

Pronomics BV (Coocaroooc)

Terms and Conditions

Article 1. Applicability

- 1.1. These Terms and Conditions are applicable to all special offers from and orders placed with Pronomics BV (hereafter to be called Coocaroooc) and to all agreements that have been concluded with Coocaroooc.
- 1.2. These Terms and Conditions can be consulted on the Coocaroooc website (<http://www.en.coocaroooc.com/>). On request, Coocaroooc will send you a free copy.
- 1.3. Coocaroooc reserves the right to supplement the Terms and Conditions from time to time and to modify them without prior notification.
- 1.4. Any differences in and/or supplements to these Terms and Conditions can only be based on an expressly written agreement with Coocaroooc.
- 1.5. The applicability of other Terms and Conditions is excluded, unless expressly agreed upon in writing.
- 1.6. Coocaroooc is authorised to subcontract intermediaries and other third parties for the execution of an agreement, in which case all rights and liabilities as stipulated in these Terms and Conditions and any supplementing written agreements for Coocaroooc, will also be stipulated for the intermediaries and other third parties, subcontracted by Coocaroooc.
- 1.7. Every natural person or legal person who is in a contractual relation with Coocaroooc, accepts these Terms and Conditions by using the Coocaroooc website, including the Coocaroooc web shop and Coocaroooc Family, or by accepting a special offer from Coocaroooc or by placing an order with Coocaroooc.

Article 2. Order and Agreement

- 2.1. Consumers can get Coocaroooc products in two ways:
 - by ordering products via the Coocaroooc internet shop
 - by purchasing products at a Coocaroooc Service point.
- 2.2. Special offers or price quotes on the Coocaroooc website are without commitment. Coocaroooc reserves the right to modify or withdraw special offers or prices.
- 2.3. Special offers are valid for as long as stock lasts.
- 2.4. Orders can only be placed via the Coocaroooc website.
- 2.5. Coocaroooc has the right to refuse orders for reasons, in which case Coocaroooc will notify the buyer per e-mail (if Coocaroooc has the e-mail address) within 10 working days after placing the order.
- 2.6. An order is considered placed when all required details (mandatory fields) have been filled in on the input screens of the Coocaroooc website and when the payment for the order has been authorised and these details have been sent electronically to Coocaroooc and have been received by Coocaroooc .
- 2.7. An agreement is concluded as soon as Coocaroooc has accepted the order and has sent a confirmation by e-mail to the e-mail address indicated by the buyer.
- 2.8. The buyer and Coocaroooc agree that, in accordance with section 5 and 6 of this article, only the agreement that has been concluded by means of electronic communication, is binding and that the lack of a signed paper document does not matter here.
- 2.9. Coocaroooc takes extreme care in the distribution of precise and complete information via its communication channels. However, Coocaroooc cannot guarantee that all special offers and products correspond totally and entirely with the issued information (differences can mainly occur with regard to colours). Any differences form in principle no argument for the delivery of compensation and/ or the cancellation of the agreement.

Article 3. Prices and Payment

- 3.1. All prices stated on the Coocaroooc website are expressed in the currency of the country of delivery (except UK) and include the legally determined VAT.
- 3.2. As long as no agreement has been concluded, Coocaroooc is free to modify the prices or conditions. After the conclusion of an agreement, Coocaroooc has the right to include any changes in the sales tax rate and any other taxes and/or levies in the price.

- 3.3. You can pay for the products by means of the payment methods stated on the site. Payment methods can be blocked, based on the result of an address- and credibility check.
- 3.4. Special offers are only valid for the duration as stated with that special offer. Special offers can vary per medium and region.
- 3.5. Payment- and delivery costs are not included in the article price. The payment- and delivery costs are calculated per delivery. A contribution in payment- and delivery costs is charged to the buyer, depending on the size of the order, the payment method and the delivery address. The contribution in payment- and delivery costs policy is clearly published on the [Cooçarooc](#) website.
- 3.6. The buyer has to pay to [Cooçarooc](#) the amount that [Cooçarooc](#) has stated in its confirmation per e-mail as mentioned in article 2.6 of these terms and conditions. [Cooçarooc](#) also has the right, after the conclusion of the agreement, to correct evident errors in the price calculation.

Article 4. Delivery charges and Delivery

- 4.1. The table on the website gives an overview of the contribution in the payment- and delivery costs per order, as mentioned in article 3.5 of these terms and conditions. The mentioned amounts are based on the selected payment method, the region of delivery and the total amount of the order, excluding the contribution in payment- and delivery costs.
- 4.2. The table on the website also indicates the delivery times. Delivery times take effect after [Cooçarooc](#) has received the complete and correct order as well as the total amount due. The mentioned delivery times are only an indication, exceeding the indicated delivery times are no ground for cancellation of the order or cancellation of the agreement.
- 4.3. If the order is not delivered within 30 days, then the buyer has the right to cancel the order free of charge.
- 4.4. Initially, all articles displayed in the [Cooçarooc](#) web shop are in stock. When this is temporarily not the case, [Cooçarooc](#) will give further information with regard to the delivery times via the website or in another way.
- 4.5. Articles are only delivered to the address that the buyer has indicated when concluding the agreement.
- 4.6. Delivery takes place at the moment that the ordered articles are received by the buyer (or someone on his/her behalf). The risk relating to the ordered articles is transferred to the buyer as soon as the ordered articles have been delivered to the indicated address.
- 4.7. [Cooçarooc](#) selects the transport company for the delivery.
- 4.8. [Cooçarooc](#) reserves the right to deliver in stages, this does not incur additional costs for the buyer.
- 4.9. If [Cooçarooc](#) does not deliver correctly or incompletely, then the buyer will have to notify [Cooçarooc](#) within 5 days of reception of the articles. [Cooçarooc](#) will then correct the delivery, at [Cooçarooc](#)'s expenses.

Article 5. Exchange and Return

- 5.1. If the ordered articles show clear defects (due to the transport or not) upon delivery, then the buyer will have to notify the employee of the transport company and refuse the delivery.
- 5.2. The buyer has to inspect and check the articles immediately after reception. Any observed defects or defaults have to be reported immediately per e-mail to service@coocaroc.com.
- 5.3. For deliveries that are the result of agreements that have been concluded via the [Cooçarooc](#) website, applies that the buyer can return an article free of charge within 7 days after reception.
- 5.4. The buyer has to use the original packaging for the return. A copy of the original invoice has to be enclosed.
- 5.5. The buyer has to create a return label by means of the facility that is available on the [Cooçarooc](#) website.
- 5.6. For returns, the buyer has to use the transport company that [Cooçarooc](#) has specified on the website.
- 5.7. [Cooçarooc](#) does not accept returns without or with insufficient postage.
- 5.8. If the returned article is in the state that corresponds with the state of a new article after viewing in a shop and is fitted with the original labels, then [Cooçarooc](#) will reimburse the buyer with the article price (so not the contribution in payment- and delivery costs) as soon as possible and not more than 30 days after [Cooçarooc](#) has received the returned article. When the quality of the article has deteriorated, then [Cooçarooc](#) reserves the right to claim value replacement.
- 5.9. [Cooçarooc](#) is not liable for damage (e.g. theft or loss) with regard to returns.
- 5.10. Service deliveries, for example the delivery of spare parts, are excluded from the return right.

Article 6. Warranty

- 6.1. Coocaroooc guarantees that your product, at the moment of purchase, is in good order and condition relating to assembly or used materials.
- 6.2. If your product shows defects or faults after purchase or during the warranty period (in case of normal use as described in the manual of the relevant article) relating to assembly or used materials, then this has to be reported per e-mail to service@coocaroooc.com, within two weeks of the discovery of the fault.
- 6.3. If it has been proven that the warranty, as mentioned in this article, applies to the reported defects, then Coocaroooc (exclusively at its own discretion) will carry out repair and/ or replace the article. The owner of the article must send the article for repair, on Coocaroooc's request, to a Coocaroooc Service point to be specified by Coocaroooc.
- 6.4. Any transport and/or research costs in relation to faulty articles that are not covered by the warranty, are for the account of the article's owner.
- 6.5. The warranty period is 24 consecutive months, commencing on the date of purchase.
- 6.6. The warranty is not applicable if the defect has been caused by irresponsible use of the relevant article, accidental/intentional accident, neglect, abuse or commercial use or as a result of normal usage while in daily use.
- 6.7. Repairs and modifications can only be carried out by Coocaroooc or an authorised Coocaroooc Service point; the warranty is not applicable in all other cases.
- 6.8. The warranty lapses when the serial number of the article has been damaged or removed.
- 6.9. The warranty can only be used by the first owner and cannot be transferred.
- 6.10. Liability for consequential damage, loss of profit or loss as a result of not being able to use the product anymore, is excluded from the warranty.
- 6.11. Coocaroooc is not liable for damage (e.g. theft or loss) with regard to returns under warranty.
- 6.12. These provisions only include the Coocaroooc warranty and its authorised Coocaroooc Service points and no other warranty or provisions, verbal or written, implicit or otherwise (namely provisions with regard to the correspondence in description, suitability for the intended purpose or commercial quality), is/are applicable.

Article 7. Liability

- 7.1. The owner of a product, delivered by Coocaroooc, is meant to protect Coocaroooc from any liability that third parties could claim, based on the delivery, the ownership or use of the Coocaroooc product, unless the law defines otherwise.
- 7.2. Coocaroooc's liability arising from this, is limited to the invoice value at the most. Any other or further liability is excluded, unless the law states otherwise.
- 7.3. Coocaroooc is not liable either for consequential damage or loss of profit or turnover and indirect damage.
- 7.4. Coocaroooc is not responsible and/or liable for misunderstandings, incorrect or delayed transfer of orders and other messages as a result of the use of internet or other communication means, unless there should be question of criminal intent or serious misconduct on Coocaroooc's side.
- 7.5. Coocaroooc is not responsible and/or liable for the content and/or the use of any internet pages that appear as links on the Coocaroooc website.

Article 8. Reservation of title

- 8.1. The actual delivery of products takes place at the moment that the buyer accepts the products from the transport company or at the Coocaroooc Service point. The risk with regard to the delivered products is transferred to the buyer at the moment of the actual delivery.
- 8.2. The ownership of the products is transferred to the buyer at the moment that the buyer has complied with all that was due to Coocaroooc because of the agreement with Coocaroooc, including but not limited to the payment of interest and costs for relevant and any other deliveries.
- 8.3. The buyer may not sell, tax, steal or tax the products in any other way before the ownership of the products has been transferred to the buyer.
- 8.4. Coocaroooc is authorised at all times to take the property back or to get it taken back without proof of default.

Article 9. Intellectual property

- 9.1. All rights of intellectual property of products and expressions in relation to Coocaroooc products, including but not limited to the Coocaroooc website, rests on Coocaroooc.

- 9.2. The buyer acknowledges Coocaroc's intellectual property rights and declares to be informed of the fact that it is forbidden for the buyer to use Coocaroc's intellectual rights without prior, explicit and written permission from Coocaroc.
- 9.3. The intellectual rights in this article include patent-, author-, model- and brand rights, but also other (not) patentable, technical or commercial know-how, drawings, software, methods and concepts.

Article 10. Protection of personal data & Creditors

- 10.1. In principle, Coocaroc treats and processes buyers' data confidentially and in accordance with the applicable Dutch law and legislations, as well as the Coocaroc Privacy Statement, as published on the Coocaroc website.
- 10.2. The buyer's data are stored and transmitted to Coocaroc service providers for as far as this is necessary for the execution of the instruction and the processing of the order.
- 10.3. As far as this is necessary for the processing of the payment, the buyer agrees explicitly that Coocaroc can transmit the buyer's data to the payment service provider Ogone and Acquirer BCC.
- 10.4. Coocaroc only uses address- and order details for its own marketing purposes, unless the buyer objects.

Article 11. Miscellaneous

- 11.1. Coocaroc aspires to reply to received e-mails within three working days.
- 11.2. Colours and versions of parts in different deliveries can slightly differ, this does not give a right to claim under warranty or the right to cancel the agreement.
- 11.3. The colours displayed on the Coocaroc website can differ from reality as a result of the screen settings, this does not give a right to claim under warranty or the right to cancel the agreement.

Article 12. Information provision

- 12.1. The Coocaroc terms and conditions are always available on the Coocaroc website, on request the buyer can get a printed copy in the post.
- 12.2. Coocaroc is a brand of Pro Consult Development BV in Groningen, the Netherlands.
- 12.3. Coocaroc is operated by:

- Pronomics BV
- Postbus 11028
- 9700 CA Groningen
- The Netherlands
- Chamber of Commerce : 02071239
- service@coocaroc.com
- www.cocaroc.com
- VAT number: NL 8092.79.708.B01
- Directors: Lucas Poppinga and Niels Maijers

- 12.4. For any complaints, you can contact your Coocaroc Service point or Coocaroc via service@coocaroc.com. In principle, complaints will be solved within 5 working days and if we cannot meet that deadline, we'll inform you within 5 working days.

Article 13. Force majeure

- 13.1. In case of force majeure, Coocaroc has the right to suspend or cancel the agreement without intervention of the judge. For as far as possible and in view of the force majeure, Coocaroc will notify the buyer of this situation per e-mail, by phone or in writing. In such situations, Coocaroc is not obliged to pay out any compensation to the buyer.
- 13.2. Force majeure in this article includes any circumstance in which Coocaroc fails to comply entirely with its obligations with regard to the buyer and which circumstance cannot be humanly imputed to Coocaroc. This includes but is not limited to: acts of God, war, fire, power cuts, ICT disruptions, strikes and shortcomings of Coocaroc suppliers.

Article 14. Partial nullity, applicable law and authorised judge

- 14.1. In case that one or more provisions of these Terms and Conditions or any other agreement with Coocaroc appear to be in violation of the law, then these articles will lapse and be replaced with similar provisions, to be determined by Coocaroc, that are acceptable within the law. This shall not affect the other provisions.
- 14.2. Only the Dutch law is applicable to these Terms and Conditions, to all special offers, orders, agreements and deliveries to which these Terms and Conditions are applicable.
- 14.3. The applicability of the Vienna Sales Convention is expressly excluded.
- 14.4. All disputes will preferably be solved by mutual agreement. If this appears impossible, then all disputes in relation to or resulting from the application of these Terms and Conditions, special offers and deliveries from Coocaroc or agreements concluded with Coocaroc by exclusion, will be presented to the authorised judge in Groningen, unless the law explicitly assigns another authorised judge.