

Terms and Conditions Business Customers

Last updated: 2025-03-04

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Article 1 - Definitions

Throughout these terms and conditions, the following terms and definitions will be used:

Business Customer: the natural or legal person which is acting as a professional and/or for a company and placing an order with vidaXL. This person may only place an order through a vidaXL Business Account. If an order is placed using a regular vidaXL account or through guest checkout, we will assume it is for private purposes and will not allow any change to the invoice. VAT refunds will not be provided in such cases as modifying invoices may result in fraud risks;

Website: the vidaXL website on which these terms and conditions are published and where Business Customers may place orders;

Business Customer Account: specific account granted to businesses upon identity verification, allowing the Business Customer to place orders without VAT charges where applicable;

Offer: A proposal by vidaXL for the sale of Goods/Products, subject to the conditions outlined in these Terms and Conditions;

Contract: Any contract between vidaXL and Business Customer for the sale and purchase of Goods/Products through the Website;

Parties: vidaXL and Business Customer collectively;

Goods/products: the goods sold by vidaXL through the website.

T&Cs: the present terms and conditions for Business Customers

Article 2 – Identity of Seller

The Seller, VidaXL International B.V., is a company incorporated under Dutch law, with the following details:

- Address: Mary Kingsleystraat 1, 5928 SK Venlo, The Netherlands
- VAT Number: NL850643545B01
- Chamber of Commerce Number: 52876861

(hereinafter referred to as “vidaXL” or “Seller”).

Article 3 – Applicability

3.1. These T&Cs apply to all offers made by vidaXL and to every contract concluded between vidaXL and the Business Customer.

3.2. Any deviations from these T&Cs are expressly rejected unless otherwise explicitly agreed in writing by the Parties.

3.3. These T&Cs shall be made available by vidaXL to Business Customer on vidaXL’s Website or upon the Business Customer’s request.

3.4. Business Customers shall not be granted access to auctions in regions where such services are offered.

3.5. Business customers may participate in loyalty programs where explicitly offered.

Article 4 – Business customers

4.1 Business Customers must register for a Business Customer Account to place orders as a business. It is not possible to place orders on behalf of a business without creating a Business Customer Account and it will not be possible either to fill in company information in checkouts other than the Business Customer Account checkout. 4.2 *Business Customer account creation:* Business Customers must provide their identity and VAT number for verification. We will verify that the VAT matches the VIES register. If in doubt, we reserve the right to deny the creation of the account. vidaXL reserves the right to terminate the account at any given time if we suspect fraud or other irregularities.

4.3 *VAT refunds.*

4.3.1 Business Account orders. Unless otherwise provided by law, when using a Business Customer Account, VAT is, where applicable, deducted from any order during the order process. Additional information is available on the dedicated Helpdesk page.

4.3.2 Other orders. Orders placed without a Business Customer Account will not be eligible for VAT refunds.

Article 5 – Offer

5.1. If an Offer is valid for a limited period or subject to specific conditions, these will be clearly stated in the offer.

5.2. The Offer shall include a detailed description of the products to enable the Business Customer to evaluate the offer properly.

5.3. While vidaXL will make reasonable efforts to ensure the accuracy and completeness of the information on its website, errors (including typographical and programming errors) may occur.

vidaXL reserves the right to correct such errors and shall not be bound by any contract concluded based on erroneous information. vidaXL further reserves the right to cancel any contract concluded on the basis of such errors.

Article 6 – The contract

6.1 A Contract shall only be deemed concluded upon the fulfilment of all of the following conditions: the Business Customer places an order, full payment is received, an order confirmation is issued by vidaXL, and the order is shipped by vidaXL.

6.3 If the Business Customer provides incorrect information, vidaXL reserves the right to suspend performance until the correct information is received.

6.4 vidaXL may assess the Business Customer's ability to fulfill their payment obligations and may refuse or impose conditions on an order based on reasonable grounds. Such decisions will be communicated to Business Customer within three days of the contract's conclusion.

Article 7 - Pricing

7.1. Except for orders placed on vidaXL.nl or vidaXL.pl, where prices include VAT as goods are shipped within the same country, all other website prices will be displayed exclusive of VAT, and VAT will not be charged. Additional charges such as delivery fees may apply.

7.2 Additional charges, such as delivery fees and payment fees, will be specified on the website and during the order process.

Article 8 – Delivery and execution

8.1 *Delivery.*

8.1.1 Delivery times specified are an approximation and reflect a duty of reasonable effort. vidaXL is free to choose the carrier and delays will not entitle the Business Customer to any form of compensation, except in the case of intent or gross negligence.

8.1.2 vidaXL reserves the right to deliver orders in multiple parcels and shall not be compelled to deliver all items simultaneously.

8.1.3 If Business Customer, or a designated third party, is not present at the delivery address to receive the goods at the agreed time, vidaXL reserves the right to either leave the product at the place of delivery should the latter be safe or keep custody the products. vidaXL may offer re-delivery at an additional cost to Business Customer. If delivery is ultimately impossible, the payment obligation remains in effect, and additional costs, including return charges, may be invoiced to the Business Customer. vidaXL reserves the right to make the products available for collection at the location of its choosing for Business Customers to collect it.

8.2 *Transfer of risks.* The risk of loss or damage to the products remains with vidaXL until delivery to the Business Customer, unless otherwise agreed. If Business Customer opts for self-collection, the risk transfers at the time of handover. The risks are transferred to the Business Customer after first delivery attempt proven to be unsuccessful.

8.3 *Product compliance.*

8.3.1 vidaXL guarantees that the products delivered will comply with the contract, subject to minor deviations in specifications (e.g. size, weight, color, etc.) typically accepted within the industry.

8.3.2 Apparent defects/noncompliance. Business Customer must inspect the products immediately upon delivery or within a reasonable time thereafter, no later than 14 days after receipt. Acceptance of the goods will imply acceptance of any apparent defects, compliance with the contract that could reasonably have been discovered. Any visible defects must be reported to vidaXL within 14 days of delivery; failure to do so will forfeit any entitlement to repairs, replacements or refunds.

8.3.3 Hidden defects. In cases where defects become apparent later, Business Customer must notify vidaXL within a reasonable time, and in any case no later than two months after discovering the defect. Failure to report defects within this period will void any rights to remedies. If the Business Customer reports a defect timely, vidaXL will, at its sole discretion, determine the appropriate remedy, including but not limited to repair, replacement, partial refund, or full refund.

Article 9 - Payment

9.1 Business Customer must pay for its order using one of the payment methods available to him as described and listed in the checkout process and on the dedicated page in the Helpdesk. Certain payment methods may be restricted for Business Customers using Business Accounts. The contract shall be deemed concluded once vidaXL has received full payment.

9.2 If Business Customer fails to fulfill their payment obligations within the specified time, they shall be deemed in default without the need for a notice of default. vidaXL may charge statutory interest and any applicable extrajudicial collection fees to Business Customer.

Article 10 - Retention of title

10.1 Delivered goods remain the ownership of vidaXL until Business Customer pays the payable amount in full.

Article 11 - Liability

11.1 *vidaXL's liability:*

11.1.1 To the maximum extent permitted by law, vidaXL's liability for any failure in performance under the contract shall be limited to the total amount paid by Business Customer for the relevant contract.

11.1.2. vidaXL shall not be liable for indirect damages, including, but not limited to consequential damage, loss of profit, missed savings, data loss, or damages arising from business interruption.

11.1.3 These limitations shall not apply where liability cannot be excluded by law.

11.2 *Business Customer's Liability:* Business Customer indemnifies vidaXL against any third-party claims, except in cases of intent or gross negligence by vidaXL or its directors.

11.3 *Force majeure.*

11.3.1 vidaXL shall not be held liable for failure to perform its obligations in the event of force majeure as defined under Dutch contract law.

11.3.2 In cases of force majeure, Business Customer may not claim compensation for damages incurred.

11.3.3 Under Dutch law force majeure shall not relieve the debtor from the obligations to pay amounts due under the contract.

Article 12 – Complaints procedure

12.1 Business Customer may submit complaints using any of the communication methods made available by vidaXL on the website.

12.2 Complaints regarding the performance of the contract must be submitted promptly, with full details provided, within a reasonable period after Business Customer has identified the issue.

12.3 vidaXL will respond to complaints within 14 days of receipt. If more time is required for resolution, vidaXL will acknowledge receipt and indicate when a comprehensive response can be expected.

Article 13 – Miscellaneous

13.1 **Variation:** vidaXL reserves the right to amend these T&Cs without prior notice. Any amendments shall apply to orders placed after the publication of the revised version.

13.2 **Severability:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, the validity of the remaining provisions shall not be affected.

13.3 **Independence:** Nothing in this agreement shall be construed as establishing a partnership, joint venture, or agency relationship between the parties.

13.4 **Subcontractors.** vidaXL reserves the right to subcontract all or part of the services required to fulfill the contract.

Article 14 - Disputes

14.1 Contracts between vidaXL and Business Customer to which these T&Cs apply are exclusively governed by the laws of the Netherlands.

14.2 Any disputes that might arise from the contract and cannot be settled amicably, may exclusively be submitted to the court of Oost-Brabant, location 's-Hertogenbosch. This is subject to the extent that mandatory rules of jurisdiction limit this choice. vidaXL and Business Customer may settle their disputes by means of binding advice or arbitration.