

General Conditions

1 Suitability

1. In these *General Conditions* the following terms are being used:
 - *2M*: 2M Engineering Ltd, also acting under the name Skunkx.com.
 - *Buyer*: every natural person or legal person who has or is about to have a contractual relationship with 2M.
 - *Consumer Buyer*: every natural person that does not act in the area of his or her profession or company who has or is about to have a contractual relationship with 2M.
 - *Products*: the subject of one or more agreements; Skunkx® Footwear.
2. These general conditions apply to all offers made by 2M and to all agreements made with 2M.
3. Besides the general conditions it is possible, when explicitly pointed out, that complementary terms apply to certain products and/or services. When there are differences between the complementary terms and the general terms, the conditions in the complementary terms apply first unless otherwise is determined.
4. Deviating from one or more conditions in these general conditions is possible when this is explicitly and by letter agreed to. The remaining conditions stay in force.
5. The general conditions used by Buyer do not apply, unless this is explicitly and by letter agreed to by 2M.
6. 2M reserves the right to adjust or to replenish the general conditions.
7. Through the use of the internet sites of 2M and/or by placing an order, Buyer accepts the general conditions as well as the other rights and duties that are mentioned on the internet site.
8. 2M is authorized to make use of third parties during the execution of the agreement with Buyer.

2. Offers and realization of the agreement

1. Offers or quotations are to be seen as an invitation to the potential Buyers to make an offer. 2M is not committed to this in any way, unless this is explicitly and by letter agreed to by 2M. The acceptance of the invitation to make an offer by the potential Buyer, counts as an offer and will only lead to an agreement when the remaining conditions in this article are being met.
2. Offers are valid as long as the products are in stock.
3. A personal offer has a validity of two (2) weeks, unless another period is mentioned in the offer.
4. An offer of the potential buyer as mentioned in 2.1 has to be made in one of the following situations:
 - The potential Buyer has filled in the information in the order form on the internet site and has sent the data to 2M in an electronic way. This is received by 2M.
 - An offer is signed by Buyer and received by 2M in case of an offer that was made in name of the Buyer.
5. An agreement comes about when the order confirmation is handed to the Buyer or, when the offer is made through the internet site, the order confirmation is e-mailed to the e-mail address that was given by the Buyer. This agreement can be cancelled by 2M when the Buyer does not meet the conditions or in the past hasn't met the conditions. In this case, 2M will notify the Buyer within ten (10) workdays after the order is received.
6. Buyer and 2M agree explicitly that by making use of electronic forms of communication a valid agreement is achieved when the conditions in 2.4 and 2.5 have been met. The lack of an autograph detracts nothing of the value of the offer and the acceptance of the offer. The electronic files of 2M are, to a certain extent that is legally allowed, a presumption of evidence.

7. Information, illustrations, verbal notifications, records, etc. concerning all offers and the most important features of the products are given as exact and accurate as possible by e-mail or phone. 2M cannot guarantee that all offers and products are completely conforming the given information. In principle, differences cannot be a reason for winding up the agreement or for compensation.

3. Prices

1. All prices are in Euros, in accordance with all legal regulations around here and include turnover taxes.
2. Special offers are valid as long as the products are in stock.
3. The Buyer owes 2M the price that 2M has stated in the confirmation as mentioned in 2.5 of these general conditions. Apparent mistakes in the offer, such as clear errors, can be corrected by 2M, also after the agreement has been achieved.
4. Forwarding-charges are not included in the price. When forwarding-charges are included, this will be mentioned. For delivery outside the Netherlands special rates apply. For certain payment methods other conditions concerning the delivery method en delivery costs may apply. This will be explicitly communicated to the Buyer.
5. In case of increasing prices for the products in the period between ordering and delivery, the Buyer is able to cancel the order or agreement within ten (10) workdays after the price increase by 2M.
6. Prices can change. The validity of the offer is mentioned on the internet site and order confirmation.

4. Payment

1. When the order takes place through the internet site the Buyer is able to pay in the following ways:
 - Payment in advance
 - iDeal

2M can extend the payment methods in the future. This will be communicated via the website.

2. The Buyer can make use of the payment methods (payment in advance excluded) when the conditions for those methods are being met. These conditions can include a check for solvency, authentication and authorization of the potential Buyer.
3. When Buyer pays with a credit card, the terms of the credit card organization do not apply. 2M is not a party in the relation between Buyer and credit card organization.
4. All (non-)judicial costs, of every nature, made by 2M, that are a result of the Buyer not meeting his or her (payment)obligations are the Buyers responsibility.
5. 2M is authorized to cancel the agreement or to postpone further delivery when the Buyer does not meet the payment obligations until the moment all payment obligations are being met, this includes payment of interest and costs.

5. Delivery and delivery period

1. Orders will be delivered as soon as possible. In principle, 2M strives for delivery of orders placed before 18.00, within 24 hours. The utmost delivery period is 30 days after 2M receives the order. When Buyer pays in advance the utmost delivery period is 30 days after the payment is received. The delivery time is an indication and therefore no rights can be derived from this. 2M can give more specific information concerning delivery periods through the internet site or other way by letter. This information is indicative.

2. When the product, ordered by the Buyer, is temporarily unavailable, 2M will inform Buyer when the product is available again. In principle 2M will contact the Buyer by mail or telephone within one (1) workday.
3. Delivery will take place at the address that is submitted by the Buyer during the realization of the agreement. When the Buyer pays by credit card, 2M is obliged to take into account the conditions for the place of delivery as determined by the credit card company. This will be communicated to the Buyer.
4. At the moment the products are delivered at the stated address, the risks concerning these products, are the Buyers responsibility.
5. For delivery outside the Netherlands, other terms can be valid.
6. When the delivery takes place in different parts, 2M has the right to consider every delivery as a separate transaction.
7. The Buyer is obliged to collect the bought product within the determined period. Otherwise 2M is authorized based on the article 6:60 'Burgelijk Wetboek' (Civil Law Netherlands), to claim that an authorized judge frees 2M from the agreement for delivering products, or without a preceding formal notice, to claim the payment for the not collected part of the products. When the Buyer does not meet the payment obligation, 2M is authorized to cancel the agreement without judicial intervention.

6. Defects and complaints

1. The Buyer is obliged to carefully check and inspect the products right after delivery. Complaints concerning the product or delivery, that are external visible should be reported to 2M within seven (7) workdays after delivery (or within seven (7) workdays after the invoice date when the product was not delivered straightly to the Buyer).
2. The Buyer, not Consumer buyer, is not permitted to send the product back without plausible explanation. When this does happen without legitimate reasons, all costs involved with the returning, are the Buyers responsibility. 2M is in this case free to store the products at third parties.

7. Cool down period, Cancellation and Exchange

1. When the product is ordered through the internet site, the Consumer Buyer has the right to make use of his or her right of withdrawal within seven (7) workdays after delivery of the product without reporting the reasons for returning or a financial penalty and after consulting 2M. Products and packaging have to be original, complete, undamaged and unused to be returned. Also, all documentation, warranty statements and packaging materials have to be returned.
2. When the product is bought at a fair where 2M participates, the Consumer Buyer has the right to return the product within 7 workdays after the purchase. Products and packaging have to be original, complete, undamaged and unused to be returned. Also, all documentation, warranty statements and packaging materials have to be returned.
3. In case of winding up, consumer buyer is obliged to return the product within seven (7) workdays after winding up. The product has to be returned in the same state as it was when received by Consumer Buyer. The costs for returning are for the Consumer Buyer.
4. When the Consumer Buyer makes use of the right of withdrawal as mentioned in 7.1 and 7.2., 2M will deposit the amount Consumer Buyer has paid 2M through bank transfer within ten (10) workdays.
5. Consumer Buyer can request a return item (f.e. different size). When 2M receives the product, it can take up to 30 workdays to complete the return.
6. 2M is never responsible for damage, theft or loss of the product and/or packaging, including situations that concern damage, theft of loss of the product and or packaging that originate from the returning process.

7. When the product is received by 2M and the product is not in accordance with the general conditions, the purchase money will not be deposited. The product remains the property of the Consumer Buyer who is obliged to pick up the product in two (2) weeks. On request the product can be sent.

8. Ownership restrictions

1. Ownership of the products, nevertheless the actual delivery, transfers to the Buyer after certain agreement with 2M is indebted fully has fulfilled, among them including compensation of interest and costs, also from previous or later deliveries and certain activities concerning the product.
2. The Buyer may not, before the ownership is transferred, charge, sell, supply, transfer or store the product.

9. Warranty and responsibility

1. The electronics used in the product are warranted for one (1) year. Materials are warranted for three (3) months. This does not extend to problems that arise from normal wear and tear. Slight dye deviations may occur during first few wears. Lighter colored Skunkx may pick up inks from clothing with which it comes in contact. This discoloration is not covered under the manufacturer's limited warranty. Because Skunkx are made of natural materials, there may be some irregularities and variations in color and texture. These traits are characteristic of fine natural materials and add to the beauty and character of the footwear. These characteristics may cause variations in the fit and wear of some Skunkx products. These irregularities and variations are not covered under the manufacturer's limited warranty.
2. 2M is never committed to the payment of any compensation to Buyer or others, unless it concerns (criminal) intent or guilt on behalf of 2M. 2M does not accept any responsibility for organization damage, indirect damage and loss of profits and loss of sales and turnover.
3. When and if 2M for any reason should compensate certain damage, this compensation will never be higher than an amount that equals the invoice value concerning the product by which the damage is caused.
4. Warranty does not cover the problems that are the result of the following situations:
 - Problems that arise from normal wear and tear.
 - When changes/adjustments are applied to the product, including repairs that are done without the permission of 2M.
 - When the original invoice is missing or is unreadable.
 - When problems are caused by inappropriate use.
 - When the problems are willfully caused or the problems are the result of negligent maintenance and/or carelessness.
5. The Buyer has to guard 2M from the demands that third parties can have against the execution of the agreement, in so far as the law permits the damage and costs are the Buyers responsibility.
6. It is possible that 2M publishes links on the 2M-website that are possible interesting or informative for the website-visitor. These links are pure informative. 2M is not responsible for the content of the websites that are being linked.
7. When the cause of a defect of the product or part of the product which is excluded from the warranty needs to be examined, the research costs are for the Buyer. 2M strives to notify the Buyer beforehand. A lacking notification does not discharge the Buyer from paying for the research costs.
8. In case of costs for the recovery of defects, the Buyer will be notified. When Buyer agrees in writing with the quotation, buyer can receive the product back and pay for the research costs. When buyer the does not pay for the research costs within six (6) months after the quotation was communicated, the buyer loses ownership of the product and 2M becomes owner.

10. Force majeure (Ascendancy)

1. In case of a force majeure (ascendancy) 2M is not obliged to meet the demands towards the Buyer. 2M is entitled to postpone her duties for the period of the force majeure.
2. Force majeure (ascendancy) means all circumstances beyond one's control that cause obstruction in meeting the demands towards the Buyer. These circumstances include among others: strikes; fire; organization intrusions; energy intrusions; intrusions in (telecommunication-)networks or connections or used communication systems and/or at any given time the inaccessibility of the website; no, or late delivery of a supplier or other involved third party; the lack of a certain license acquired by government.

11. Personal Data

1. 2M will process personal data from the Buyer in accordance with her privacy policy. A privacy statement can be found on the website skunkx.com.
2. 2M takes into account the current and valid laws and rules.

12. Law and authorized judge

1. The Dutch law applies to all offers and agreements.
2. The relevance of the purchase-agreement of Vienna is explicitly excluded.
3. All disputes concerning and/or resulting from offers from 2M or agreements made with 2M will be proposed to the authorized judge in Rotterdam, unless the law explicitly points another Judge.

13. Disputes and settlement

1. Consumer Buyer can also choose to make use of the right to propose a certain dispute concerning an offer of 2M or the achievement or execution of an achievement with 2M, to the Dispute Committee, when it concerns an offer or agreement that was done/achieved through the internet website.
2. A dispute will be treated by the Dispute Committee when the Consumer Buyer proposes the complaint or dispute by letter, within thirty (30) days to 2M.
3. At the latest, three (3) months after the dispute was made known to 2M the dispute has to be taken in letter to the Dispute Committee.
4. When the Consumer Buyer wants to propose a dispute to the Dispute Committee, 2M is restrained to this choice. When 2M want to propose a dispute, 2M requests this by letter, Consumer Buyer should within five (5) weeks after the request respond by letter if he wishes this as well or if he wants an authorized judge to treat the dispute. When 2M does not receive a notification within five (5) weeks, 2M is entitled to propose the dispute to the authorized judge.
5. De Dispute Committee is restricted to the conditions described in the regulations of the Dispute Committee. The decisions occur bij wege van bindend advies.

14. Others clauses

1. The address of 2M Engineering Ltd. is: De Run 4352, 5503 LN in Veldhoven. 2M is registered at the 'Kamer van Koophandel' in Rotterdam, number 17172882. The BTW-identification number is 8140.023.22.B.01. All correspondence can be sent to the address as stated above or to the e-mail address that can be found on the internet site.
2. In principle, 2M answers incoming e-mail within 24 hours.