



Terms and Conditions

SPELL

These General Conditions shall apply to the use of this website, to all Agreements concluded with Spell through using this website or online store, to any e-mail exchange, to the Order procedure and to all contacts and/or (legal) acts between Spell and its customers, also if these (legal) acts do not lead to an Agreement. By placing any order for Products (online/ Off-line), the buyer agrees to these terms Terms and Conditions. Any other terms or conditions which may at any indicated in the Buyer's order form be or otherwise (whether oral, typed, written or printed) shall be null and void and of no effect, even if not expressly objected to by Spell.

Web Conditions

These General Web Conditions shall apply to any manner of use of this website, including visiting the website, navigating to other websites via this website, copying (parts of) documents, and using information of this website in whatever form. If you do not agree with the above, please leave this website immediately.

By visiting this website you declare that you agree with these Conditions.

Web Content

The information on this website is provided in good faith. Spell has to the best of its ability checked the correctness of factual information, but accepts no liability for any incorrect or incomplete information.

Intellectual Property Rights

This website in principle contains original material. Where on this website names of companies, products or services are mentioned, this shall only be for indication purposes; all trade names and similar indications are recognized. Occasionally texts and images may be used that originate from third parties; this is only for quotation purposes or as an example, and under acknowledgement of the rights thereon of those third parties.

Offers & Quotations

All offers made on this website, including the prices and delivery periods, are without engagement. Spell has the right to change the prices of products mentioned on the website at any time and for any reason. In case of price increases, already concluded agreements will be carried out against the price that applied at the moment that Spell accepted the order. Furthermore an offer will expire if the product to which the offer relates in the meantime is no longer available, and if Spell changes the content of this website. Moreover, Spell at all times reserves the right to refuse or cancel orders at its sole discretion.

Purchase Orders

The Buyer shall submit purchase orders to Spell in writing, which shall set forth, at a minimum:

- (a) an identification of the Products ordered including Product and material specifications,
- (b) quantities,
- (c) requested date of delivery of Products,
- (d) the address of the location that the products will be delivered and
- (e) shipping instructions and shipping address.

In the event of any inconsistency or variance between the terms and the conditions and those terms set forth on the Buyer's order form, these terms and conditions shall govern. Spell's order confirmation shall be final and binding upon the Buyer.

Orders

The Buyer is solely responsible for preparing Product and material specifications. Spell will make reasonable attempts to confirm each order in writing with our standard acknowledgement form for the specific Products ordered. Order are subject to the terms and conditions here and as it appears on our order acknowledgement. In the event of any inconsistency or variance between Spell's terms and conditions of sale and those set forth on the Buyer's order form, our Terms and Conditions will govern. Our order confirmation is final and binding.



Acceptance

The agreement shall subsequently only come about if Spell has accepted the order placed by you per e mail. Any order of the Buyer may be accepted by Spell in whole or in part. No order of the buyer will be binding upon Spell unless accepted by Spell at its main office in The Netherlands, on Spell's form of order acknowledgement. No other person or firm has any authority to accept orders, make representation or otherwise make binding commitments on behalf of Spell. Every order of the Buyer delivered to Spell or its agent will be binding on the buyer unless and until it is rejected in writing by Spell, and may not be cancelled, withdrawn or modified by the Buyer, however, in the event of a partial acceptance by Spell, the Buyer will no longer be bound with respect to the parts of the order not accepted by Spell. Acceptance of any part of the Products ordered shall constitute acceptance of all of the ordered Products, whether or not the Products are all tendered in one shipment. No Products maybe returned by the Buyer without Spell's prior authorization. All returns shall be subject to verification on arrival at the location specified for the return of the Products in such written authorization.

Payments

You are held to pay the price to Spell in advance.

You may pay the amounts in two ways:

- a. by electronic banking solutions (PayPal, iDEAL, VISA and Mastercard via STRIPE);
- b. by payment in advance per bank transfer;

Prices

All prices are listed unless indicated otherwise on our order confirmation. The prices of all products that can be ordered via the website are inclusive of taxes and exclusive of shipment costs. Special or unusual packaging, shipping or handling will be subject to an additional charge. Prices include normal packaging. Prices do not include storage or insurance charges, sales and other taxes, inside delivery, un-crating and installation costs. Special handling or crating is additional. Prices and specifications are subject to change without notice. List Prices are based in (€)EURO or (\$)USD. All payments by Buyer shall be in (€) EURO or in (\$) USD. The currency exchange rate at the day of order confirmation will be applied. Orders are subject to Spell's list prices at the time of order acknowledgement and each shipment will be invoiced at such prices. Orders with an extended delivery date may be subject to special pricing. If any tax, tariff, duty or charge, now or hereafter imposed by any governmental authority, foreign or domestic, upon materials sold here and upon the production, sale, transportation, use or delivery thereof, is required to be paid or collected by Spell directly or indirectly, either by such governmental authority or agency or by virtue of Spell's contract with Spell's vendors, the amount thereof shall be added to the price provided for herein and paid by Buyer. Spell may, at Spell's option, add to the price of the materials sold hereunder the amount of any increase in transportation charges for shipments to Buyer provided that such transportation charges are payable by Spell hereunder.

Changes and Cancellations

Requests for changes or cancellations to an order are subject to Spell's agreement to make these changes. Requests must be submitted in writing within 24 hours of Spell's receipt of the original purchase order and are subject to Spell's prior written approval, which may be withheld in Spell's sole discretion. An order placed by the Buyer with and accepted by Spell can be cancelled, suspended, or extended only with Spell's written consent and upon terms that will indemnify Spell against loss and provide Spell with a reasonable profit for its time, services, use of facilities and otherwise. The Buyer will be obligated to accept any good shipped or delivered by Spell prior to cancellation, suspension or extension of the order. Any attempt of the Buyer to unilaterally revoke acceptance for any reason after he has accepted any shipment shall constitute a breach of this Agreement. For the purposes of this paragraph, acceptance shall be any waiver of inspection use or possession of goods, payment of the invoice, or any indication of exclusive control exercised by the Buyer. Changes will be subject to revised delivery dates and additional charges for materials and labor, as determined by Spell in their sole discretion. All orders that require special materials or construction are not subject to cancellations.

Shipment & Delivery times

The delivery times stated by Spell are indicative. Delivery later than the date indicated by Spell will not entitle you to claim damages. The products shall be delivered at the address indicated by you on the ground floor only. There will be no inside delivery. Spell is not liable for any loss or damage of whatever nature caused by non-delivery or delivery later than indicated by Spell.



Return

You are held to (have others) inspect the products closely immediately after receipt. If you do not wish to accept a product for whatever reason, you have the right to return the product to Spell within 14 days after receipt. Return shipments will be accepted if the products are undamaged and in their original packaging. Return of Products will not be accepted without our written authorization and shipping instructions. You will assume the costs for return shipments. You are responsible for the manner of shipping and for the risk of the parcel or package--and you herewith accept that responsibility and risk--until Spell has received and accepted the returned products. You are liable for any damage to the packaging or to the products caused during the return. You must adequately stamp the returned products. Spell will not accept inadequately stamped packages. You are also obliged to comply with any other return conditions set by Spell. If you fail to meet those conditions, you will continue to be the owner of the relevant product and the purchase amount will not be paid back to you.

Waiver

No Failure of Spell to insist upon strict compliance by the Buyer with the terms and conditions of this order to exercise any rights accruing from any default of the Buyer shall impair Spell's rights in case Buyer's default continues or in case of any subsequent default by Buyer.

Force Majeure

Notwithstanding the other rights accruing to Spell, in case of force majeure Spell shall have the right at its own discretion either to suspend the execution of an order or to dissolve the agreement without interference of the courts. Spell will inform you thereof in writing, freeing it from being required to pay any damages. There is also a force majeure situation in case of stagnation of deliveries to Spell by suppliers of Spell, and in case of strikes among the staff of Spell.

Merger Clause

Spell's dealers, salespeople or other employees may have made oral statements about the merchandise described in this order. Such statements do not constitute warranties, shall not be relied upon by the Buyer and are not part of the order. The order is embodied in this writing and any and all representations, promises, warranties and statements by Spell's or its and/or their Agent(s) that differ in any way from the terms of this written agreement shall be given no force or effect.

Applicable law and jurisdiction

This website and any legal relationships resulting from the use of this website shall be governed by Dutch law. Any disputes to which the use of this website may give rise shall exclusively be submitted for settlement to the competent courts in The Netherlands. In case of litigation and at its sole discretion Spell may commence and prosecute such litigation in any jurisdiction in which the Buyer may be located or found or may do or transact business. If any situation occurs between the parties that have not been described in these Terms and Conditions, that situation will have to be assessed in accordance with the spirit of these Terms and Conditions.

Severability

If any provision of these Terms and Conditions of Sale or the application thereof to any person or circumstance shall, to any extent, be invalid or enforceable, the remainder of these Terms and Conditions of Sale, and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of these Terms and Conditions of Sale shall remain in effect and shall be enforceable to the full extent permitted by law.

Designs

All designs shown in our catalogues and price lists are, and remain, our property.
All dimensions and colours shown are approximate.

Materials

Spell carefully selects only the finest quality products for its Products. While Spell makes every effort to match consistence appearance of the product, all Products are sold subject to commercially acceptable variations or irregularities of colour, surface, grain or texture due to the nature of the materials and techniques applied.



Guarantee

SPELL guarantees the soundness of the delivered products for up to 24 months. If it appears that the delivered products are defective, they must be sent back to SPELL with their postage paid. After that, SPELL can decide whether to:

- repair the products;
- replace the products; or
- refund to you the price paid for the products.

In all of the aforesaid cases when Spell has chosen the option of repairing any defects. You can only make a claim under the guarantee after you have performed all of your obligations towards Spell.

The following losses do not qualify for compensation:

- trading loss and consequential loss, including for example stagnation damage and loss of profits;
- damage caused by intent or deliberate recklessness of auxiliary persons;
- damage caused by excess of the delivery period.

You shall indemnify SPELL against any claims of third parties under product liability resulting from any defect in a product that has been delivered by you to a third party and that (inter alia) consisted of products delivered by Spell.

VAT, Taxes & Import outside the EU.

Charges such as import duties or during import declaration are for the buyers expense. Business and individual clients should acknowledge the risk of international shipment. Shipments of large items or bigger quantities outside the European Union require a Customs broker and ISF procedure to declare the goods in your country. Please check with your local customs office for exact information.

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Registered by
Spell Europe
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Contact us:

Spell
Westervoortsedijk 73
building KB
6827AV Arnhem
The Netherlands

Mail address:
P.O. Box 5515
6802 EM Arnhem The Netherlands
t: +31 (0)26 3610162
w: www.spell-online.com
e: order@spell-online.com

C.o.C. no: 09173498
VAT no: NL NL1702.55.785.B01