

## ***Introduction***

Below you will find our (with our we mean Rova Marketing) Terms and Conditions. These are applied if you use or make an order on our website and contain important information for you as a buyer. Therefore you need to read these Terms and Conditions carefully. We recommend you to save these Terms and Conditions or print them, so you can read them again at a different moment.

## ***Definitions***

- 1 Rova Marketing: established in Dordrecht, Holland and registered with the Chamber of Commerce under register number 67104282 acting with the name Rova Marketing.
- 2 Website: the website of Rova Marketing, to be consulted on [www.rovamarkeeting.com](http://www.rovamarkeeting.com) and all corresponding subdomains.
- 3 Customer: the natural or legal person, whether or not acting in a professional or company that enters into an agreement with Rova Marketing and/or signed up on the website.
- 4 Agreement: any agreement or contract between Rova Marketing and customer of any agreement to the Terms and Conditions are an integral part.
- 5 Terms and Conditions: these Terms and Conditions.

## ***Applicable liability Terms and Conditions***

- 1 All offers, agreements and deliveries of Rova Marketing are the Terms and Conditions applicable, unless expressly agreed otherwise in writing.
- 2 If Customer in his order, confirmation or acceptance notification provisions or conditions include that deviate from or not listed in the Terms and Conditions, these are for Rova Marketing only binding if and insofar as these have been accepted by Rova Marketing in writing.
- 3 In the event that specific product or service conditions apply in addition to these Terms and Conditions, then those conditions are also applicable, but Customer can in case of conflicting terms always rely on the applicable provision that is most favorable to him.

## ***Prices and information***

- 1 All on the Website and prices mentioned in other Rova Marketing derived materials are exclusive of VAT and, unless otherwise stated on the Website, other levies imposed by the government.
- 2 No separate shipping costs.
- 3 The content of the website has been compiled with the utmost care. Rova Marketing cannot guarantee that all information on the Website is accurate and complete at any time. All prices and other information on the website and in other materials derived from Rova Marketing are therefore subject to manifest programming and typing errors.
- 4 Rova Marketing cannot be held responsible for (color) deviations due to monitor quality.

## ***Conclusion of agreement***

- 1 The Agreement is concluded at the time of acceptance by the Customer of the offer of Rova Marketing and fulfilled the conditions set by Rova Marketing.
- 2 If customer accepts the offer electronically, Rova Marketing immediately acknowledge electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed, the customer has the option to terminate the Agreement.
- 3 If it emerges that with the acceptance or otherwise entering into the Agreement by Customer inaccurate data has been provided, Rova Marketing has the right only to meet its obligations after the correct data is received.
- 4 Rova Marketing may notify within the law if Customer can meet its payment obligations, but also of all the facts and factors that are important to a sound conclusion of the Agreement. If Rova Marketing on the basis of this research has good reason not to go to the agreement, he is entitled to refuse an order or request or to implement special conditions such as advance.

## ***Registration***

- 1 To make the best use of the Website, Customer can register via the registration / account logon option on the Website.
- 2 During the registration process, Customer chooses a username and password with which he can log in after registering on the Website. Customer is responsible for selecting a sufficiently reliable password.
- 3 Customer must keep his credentials, username and password strictly confidential. Rova Marketing is not liable for abuse of login data and should always assume that a customer who logs in on the website is actually the Customer. All of which is done through the account of the Customer, under the responsibility and risk of Customer.
- 4 If the Customer knows or suspects that his credentials have come into unauthorized hands, he shall change their password as soon as possible and / or notify Rova Marketing, so Rova Marketing can take appropriate action.

## ***Performance agreement***

- 1 Once the order is received by Rova Marketing, Rova Marketing will send the product(s) in compliance with paragraph 3 of this Article as soon as possible.
- 2 Rova Marketing is entitled to engage third parties to perform the obligations under the Agreement.
- 3 The Website clarifies timely for the conclusion of the Agreement on how delivery will take place and in what time the goods will be delivered. If no delivery date has been agreed or specified, products will in any case be provided within 30 days.
- 4 If Rova Marketing cannot deliver the product(s) within the agreed period, Rova Marketing shall notify Customer. Customer may then agree on a new delivery date, or he gets the opportunity to terminate the Agreement without charge.
- 5 Rova Marketing recommends Customer to inspect the delivered goods and thereby report defects promptly, preferably in writing. See further the article about guarantees and conformity.
- 6 Once the deliverables have been delivered to the specified delivery address, the risk, as regards these products to Customer. If explicitly agreed otherwise, the risk is already transferred to Customer prior to delivery. If customer decides to pick up the goods, the risk passes when the goods transfer.
- 7 Rova Marketing is entitled to deliver a similar product of similar quality as the product ordered when the ordered is no longer available. Customer is entitled to terminate the Agreement without charge and return the product free of charge.

## ***Right of withdrawal/retour***

- 1 This Article shall apply only if the Customer is a natural person not acting in the exercise of his profession or business. Business Customers therefore will be no right of withdrawal to. Customer has the right to withdrawal from the Agreement with Rova Marketing without giving reasons, within 14 calendar days after receiving the product, free of charge. The period starts on the day after the customer, or a pre-designated third party other than the carrier has received the product, or:
  - if Customer in the same order ordered several products: the day on which Customer or a designated third party, has received the final product;
  - If the supply of a product consisting of multiple shipments or pieces, the day on which Customer or a designated third party receives the final shipment or the last item has been received;
  - for contracts for regular delivery of goods during a certain period: the date of Customer, or a designated third party, has received the first product.
- 2 Only the direct cost of the return shipment will be borne by the Client. Client therefore needs to bear the return costs. If these costs exceed the normal postage, Rova Marketing gives an estimate of these costs.

By any customer-paid fees for payment and shipping of the product to Customer, Customer will be refunded upon return of the entire order.

3 Within the in paragraph 1 referred to withdrawal period, Customer will carefully handle the product and the packaging. Customer will just open the package and use the product only to the extent that this is necessary in order to ascertain the nature, characteristics, and performance of products. The starting point here is that these inspections should not go beyond that customer would in a physical store.

4 Customer shall only be liable for diminished value of the product which is the result of a way of dealing with the product beyond permitted in the preceding paragraph.

5 Customer may terminate the Agreement in accordance with the deadline set out in paragraph 1 of this Article by sending the model withdrawal form (digital) to Rova Marketing, or otherwise unequivocally to make Rova Marketing known that he renounces the purchase. Rova Marketing confirms in this case of a digital report that he received the receipt of that notification. After dissolution, customer has 14 days to return the product. It is also possible to send the product back immediately within the withdrawal period specified in paragraph 1 of this Article, if the model withdrawal form or other unequivocally statements for withdrawal is attached.

Products can be returned to:

[info@Rovamarketing.com](mailto:info@Rovamarketing.com)

6 Already by Customer (advance) payments will as soon as possible but no later than 14 days be refunded to the Customer in the same way as the customer has paid the order after termination of the Agreement. If Customer has opted for a more expensive method of delivery than the cheapest standard delivery, Rova Marketing do not have to pay back the additional costs of the more expensive method.

Unless Rova Marketing offers to take off the product himself, Rova Marketing may refrain from paying back until Rova Marketing has received the product or Customer demonstrates that he has returned the product, whichever is the earlier.

7 The Website shall, clearly and timely for the conclusion of the agreement, provide information on whether or not the right of withdrawal and any desired procedure listed apply.

8 The right of withdrawal does not apply to:

Products that have been created by the trader in accordance with specifications of the Customer;  
-The Supply of digital content other than on a tangible medium if the performance is started with the explicit prior consent of the Customer and he has declared that he thus loses his right of withdrawal.

## **Payment**

1 Customer must meet payments to Rova Marketing according to the ordering process and possibly on the website specified payment methods. Rova Marketing is free in the choice of the provision of payment methods, and these may also change from time to time. In case of payment after delivery Customer has a payment period of 14 days starting on the day of delivery.

2 If the customer is unable to meet its payment(s) as above, is that, after he was noticed by Rova Marketing on the late payment and Rova Marketing has granted Costumer a period of 14 days in which to comply with its payment obligations. After non-payment, due within the 14-day period, the statutory interest on the amount due and is Rova Marketing entitled to charge the extrajudicial collection costs incurred by him. These collection costs exceed 15% of outstanding amounts to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40, =. Rova Marketing can differ from these amounts and percentages in benefit of the costumer.

## ***Warranty and compliance***

1 This article is only applicable if there is a customer who does not act in the exercise of his profession or business. If Rova Marketing has given a separate guarantee on the products, unabated the just stated, then this counts for all type of customers.

2 Rova Marketing guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If specifically agreed, Rova Marketing also states that the product is suitable for other than normal use.

3 A by Rova Marketing manufacturer or importer warrantee does not affect the legal rights and claims that the Client has under the Agreement and may invoke.

4 If the delivered product does not comply with the Agreement, Customer must, within a reasonable time after discovery, notify Rova Marketing.

5 If Rova Marketing that's that complaint founded, the product will be restored, replaced or refunded after consultation with Customer. The maximum reimbursement, subject to the article on liability, will be equal to the product price paid by the customer.

## ***Complaints procedure***

If one customer has a complaint about a product (in accordance with Article concerning warranty and conformity) and / or other aspects of the services of Rova Marketing, he can contact Rova Marketing by telephone, e-mail or post a complaint. See contact information at the bottom of the Terms and Conditions.

2 Rova Marketing will contact Customer as soon as possible but in any event within 14 days of receipt of the complaint, a response to his complaint. If it is not possible to give a substantive or final response, Rova Marketing will, within 14 days after receipt of the complaint, confirm the complaint and give an indication of the period within which he expects to give a substantive or final response to the Costumer complaint.

3 Customer not acting in the exercise of his profession or business can file a complaint through the European settlement platform via <https://webgate.ec.europa.eu/odr/>

## ***Liability***

1 This Article shall apply only if the Customer is a natural or legal person acting in the exercise of his profession or business.

2 The total liability of Rova Marketing towards Customer is limited in compliance with the Agreement to reimburse up to the amount of the price stipulated in the Agreement (including VAT).

3 Liability of Rova Marketing towards Customer for indirect damage, which in any case specifically - but not exclusively - got consequential damages, lost profits, lost savings, loss of data and loss due to business interruption, is excluded.

4 Besides the preceding two paragraphs of the article, Rova Marketing has no liability towards Costumer for compensation, regardless on which grounds an action to compensation would be based on. However, the limitations specified in this Article shall not apply if and to the extent that damage is the result of intent or gross negligence by Rova Marketing.

5 The liability of Rova Marketing to Customer grounds of breach in the performance of an agreement occurs only if Client allows Rova Marketing immediate and proper notice of default in writing, stating a reasonable period to remedy the breach, and Rova Marketing after that period in the fulfillment of its obligations continues to fail. The notice must contain a detailed description of the failure, allowing Rova Marketing able to respond adequately.

6 The condition for the existence of any right to compensation is always that Customer reports damage as soon as possible but no later than 30 days after its occurrence in writing to Rova Marketing.

7 In the case of force majeure Rova Marketing is not obliged to pay any result in customer damage.

## **Retention**

1 As long as Customer has made no full payment for the entire agreed amount, all delivered goods remain the property of Rova Marketing.

## **Personal data**

1 Rova Marketing process the personal data of the Customer in accordance with the privacy policy published on the Website.

## **Final provisions**

1 The Agreement is governed by Dutch law.

2 Unless otherwise prescribed by mandatory law, any disputes that may arise from the Agreement will be submitted to the competent Dutch court in the district where Rova Marketing is located.

3 If any provision of these Terms is found to be invalid, this will not affect the validity of the entire Terms and Conditions. The parties will in such case to replace (a) new provision (s) to establish, which as far as legally possible to the intent of the original provision is shaped.

4 "in writing" is also defined as communication by email and fax in this agreement, provided that the identity of the sender and the integrity of the mail is sufficiently established.

## **Contact information**

If you have questions, complaints or comments after reading these terms and conditions, please do not hesitate to contact us in writing or by e-mail.

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