



General terms and conditions and privacy statement of Giantel B.V.

1. APPLICABILITY

1.1 These General Terms and Conditions (hereinafter: 'GTCs') apply to every offer of Giantel B.V.

To every distance contract (hereinafter: 'Agreement') that is subsequently concluded between Giantel B.V. (hereinafter also: 'we'/'us') and a consumer, i.e. a natural person who is not acting in the course of a profession or running a business (hereinafter also: 'you').

1.2 Besides these GTCs, additional terms and conditions may apply to certain products when this is expressly indicated in relation to the product concerned.

1.3 Before the Agreement is concluded, these GTCs and any applicable additional terms and conditions will be made available to you electronically in such a way that you can easily print or store them on a permanent data carrier. You may also consult these GTCs at any time on the Websites.

2. GIANTEL'S COMPANY AND CONTACT DETAILS

Giantel B.V.

Postbus 150

5530 AD BLADEL

The Netherlands

Telephonic customer service: +31 497 644 555

E-mail: info@giantel.nl

VAT no.: NL8096.38.952.B01

Giantel B.V. is registered at the Dutch Chambers of Commerce under number 17134806.

3. OFFER, PRICES AND DISPATCH COSTS

3.1 Any delivery and/or dispatch costs applicable to your order will be clearly stated before the Agreement is concluded and confirmed in the Order Confirmation.

3.2 If we discover an error in the price of one or more products that you have ordered, we will inform you thereof as soon as possible and give you the option of confirming the order at the correct price or terminating the Agreement. If we do not succeed in contacting you within a reasonable period using the contact details that you have supplied, or if you do not confirm the order to us at the correct price, the Agreement will be automatically terminated.



4. FORMATION OF THE AGREEMENT

4.1 After placing your order, you will receive an Order Confirmation from us by e-mail with a list of the products that you have ordered, the purchase price of your order and any delivery and/or shipping costs (including VAT), your chosen payment method and the delivery method.

4.2 Giantel B.V. may make enquiries – within statutory limits – to establish whether you are able to meet your payment obligations, as well as into all the facts and factors that are important for entering into the Agreement responsibly. If we have good grounds on which not to enter into the Agreement on the basis of these enquiries, we will be entitled to refuse an order or request, with reasons, or to attach special conditions to its performance.

5. CANCELLATION OR WITHDRAWAL OF YOUR ORDER

If you would like to cancel or change your order, please contact our sales department for this purpose.

6. DELIVERY AND RETENTION OF TITLE

6.1 Unless a longer delivery period is agreed, orders will be delivered within no more than 14 days of placing the order to your supplied delivery address. Depending on the area of delivery, our transport provider might not make deliveries on Saturdays and Sundays.

6.2 If there is a delay in delivery, if an order cannot be executed or if an order can only be partially executed, you will receive notice thereof within no more than 14 days of placing the order. In that case, you will be entitled to terminate the Agreement without any costs and we will fully refund any amounts that you have already paid within 14 days.

6.3 If delivery of a product you have ordered turns out to be impossible, we will endeavour to offer you a replacement product of comparable or higher quality. You are not obliged to accept this offer and may opt to terminate the Agreement without costs instead, following which we will fully refund the amounts that you have paid within 14 days.

6.4 If our transport provider is unable to deliver your order at your stated delivery address, it will leave a message stating where your package is located and how and within which period you can collect the delivery.

6.5 The address that you provided when placing your order serves as the place of delivery. Delivery has taken place and the products are deemed to have been delivered after signature for delivery of the goods at this agreed delivery address.

6.6 Ownership of the products only passes if we have received full payment of all amounts due in relation to the products. Risk of damage in and/or loss of the products passes at the time of delivery to you.



7. PAYMENT

7.1 You must immediately notify us if you discover any inaccuracies in your provided payment details.

7.2 If you pay by credit card, we will carry out a pre-authorization on that card after receipt of your order so as to guarantee that there are sufficient funds to complete the transaction. The purchase price may not be debited from your credit card until you have received the order from our warehouse. If we do not receive the required authorization, we will not be liable for any delay or non-delivery.

7.3 If you fail to comply with your payment obligations towards Giantel B.V., we may charge you statutory interest as well as the reasonable costs that Giantel B.V. must incur to still obtain full payment from you, including collection costs. If you fail to comply with your payment obligations, we will moreover be entitled to claim the products delivered to you as our property and demand their return. In that case, you will be liable for the costs of returning the products.

8. CONFORMITY AND WARRANTY

8.1 The provisions of this Article 8 do not affect your rights under national statutory regulations on conformity and warranty.

8.2 We warrant that our products conform to the Agreement and have the properties that you may expect from them for normal use.

8.3 The term 'normal use' as referred to above means use in accordance with the provided instructions for application and storage. Do not store the products, for instance, in a humid or warm place. Always keep products out of reach of children.

9. COMMUNICATION

9.1 If you use our Websites, you accept that communication with us will mostly take place electronically and that we will usually contact you by e-mail in regard to the performance of the Agreement or to provide information. Make sure that our e-mail does not end up in your junk mail.

9.2 All notices that you give to us should preferably be sent by e-mail.

9.3 Communication is deemed to have been received and properly effected 24 hours after sending an e-mail or three days after sending a letter. In order to prove that notice has been given, it will suffice to show, in case of a letter, that this letter has been correctly addressed, stamped and posted and, in case of an e-mail, that this e-mail has been sent to the supplied e-mail address of the addressee.



10. AMENDMENTS TO THESE GTCs

Amendments to these GTCs will be effective only after they have been published and apply only to Agreements that are concluded after the amendments become effective, on the understanding that if amendments are introduced during the term of an offer, the most favorable provision will apply to you.

11. COMPLAINTS

If you have a complaint about a product that we have delivered or our service, you may submit the complaint by sending an e-mail to info@giantel.nl. We will provide a detailed response to your complaint by e-mail within 14 days of its receipt. If a complaint requires a foreseeably longer processing period, we will send you an acknowledgement of receipt of your complaint within the 14-day period, indicating when you may expect a more detailed answer. We will endeavor to work together with you to try and resolve your complaint in the best way possible.

12. APPLICABLE LAW

These GTCs and Agreements to which these GTCs apply are governed by Dutch law. Disputes concerning the performance and interpretation of these GTCs and/or Agreements must be submitted to the competent court in Amsterdam. This does not affect your rights according to your own national law.

13. PRIVACY STATEMENT

Personal details as well as address- and email-details are treated strictly confidential and will not be provided to third parties. Sending of offers and other commercial communication shall only occur with explicit approval from the customer. Giantel B.V. respects your personal details and will treat all personal information confidential.

Information provided will be recorded in a database and only be used for deliveries and for internal administrative management. Personal details will not be provided to third parties that are not affiliated to Giantel B.V., except when explicit approval has been given by the customer or when it is necessary for legal issues.

These General Terms and Conditions and privacy statement were last amended on 29-06-2023 (version 230629)