



Consumers – B2C-version

General Terms & Conditions

NO-EM B.V.

Consumers – including webshop sales and right of withdrawal



1. Company

NO-EM B.V., established at Thomas Malthusweg 2, 1689 ZP Zwaag, the Netherlands, registered with the Dutch Chamber of Commerce under number 89352882 (hereinafter referred to as “NO-EM”).



2. Applicability

These terms and conditions apply to all offers, orders, deliveries and services provided by NO-EM to consumers, both via the webshop and offline. By placing an order, the consumer agrees to these terms and conditions.



3. Formation of the Agreement

An agreement is concluded once the order has been confirmed by NO-EM. For online purchases, the consumer will receive a digital confirmation of the order.



4. Right of Withdrawal (Distance Selling)

The consumer has the right to withdraw from the agreement within 14 days without giving any reason. The withdrawal period begins on the day after the product is received by or on behalf of the consumer.

To exercise the right of withdrawal, the consumer must inform NO-EM by means of an unambiguous statement (for example by email or letter). NO-EM will confirm receipt

of the withdrawal. The consumer may use the standard withdrawal form (see Annex), but this is not mandatory.



5. Consequences of Withdrawal

In the event of withdrawal, the consumer will receive a refund of all payments made, including delivery costs (with the exception of additional costs resulting from the consumer choosing a more expensive delivery method), within 14 days. Reimbursement will be made using the same payment method as used for the original transaction, unless expressly agreed otherwise.

NO-EM may withhold reimbursement until the product has been received or the consumer has demonstrated that the product has been returned, whichever occurs first.

The costs of returning the product are borne by the consumer, unless the product is defective or was delivered incorrectly.



6. Exclusions from the Right of Withdrawal

The right of withdrawal does not apply to products manufactured according to the consumer's specifications (custom-made products) or products which, for hygiene reasons, are not suitable for return once the seal has been broken.



7. Delivery

Delivery takes place at the address provided by the consumer. NO-EM delivers free of charge within 45 days after the agreement has been concluded, unless otherwise agreed. If delivery does not take place within this period, the consumer has the right to terminate the agreement free of charge.



8. Payment

Payment must be made using the payment methods offered via the webshop. The consumer must pay in advance, unless otherwise agreed.



9. Warranty and Conformity

NO-EM guarantees that the delivered products comply with the agreement and meet the reasonable expectations of the consumer.

The statutory warranty applies in full. This means that a product must perform as the consumer may reasonably expect. Any additional commercial warranties do not affect the consumer's statutory rights. In addition to the statutory warranty, NO-EM provides a five (5) year commercial warranty covering material and construction

defects. If a service contract applies, this includes maintenance, reupholstering, repairs and return processing of components.



10. Subscriptions

Subscriptions have a minimum duration of 36 months and can only be concluded for orders of at least 25 chairs. Subscriptions are therefore not applicable to consumers.



11. Liability

NO-EM is only liable for damage resulting from an attributable failure to perform the agreement or from an unlawful act, up to a maximum of the amount of the relevant order.

This limitation does not apply in cases of intent or gross negligence on the part of NO-EM or its employees, nor in cases involving personal injury or death.



12. Complaints Procedure

Complaints regarding the performance of the agreement must be submitted to NO-EM within a reasonable period of time, fully and clearly described, so that they can be handled properly.

If a complaint is not resolved within a reasonable period of time, the consumer may submit the dispute to the competent court. In addition, the consumer may submit disputes via the European Online Dispute Resolution (ODR) platform of the European Commission.



13. Applicable Law and Competent Court

This agreement is exclusively governed by Dutch law. Disputes shall be submitted to the competent court in the consumer's place of residence.

Questions?

 Call us

+31 (0)229 31 7001

 Or send us an email

info@no-em.com



Standard European Withdrawal Form

TO:

NO-EM B.V., Thomas Malthusweg 2, 1689 ZP Zwaag, The Netherland, Email: info@no-em.com

I/We () hereby give notice that I/we () withdraw from my/our () agreement concerning the sale of the following goods / provision of the following service ():

Ordered on () / Received on ():

Name(s) of consumer(s):

Address of consumer(s):

Signature of consumer(s):

(only if this form is submitted on paper)

Date:

(*) Delete as appropriate.