

Terms & conditions - Donkervoort Automobielen B.V.

1. General

Access to and use of this Website and the products and services available through this Website (collectively, the “Services”) are subject to the following terms, conditions and notices (the “Terms of Service”). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period.

The Terms of Service are applicable to the sales contract between the customer of Donkervoort.com who has purchases one or several products through the web shop and Donkervoort Automobielen B.V.

2. Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at [Privacy Policy](#). By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

3. Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions.

All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to The Netherlands and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Donkervoort you must possess a valid credit or debit card issued by a bank acceptable to us. Donkervoort retains the right to refuse any request made by you. If your order is accepted we will inform you by email. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

4. Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

5. Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Prices that are mentioned on the website are meant for deliveries to addresses both inside as well as outside the European Union. All prices on the website are inclusive of VAT. Any extra costs for handling or shipment are determined by the type of shipment and the delivery address. These costs are shown separately before the order is placed, and are also shown in the order confirmation which is sent by email.

6. Payment

Upon receiving your order we carry out a standard pre-authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Goods will not be dispatched until we have either received your payment or carried out a standard pre-authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction.

All current browsers support SSL cryptography. This data is not accessible to third parties.

7. Return Policy

According to EU legislation, you have 14 days to reconsider upon receipt of your order. During this period you may cancel and return your order without stating a reason. After we have received the returned goods we will refund the entire order amount within 14 days' time. Shipping costs for the return will not be reimbursed. You may also choose to exchange (some of) the purchased items for a different size (or color if applicable).

The purchase price of the purchased goods will be reimbursed within 14 days after termination provided the following conditions where fulfilled:

- In all cases, the items returned must be in their original condition, which includes any packaging. For example, shoes are to be returned along with the original shoe box. All goods will be inspected on return.

The consumer is responsible for any additional costs with regards to the above mentioned returns.

The goods are your responsibility until they reach our office in Lelystad, NL. Please ensure you package your return to prevent any damage to the items or boxes. We are not responsible for any items that are returned to us in error.

We recommend you use a postal service that insures you for the value of the goods you are returning.

Please send your returned goods to:

Donkervoort Automobielen B.V.
Pascallaan 96
8218 NJ Lelystad
The Netherlands

* Damaged or defective goods

Should you receive a delivered items in a damaged or defective state, you have the right to return those items. Please indicate whether you would like to receive the product again or would like a payment refund when returning the goods.

In all cases, the items returned must be in their original condition, which includes any packaging. For example, shoes are to be returned along with the original shoe box. All goods will be inspected on return.

* If incorrect items delivered

Please contact Donkervoort Automobielen B.V. for verification in case you did not receive the items you ordered. In case there has been a definitive error in the delivery, you should return the incorrectly sent items to Donkervoort within 14 days after delivery. Upon receipt of the returned items, Donkervoort will send out the correct items.

In all cases, the items returned must be in their original condition, which includes any packaging. For example, shoes are to be returned along with the original shoe box. All goods will be inspected on return.

* Transportation damage

If a damaged package is offered to you, please refuse delivery. When the consumer accepts delivery anyway and delivered articles are found damaged, the consumer has no right of a payment refund.

8. Warranty

* Legal warranty

According to and in application of directive 44/99/CE, Donkervoort (as the vendor) will issue a valid warranty for the product for non-conformity to the quality required and declared on the contracts.

This enables you (the purchaser) to receive replacement, reduction of price or resolution of the contract on the purchased items in the event of defect or non-conformity of the product. The warranty does not cover any misuse of different use of the goods for which it was established by the vendor or manufacturer.

Claims for warranty should always include proof of purchase (order and payment confirmation).

* Warranty claims

The claim must be exercised in time by the purchaser and no later than 60 days from the date on which the defect has been reported to Donkervoort. During this period the product may not be used.

9. Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. Donkervoort will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

10. Intellectual Property, Software and Content

The intellectual property rights in all software and content made available to you on or through this Website remains the property of Donkervoort or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Donkervoort and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation supplied by Donkervoort or its licensors. Donkervoort.comTM is a trade mark belonging to Donkervoort. No license or consent is granted to you to use these marks in any way, and you agree not to use these marks or any marks which are colorably similar without the written permission of Donkervoort.

11. Registration

Donkervoort reserves the right to close accounts if any user is seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple accounts or disrupts any of our services in any way.

If you use multiple logins for the purpose of disrupting the community you may have action taken against all of your accounts.

12. Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Donkervoort and its suppliers and content providers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

13. Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

14. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

15. Applicable Law and Jurisdiction

These terms and conditions are to be construed in accordance with the laws of The Netherlands and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the Dutch courts.