

TERMS & CONDITIONS / PARTS

Article 1: Applicability

These terms and conditions apply to all orders that are placed with Back to Classics (the 'Seller') through the website www.ducaticlassics.com (the Back to Classics website, hereafter 'Website'). Before placing your order, you (the natural person not acting in the exercise of his/her profession or business and entering into a contract with the Seller, hereafter the 'Buyer') will have to agree with these terms and conditions. You can download the terms and conditions from the Website and they will be sent to the Buyer with the order confirmation and invoice. Seller has the right to change these general terms and conditions.

Article 2: Offer

1. Goods offered on the Website have an accurate description suitably detailed to enable the Buyer to assess the goods adequately. Seller does his best to provide photographs that are truthful of the good.
2. Not all offered goods are directly available as they sometimes need to be produced, processed or are subject to delivery by third parties. It is clearly stated on the Website what the time before dispatch of a specific good will be after payment of the order. With time before dispatch is meant: the time between the receiving of payment of the total order amount and the dispatch of the Sales Order with the Parcel Service Company (see Article 5).
3. Seller does not guarantee this time before dispatch, but will however use its best endeavour to deliver the goods on time. In case the time before dispatch as stated on the Website cannot be met, a message will be sent to the Buyer. Seller will keep the Buyer regularly informed on the status of the Sales Order. Seller is under no circumstances liable for any delays between the moment of payment of the order and the moment of dispatch.

Article 3: Sales Contract

1. The contract becomes valid when the Buyer has submitted his Sales Order and agreed with the terms and conditions .
2. Seller shall confirm the receipt of the Sales Order via electronic means by sending an Order Confirmation.
3. As long as the receipt of said acceptance has not been confirmed, both the Buyer and the Seller may repudiate the contract.
4. Seller has taken appropriate technical and organisational security measures for the electronic data transfer and ensures a safe web environment.
5. Seller will, within the limits of Dutch law, gather information about the Buyer's ability to fulfil his payment obligations, as well as all facts and factors relevant to responsibly concluding the contract. If, acting on the results of this investigation, the Seller has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request while giving reasons, or to attach special terms to the implementation.
6. The Order Confirmation will encompass the following information for the Buyer:
 - a. Buyer's shipment address,
 - b. List of purchased goods and sales prices,
 - c. Applicable VAT rate, shipping fee and, derived from that, the total amount due,
 - d. The estimated time before dispatch,
 - e. The delivery method,
 - f. These terms and conditions.

Article 4: Price

1. All prices are stated in Euro (€)
2. The prices of the goods will not be raised during the validity period stated in the offer, subject to changes in price due to changes in VAT rates.
3. All prices are stated on the Website are both including VAT and excluding VAT as Buyers from outside the EU are exempt from VAT payment in the Netherlands.
4. The Dutch VAT rate on shipping and handling fees is 0%.
5. In addition to the price stated on the Website, the Buyer shall pay any charges by respect of the transportation of the goods including any import and customs duty imposed by local government.
6. Obvious errors or mistakes in the offer are not binding for the seller.

Article 5: Payment and Shipment

1. Seller offers the possibility to pay with either *PayPal*, *MasterCard*, *American Express* or *Visa*. Any other method of payment is subject to special request to the Seller. Seller accepts electronic payment methods, outsourced to a specialised Payment Service Provider and has observed all appropriate security measures.
2. Seller will only dispatch goods that are paid.
3. Seller ships all orders with a specialised Parcel Service Company. The Buyer receives an electronic confirmation of the dispatch of the purchased goods with a Track and Trace bar code as used on his parcel.
4. All shipments are insured and the Buyer will be refunded up to the total amount of the Sales Order in case the goods gets lost or damaged, only after the Parcel Service Company has confirmed a stated loss or damage.
5. Seller is under no circumstances liable for any delays between the moment of dispatch and delivery to the Buyer's specified address by the specialised Parcel Service Provider.
6. In order to keep shipment fees as low as possible, if more goods are purchased at once, the longest individual time before shipment will be taken as the time before shipment for the complete Sales Order.

Article 6: Liability Limitations

1. Seller will at all times use its best endeavours to ensure the accuracy of any statements on the Website, in documents and/or in discussions prior to conclusion of any contract but will not in any circumstances be liable for any inaccuracy therein and cannot accept liability for any direct or indirect consequential or incidental damages or for any other losses caused therein.
2. Seller cannot be held liable for any tampering of goods, if this is the case through misuse or for complaints over damage or the use of the incorrect tools.
3. Insofar as there may be any liability on the Seller arising out of its performance or non-performance of the contract, such liability shall not exceed the price of the goods in respect of which the claim is made, whether such claim arises by reason of the default of the Seller or otherwise.

Article 7: No Good, Money Back Guarantee

When a good doesn't live up to the Buyer's expectations, the Buyer can return the good in the original packaging, unused and in original form within 7 days after receiving the good(s). The buyer will be refunded for the amount the good was originally purchased for, so excluding the shipment fee that was applicable to the original Sales Order, when the goods are received in return by the Seller.

Article 8: Copyright

Seller reserves the right of ownership in all plans, designs, drawings, samples and specifications relating to the goods and such documents shall not be copied, reproduced, assigned, transferred or shown to third parties without the written consent of the Seller.

Article 9: Legal Interpretation

All contracts and these terms and conditions are governed by Dutch Law. Any dispute arising out of or in connection with these contracts shall be determined by the Court in Rotterdam, the Netherlands

Contact our customer service at info@backtoclassics.nl

Back to Classics

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