



## GENERAL TERMS AND CONDITIONS: THE CAVEMAN GRILL

### ARTICLE 1 – Definitions

The following terms have the following meanings in these general terms & conditions, unless explicitly indicated otherwise:

*Caveman Industries BV*: under the trade name “The Caveman Grill”, with its registered office at Stationsplein 416, 1117 CL Schiphol, registered with the Dutch Chamber of Commerce under number 23091418.

*The website*: the website of The Caveman Grill: [www.thecavemangrill.nl](http://www.thecavemangrill.nl).

*Product*: the article or articles that must be delivered to the customer upon entering into the agreement between The Caveman Grill and the customer within an agreed period, and for which an agreed price must be paid.

*Customer*: any person, whether or not acting on behalf of a natural person, a company or profession, who enters into or wants to enter into an agreement with The Caveman Grill or for who The Caveman Grill makes an offer or quotation.

*Agreement*: the agreement between The Caveman Grill and the customer.

*Terms & Conditions*: the General Terms & Conditions

### ARTICLE 2 – Address of The Caveman Grill

The Caveman Grill  
Stationsplein 416  
1117 CL SCHIPHOL  
The Netherlands

Tel.: +31 6 51216207

Email: [info@thecavemangrill.nl](mailto:info@thecavemangrill.nl)

[www.thecavemangrill.nl](http://www.thecavemangrill.nl)

KvK (Chamber of Commerce) number: 66248027

VAT number: NL856461647B01

### ARTICLE 3 – General

3.1 These terms and conditions apply to each and every offer, quotation and agreement between The Caveman Grill and a customer, insofar as these terms and conditions have not been explicitly deviated from by parties in writing.

3.2 These terms and conditions also apply to agreements with The Caveman Grill for which third parties must be involved for their execution, such as the outsourcing of the transport.

3.3 Deviating stipulations and agreements are only legally valid if they have been explicitly agreed in writing with The Caveman Grill.

### ARTICLE 4 – Orders and Offers

4.1 If the acceptance deviates (on minor points) from the offer included in the order, The Caveman Grill shall not be bound thereto. In this case, the agreement will not come into effect in accordance with this deviating acceptance, unless The Caveman Grill indicates otherwise.

4.2 Prices in the above-mentioned offers and orders are inclusive of VAT and exclusive of shipping costs, unless stated otherwise.

4.3 Shipping costs will be charged to orders with a value up to €250. Shipping costs in the Netherlands amount to €9.50 including VAT. Shipping costs in Belgium: €15 including VAT. Shipping costs will NOT be applied to orders greater than €250. Shipping costs to other countries will be provided on request.

4.4 An order binds the customer to full compliance.

4.5 A composite price offer does not oblige The Caveman Grill to deliver part of the goods included in the offer or order for a corresponding part of the stated price.

4.6 Offers or orders do not automatically apply to repeat orders.

4.7 All offers displayed on the website are valid during the period as indicated on the website.

Caveman Industries BV | Schipholplein 416 | 1117 CL SCHIPHOL-OOST

Telephone: 06-51216207 | Email: [info@thecavemangrill.nl](mailto:info@thecavemangrill.nl) | Website: [www.thecavemangrill.nl](http://www.thecavemangrill.nl)

KvK (Chamber of Commerce): 6624802 | IBAN: NL 56ABNA0617120633



4.8 The Caveman Grill cannot be held to the prices stated on the website. All prices and product descriptions are subject to writing, printing or listing errors.

4.9 The Caveman Grill cannot be held to its offers and orders if the customer, according to the generally accepted terms of reasonableness and fairness, should have understood that the offer or quotation or part thereof contains an obvious mistake or error.

#### **ARTICLE 5 – The agreement**

5.1 The agreement between The Caveman Grill and the customer comes into effect by the customer signing a completed order form and an order confirmation being returned by The Caveman Grill.

5.2 Price changes: If, after entering into the agreement, a price increase or price reduction of the product occurs, this change will have no impact on the agreed price.

5.3 The Caveman Grill remains the owner of the product as long as the customer has not paid the full amount described in the agreement. In the event of non-payment, the actual transportation costs to and from the customer will be calculated and passed on to the customer.

5.4 The customer shall arrange for careful handling of the product and will not hand it over, or use it as collateral, lend it out, or remove it from the location it was delivered to until the entire purchase price and any added interest and costs have been paid.

#### **ARTICLE 6 – Delivery**

6.1 The delivery time is included in the order confirmation and can differ for each order; The Caveman Grill strives to achieve a delivery time of 4 weeks.

6.2 The Caveman Grill is a handmade product. In the event of a delay in the delivery time, The Caveman Grill reserves the right to propose a further term of delivery.

6.3 Unless otherwise agreed in writing, delivery shall be made at the agreed delivery address and The Caveman Grill shall decide upon the shipping method.

6.4 The customer is obliged to accept the agreed product at the time it is available or delivered to him. If delivery is agreed, and the customer is not present on the appointed day, the agreed product will be re-delivered after consultation. In this case, the agreed price will be increased by €50 plus additional shipping costs, these additional costs must be paid in cash upon delivery.

6.5 If there is an agreement with the customer to pay in advance, the delivery time begins at the moment the agreed total amount has been credited to the bank account of The Caveman Grill.

6.6 If delivery is agreed, and the order consists of multiple component parts that cannot be delivered at one time, one of the following options may be chosen in consultation with the customer:

- a. a new delivery date will be agreed for all component parts of the order to be delivered;
- b. the available component parts will be delivered, the unavailable parts will be delivered at a later date, which will incur extra costs of €15.

#### **ARTICLE 7 – Delivery method**

7.1 Unless otherwise agreed, The Caveman Grill determines the delivery method for all items to be delivered. This delivery method is understood to mean that items will be delivered right up to your front door (ground floor).



## ARTICLE 8 – Returning/cancelling orders

All our orders are accompanied by a right of withdrawal for consumers (exception: business purchases).

### 8.1 Cancelling an Order (before delivery)

An order placed by you at The Caveman Grill via [www.thecavemangrill.nl](http://www.thecavemangrill.nl) can be cancelled without giving any reason within 14 days of receipt of the product (or after placing the order), whether or not after delivery. If the customer wishes to return a product after ordering, whether or not through the online store, the customer must contact The Caveman Grill via [info@TheCavemanGrill.nl](mailto:info@TheCavemanGrill.nl) and request the product be picked up by The Caveman Grill for a fee of €50.

**Please note:** NEVER arrange for the product to be returned to The Caveman Grill yourself.

### 8.2 Terms and conditions for returns:

- The product must be complete and in original, unused condition;
- The product must be clean, in exactly the same condition as the customer received it;
- The product must not be damaged;
- Assembly materials included with the delivery must be complete and in the original packaging;
- The product must be complete and come with the original manuals and accessories included with the delivery;
- The product must be in good packaging, preferably the original packaging, which may have been opened.

**NOTE:** This cancellation policy does not apply to specially-ordered items, see “Customer-specific purchases” (Article 8.3). If The Caveman Grill is unable to deliver the purchased product, for example, if the article is taken off the market, The Caveman Grill will notify the purchaser. The purchaser then has the right to cancel the purchase.

### 8.3 Customer-specific purchases

Some items sold by The Caveman Grill are specifically ordered by the customer. This includes in particular, (personalised) products that have a name engraved on them, which can no longer be included in the stock. These articles cannot be cancelled by the purchaser; the cooling-off period does not apply for these items either.

## ARTICLE 9 – Warranty

9.1 The Caveman Grill guarantees that the product to be delivered meets the requirements and standards that can reasonably be expected and is free of any defects, as specified in “Warranty Terms and Conditions: The Cavemen Grill”.

9.2 The warranty described in Article 9.1 is a manufacturer's warranty.

9.3 In addition to these warranty provisions, statutory warranty provisions remain in force.

## ARTICLE 10 – Inspection and returns

10.1 The customer must carry out an inspection of the supplied product at the moment of delivery, and in all events, within the shortest possible time after delivery. The customer must check that the quality and quantity of the products delivered corresponds to the agreement, or at least complies with the requirements set out in the normal (commercial) dealings.

10.2 Any visible defects must be reported in writing to The Caveman Grill within 14 days after delivery; the purchase receipt and the defective product must also be handed over, unless this is impossible or unreasonably onerous.

10.3 The customer must report a non-visible defect to The Caveman Grill within the warranty period with due observance of the requirements of the previous paragraph of this article.

10.4 If a defect is reported in a timely manner pursuant to the previous paragraph, the customer is still obliged to purchase and pay for the purchased product. Should the customer wish to return the defective product, this will only be possible with the prior written consent of The Caveman Grill and in the manner decided by The Caveman Grill.

## ARTICLE 11 – Transition of risk

The risk of loss or damage occurring to the product that is the subject of the agreement is handed over to the customer at the time the product is legally and/or actually delivered to the customer by the signing of the packing slip, and this risk is therefore handed over to the customer or third party to whom the product has been delivered.



## **ARTICLE 12 – Payment**

### 12.1 Payment method:

Total amount due from the customer to The Caveman Grill must be credited to the bank account of The Caveman Grill before The Caveman Grill begins to arrange delivery.

### 12.2 Reimbursement:

- a. If a decision is taken to terminate the agreement in whole or in part, and the product has not yet been delivered, The Caveman Grill will refund the agreed total amount (or partial amount) to the customer as soon as possible, but no later than 14 working days.
- b. If a decision is taken to terminate the agreement, and the product has already been delivered, The Caveman Grill will refund the agreed total amount (or partial amount) to the customer as soon as possible, but no later than 14 working days, counting from the moment the product is taken back by The Caveman Grill.

12.3 Objections to the amounts in the agreement do not suspend the payment obligation.

12.4 In the event of the customer defaulting, The Caveman Grill, subject to legal restrictions, has the right to charge the costs for collection.

## **ARTICLE 13 – Legal liability**

13.1 If the product delivered by The Caveman Grill is defective, then liability for this is as stated in our Warranty Terms and Conditions or as required by Article 6:185 of the Dutch Civil Code. Consequential damage or indirect damage is excluded from this.

13.2 The liability of The Caveman Grill is limited to repair or replacement of the product, or refund of the purchase price, and this only when the producer/manufacturer of a defective product has been found legally liable for consequential damages.

13.3 Notwithstanding the above, The Caveman Grill is not liable if the damage is due to intent and/or gross negligence and/or culpable actions, or injudicious or improper use by the customer.

13.4 The limitations of liability for direct damage described in these terms and conditions do not apply if the damage is due to intent or gross negligence by The Caveman Grill or its subordinates.

## **ARTICLE 14 – Force Majeure**

14.1 The Caveman Grill is not obliged to fulfil any obligations towards the customer if The Caveman Grill is hindered from doing so by a circumstance that is not its fault and for which it is not accountable by law, a legal act or according to generally accepted standards.

14.2 Force majeure under these general terms and conditions means, in addition to that which is laid down by statute and case law, all external causes, foreseen or unforeseen, over which The Caveman Grill has no control, and as a result of which The Caveman Grill is unable to fulfil its obligations.

14.3 The Caveman Grill also has the right to rely on force majeure if the circumstance that hinders (further) fulfilment of the agreement occurs after The Caveman Grill should have fulfilled the commitment.

14.4 Parties may suspend their obligations under the agreement during the period that the force majeure lasts. If this period lasts longer than 4 (four) months, then either of the parties is entitled to dissolve the agreement, without obligation to compensate for damage to the other party; however, any payments made in advance are then returned.

14.5 In so far as The Caveman Grill has partially fulfilled or will be able to partially fulfil its obligations under the contract at the time force majeure occurs, and that portion of the obligations that has been or will be fulfilled has some independent value, The Caveman Grill is entitled to separately invoice the portion that has been or will be fulfilled. The customer is obliged to settle this invoice as if it were a separate contract.

## **ARTICLE 15 – Complaints**

15.1 The Caveman Grill has a well-publicised complaints procedure and complaints will be dealt with under this complaints procedure.

15.2 Complaints about the execution of the agreement should be described and submitted fully and clearly to The Caveman Grill promptly after discovery of the defects.

15.3 Complaints submitted to The Caveman Grill shall be answered within a period of 14 days after the date of receipt. If it is foreseen that a complaint will require a longer processing time, it will be answered by The Caveman



Grill within 14 days, confirming receipt and providing information to the consumer about when a more detailed answer can be expected.

#### **ARTICLE 16 – Disputes**

16.1 Contracts between The Caveman Grill and the consumer to which these general terms and conditions apply, are exclusively governed by Dutch law. Disputes shall be submitted to the Court in Amsterdam, even if the customer is resident abroad.

#### **ARTICLE 17 – Supplementary or different provisions**

Amendments to these terms and conditions are only valid after being published in the appropriate manner, with the proviso that, in the case of appropriate amendments, the provision that is most favourable for the consumer shall prevail during the validity of an offer.

#### **ARTICLE 18 – Personal details**

18.1 The Caveman Grill shall only process the customer's details in accordance with its privacy policy. The website includes a privacy statement.

18.2 The Caveman Grill also complies with the applicable privacy rules and laws.

#### **ARTICLE 19 – Intellectual property**

19.1 The customer explicitly acknowledges that all intellectual property rights of any displayed information, communications or other expressions concerning the products and/or in connection with the internet site rest with The Caveman Grill, its suppliers, or other copyright holders.

19.2 The customer is forbidden from making use, which also includes making changes, of the intellectual property rights as described in this article, such as reproduction for example, without receiving explicit prior written consent from The Caveman Grill, its suppliers, or other copyright holders.