

General Terms and Conditions

Article 1: Scope

- 1) Accepting an offer or placing an order means you accept the applicability of these provisions.
- 2) These provisions can only be waived in writing, in which case all other provisions remain in force.
- 3) All rights and claims, such as in these terms and conditions and in possible future agreements, are also agreed upon for the benefit of irrigationparts.eu's intermediaries and other third parties.

Article 2: Contract

An agreement is only reached after irrigationparts.eu accepts your order. Irrigationparts.eu is entitled to refuse your order or impose certain conditions to the delivery, unless otherwise specified. If an order is not accepted, irrigationparts.eu will notify you within three (3) business days after receiving the order.

Article 3: Prices and special offers

- 1) All special offers from irrigationparts.eu are without obligation and irrigationparts.eu explicitly reserves the right to change prices, particularly, but not exclusively, if required by (legal) regulations.
- 2) All prices are in Euros and exclude shipping costs. Prices of all parts are given including and excluding VAT. Shipping costs are displayed separately before a customer finalizes the order.

Article 4. Force majeure

When due to force majeure an order cannot be delivered in accordance with the agreement, irrigationparts.eu must notify the customer as soon as possible in writing, without any obligation to pay for compensations. The customer is therefore required to ensure the correct address and telephone number have been provided when placing the order. In case of force majeure, irrigationparts.eu may (after consulting with the customer) terminate the contract or postpone delivery until the force majeure has ceased to exist. A situation is considered a force majeure if delivery by one or more suppliers is late or unacceptable, restrictive government measures are in place, partly or fully due to strikes or disturbances in the internal and external transport sector, in case of riots and other disturbances that prevent meeting agreements timely, in case of disruptions of the internet, email, computers and servers and/or telephone or internet connections that block internet orders, and/or extreme weather conditions or other circumstances prohibiting entrance to or use of the work location.

Article 5: Delivery

- 1) Delivery shall always be on behalf of irrigationparts.eu, unless otherwise specified. Transport to the address of the customer will be at the expense and risk of the customer.
- 2) The means of transport and execution of the order is chosen to the best knowledge. Irrigationparts.eu is not liable for this choice, unless the customer can prove intent or gross negligence by irrigationparts.eu.
- 3) Agreed upon delivery times will be observed by irrigationparts.eu as far as possible. Exceeding delivery times however do not make irrigationparts.eu liable nor do they give the right to cancel an agreement.
- 4) Irrigationparts.eu reserves the right not to deliver if the customer has outstanding bills not paid within the payment term.
- 5) Irrigationparts.eu is in no way responsible for any damages to the customer as a result of non-delivery.
- 6) Returned orders due to the fact that the customer is for instance treated in hospital, is on holidays, or has moved does not give right to a new delivery on a new address or the right to cancel an order. Irrigationparts.eu is not responsible for any incorrect address provided by the customer. Your order is carried out in accordance with your request, and you should assure the provided address is correct.
- 7) A delay of one or more days due to the fact that the customer is not home and/or not available which prevents timely delivery of the product does not entitle the customer to cancel the order, nor give right to a new product and/or delivery.
- 8) The product may differ from the picture displayed on the web site. This does not give the customer the right to cancel the order or request another product. Irrigationparts.eu will seek to ensure products resemble photos as close as possible. However, the customer can derive no rights from any deviation from photos.

Article 6: Property

All delivered products remain the property of irrigationparts.eu until they are fully paid and delivered.

Article 7: Returns

Satisfaction / Cooling off period

We would want nothing more than you being a happy customer of ours and naturally treat our customers to the best service and products possible. It however may happen that you are not fully satisfied with your purchase after your order. This is no problem at irrigationparts.eu.

We have a cooling off period of 14 (fourteen) calendar days after purchase, during which you may change your mind and have the possibility to return the product. For this you must however respond within fourteen (14) calendar days.

In the case you may want to make use of your right to cancel, you must return the product to irrigationparts.eu with all delivered accessories and –if reasonably possible – in the original state and packaging, in accordance with the instructions provided by irrigationparts.eu. The shipping costs for returning are at your account, as is the manner of returning the product.

Would you for whatever reason want to return a product, please fill in the return form as complete as possible. This allows us to handle your request in a quick fashion. Fill out the different fields as complete as possible and select the reason for returning. The costs for returning are at your expense.

TIP: You can let us arrange picking up your parcel. We then deduct the delivery costs from the price to be credited to you for the product.

Excluded from the right to cancel are:

1. Parts which are used, damaged, or no longer complete.
2. Electronic components
3. Parts for which the seal is broken, if applicable.

Defective or wrongly delivered products at delivery

If you receive an incomplete, wrong or defective product, you must contact us within 14 (fourteen) calendar days after detection by contacting us or by filling in a return form.

Transportation damages

It is important never to accept a damaged package. In the carrier delivers a damaged package, please refuse the package and within 48 hours contact us by email: info@irrigationparts.eu. If you do accept the package and find the product to be damaged you should contact us within 48 hours for further processing.

TIP: If you accept a package which is damaged (because for instance the damage seems to be small, e.g. a small and shallow scratch on the box), you can specify and report damages on the receipt.

If the product is broken or defective, we can process your request faster. In this case also contact us within 14 (fourteen) calendar days.

Article 8: Complaints and handling of complaints

It is of course troublesome if you have a complaint about your service. Nevertheless, we request you kindly to pass on your request to our email: info@irrigationparts.eu. Our staff will review your complaint and try to resolve the complaint to your satisfaction. Upon receiving your complaint, you will receive a confirmation. We will respond to your complaint within 14 (fourteen) calendar days after receipt. We will inform you, should it take more time.

Article 9: Cancelling

Orders for delivery within the Netherlands may be cancelled up until 48 hours before delivery. Orders outside the Netherlands may be cancelled up until of 5 working days before delivery.

Article 10: Applicable law

- 1) On all agreements these provisions fully or partially apply to, Dutch law applies.
- 2) In all cases in which these provisions do not foresee, Dutch law also applies.
- 3) If any (part) of these provisions are in conflict with national or international laws, these provisions will be waived, yet all other provisions will remain in force.
- 4) All disputes between irrigationparts.eu and foreign-based customers (even if classified as such by only one of the parties) relating to or arising from agreements to which these provisions apply are to be settled where Dutch courts have jurisdiction and where irrigationparts.eu is based.

Article 11: Personal data

We require your data to process your orders and payments. We do not give out your information to third parties.

Article 12: Miscellaneous

- 1) If one or more of these provisions or any other agreement with irrigationparts.eu is in conflict with any applicable legal regulation, this provision will be cancelled and will be replaced by a new provision which complies to applicable legal regulation.

- 2) Irrigationparts.eu is authorized to use third parties when fulfilling orders.
- 3) Administrative records from irrigationparts.eu count are complete evidence of its existence and of the content and implementation of agreements with customers in any legal procedure, until the contrary is proven by the other party, which requires proof that provided evidence is not reliable.
- 4) All references to component numbers and manufacturers are shared only for information purposes and do not imply a partnership with or an endorsement from manufacturers. Manufacturers may change components without prior notice, and despite our utmost care errors and inaccuracies may remain unnoticed.

A large, faint, light blue version of the Irrigation Parts.eu logo is visible in the background on the left side of the page.

Irrigation
Parts.eu