



MR SCRAP METAL
metal art from scrap

GENERAL TERMS AND CONDITIONS MISTER SCRAP METAL

Definitions

1. Mr Scrap Metal: Mister Scrap Metal, established in Zaltbommel, Chamber of Commerce no. 75363704
2. Customer: the person with whom Mr Scrap Metal has entered into an agreement.
3. Parties: Mr Scrap Metal and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Mr Scrap Metal.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

1. All prices used by Mr Scrap Metal are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Mr Scrap Metal is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. Increases in the cost prices of products or parts thereof, which Mr Scrap Metal could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of statutory regulation.
5. The price for a service is determined by Mr Scrap Metal on the basis of the hours actually spent.
6. The price is calculated according to Mr Scrap Metal's usual hourly rates, valid for the period in which he performs the work, unless a different hourly rate has been agreed.
7. If the parties have agreed a total amount for a service provided by Mr Scrap Metal, this is always a target price, unless the parties have explicitly agreed in writing a fixed price, which cannot be deviated from.
8. Mr Scrap Metal is entitled to deviate up to 10% from the target price.
9. If the target price is more than 10% higher, Mr Scrap Metal must let the customer know in time why a higher price is justified.

10. If the target price is more than 10% higher, the customer has the right to cancel the part of the order that exceeds the target price plus 10%.
11. Mr Scrap Metal has the right to adjust the prices annually.
12. Prior to its entry, Mr Scrap Metal will communicate price adjustments to the customer.
13. The consumer has the right to cancel the agreement with Mr Scrap Metal if he does not agree with the price increase.

Payments and payment term

1. Mr Scrap Metal may require a deposit of up to 50% of the agreed amount when entering into the agreement.
2. The customer must have paid payments afterwards within 7 days after delivery of the product.
3. Payment terms are regarded as deadlines for payment. This means that if the customer has not paid the agreed amount no later than the last day of the payment term, he is legally in default and in default, without Mr Scrap Metal having to send the customer a reminder or notice of default.
4. Mr Scrap Metal reserves the right to make a delivery dependent on immediate payment or to demand security for the total amount of the services or products.

Consequences of late payment

1. If the customer does not pay within the agreed term, Mr Scrap Metal is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Mr Scrap Metal.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Mr Scrap Metal may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Mr Scrap Metal on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Mr Scrap Metal, he is still obliged to pay the agreed price to Mr Scrap Metal.

Right of recovery of goods

1. As soon as the customer is in default, Mr Scrap Metal is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. Mr Scrap Metal invokes the right of recovery by means of a written or electronic announcement.

3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to Mr Scrap Metal, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.

Right of cancellation

1. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that
 - the product has not been used
 - the product is not specially tailored for the consumer or adapted to its special needs
 - it does not concern an (order for) emergency repair
 - the consumer has not renounced his right of cancellation
2. The reflection period of 14 days as referred to in paragraph 1 commences:
 - on the day after the consumer has received the last product or part of 1 order
 - as soon as the consumer has received the first product with a subscription
 - as soon as the consumer has purchased a service for the first time
 - once the consumer has confirmed that he will purchase digital content via the internet
3. The consumer can notify his right of cancellation via info@mrsrapmetal.com, if desired by using the withdrawal form that can be downloaded via the website of Mr Scrap Metal, www.mrsrapmetal.com.
4. The consumer is obliged to return the product to Mr Scrap Metal within 14 days after the notification of his right of cancellation, after which period his right of cancellation will lapse.
5. The costs for return are due Mr Scrap Metal if the complete order is returned.
6. If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement according to the law, Mr Scrap Metal will refund these costs to the consumer within 14 days of receipt of the timely appeal to the right of withdrawal, provided that the consumer has returned the product to Mr Scrap Metal in time.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Right of retention

1. Mr Scrap Metal can appeal to his right of retention of title and in that case retain the products sold by Mr Scrap Metal to the customer until the customer has paid all outstanding invoices with regard to Mr Scrap Metal, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Mr Scrap Metal.
3. Mr Scrap Metal is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Settlement

The customer waives his right to settle any debt to Mr Scrap Metal with any claim on Mr Scrap Metal.

Retention of title

1. Mr Scrap Metal remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Mr Scrap Metal under whatever agreement with Mr Scrap Metal including of claims regarding the shortcomings in the performance.
2. Until then, Mr Scrap Metal can invoke its retention of title and take back the goods.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Mr Scrap Metal invokes its retention of title, the agreement will be dissolved and Mr Scrap Metal has the right to claim compensation, lost profits and interest.

Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at Mr Scrap Metal unless the parties have agreed upon otherwise.
3. Delivery of products ordered online takes place at the address indicated by the customer.
4. If the agreed price is not paid on time, Mr Scrap Metal has the right to suspend its obligations until the agreed price is fully paid.
5. In the event of late payment, the customer is automatically in default, and hereby he can not object to late delivery by Mr Scrap Metal.

Delivery period

1. Any delivery period specified by Mr Scrap Metal is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery starts once the customer has fully completed the (electronic) ordering process and received an (electronic) confirmation of his order from Mr Scrap Metal.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Mr Scrap Metal cannot deliver within [number of days late] or if the parties have agreed upon otherwise.

Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

Transport costs

Transport costs are on behalf of the customer, unless the parties have agreed upon otherwise.

Packaging and shipping

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Mr Scrap Metal may not be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Mr Scrap Metal, failing which Mr Scrap Metal cannot be held liable for any damage.

Insurance

1. The customer undertakes to adequately insure and keep the following insured against fire, explosion and water damage as well as theft:
 - delivered goods that are necessary for the execution of the underlying agreement
 - Mr Scrap Metal's items that are present at the customer
 - goods delivered under retention of title
2. At the first request of Mr Scrap Metal, the customer will make the policy of these insurances available for inspection.

Storage

1. If the customer orders products later than the agreed delivery date, the risk of any quality loss is entirely for the customer.
2. Any extra costs as a result of premature or late purchase of products are entirely at the customer's expense.

Guarantee

1. The warranty relating to products only applies to defects caused by faulty manufacture, construction or material.
2. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, or when the cause of the defect can not clearly be established.
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, will pass on to the customer when these products are legally and/or factually delivered, at least are in the power of the customer or of a third party who receives the product for the benefit of the customer.

Execution of the agreement

1. Mr Scrap Metal will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Mr Scrap Metal has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance by the customer.
4. It is the responsibility of the customer that Mr Scrap Metal can start the execution of the agreement in time.
5. If the customer has not ensured that Mr Scrap Metal can start the execution of the agreement in time, the resulting extra costs and / or extra hours will be charged to the customer.

Provision of information by the customer

1. The customer makes all information, data and documents relevant to the correct execution of the agreement available to Mr Scrap Metal in a timely manner and in the desired manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if these come from third parties, unless the nature of the agreement dictates otherwise.
3. If and insofar as the customer requests this, Mr Scrap Metal will return the relevant documents.
4. If the customer does not make the information, data or documents reasonably required by Mr Scrap Metal available in a timely or improper manner and the implementation of the agreement is delayed as a result, the resulting extra costs and extra hours will be charged to the customer. Customer.

Duration of the agreement

1. The agreement between Mr Scrap Metal and the customer is entered into for 3, 6 or 12 months, unless the nature of the agreement dictates otherwise or the parties have expressly agreed otherwise in writing.
2. If an agreement has been concluded for a definite period, it will be terminated after the term has expired. Unless 1 of the parties terminates the agreement prematurely with due observance of a notice period, or a consumer terminates the agreement with due observance of a notice period of 1 month, the agreement will terminate by operation of law.
3. If parties have agreed a term for the completion of certain activities within the term of the agreement, this is never a strict deadline. If this term is exceeded, the customer must give Mr Scrap Metal written notice of default.

Intellectual property

1. The customer expressly acknowledges that all intellectual property rights of displayed information, images, announcements or other expressions with regard to the products and / or with regard to the internet site are vested in Mister Scrap Metal or other entitled parties.
2. Intellectual property rights include digital photos, patent, copyright, trademark, drawing and design rights and / or other (intellectual property) rights, including patentable or non-patent technical and / or commercial know-how, methods and concepts.
3. The customer is forbidden to make use of, including making changes, the intellectual property rights as described in this article, such as reproduction, without express prior written permission from Mister Scrap Metal or other entitled parties, unless it only concerns private use in relation to the product itself.

Indemnity

The customer indemnifies Mr Scrap Metal against all third-party claims that are related to the products and/or services supplied by Mr Scrap Metal.

Complaints

1. The customer must examine a product or service provided by Mr Scrap Metal as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Mr Scrap Metal of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.

3. Consumers must inform Mr Scrap Metal of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Mr Scrap Metal is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Mr Scrap Metal being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Mr Scrap Metal in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Mr Scrap Metal (in time).

Joint and several Client liabilities

If Mr Scrap Metal enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Mr Scrap Metal under that agreement.

Liability of Mr Scrap Metal

1. Mr Scrap Metal is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Mr Scrap Metal is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Mr Scrap Metal is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Mr Scrap Metal is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and can not lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Mr Scrap Metal shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Mr Scrap Metal imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.

2. If the fulfillment of the obligations by Mr Scrap Metal is not permanent or temporarily impossible, dissolution can only take place after Mr Scrap Metal is in default.
3. Mr Scrap Metal has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Mr Scrap Metal good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Mr Scrap Metal in the fulfillment of any obligation to the customer cannot be attributed to Mr Scrap Metal in any situation independent of the will of Mr Scrap Metal, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Mr Scrap Metal .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Mr Scrap Metal cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Mr Scrap Metal can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Mr Scrap Metal does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Mr Scrap Metal is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Mr Scrap Metal with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer can not transfer its rights deferring from an agreement with Mr Scrap Metal to third parties without the prior written consent of Mr Scrap Metal .
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annullability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Mr Scrap Metal had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Mr Scrap Metal is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Contact

For questions, product information or information about the website itself, please contact:

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