

Article 1 – Eurow.eu

1. Eurow.eu is part of Heeres Boat Service.
2. Company name: Heeres Boat Service
Registered office: Verlengde Hoogravenseweg 13
3525 BB Utrecht
the Netherlands
Telephone number: +31 (0) 30 280 50 68
Reachable by phone at: Monday to Friday from 9 AM to 5 PM CET
E-mail address: info @ eurow . eu
Chamber of Commerce no.: 39066537
VAT-number: NL002169497B21
3. The website www.eurow.eu is operated by Heeres Boat Service. Heeres Boat Service is the provider of all goods and services that are being displayed at www.eurow.eu, except the goods and services displayed at the page "Rowing Market".

Article 2 – Applicability and definitions

1. These Terms and Conditions apply to all products offered by and all agreements entered into with Heeres Boat Service.
2. Before any distance purchase is made, the Terms and Conditions are provided to the customer. The Terms and Conditions are downloadable in PDF from the website www.eurow.eu.
3. Our products may be subject to Additional Terms and Conditions as well. Before any distance purchase is made, the Additional Terms and Conditions are provided to the customer. The Additional Terms and Conditions are downloadable in PDF from the website www.eurow.eu/en.
4. The website: the website that is operated by Heeres Boat Service to display products and services, hereby defined as www.eurow.eu and all related subdomains.
5. The customer: the natural or juridical person that places an order via www.eurow.eu and all related subdomains.
6. The offer: all products (goods and services) that are provided by Heeres Boat Services via www.eurow.eu and all related subdomains. Our Additional Terms and Conditions apply on the offer.
7. The contract: an order, agreement or contract between Heeres Boat Service and the customer. Contracts concluded via the website are subject to distance selling regulations.
8. Day: calendar day.

Article 3 – The offer

1. In case additional terms and conditions apply to the offer, they are explicitly stated in the offer.
2. The offer includes a complete and accurate description of the products.

3. The offer contains such information that the legal rights and commitments which are associated with the acceptance of the offer are clear to the customer. This information is detailed on the product page or displayed on a separate page that is visible before the contract is concluded and the payment process is started.

Article 4 – The contract

1. The contract is concluded when the customer accepts the offer and in addition meets the requirements, with regard to Article 4.4.
2. The offer is accepted by ordering via the website. The customer receives an order confirmation via e-mail after the offer is accepted.
3. Heeres Boat Service provides a safe web environment for orders and payments.
4. Heeres Boat Service is allowed, within legal boundaries, to inform whether or not the customer can meet his or her payment obligations and other facts and factors that are relevant to a distance selling contract. If Heeres Boat Service sees reason to deviate from the conclusion of the contract, the order may be rejected or executed under specified conditions.
5. Heeres Boat Service informs the customer, latest at the time of delivery, per mail or e-mail:
 - a. The conditions under which the customer can proclaim the right of cancellation;
 - b. Information about the warrantee and after-purchase services, when applicable.
6. The final price listed on the invoice includes all taxes, shipping and handling costs, payment method and shipping method. The final price does not include any customs payments and/or duties.

Article 5 – Right of cancellation (Distance Selling Regulation)

1. The customer has the right to cancel the contract at any time during the cancellation period of 14 days after the goods are delivered, without further specification.
2. The cancellation period (Article 5.1) starts at the day that the customer, or a designated third party that is not the shipping company, receives the goods.
3. If Heeres Boat Service does not provide the legally obligated information about the Distance Selling Regulation, cancellation of the order is possible within 12 months after the cancellation period terminates as described in the Articles 5.1 and 5.2.

Article 6 – Customer obligations during the cancellation period

1. During the cancellation period, the customer will handle the goods and packaging with care. It is allowed to test the goods in the extent to which the nature, characteristics and operation of the goods can be determined. The premise here is that the customer should only

handle and inspect the goods as he would be allowed to do in a shop.

2. The customer should only be liable for diminished value of the goods which is the result of handling the goods beyond the permitted actions described in Article 6.1.

3. The customer is not liable for diminished value of the product if Heeres Boat Service has not provided all the legally obligated information about the right of cancellation.

Article 7 – Exercising the cancellation right

1. If the customer intends to exercise his cancellation right, he has to do so within the cancellation period (see Article 5) by inform Heeres Boat Service the following:

- a. The name of the good(s), the article number and the amount of the product that the customer wants to withdraw;
- b. The order date;
- c. The date of delivery;
- d. A copy of the original invoice with clear mention of the IBAN-number of the customer, or the relevant banking information for the chosen payment method;
- e. The name and address of the customer.

2. Notifying should be done from an address or e-mail address that is known by Heeres Boat Service, for example the address that was given by the customer when ordering.

3. The customer returns the good(s) to Heeres Boat Service as soon as possible but within 14 days after the notification as referred to in Article 7.1.

4. The customer returns the good(s) complete with all accessories, if reasonably possible in original condition and packaging, unless after the cancellation notification the customer and Heeres Boat Service have agreed otherwise.

5. The customer is responsible for the correct and timely exercise of his cancellation right.

6. The customer is responsible for the cost and delivery of returning the good(s).

7. If the customer exercises his cancellation right, any additional contracts will be dissolved, by rights and without formal notice.

Article 8 – Obligations of Heeres Boat Service upon cancellation

1. Any notification of cancellation by mail or e-mail will be confirmed by Heeres Boat Service within 7 days after receiving the returned good(s).

2. Upon receiving and inspecting the returned good(s), Heeres Boat Service refunds the purchase price of the good(s).

3. Shipping and handling costs are refunded only if the entire order is cancelled.

4. Heeres Boat Service uses the method of payment indicated in the order to refund returned goods, unless expressly agreed otherwise. The customer will not be charged for the refund.

5. If the customer has chosen a more expensive delivery method than the standard delivery method, Heeres Boat Service refunds the shipping costs up to the costs of the standard delivery method.

Article 9 – The price

1. The prices shown in the shop include VAT and exclude handling en shipping costs.
2. Handling and shipping costs are calculated and displayed before the customer enters the checkout process.

Article 10 – Fulfillment of contract and warranties

1. Heeres Boat Service guarantees that the goods and/or services meet the contract, including the specifications in the offer, requirements of reliability and usability and legislation and government regulations existing at the conclusion of the agreement.
2. Any additional warranty or guarantee provided by Heeres Boat Service, its supplier, manufacturer or importer, will never restrict the legal rights and claims that the customer is entitled to, if Heeres Boat Service has failed to fulfill its part of the agreement.
3. By additional warranty or guarantee is meant: any agreement by Heeres Boat Service, its supplier, manufacturer or importer, that grants rights or claims to the customer, which reach beyond legal obligations and government regulations.

Article 11 – Delivery

1. The place of delivery is the delivery address provided by the customer to Heeres Boat Service.
2. Subject to Article 3 of these Terms and Conditions, when a contract is concluded Heeres Boat Service will deliver as quickly as possible, but no later than 30 days, unless expressly agreed otherwise. If delivery is delayed or cannot be carried out, wholly or partially, the customer will receive notice within 30 days after the contract is concluded. In this case, the customer has the right to terminate the contract without any costs or further obligations.
3. After termination of the contract described in the preceding paragraph, Heeres Boat Service immediately refunds the amount paid by the customer.
4. The risk of damage and/or loss of the goods remains with Heeres Boat Service until the moment of delivery to the customer, or to a representative appointed by the customer, unless expressly agreed otherwise.

Article 12 – Payment

1. Unless no other terms are stipulated, the customer has to make the full payment within 14 days after the start of the cancellation period.
2. The customer is never obliged to an advance payment of over 50%. If post-payment is agreed upon, the customer cannot assert any rights regarding the implementation of the order before the advance payment has been made.

3.If the customer is unable to meet his or her payment obligations, Heeres Boat Service notifies the customer and grants him or her another 14 days to make the full payment. If these 14 days expire and still no payment has been made, Heeres Boat Service is entitled to charge the extrajudicial costs, along with the legal interest rate. Extrajudicial costs amount: a maximum of 15% of amounts to € 2.500,-, 10% on the next € 2.500,- and 5% on the next € 5.000,-, with a minimum of € 40,-. Heeres Boat Service can deviate from these amounts and percentages to the benefit of the customer.

Article 13 – Complaints procedure

1. Complaints about the fulfillment of the contract must be filed to Heeres Boat Service within 14 days after the customer has found any deficiencies.
2. Heeres Boat Service replies within 14 days after receiving the complaint.
3. The customer allows Heeres Boat Service at least 30 days to resolve the complaint by mutual agreement. After this periode, the complaint is subject to dispute resolution.

Article 14 – Governing law

1. These terms of sale and the supply of goods will be subject to Dutch law and the Dutch courts will have jurisdiction in respect of any dispute arising from the contract.
2. These Terms and Conditions have been translated from the Dutch text. When differences between the texts occur, the Dutch Terms and Conditions prevail.

Article 15 – Additional terms

Additional terms and conditions may not be to the detriment of the customers rights and must be documented and presented to the customer in such a way that they can be stored on a durable medium.

Last updated on September 2, 2016.