

General terms and conditions of sale

Company name: Wintec Trading

1. Applicability

1.1 These General Terms and Conditions of Sale (hereinafter referred to as Terms) apply to all offers, orders, quotations and agreements of Wintec Trading. In the event of any exclusion via other general terms and conditions of the buyer, these Terms and Conditions will automatically remain applicable, provided that another agreement has been made in writing in advance with reference to the relevant article. The Terms and Conditions of Wintec Trading can be found on the website <https://winplaza.nl> and can be sent upon request.

1.2 Accepting an offer or placing an order means that you accept the applicability of these Terms and Conditions. This can be done by means of an order or an order via the webshop <https://winplaza.nl>.

1.3 The provisions of these Conditions may only be deviated from in writing, provided that another agreement has been agreed in writing in advance with reference to the relevant provision or article. The other provisions and articles not mentioned remain in full force.

2. Agreement

2.1 An agreement is only concluded after acceptance of your order by Wintec Trading is entitled to refuse orders or to attach certain conditions to the delivery, unless expressly agreed otherwise in writing. If an order is not accepted, Wintec Trading will notify this within one (10) working days after receipt of the order.

3. Prices/Offers

3.1 All offers from Wintec Trading are without obligation and Wintec Trading expressly reserves the right to change prices, in particular when this is necessary based on (legal) regulations.

3.2 All prices are stated in euros including VAT and excluding shipping costs unless otherwise stated.

4. Returns

4.1 You can return all items within 14 days of receipt, after which you will receive your money back. However, it is expressly stated that the seal/packaging of the items may not be broken and that the items must be delivered to Wintec Trading in an undamaged condition. This is in accordance with the Distance Selling Act. If this aspect is not observed, we unfortunately cannot take back the items and cannot cancel the payment.

4.2 You are obliged to check whether the items delivered to your home correspond to the order. If this is not the case, you can report this within 14 days by e-mail to Wintec Trading stating the order number in the subject of your e-mail, and a clear explanation of why the item does not correspond. Wintec Trading will replace the item or cancel your payment if it is demonstrated that you do not accept the item for valid reasons.

4.3 In the exceptional case that you are sent an item that does not correspond to the order, Wintec Trading reserves the right to replace the item with a new item or to refund the amount paid. In this case, Wintec Trading will pay the return shipping costs. 4.4 If you are returning something, please follow these steps:

Send an email to Wintec Trading so that we expect your shipment.

NOTE: In the subject of your email, state the order number or invoice number that you received by email.

Pack the items in such a way that damage is avoided.

Address the items

Add a short description to the return item and your name and contact details.

4.5 Unless otherwise agreed, the costs for return shipment are for the customer.

5. Payments

5.1 Payment must be made in advance via IDEAL or another agreed payment method.

5.2 If you are in default with any payment, Wintec Trading is entitled to suspend or terminate the execution of the relevant agreement and related agreements.

6. Delivery

6.1 The delivery times stated by Wintec Trading are only indicative. Exceeding any delivery period does not entitle you to compensation or the right to cancel your order or terminate the agreement, unless the delivery period is exceeded to such an extent that you cannot reasonably be expected to maintain the agreement. In that case, you are entitled to cancel the order or terminate the agreement to the extent necessary.

6.2 The products will be delivered at the location and time at which the products are ready for shipment to you.

6.3 Exceeding the delivery period caused by postal companies, which may be TNT, DHL or any other forwarding agent, does not fall within the delivery period of Wintec Trading because Wintec Trading has no influence on this.

7. Retention of title

7.1 The ownership of delivered products will only be transferred if you have paid everything you owe under any agreement with Wintec Trading. The risk with regard to the products will already be transferred to you at the time of delivery.

8. Complaints and liability

8.1 You are obliged to examine upon delivery whether the products correspond to the agreement. If this is not the case, you must notify Wintec Trading of this in writing and by letter as soon as possible and in any case within three (3) days after delivery, or after this could reasonably have been determined.

8.2 If it has been demonstrated that the products do not correspond to the agreement, Wintec Trading the choice to replace the products in question with new products upon return or to refund the invoice value.

8.3 If you do not wish to purchase a product for any reason, you have the right to return the product to Wintec Trading within one (10) day after delivery. Returns will only be accepted in this case if the product and the original packaging are undamaged, whereby the costs for return shipments are at your expense.

8.4 Before using the product, you must carefully read and observe the risks. These are clearly and concisely stated on the packaging by means of a sticker. You can also read the extensive user and risk description on the webshop. Wintec Trading is therefore not responsible for any injury and/or damage that has directly or indirectly arisen from the use of our products.

9. Electronic communication and evidence

9.1 Wintec Trading is not liable for misunderstandings, mutilations, delays or improper transmission of data and messages as a result of the use of the Internet or any other means of communication in the traffic between the Customer and Wintec Trading (or third parties engaged by the Customer), unless and to the extent that there is intent or gross negligence on the part of Wintec Trading.

9.2 The administration of Wintec Trading shall serve as full proof of the existence, content and execution of the agreement with the Customer in any legal proceedings, until proof to the contrary is provided by the party, who relies on the fact that the proof is not reliable.

10. Force majeure

10.1 Without prejudice to its other rights, Wintec Trading in the event of force majeure, the right to, at its own discretion, suspend the execution of your order or to dissolve the agreement without judicial intervention, by notifying you of this in writing and without Wintec Trading being obliged to pay any damages, unless this would be unacceptable in the given circumstances according to standards of reasonableness and fairness.

10.2 Force majeure is understood to mean any shortcoming that cannot be attributed to Majesty Padel B.V., because it is not due to its fault and is not for its account under the law, legal act or prevailing standards.

10.3 Exceeding the delivery time caused by postal companies, which may be TNT, DHL or any other forwarding agent, does not fall within the delivery period of Wintec Trading because Wintec Trading has no influence on this.

11. Miscellaneous

11.1 If one or more of the provisions of these Conditions or any other agreement with Wintec Trading are in conflict with any applicable legal provision, the provision in question will lapse and will be replaced by a new legally permissible comparable provision to be determined by Wintec Trading.

11.2 Wintec Trading is authorized to use third parties in the execution of your order(s).

12. Applicable law and competent court

12.1 All rights, obligations, offers, orders and agreements to which these Conditions apply, as well as these Conditions, are exclusively governed by Dutch law

12.2 All disputes between parties will be submitted exclusively to the competent court in the Netherlands.

12.3 None of Wintec Trading can be held liable for damage or injury resulting from incorrect use or use by children under the recommended age stated on the packaging and/or enclosed document and/or on the website <https://majesty-padel.com> user information.

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