases: warranty 12 months from purchase date.

10. TITLE

Products remain our property until **paid in full**. Once delivered to you or a third party designated by you, **risk** passes to you and you are liable accordingly.

11. LIABILITY

Unless expressly provided otherwise below, statutory provisions on liability for defects apply. The above limitations and shortened periods do not apply to claims for damage caused by us, our legal representatives or agents:

- in case of injury to life, body or health;
- in case of intent or gross negligence and in case of fraud;
- in case of breach of essential contractual obligations (cardinal duties);
- under any warranty given, where agreed.

12. GENERAL

If any provision of these Terms is invalid or unenforceable, the remaining provisions shall not be affected. We may amend these Terms from time to time without prior notice. Please check our website regularly to see which Terms apply at any given time.

13. APPLICABLE LAW

These Terms are governed by **Dutch law**. Any contract for the purchase of goods through this website and any disputes arising out of or in connection with it are also governed by Dutch law.

14. ONLINE DISPUTE RESOLUTION (for online purchases)

The **European Commission** provides a platform for online dispute resolution for consumers: https://ec.europa.eu/consumers/odr/. We participate in this procedure on a voluntary basis.