

Terms and Conditions

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 Chamber of Commerce in the Netherlands under number 54818818 and with our registered office at Weerdslag 18 7206 BR ZUTPHEN, The Netherlands, VAT number: NL001588674B98

You can contact us by e-mail at service@davilot.nl, by telephone on + 31 575 513 503 or write to us at the above address.

2. YOUR PERSONAL DATA

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

3. ORDER

You may place an order for goods offered for sale on this website by following the on-screen instructions after clicking on the product you wish to purchase. You will be given the opportunity to check your order and correct any input errors until you place your order by clicking on the "Order with obligation to pay" button. By clicking on "Order with payment obligation" your order is placed.

We will confirm receipt of your order by sending an automatically generated email accepting your order. The agreement is concluded with this e-mail.

The contract relates only to those specific goods named in our confirmation email of our acceptance of your order. Please read and check this information in this email to ensure it is correct.

If the details in the confirmation email are not correct, or if you are not satisfied with the details in the email, please contact us at service@davilot.nl

The contractual language is English.

Where we accept your order, we have a legal obligation to supply goods in accordance with these terms.

4. PRICES AND SHIPPING COSTS

Information on this website regarding prices is subject to change by us without notice. The prices displayed at the time of the order are the prices that apply.

Occasionally an error may occur and goods may be incorrectly priced. In that case we are not obliged to deliver the goods (on the basis of this wrong price).

We will either cancel your order and refund the price, or we will contact you and ask you (on the basis of the correct price) to proceed with the order. If we are unable to contact you or if you do not wish to proceed with the order (based on the correct price), we will cancel your order and

refund the price you have already paid. If the correct price of the goods is less than our stated price, we may (at our discretion) proceed with your order and charge the lesser amount upon shipment.

Unless otherwise stated, all prices include VAT (if applicable) but exclude shipping costs. Shipping costs can be consulted here. These will be reported to you separately before you place your order, after which they will also be confirmed by e-mail.

5. AVAILABILITY AND DELIVERY

Information on this website regarding availability is subject to change without notice. We cannot guarantee the constant availability of the products on this site. All orders are subject to current availability at all times.

Orders through our websites; davitlot.nl, www.davitlot.de and www.davitlot.com can only be delivered in the following countries: the Netherlands, Germany, France, Switzerland, Austria, Belgium, Denmark, Sweden, Norway, Finland, Italy, Czech Republic, Slovakia. We will deliver the goods ordered by you to the address you provide to us at the time of placing your order on this site. For delivery in other countries please contact us: service@davitlot.nl.

Delivery will be made based on the information on the product pages after your order has been accepted.

We will make reasonable efforts to deliver the goods on the agreed date. If no date is stated, we will deliver the goods within 30 days of the day on which you have placed your order and it has been accepted by us.

In the event of unforeseen circumstances (e.g. unfavorable weather conditions, unpredictable delays due to traffic jams, road works, diversions or mechanical failures) we may not be able to deliver the goods within these time limits and we will not be liable for any delay or failure to fulfill the goods if the delay is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we will agree an alternative delivery date with you.

We are also not responsible for any delay in delivery caused by the unavailability of someone to take 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. PAYMENT

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

7. WARRANTY

Without limiting your right of withdrawal under article 7, you can return the product to us, e.g. if the product is not the ordered product, if it is damaged or defective or if it concerns an incorrectly delivered quantity.

If goods are delivered with visible transport damage, you must immediately report this damage - if possible - to the delivery person and contact us as soon as possible. If you do not make a complaint or do not contact us, this will not affect your legal rights and their enforcement, in

particular with regard to your legal right to warranty. But you will then help us to assert our own rights against the freight forwarder or the transport insurance company.

Once we have confirmed the defect or other issue, we will:

- ensure a full refund
- provide a full refund for damaged or defective goods if this is within a reasonable time after the sale, or
- at your option, repair or replace the goods at our expense (including the cost of postage) unless this is not possible or disproportionately expensive. In this case, you will receive a refund of the amount already paid for these goods.

We will notify you of the refund within a reasonable time. We usually process the refund request as soon as possible and in any case no later than 30 days after the refund confirmation email for damaged or defective products.

8. PROPERTY

Purchased products remain our property until they have been paid in full. Once the goods have been delivered to you or a third party designated by you, you bear the risk and are liable accordingly.

9. LIABILITY

Unless expressly agreed otherwise in the following, the statutory regulation regarding liability for defects applies.

The above limitations and shortened time limits do not apply to claims for damages caused by ourselves, our legal representatives or agents:

- in case of damage to body, life or health
- in case of willful or grossly negligent breach of duty and in case of bad faith
- in the event of a breach of essential contractual obligations, the fulfillment of which is indispensable for the proper execution of the agreement and on the fulfillment of which the other party to the agreement may normally rely (cardinal obligations)
- in the context of a given guarantee, insofar as agreed.

10. GENERAL

If a provision of these General Terms and Conditions is invalid or inadmissible, this does not limit the effect of the other provisions.

We may change or otherwise edit these Terms and Conditions from time to time without notice. Please check our website regularly to see which General Terms and Conditions currently apply.

11. APPLICABLE LAW

Dutch law is applied to these conditions. Any agreement for the purchase of goods on this website and all disputes arising in connection therewith are also governed by Dutch law.

12. ONLINE DISPUTE RESOLUTION

The European Commission provides an online dispute resolution platform for consumers, which you can find at <https://ec.europa.eu/consumers/odr/>. We participate voluntarily in this dispute resolution procedure.