

Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website or place an order through our Website, and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

Definitions

nC Surface Technology BV: based in Wormer, The Netherlands and registered with the Chamber of Commerce under file number 63741342, trading as nC Marine.

Website: the Website of nC Marine, to be found on www.nc-marine.com and all of its subdomains.

Client: the natural person or corporation acting in the performance of a profession or business who enters into an agreement with nC Surface Technology BV and/or is registered on the Website.

Agreement: any arrangement or agreement between nC Surface Technology BV and the Client of which the General Terms and Conditions are an integral part.

General Terms and Conditions: these General Terms and Conditions.

Applicability of the General Terms and Conditions

The General Terms and Conditions apply to all offers, agreements and deliveries of nC Surface Technology BV, unless explicitly agreed otherwise in writing.

If the Client in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon nC Surface Technology BV if and in so far as nC Surface Technology BV has accepted them in writing.

Prices and information

All prices posted on the Website and in other materials originating from nC Surface Technology BV exclude taxes and other levies imposed by the government, unless stated otherwise on the website.

If shipping costs are charged, these will be clearly stated in good time before the contract is concluded.

These costs will also be displayed separately in the ordering process.

The content of the Website is composed with the greatest care. nC Surface Technology BV cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from nC Surface Technology BV are subject to obvious programming and typing errors.

nC Surface Technology BV cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

Conclusion of the Agreement

The Agreement will be deemed to be concluded at the moment the Client accepts the offer of nC Surface Technology BV subject to the conditions laid down by nC Surface Technology BV.

If the Client has accepted the offer by electronic means, nC Surface Technology BV will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, the Client will have the possibility to dissolve the Agreement.

If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, nC Surface Technology BV will have the right demand fulfilment of the Client's obligations until the correct data is received.

nC Surface Technology BV has the right to refuse orders from clients who do not act in the exercise of their profession or business.

Registration

To make optimum use of the Website, the Client can register using the registration form/the account sign-in option on the Website.

During the registration process, the Client will be asked to choose a user name and password with which he can log on to the Website. The Client alone is responsible for choosing a sufficiently reliable password.

The Client must keep its login credentials, user name and password strictly confidential. nC Surface Technology BV cannot be held liable for any misuse of the login credentials and is always entitled to assume that the Client who logs on to the Website is the party that it professes to be. The Client is responsible for and bears the full risk of any and all actions and transactions performed via the Client's account.

If the Client knows or has reason to suspect that its login details have become available to unauthorised parties, it will be required to change its password as soon as possible and/or to notify nC Surface Technology BV accordingly so as to allow nC Surface Technology BV to take appropriate measures.

Execution of the Agreement

As soon as nC Surface Technology BV has received the order, it will send the products to the Client without delay and with due regard for the provisions of paragraph 3 of this article.

nC Surface Technology BV is authorised to engage third parties in the fulfilment of its obligations under the Agreement.

In principle, the delivery term is 3 to 14 days. Delivery may be effected in various ways, at the discretion of nC Surface Technology BV.

If nC Surface Technology BV is unable to deliver the products within the agreed term, it will notify the Client accordingly. In that case the Client can decide either to agree to a new delivery date or to dissolve the Agreement without incurring any costs.

nC Surface Technology BV advises the Client to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.

The risks associated with the products will transfer to the Client as soon as the products are delivered at the agreed delivery address.

If the ordered product can no longer be supplied, nC Surface Technology BV is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and to return the product free of charge.

Return

The Client will have the right to dissolve the distance Agreement with nC Surface Technology BV within 2 weeks after receiving the product, without stating reasons.

The Client can dissolve the Agreement in accordance with paragraph 1 of this article by returning the product to nC Surface Technology BV within the term stated in paragraph 1, or by informing nC Surface Technology BV within this same term about the fact that it has decided not to purchase the product and returning the product as soon as possible. Products can be returned to the following address: nC Surface Technology BV Zaandammerstraat 38 1531 DR, Wormer, The Netherlands

In accordance to paragraph 4 of this Article, any amounts already paid by the Client (in advance) will be refunded to the Client as soon as possible, and in any case within 30 days after dissolution of the

Agreement and receipt of the returns by nC Surface Technology BV.

The full purchase amount will be refunded to the Client upon receipt of the complete order by nC Surface Technology BV. The costs for returning the goods are for account of the Client. nC Surface Technology BV expects a product to be returned unused in undamaged packaging.

The right of return does not apply to:

- Products that nC Surface Technology BV has created in accordance with the consumer's specifications;
- Products that are clearly of a personal nature;
- Products whose nature makes it impossible for them to be returned;
- Products that are perishable or subject to obsolescence;
- Separate copies of newspapers and magazines;
- Audio and video recordings and computer software whose seal the Client has broken.

Payment

The Client shall pay the amounts due to nC Surface Technology BV in accordance with the ordering procedure and any payment methods indicated on the Website. nC Surface Technology BV is free to offer any payment method of its choice and may change these methods at any time.

Warranties and conformity

nC Surface Technology BV warrants that the products satisfy the Agreement, the specifications laid down in the offer, the reasonable requirements of soundness and/or usability and the statutory provisions and/or government regulations that are in force on the date the Agreement is signed. If specifically agreed, nC Surface Technology BV will also warrant that the product is suitable for purposes other than its normal use. In all other cases, the product is suitable for normal use only.

If the delivered product fails to satisfy the Agreement at delivery, nC Surface Technology BV must be notified thereof no later than 2 working days after delivery. Should the Client fail to do so, it is no longer entitled to have the product repaired, replaced etc. should the product delivered be defective.

If nC Surface Technology BV deems the complaint to be well-founded, the products concerned will be repaired, replaced or (partially) refunded in consultation with the Client.

Complaints handling procedure

If the Client has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of nC Surface Technology BV's service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.

nC Surface Technology BV will respond to the complaint as soon as possible, and in any case within 3 days after having received it. If it is not yet possible for nC Surface Technology BV to formulate a substantive reaction to the complaint by that time, nC Surface Technology BV will confirm receipt of the complaint within 3 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to the Client's complaint.

Liability

The total liability of nC Surface Technology BV in respect of the Client due to an attributable failure to perform the Agreement is limited to compensation not exceeding the price stipulated for that particular Agreement (including VAT).

The liability of nC Surface Technology BV in respect of the Client for indirect damage or loss, which in any case includes – but is explicitly not limited to – consequential damage, lost profit, lost savings, loss of data and damage due to business interruption, is excluded.

Aside from the cases referred to in the two previous paragraphs of this Article, nC Surface Technology BV is not subject to any liability at all in respect of the Client for damages, irrespective of the ground on which the action for damages is based. The restrictions set out in this Article, will, however, cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of nC Surface Technology BV.

nC Surface Technology BV will only be liable to the Client on account of an attributable failure in the performance of an agreement if the Client issues a proper notice of default to nC Surface Technology BV without delay stipulating a reasonable period of time in which to remedy the failure, and nC Surface Technology BV also continues to fail to perform its obligations after that period. The notice of default must contain a description of the failure in as much detail as possible to enable nC Surface Technology BV to provide an adequate response.

Any event giving right to compensation is always subject to the condition that the Client reports the damage or loss in writing to nC Surface Technology BV as soon as possible, but no later than within 30 days after the damage or loss has arisen.

In the event of force majeure nC Surface Technology BV is not liable to pay compensation for any damage or loss the Client has incurred as a result.

Retention of title

As long as the Client has not made any full payment on the total amount agreed nC Surface Technology BV will retain ownership of all the goods delivered.

Personal details

nC Surface Technology BV will process the Client's personal details in accordance with the privacy statement published on the Website.

Final provisions

This agreement is governed by the laws of the country of establishment of the webshop.

Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where nC Surface Technology BV has its registered office.

If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.

The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

Contact details

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

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