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General Terms & Conditions Classic Bike Meters

F.J. Lippinkhof, trading under the name Classic Bike Meters, is registered with the Chamber of Commerce under number 77486080 and is located at Beemdgras 19, 3893HN in Zeewolde, The Netherlands

Article 1 Definitions
1. In these terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise.
2. Offer: Any written offer or quotation to the Client for the delivery of Products and / or the performance of Work by the service provider.
3. Service provider: The service provider who has the work carried out independently or under his supervision by others, hereinafter: Classic Bike Meters.
4. Company: The natural or legal person who acts in the course of a profession or business.
5. Consumer: Natural person who does not act in the exercise of his profession or business.
6. Client: The Company or the Consumer who enters into a (remote) Agreement with the service provider.
7. Activities: The activities that Classic Bike Meters offers are all activities in the broadest sense of the word of repair of classic motor vehicles.
8. Products: the Products that Classic Bike Meters offers, namely mechanical engine parts including motorcycle instruments (speedometer and tachometer).
9. Agreement: the Agreement, whereby Classic Bike Meters undertakes towards the Client to create a work of a material nature outside employment, or to sell a Product and deliver it at a price in cash to be paid by the Client, with which these general terms and conditions form an unbreakable whole.

Article 2 Applicability
1. These general terms and conditions apply to every Offer of Classic Bike Meters, every Agreement between Classic Bike Meters and the Client and to every work or product offered by Classic Bike Meters.
2. Before an Agreement is concluded (remotely), the Client will have access to these general terms and conditions. If this is not reasonably possible, Classic Bike Meters will indicate to the Client how the Client can view the general terms and conditions.
3. Deviation from these general terms and conditions is in principle not possible. In exceptional situations, the general terms and conditions can be deviated from if this has been explicitly agreed in writing with Classic Bike Meters. The Client's general terms and conditions do not apply.
4. These general terms and conditions also apply to additional, changed follow-up assignments and assignments in the future of the Client.
5. The Client's general and purchasing conditions are excluded.
6. If one or more provisions of these general terms and conditions are partially or completely void or are canceled, the other provisions of these general terms and conditions will remain in force, and the invalid / voided provision (s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. If in these general terms and conditions reference is made to he / her, this should also be understood as a reference to he / him / his, if and insofar as applicable.
9. The Dutch version of these general terms & conditions is always leading over this translated version.

Article 3 The Offer
1. All offers made by Classic Bike Meters are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. Classic Bike Meters is only bound to an Offer if the acceptance thereof is confirmed in writing by the Client within 30 days. Nevertheless, Classic Bike Meters has the right to refuse an Agreement with a potential Client for a valid reason for Classic Bike Meters.

3. The Offer contains a description of the offered Work and / or Products. The description is so detailed that the Client is able to make a proper assessment of the Offer. Classic Bike Meters cannot bind obvious mistakes or errors in the Offer. Any images and / or specific data (including but not limited to models shown and / or provided, examples of the documents as well as statements of colors, capacities, functionalities, dimensions and other descriptions in sketches, drawings, brochures, promotional material) in the Offer are only an indication and cannot be grounds for any compensation or termination of the Agreement. Slight, permissible deviations in the industry are permissible and do not provide grounds for terminating the Agreement.
4. If the Offer is based on information provided by the Client and this information proves to be incomplete and / or incorrect or if this information is subsequently changed, Classic Bike Meters has the right to adjust the rates, delivery periods and / or prices stated in the Offer. to fit. The client is obliged to accept the changed circumstances and to meet the payment obligations set.
5. Offers do not automatically apply to follow-up orders or repeat orders.
6. Delivery times, periods and hours stated in the Classic Bike Meters Offer are indicative and do not entitle the Client to termination or compensation if exceeded, unless expressly agreed otherwise.
7. A composite quotation does not oblige Classic Bike Meters to deliver part of the goods included in the offer or quotation at a corresponding part of the stated price.

Article 4 Realization of the Agreement
1. The Agreement is concluded when the Client has accepted an Offer or quotation from Classic Bike Meters by confirming it.
2. If the Client has accepted the Offer by giving an order to Classic Bike Meters, Classic Bike Meters will confirm the order of the Client in writing by e-mail. Each Offer is valid for a maximum of 30 days (unless expressly agreed otherwise), after which Classic Bike Meters can no longer be held to an Offer.
3. Classic Bike Meters is not bound to an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or clerical error.
4. An Offer is only valid if made in writing by Classic Bike Meters to the Client. The Offer will lapse if the Product or the Work to which the offer relates has become unavailable in the meantime.
5. The right of withdrawal of the Client being a Company is excluded, unless agreed otherwise.
6. Classic Bike Meters has the right to refuse an Agreement with a potential Client for a valid reason for Classic Bike Meters.
7. If several Clients jointly enter into an Agreement with Classic Bike Meters, each Client is individually jointly and severally liable for the fulfillment of the obligations by each Client and the Clients jointly.

Article 5 Duration of the Agreement
1. The Agreement is entered into for the duration as stated in the offer, unless agreed otherwise.
2. The client is at all times authorized to terminate the Agreement in whole or in part. If a start has already been made with the execution of the Agreement and the Client terminates the Agreement, the Client will owe the price applicable for the entire work, less the savings for Classic Bike Meters resulting from the cancellation, against delivery by Classic Bike Meters of the work already completed. If the price had been made dependent on the costs actually incurred by Classic Bike Meters, the price owed by the Client will be calculated on the basis of the costs incurred, the work performed and the profit that Classic Bike Meters would have made over the entire work.
3. Both parties can terminate the Agreement on the basis of an attributable shortcoming in the fulfillment if the other party has been given notice of default in writing, and has been given a reasonable period of time to fulfill its obligations and if it fails in this respect. This also includes the payment and cooperation obligations of the Client.
4. Both the Client and Classic Bike Meters can terminate the Agreement in writing, in whole or in part, without further notice of default, with immediate effect if one of the parties is in a moratorium, bankruptcy has been applied for or the company concerned ends by liquidation. If a situation as mentioned above occurs, Classic Bike Meters is never obliged to refund any money already received and / or compensation. Classic Bike Meters is entitled to take back the unpaid goods immediately and thereby reserves the right to claim additional compensation from the Client.
5. If Classic Bike Meters dies after the conclusion of the Agreement or becomes permanently incapacitated for

work, either party can terminate the Agreement, insofar as it can, given the nature of the Agreement, have a reasonable interest in termination due to the death or permanent incapacity for work. borrow. For work already performed and costs already incurred, the Client owes a compensation to be determined in a reasonable manner and taking all circumstances into account, if applicable to the heirs or successors of Classic Bike Meters.
6. If an already planned appointment is canceled by the Client from 24 hours until the commencement date, Classic Bike Meters is entitled to charge the time reserved for this on the basis of the established hourly rate, as well as costs already incurred for the execution of the Agreement. to bring to the Client.
7. If the Client cancels an already concluded Agreement, the following costs will be charged. In case of cancellation up to one month before the start date, 20% of the quotation amount will be charged to the Client. Up to three weeks until the commencement date, 50% of the quotation amount will be charged, and up to one week before the commencement date, 75% of the quotation amount will be charged. Classic Bike Meters is at all times entitled to charge higher costs if it has incurred more costs for the execution of the Agreement.
8. The Client is itself liable to third parties for the consequences of the cancellation and indemnifies Classic Bike Meters against the resulting claims of these third parties.

Article 6 Additional and less work and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be amended and / or supplemented, or at the request of the Client further Work is required to achieve the desired result of the Client, the Client is obliged to reimburse these more Activities. according to the agreed rate. Classic Bike Meters is not obliged to comply with this request, and may require the Client to conclude an additional Agreement for this.
2. If a fixed price has been agreed for the Work, Classic Bike Meters will inform the Client about the additional costs or financial consequences of the additional work.
3. If and insofar as a fixed price has been agreed for the performance of certain Activities, and the performance of those Activities leads to additional Activities that cannot reasonably be considered to be included in the fixed price, or whether the price must be increased if as a result of the incorrect data provided by the Client that are important for the determination of the price (unless Classic Bike Meters should have discovered the incorrectness of the data before fixing the price), Classic Bike Meters is entitled, after consultation with Client, to be charged to Client.
4. In the event of unforeseen circumstances, Classic Bike Meters is entitled to charge extra costs for this if these circumstances lead to extra Activities.

Article 7 Prices and payment

1. All prices are in principle exclusive of turnover tax (VAT) and other tax levies. Prices for consumers are shown including VAT. If Classic Bike Meters carries out the assignment (partially) at the location of the Client, additional costs (travel, driving, parking and accommodation costs) will be charged, unless otherwise agreed. For Work that (must) be carried out on the basis of urgent or outside office hours at the request of the Client, a surcharge may also be charged as agreed in the offer and / or Agreement. If goods are to be shipped, the Client must reimburse additional costs for this.
2. The Client cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise. If the specified price is a target price, this target price can be adjusted during the execution of the Agreement unless Classic Bike Meters has warned the Client as soon as possible about the probability of a further exceeding, and has given the Client the opportunity to limit the work after all. or simplify. Classic Bike Meters contributes, within the limits of reasonableness, to the limitation or simplification. This also applies if the price depends on the estimated time for the execution of work.
3. If (cost) price-increasing circumstances arise for Classic Bike Meters between the date of the conclusion of the Agreement (or offer) and the performance thereof as a result of legislation and regulations, price changes at third parties or suppliers engaged by Classic Bike Meters. or changes in the prices of the required semi-finished products, materials, parts or currency fluctuations, import and export rights (both at home and abroad), shipping and / or delivery costs, wages, employer costs and / or (social) premiums, etc., is Classic Bike Meters is entitled to increase the agreed price or compensation accordingly and to charge this to the Client.

4. The client is obliged to pay the agreed down payment within the specified period before Classic Bike Meters starts the execution of the Agreement. In any case, the Client is obliged to reimburse the costs for the materials in advance.
5. The client is obliged to pay the agreed amount upon delivery.
6. The client must pay these costs at once without suspension, deduction and / or setoff to the account number and details of Classic Bike Meters that have been notified to it. The Client can only agree on a further period in which the amount due must be paid, after explicit and written permission from Classic Bike Meters.
7. Classic Bike Meters is entitled to set off all amounts already paid by the Client with the compensation owed by the Client (outstanding).
8. If and insofar as additional costs are incurred during the performance of the Agreement and / or if there is an increased risk (in the opinion of Classic Bike Meters), the Client must pay an additional cost for this.
9. Classic Bike Meters is entitled to charge the Client a fixed amount of inspection costs with regard to parts of the motor vehicle, unless agreed otherwise.

Article 8 Debt collection policy
1. If the Client does not meet its payment obligation and has not fulfilled its obligation within the stipulated payment period of 30 days, the Client being a Company will be in default by operation of law. The Client, being a Consumer, will first receive a written reminder with a period of 14 days after the date of receipt of the reminder, to still fulfill its payment obligation, including a statement of the extrajudicial costs if it does not meet its obligations within that set term. before she is in default.
2. From the date that the Client is in default, Classic Bike Meters will, without further notice, claim the statutory (commercial) interest from the first day of absence until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 BW to be calculated in accordance with the scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.
3. If Classic Bike Meters has incurred more or higher costs that are reasonably necessary, these costs will be eligible for compensation. Judicial and execution costs incurred are also for the account of the Client.
4. Classic Bike Meters is entitled to terminate the Agreement, without further notice of default or judicial intervention, by means of a written statement or to suspend its obligations under the Agreement in the absence of full payment (if the Client is in default) of the Client, until the payment has been received by Classic Bike Meters, or the Client has provided adequate security for this.
5. Even if Classic Bike Meters, before the Client is in default with payment, has valid reasons to doubt the creditworthiness of the Client, Classic Bike Meters is entitled to dissolve the Agreement without a written statement or judicial intervention.

Article 9 Execution of activities
1. Classic Bike Meters will endeavor to execute the Agreement with the greatest possible care as may be required from a good service provider. All Activities are performed on the basis of a best efforts obligation, unless an explicit and written result has been agreed upon which has been described in detail. Under no circumstances does Classic Bike Meters guarantee that the Work performed and / or the goods it supplies are suitable for the purpose intended by the Client.
2. In the performance of the Work, Classic Bike Meters is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Work. If the instructions provide additional work for Classic Bike Meters, the Client is obliged to reimburse the additional or additional costs accordingly. All instructions, directions, advice and more are deemed to have been made under the express approval of the Client if these have been done by employees, subordinates and / or third parties engaged by the Client. Damage as a result of unauthorized or outside the scope of the assignment giving these instructions etc. is entirely at the expense and risk of the Client.
4. Classic Bike Meters is entitled to engage third parties at its own discretion for the execution of the Work.
5. Classic Bike Meters has the right to advertise its company when it works at the location of the Client.
6. If the Work is suspended at the request of the Client, the Client is obliged to pay the immediately claimable compensation of the Work already performed and costs incurred at that time, at the first request of Classic Bike Meters. In addition, Classic Bike Meters is entitled to charge all costs resulting from the suspension to the Client (including reserved hours).
7. If the execution of the Agreement cannot be resumed after the suspension period, Classic Bike Meters is entitled to immediately dissolve the Agreement without judicial intervention by means of a written statement to the Client.

In the event of resumption of the performance of the Agreement, the Client is obliged to pay all costs of Classic Bike Meters resulting from this resumption in full.
8. The client is obliged to ensure that all information, data and documents required for the execution of the Agreement are made available to Classic Bike Meters in a timely manner and in the manner desired by Classic Bike Meters.
9. If the Client does not meet the obligations referred to in this article in time, Classic Bike Meters is entitled to suspend the performance of the Agreement until the Client has fulfilled its obligations. The costs associated with the delay incurred and / or the costs of performing additional Work or other consequences arising from this are for the account and risk of the Client.

Article 10 Right of withdrawal upon purchase
1. When purchasing a Product, the Client, being a Consumer, has the right to pay within
legal term to make use of its right of withdrawal. The right of withdrawal is for the Client
being a Company excluded.
2. Products that cannot be taken back due to customization etc. are excluded from the right of withdrawal. This is expressly stated in the Offer as included in the offer.

Article 11 (Delivery)
1. If the commencement, progress or delivery of the Work is delayed because, for example, the Client has not or not timely supplied all the requested information, does not cooperate sufficiently, the payment or down payment has not been received in time by Classic Bike Meters or other circumstances, which are for the account and risk of the Client, Classic Bike Meters is entitled to a reasonable extension of the delivery period. All agreed delivery / completion terms are never strict deadlines. The client must give Classic Bike Meters notice of default in writing. Under no circumstances are the deadlines given deadlines.
2. All damage and additional costs as a result of delay due to a cause mentioned in paragraph 1 are for the account and risk of the Client and can be charged to the Client by Classic Bike Meters.
3. Shipping and / or transport of the ordered goods takes place in the manner as determined by the supplier of Classic Bike Meters, but is at the expense and risk of the Client. From the time of delivery to the agreed place, the delivered item is at the expense and risk of the Client. The client is obliged to fully cooperate with the delivery at the first request of Classic Bike Meters. The acceptance of goods from Classic Bike Meters by the Client is proof that the goods have been received in good condition, unless any damage is expressly noted on the receipt.
4. If there is a phased implementation, or if the Client must give approval, Classic Bike Meters is entitled to suspend the execution of the Agreement until the Client has given its approval. The deadline to give approval is 14 calendar days. If the Client has not given approval within this period, the Client will be deemed to have tacitly agreed with the work delivered.
5. Classic Bike Meters makes an effort to carry out the Work within the agreed term, insofar as this can reasonably be expected of it.
6. If we talk about working days, this means all (workable) calendar days with the exception of recognized national holidays and weekends.
7. Client has an independent responsibility for the management, use and maintenance of the goods made and / or delivered by Classic Bike Meters.
8. If Classic Bike Meters has indicated that the work is ready to be delivered and the Client does not inspect the work within a reasonable period of time and accepts, subject to reservation or otherwise, whether it is commissioned, modified or modified, the Client is deemed to tacitly accept work. Small defects that can be repaired during the maintenance period are no reason for not accepting the delivered work if this does not hinder the commissioning. After acceptance, the work is considered completed.
9. After delivery, the work is at the risk of the Client. It therefore remains liable to pay the price regardless of the destruction or deterioration of the work due to a cause which cannot be attributed to the service provider.
10. Classic Bike Meters is not liable for defects that the Client should reasonably have discovered at the time of delivery, except for intentional deliberate recklessness on the part of Classic Bike Meters.
11. Classic Bike Meters is entitled to deliver and / or execute the Work in parts, whereby each partial delivery and / or partial performance can be invoiced separately.

Article 12 Maintenance

1. If transferred, Classic Bike Meters will carry out maintenance or repair. The scope of the maintenance obligation extends to what has been explicitly agreed by the parties. Classic Bike Meters will inform the Client about all circumstances that may affect (the availability) of the maintenance.
2. The Client is obliged to report any defects, errors or other malfunctions in writing to Classic Bike Meters, after which Classic Bike Meters will repair the defects and / or make improvements as soon as possible in accordance with its usual procedures and to the best of its ability. If desired, Classic Bike Meters is entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with the Client.
3. The client is obliged to cooperate with Classic Bike Meters on first request.

Article 13 Suspension

1. Classic Bike Meters, is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement immediately and with immediate effect, if:
a. The Client does not, not fully or timely fulfill the obligations under the Agreement;
b. Classic Bike Meters, after entering into the Agreement on good ground fears that the Client will not meet its obligations;
c. When entering into the Agreement, the Client has been requested to provide security or a down payment for the fulfillment of his obligations under the Agreement, and this payment is not forthcoming or is insufficient;
d. If due to delays on the part of the Client Classic Bike Meters can no longer be required to fulfill the Agreement under the originally agreed conditions, Classic Bike Meters is entitled to terminate the Agreement.
e. if circumstances arise which are of such a nature that fulfillment of the Agreement in its current form cannot reasonably be required of Classic Bike Meters.
2. If the dissolution is attributable to the Client, Classic Bike Meters is entitled to compensation from the Client.
3. If the Agreement is prematurely terminated by Classic Bike Meters, the Parties will consult for the transfer of Work yet to be performed to third parties if the cancellation is attributable to the Client. The costs of transfer are for the account of the Client. Classic Bike Meters will inform the Client as much as possible in advance about these costs. The client is obliged to pay these costs within the specified period, unless agreed otherwise.

Article 14 Guarantees

1. Every guarantee is explicitly agreed in writing. Guarantees never extend beyond what has been explicitly agreed.
2. Classic Bike Meters carries out the Work in accordance with the standards applicable in the industry. Classic Bike Meters also gives a two-month warranty on the mechanical parts. Classic Bike Meters also gives a two-month warranty on the mechanical parts. During the warranty period, Classic Bike Meters guarantees a good and usual quality of the delivered goods.
3. The Client can only invoke the warranty given by Classic Bike Meters if the Client has fully complied with its payment obligations.
4. If the Client rightly invokes an agreed guarantee, Classic Bike Meters is obliged to perform a repair or replacement of the delivered items free of charge. In addition, if there is any additional damage, the relevant provisions of the liability of these general terms and conditions will be followed. If repair cannot reasonably be demanded from Classic Bike Meters, a Consumer is entitled to dissolve the Agreement in writing or demand a discount on the agreed price or compensation.
5. The warranty lapses as soon as the warranty period has expired, the warranty obligation lapses, the Client makes adjustments or has them made to the delivered and / or delivered in the opinion of Classic Bike Meters incorrectly used, treated or maintained

Article 15 Transfer of risk
The risk of theft and loss, misappropriation or damage of data, documents, software, data files and / or items that are used, made or delivered in the context of the execution of the Agreement, transfers to the Client at the time when they are actually have been made available to the Client.

Article 16 Privacy, data processing and security
1. Classic Bike Meters handles the (personal) data of the Client and Users of the website carefully and will only use it in accordance with the privacy statement. If requested, Classic Bike Meters will inform the person concerned.
2. If Classic Bike Meters is required to provide information security on the basis of the Agreement, this security will comply with the specifications that have been received and a security level that, in view of the state of the art, the sensitivity of the data, and the associated costs. is not unreasonable.

Article 17 Force majeure
1. Classic Bike Meters is not liable if it is unable to fulfill its obligations under the Agreement due to a force majeure situation.
2. Force majeure on the part of Classic Bike Meters means in any case, but is not limited to: (i) force majeure of suppliers of Classic Bike Meters, (ii) failure to properly fulfill obligations of suppliers, (iii) inadequacy of third-party items, equipment, software or materials, (iv) government measures, (v) power outages, (vi) internet outages, data network and telecommunication facilities (for example, through: cybercrime and hacking) or other nature, (vii) natural disasters. , (viii) war and terrorist attacks, (ix) general transport problems (x) illness and / or strikes of the staff of Classic Bike Meters and (xi) other situations that in the opinion of Classic Bike Meters fall outside its sphere of influence that the performance to temporarily or permanently prevent its obligations.
3. If in the opinion of Classic Bike Meters the performance of the agreed Activities due to wet weather conditions, extreme heat or terrain conditions cannot be carried out at the time or in the agreed term, Classic Bike Meters has the right to perform the Work related to this. to interrupt and extend the Agreement for the duration of the days not worked without this resulting in liability.
4. If a force majeure situation lasts longer than 2 months, the Agreement can be dissolved by either party in writing. If any work has already been performed under the Agreement, in such a case, settlement will be made in proportion without any further liability of these services to each other.

Article 18 Limitation of Liability
1. If the performance of Work by Classic Bike Meters leads to liability of Classic Bike Meters towards the Client or third parties, that liability is limited to the costs charged by Classic Bike Meters in connection with the assignment (once the invoice value, with the exception of the material costs, excluding VAT) unless the damage is the result of intentional or intentional recklessness on the part of Classic Bike Meters. Liability is in any case limited to the maximum amount of damage paid by the insurance company per claim per year.
2. Classic Bike Meters is not liable for consequential damage in any form, indirect damage, trading loss, loss of profit and / or loss, missed savings, damage due to business interruption.
3. If the work shows defects after delivery for which Classic Bike Meters is (proven) liable, Classic Bike Meters must be given the opportunity to remove the defects within a reasonable period, without prejudice to liability for damage resulting from the defective delivery, unless the costs of repair would be out of proportion to the Client's interest in repair instead of compensation.
4. In case of dimensions, Classic Bike Meters is not liable for consequential damage, including ordering wrong and / or errors in materials, turning off the GPS and / or taking measurements. The client and / or the service provider who is ultimately responsible for carrying out the Work or order must carry out a final inspection and is responsible for this final inspection.
5. If the (consequences) of an improper performance of the work is due to defects or unsuitability of goods from the Client, the consequences will be for the account of the Client, unless Classic Bike Meters has breached its obligation to warn or otherwise with regard to these defects. has fallen short in expertise or care. Classic Bike Meters is also not liable for the early commissioning of part or all of the work by the Client.

6. The Client is liable for damage to the work as a result of Work performed or deliveries made by it or on its behalf by third parties. Damage resulting from the use of materials prescribed by the Client and / or the implementation of a design originating from the Client is also entirely at the expense and risk of the Client.

7. Classic Bike Meters is not liable for damage that is or may be the result of any action or omission as a result of (incomplete and / or incorrect) information on the website or that of linked websites.
8. Classic Bike Meters does not guarantee the correct and complete transfer of the content of e-mail sent by or on behalf of Classic Bike Meters, nor the timely receipt thereof.
9. All claims of the Client due to failure on the part of Classic Bike Meters lapse if they have not been reported to Classic Bike Meters in writing and with reasons, within one year after the Client was known or could reasonably be aware of the facts on which it bases its claims. Classic Bike Meters' liability lapses after one year after the termination of the Agreement between the parties.
10. The activities may entail the cancellation of guarantees from third parties, including factory guarantees. Classic Bike Meters is not liable for damage of the Client as a result of the loss of any warranty claim from third parties.

Article 19 Indemnification and Accuracy of Information
1. The Client is responsible for the correctness, reliability and completeness of all data, information, documents and / or documents that it provides to Classic Bike Meters in the context of an Agreement. The Client is also responsible for this if this data comes from third parties. If Classic Bike Meters is aware or should reasonably have known of the inaccuracies in the assignment, Classic Bike Meters is obliged to warn the Client of this.
2. The client indemnifies Classic Bike Meters from any liability as a result of non-fulfillment or late fulfillment of the obligations under the previous paragraph.
3. The Client indemnifies Classic Bike Meters against claims by third parties with regard to intellectual property rights to the data and information provided by the Client, which can be used in the execution of the Agreement.

Article 20 Intellectual property rights
1. All IP rights and copyrights of Classic Bike Meters (including but not limited to all drawings, designs, models, preparatory material and more developed or made available under the Agreement) are vested exclusively in Classic Bike Meters and will not be transferred. to the Client.
2. The Client will only acquire the rights of use and powers that it has expressly acquired in the Agreement.
3. The Client is prohibited from using the products on which Classic Bike Meters' intellectual property rights rest other than as agreed in the Agreement.
4. The Client gives permission to Classic Bike Meters to take photos of the delivered items and / or to post the photos taken by the Client of the delivered items on its website and / or social media channels for advertising and promotional purposes.

Article 21 Complaints
1. If the Client is not satisfied with the service or products of Classic Bike Meters or otherwise has complaints about the execution of his order, the Client is obliged to report these complaints as soon as possible, but no later than 2 weeks after the relevant reason for the complaint. led to report. Complaints can be reported via info@classicbikemeters.nl with the subject “complaint”, or via the given telephone number.
2. The complaint must be sufficiently substantiated and / or explained by the Client for Classic Bike Meters to be able to process the complaint.
3. Classic Bike Meters will respond to the complaint as soon as possible, but no later than 5 working days after receipt of the complaint.
4. Parties will try to find a solution together.

Article 22 Applicable law

1. The legal relationship between Classic Bike Meters and the Client is governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
2. Classic Bike Meters can unilaterally change these terms and conditions. The most current version can be found on the website.
3. All disputes, arising from or as a result of the Agreement between Classic Bike Meters and the Client, will be settled by the competent court of the court in the Central Netherlands, location Almere, unless mandatory law rules result in jurisdiction of another Dutch court.