



LV Rental & Sales

TERMS & CONDITIONS

1. Access to Website

1. This User Agreement sets out the terms on which LV Rental & Sales offers you access to and use of its website and services. The entity you are contracting with is LV Rental & Sales, Malcushoeve 4, 5708 TH Helmond, The Netherlands. In this Agreement, references to “you” or “your” are references to users of LV Rental & Sales’s website and references to “we” and “our” are references to LV Rental & Sales. References to “the vendor”/ “the buyer” are references to any individual or entity using LV Rental & Sales’s website and services to sell/buy goods.
2. LV Rental & Sales reserves the right to amend these terms and conditions, and the products, services and prices listed on this website at any time, at its sole discretion and without notice. LV Rental & Sales reserves the right to seek all remedies available by law and in equity for any violation of these terms and conditions. Any rights not expressly granted herein are reserved. Before registering to use this website, entering into an order to purchase products or otherwise posting any information, please read this agreement carefully.

2. Payment

1. SALES ARE PRE PAID: the buyer must pay for the products before we dispatch them. Preferred payment method is by bank transfer. If you do not wish to pay by this method, we may be able to accommodate another pre payment option.

3. Price / Currency

1. All prices are quoted in euros.
2. Please be advised that LV Rental & Sales may, without notice and at its sole discretion, amend the price of the goods listed on its website.
3. LV Rental & Sales has a minimum order value of €500 policy and reserves the right to charge a small service charge on any order under €500.

4. Value Added Tax

1. All purchases in the Netherlands are subject to Value Added Tax at the prevailing rate.

5. Shipping

1. All shipping, insurance, duty and freight handling charges are the responsibility of the buyer and are not included in the purchase price listed on this website. LV Rental and Sales will provide the buyer with shipping costs and will add those costs to the final purchase price. All delivery costs shall be borne by the buyer, unless otherwise agreed between the buyer and the vendor. In no event shall LV Rental & Sales be liable for delivery costs.
2. All shipments are standard insured by law. For shipments within the Netherlands (National), the maximum insurance is around 3,40 euro per KG (AVR). For international shipments within Europe (CMR) the maximum insurance is around

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10,00 euro per KG.

In case the value of the goods is higher than the maximum insurance amount LV Rental & Sales advises the buyer to request additional insurance.

In any case under assurance is the responsibility of the buyer.

3. LV Rental & Sales does not accept responsibility for any damage or loss having occurred during shipment. Where damage or loss has occurred during shipment, it is the buyer's responsibility to notify the driver upon delivery, and file a claim directly with the shipping company, unless insurance has been requested to and provided by LV Rental & Sales in which case you must provide us with the damage report made to the driver within 48 hours of receipt of the goods. LV Rental & Sales will not accept any return of goods damaged during shipment. LV Rental & Sales cannot be held responsible for any delay in shipping or product unavailability.
4. Incoterms 2020: all sales are Ex Works (EXW).
6. **Changes in Policy**
 1. LV Rental & Sales reserves the right to change, in whole or in part, prices, discounts, product specifications, products offered, terms and conditions of sale and policies without notice. In addition, LV Rental & Sales cannot guarantee availability at the time you place your order. All sales are handled on a first come, first served basis.
7. **RETURNS**
 1. In most cases, LV Rental & Sales will allow the buyer to return an item for a refund within 2 days of receipt of the merchandise if the item was not accurately described by the vendor. The buyer is advised to inspect the goods immediately on receipt.
 2. To return an item, the buyer must contact LV Rental & Sales within 2 days of receipt of the merchandise. LV Rental & Sales is entitled to approve or refuse any return at its sole discretion. If the return has been approved, the buyer must pack the item in its original shipping box or case and return it to the specified destination within 14 days of receipt of the goods. The buyer is responsible for all shipping costs associated with the return of the goods and for any damage caused to the goods whilst in its possession.
 3. The vendor undertakes to refund the buyer within 5 business days of receipt of the returned goods.
8. **Cancellation**
 1. Any orders placed by a buyer via this website are binding upon the buyer when made. Any cancellation must be approved by LV Rental & Sales and may be subject to restocking and other charges.
9. **Termination**
 1. LV Rental & Sales may discontinue, suspend or modify any presently available service or content on the website in whole or in part, at any time for any reason, without prior notice. LV Rental & Sales may limit, suspend, or terminate your use of the website with or without cause at any time and effective immediately. LV Rental & Sales shall not be liable to users or any third party for suspension or termination of your, or any third party use of the website. Users acknowledge and agree that



any termination or limit on use of the website may be effected without prior notice, and acknowledge and agree that LV Rental & Sales may immediately remove, delete or discard any information or content that you have posted.

10. Warranties and Limitation of Liability

1. The vendor warrants that the goods being sold shall be of satisfactory quality in accordance with their description on www.lvrentalandsales.com.
2. The documentation and/or related graphics published on this server could include technical inaccuracies, obsolete issues or typographical errors. LV Rental and Sales assumes no responsibility for errors or omissions in the information or other documents which are referenced by or linked to this website.

11. Indemnity

1. You will indemnify and hold LV Rental & Sales harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of this Agreement, your improper use of the website or your breach of any law or the rights of a third party.

12. Assignment

1. The vendor may not assign any or all of its rights or obligations under this Agreement without the prior consent of LV Rental & Sales.

13. FORCE MAJEURE

1. LV Rental and Sales shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from a Force Majeure Event.

14. ENTIRE Agreement

1. This Agreement constitutes the entire agreement between the buyer and LV Rental and Sales and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15. THIRD PARTY RIGHTS

1. No one other than a party to this Agreement shall have any right to enforce any of its terms.

16. Notices

1. Any notice given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or principal place of business, and shall be delivered personally, by first class post or other next working day delivery service, or by email.

17. Compliance with Laws

1. Buyers shall at all times comply with any and all applicable laws, including, but not limited to any and all laws governing exports and any applicable international laws, in using this website.

18. Governing Law AND Jurisdiction



1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation, shall be governed by and construed in accordance with the Dutch law.
2. Each party irrevocably agrees that the Dutch Courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

19. Severability

1. If any provision or part-provision of this Agreement is held invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20. Miscellaneous

1. The section headings in this Agreement are for the convenience of the parties only and shall have no substantive meaning and shall not be used to construe or interpret any provision of this Agreement. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by LV Rental & Sales of any right under this Agreement will be deemed to be either a waiver of any other such right or provision or a waiver of that same right or provision at any other time. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability shall survive the termination of this Agreement.

Use of this website implies acceptance of these terms and conditions. If you do not agree to be bound by these terms and conditions, please refrain from using this website.