

GENERAL TERMS & CONDITIONS – B2B

FitnessParts24 – Sale, delivery and services to business customers

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These terms and conditions apply to business customers (B2B) of FitnessParts24. They govern the sale and supply of new, used and refurbished fitness equipment parts and, where agreed in writing, additional services such as diagnostics, installation or maintenance.

For international transactions, the specific terms and conditions set out in the quotation, order confirmation and the agreed Incoterm shall also apply. In the event of any conflict or inconsistency between these terms and conditions and the quotation, order confirmation or agreed Incoterm, the following order of precedence shall apply, unless expressly agreed otherwise in writing: (i) the agreed Incoterm, to the extent applicable to the matter in question; (ii) the order confirmation; (iii) the quotation; and (iv) these terms and conditions.

Artikel 1 – Definitions

FitnessParts24: FitnessParts24, established in Oosterhout, the Netherlands, Chamber of Commerce number 81678207.

Seller: FitnessParts24.

Customer/Buyer: a natural person or legal entity acting in the course of a business or profession and entering into an agreement with FitnessParts24.

Goods/Products: all parts, accessories, electronic components and other goods offered or sold by FitnessParts24.

Services: additional work such as diagnosis, installation, repair, maintenance or technical support, where agreed in writing.

Agreement: any agreement between FitnessParts24 and the Customer, including quotations, order confirmations and additional written arrangements.

In writing: by letter, e-mail or another electronic method by which the content and transmission can reasonably be established.

Artikel 2 – Applicability and order of precedence

These Terms apply to all quotations, offers, orders, agreements, sales, deliveries and Services provided by FitnessParts24 to business customers.

By placing an order or accepting a quotation, the Customer accepts these Terms unless otherwise agreed in writing.

The Customer's purchasing terms or other terms are expressly rejected, even if referred to or attached to an order, unless FitnessParts24 expressly accepts them in writing.

In case of conflict, unless otherwise agreed in writing, the following order of precedence applies: (1) written agreement, (2) order confirmation, (3) quotation, (4) these Terms and (5) other communications.

Any deviation is valid only if confirmed by FitnessParts24 in writing.

If a provision is invalid or unenforceable, the remaining provisions remain in force. The parties will replace the affected provision with a valid provision that most closely reflects its purpose.

Artikel 3 – Offers and formation of the Agreement

Quotations are valid for a maximum of 30 days unless otherwise stated. A quotation is non-binding unless expressly stated otherwise.

An Agreement is formed by written order confirmation by FitnessParts24, acceptance of a quotation by FitnessParts24, or commencement of performance with the Customer's consent.

Obvious errors in prices, product descriptions, images, specifications or stock indications are not binding on FitnessParts24.

Quotations and prices do not automatically apply to repeat orders.

FitnessParts24 may refuse an order or impose additional conditions where there is a reasonable commercial, technical, financial, legal or compliance-related basis.

Artikel 4 – Product information, compatibility and trademarks

The Customer is responsible for checking the model, version, serial number, part number and compatibility, unless FitnessParts24 has expressly confirmed compatibility in writing for the relevant machine.

Brand names and model names are used solely to identify products, applications or compatibility unless expressly stated otherwise.

Unless expressly stated in writing, FitnessParts24 is an independent supplier and is not the manufacturer, importer or authorised representative of the manufacturer of the relevant fitness equipment.

Images of used or refurbished parts may show the actual item supplied. Unless expressly stated otherwise, colour, cosmetic condition and minor signs of use may differ.

Technical specifications, production years and usage history of used Products may vary or be unknown.

Artikel 5 – Condition: new, used and refurbished

New: a new part unless the offer states otherwise.

Used: a previously used part which, to the extent reasonably practicable, has been checked by FitnessParts24 for operation and visible defects and is offered as working. No expectation regarding remaining service life may be derived from a used part.

Refurbished: a used part checked by FitnessParts24 and, where applicable, cleaned, repaired or fitted with replacement components. The scope of refurbishment is determined by the product description or written offer.

For used and refurbished Products, the original age, operating hours or load history may be unknown.

The condition stated in the quotation, order confirmation or product listing is decisive.

Artikel 6 – Prices, VAT and taxes

All prices are exclusive of VAT and other taxes or governmental charges unless expressly stated otherwise.

The applicable VAT treatment is determined under the applicable tax rules and the information supplied by the Customer. The Customer must provide correct VAT, EORI and other relevant details in good time.

If a zero VAT rate, reverse-charge mechanism or exemption depends on documents or conditions to be supplied or met by the Customer, FitnessParts24 may charge the applicable VAT if those conditions are not met.

Bank charges, exchange-rate costs and intermediary bank charges are borne by the Customer unless otherwise agreed in writing.

Unforeseen external costs directly attributable to an order, such as freight, fuel, customs or third-party charges, may be passed on where they arise after the quotation and could not reasonably have been foreseen.

Artikel 7 – Payment

Orders are normally paid in advance. For Customers expressly granted credit terms in writing, the agreed payment period applies.

Full advance payment may be required for specially ordered or specially sourced Products.

Payment must be made without set-off or suspension, to the extent permitted by law.

Payment is deemed received when the full amount due has been credited to FitnessParts24's bank account.

Artikel 8 – Late payment

If payment is not made on time, the Customer is in default by operation of law to the extent permitted by applicable law.

FitnessParts24 may suspend delivery and Services while amounts remain due and payable.

The Customer owes statutory commercial interest and reasonable extrajudicial collection costs, with a minimum of EUR 40, to the extent permitted by law.

In the event of bankruptcy, suspension of payments, attachment, liquidation or other circumstances indicating payment risk, all outstanding amounts become immediately due and payable to the extent permitted by law.

Artikel 9 – Stock and availability

Stock indications are subject to interim sales and stock movements. A stock indication does not guarantee availability at all times.

If a Product is unavailable, FitnessParts24 will inform the Customer as soon as reasonably practicable and, where relevant, may offer an alternative or estimated lead time.

FitnessParts24 may make partial deliveries unless otherwise agreed in writing.

Artikel 10 – Delivery and lead times

FitnessParts24 will make reasonable efforts to process and dispatch orders as quickly as possible. If a reliable lead time from the manufacturer, supplier or carrier is available at the time of ordering, FitnessParts24 will communicate that lead time to the Customer as accurately as reasonably possible.

For specially ordered or specially sourced Products, the lead time may not yet be known when the order is placed. As a general indication, the Customer should allow approximately 3 to 8 weeks, while the actual lead time may be longer.

Any stated lead time is indicative unless FitnessParts24 has expressly confirmed a fixed final delivery date in writing. A stated period of 3 to 8 weeks is therefore not a guaranteed delivery period.

Products may be on backorder with the manufacturer or its supplier. Manufacturers and suppliers do not always inform FitnessParts24 promptly or completely about backorders, production issues or revised lead times. FitnessParts24 therefore cannot guarantee that a previously communicated lead time will remain unchanged.

If FitnessParts24 receives new information concerning a delay or revised lead time, it will inform the Customer as soon as reasonably practicable.

Once the Product has been dispatched by FitnessParts24 and a track-and-trace number is available, the tracking information will be provided to the Customer as soon as reasonably practicable. The absence of tracking information before dispatch does not mean that the order is delayed.

Delays arising from manufacturers, suppliers, production or availability issues, carriers, customs, import or export formalities or other circumstances outside FitnessParts24's reasonable control may result in a longer delivery period. This is without prejudice to the provisions concerning force majeure and mandatory statutory rights.

If delivery becomes permanently or definitively impossible, FitnessParts24 will inform the Customer and, depending on the circumstances and applicable law, offer an appropriate alternative or refund amounts received for the affected Product.

Artikel 11 – International delivery and Incoterms® 2020

For international deliveries, the quotation, order confirmation or invoice may specify an Incoterms® 2020 rule, such as FCA, CPT, CIP or DAP, always followed by the agreed place or point.

Where an Incoterm® is agreed, it determines the allocation of the costs, obligations and transport risks governed by that rule. An Incoterm does not determine transfer of title; the retention-of-title provisions in these Terms remain applicable.

If no Incoterm is stated, the delivery method specified in the written order confirmation applies.

FitnessParts24 uses DDP only if expressly agreed in writing. Unless expressly agreed otherwise, the Customer is responsible for import formalities and import duties and taxes in the destination country.

The Customer is responsible for local import, product, licensing and use requirements unless otherwise agreed in writing.

Artikel 12 – Customs, import duties and international formalities

For deliveries outside the Netherlands, unless otherwise agreed in writing, the Customer is responsible for import duties, import VAT, customs clearance charges, local taxes, import licences and other charges in the destination country.

The Customer must provide all information required for export and import, including correct company details, EORI information, HS/CN information where required from the Customer, licences and local import documents.

FitnessParts24 is not liable for delay, refusal, additional costs or return of a shipment resulting from incorrect, incomplete or late information supplied by the Customer or from actions of foreign authorities.

If a shipment is refused, not cleared through customs or not collected, the resulting costs are borne by the Customer to the extent attributable to the Customer.

Artikel 13 – Risk and transport damage

The risk of loss or damage passes in accordance with the agreed Incoterm. If no Incoterm is agreed, risk passes in accordance with the delivery method stated in the order confirmation, to the extent permitted by law.

The Customer should report visible transport damage to the carrier immediately where possible and take photographs of the packaging and Product.

The Customer must notify FitnessParts24 of damage, loss or a transport claim as soon as reasonably possible so that a claim can be submitted to the carrier.

If the Customer nominates or arranges its own carrier, transport risk passes to the Customer upon handover to that carrier, to the extent permitted by law.

Artikel 14 – Title and retention of title

All delivered Products remain the property of FitnessParts24 until the Customer has paid all amounts due to FitnessParts24 under the relevant agreement(s), to the extent permitted by law.

While title is retained, the Customer may not pledge or otherwise encumber the Products.

In the event of non-payment, bankruptcy, suspension of payments, attachment or other circumstances requiring FitnessParts24 to protect its title, FitnessParts24 may repossess the relevant Products to the extent permitted by law.

The Customer shall provide all reasonable cooperation required to exercise retention of title.

For international transactions, the effectiveness of retention of title may also be governed by mandatory law in the country where the Products are located.

Artikel 15 – Returns and cancellation

Business Customers do not have a general consumer right of withdrawal or free return. Returns are handled only under this Article or a separate written agreement.

Returns are permitted only after prior written approval by FitnessParts24.

Specially ordered, specially sourced, customised or specifically reserved Products may not be cancelled or returned by the Customer after the Agreement has been concluded. This expressly applies even while the Product has not yet been delivered to the Customer, is still on order with the manufacturer or supplier, is in production, is in transit to FitnessParts24, or still has to be forwarded by FitnessParts24 to the Customer.

This is because FitnessParts24 orders or sources such Products specifically for the Customer and normally incurs its own purchase order and/or payment obligation towards a manufacturer or supplier. Once such an order

has been placed by FitnessParts24 with the manufacturer or supplier, FitnessParts24 generally cannot cancel that order.

The fact that a specially ordered Product has not yet been delivered does not therefore give the Customer a right to cancel, terminate, obtain a refund or refuse receipt solely because delivery has not occurred within an indicative lead time.

The foregoing applies to the extent permitted by law and does not exclude mandatory statutory rights of the Customer, including any rights arising from permanent impossibility of performance or another attributable breach by FitnessParts24.

FitnessParts24 does not provide return labels. Return transport and related costs are borne by the Customer and are at the Customer's risk, unless otherwise agreed in writing or mandatory law provides otherwise.

Returns must be complete, properly packaged and, where reasonably possible, in their original condition.

If FitnessParts24 exceptionally agrees in writing to cancellation or return of a specially ordered Product, FitnessParts24 is entitled to charge the Customer all costs and obligations already incurred and not recoverable, including purchase costs, supplier cancellation charges, transport costs, customs charges and reasonable administration costs.

Returns of used or refurbished electronics may be required for inspection before a complaint or warranty claim is assessed.

Artikel 16 – Complaints and inspection

The Customer must report visible discrepancies or damage as soon as possible and preferably within five working days of receipt.

Non-visible defects must be reported in writing as soon as reasonably possible after discovery.

A complaint must include at least the order number, part number, description of the problem and, where relevant, serial number, error codes, photographs, video or other technical information.

FitnessParts24 may require the Product to be returned for inspection before determining replacement, credit, repair or another remedy.

The Customer must give FitnessParts24 a reasonable opportunity to investigate the complaint and, where applicable, test or repair the Product.

A complaint does not suspend the payment obligation unless mandatory law provides otherwise.

Artikel 17 – Warranty and technical condition

If a specific warranty has been agreed for a Product, only the scope and duration stated in the quotation, product listing, order confirmation or separate written agreement applies.

Used and refurbished Products are, unless expressly stated otherwise in writing, sold without any additional commercial warranty regarding remaining service life or future reliability. This does not affect mandatory statutory rights.

Electronic components are, where reasonably practicable, tested for operation before dispatch. A test at the time of sale does not guarantee a particular future service life.

Intermittent or non-reproducible faults can only be treated as a defect after FitnessParts24 has had a reasonable opportunity to inspect the Product or has received sufficient evidence of the fault.

A warranty or complaint claim does not apply to problems caused by incorrect, improper or unskilled use, incorrect diagnosis, incorrect installation, overloading, modification, third-party repair, moisture, power problems, other defective components or another cause outside the Product itself.

If a defect in the supplied Product is caused by another component or by the fitness machine in which it is installed, FitnessParts24 is not liable for that cause.

For a third-party Product, any manufacturer warranty may be limited to the warranty actually provided by that third party.

Cosmetic signs of use, discolouration, wear and age-related characteristics of used Products are not defects where consistent with the stated condition.

Artikel 18 – Diagnosis, installation and assembly

Where the Customer or a third party has performed the diagnosis, the Customer remains responsible for its accuracy. Ordering a part based on the Customer's own diagnosis does not entitle the Customer to reimbursement of installation, removal, labour, call-out or diagnostic costs if the part does not turn out to be the cause of the fault.

FitnessParts24 is not liable for damage caused by installation, removal, assembly, programming or configuration by the Customer or third parties.

Electronic and electrical components must only be installed by persons with appropriate technical knowledge and training. The equipment must be made safe and disconnected from power before work is carried out.

If the Customer is uncertain about diagnosis or installation, the Customer may contact FitnessParts24 in advance for technical support or, where available, an authorised technician.

Artikel 19 – Liability of FitnessParts24

FitnessParts24 is liable only for direct damage that is the direct result of an attributable breach, to the extent that such liability cannot validly be excluded.

To the extent permitted by law, FitnessParts24 is not liable for indirect or consequential loss, business interruption, production loss, downtime, loss of turnover, loss of profit, loss of savings, reputational damage or third-party claims.

To the extent permitted by law, FitnessParts24's total liability per event or related series of events is limited to the amount of the relevant order, excluding VAT, and in any event to the amount actually paid out under FitnessParts24's liability insurance in the relevant case, plus the applicable excess, with the lower amount applying.

The limitations do not apply to liability that cannot be limited or excluded under mandatory law.

FitnessParts24 is not liable for damage resulting from instructions, data or materials supplied by the Customer, or from use of the Product outside its intended application.

Artikel 20 – Customer responsibilities

The Customer is responsible for accurate information about the machine, fault, model, serial number, part number, destination and intended use.

The Customer is responsible for safe storage, use and installation of delivered Products.

The Customer must comply with all applicable local laws and regulations governing the use, installation, sale or import of the Product in its country.

If a Product is resold by the Customer, the Customer is responsible for information supplied to its own customer and for obligations it assumes as reseller, subject to the obligations expressly agreed between FitnessParts24 and the Customer.

Artikel 21 – Indemnification

To the extent permitted by law, the Customer indemnifies FitnessParts24 against third-party claims arising from use, installation, resale or modification of Products by the Customer or third parties, insofar as the cause is not attributable to FitnessParts24.

The Customer also indemnifies FitnessParts24 against claims resulting from incorrect information supplied by the Customer, local import or use requirements, or modifications made by the Customer.

Artikel 22 – Force majeure

FitnessParts24 is not liable for a failure caused by circumstances beyond its reasonable control, including outages, cyber incidents, illness, fire, flood, war, terrorism, sanctions, governmental measures, strikes, transport disruption, customs problems, pandemics, power or internet failures and failures of suppliers or carriers.

During force majeure, obligations are suspended for as long as performance is reasonably impossible.

If force majeure continues for more than 30 calendar days, either party may terminate the affected agreement in whole or in part in writing for the unperformed portion, without liability for damages, to the extent permitted by law.

Products already delivered and costs already incurred or unavoidable remain payable.

Artikel 23 – Suspension and termination

FitnessParts24 may suspend its obligations if the Customer fails to pay, pays late or incompletely, or if there is reasonable doubt about the Customer's ability to meet its payment obligations.

FitnessParts24 may terminate the Agreement in whole or in part if the Customer becomes insolvent, applies for suspension of payments, is dissolved, ceases business or materially breaches the Agreement, to the extent permitted by law.

Suspension or termination does not affect payment obligations for Products already delivered, Services performed or costs incurred.

Artikel 24 – Right of retention

If FitnessParts24 holds goods belonging to the Customer, FitnessParts24 may suspend release while the Customer owes due and payable amounts, to the extent permitted by law.

This right also covers reasonable storage and release costs.

Artikel 25 – Intellectual property and confidentiality

All intellectual property rights in quotations, drawings, photographs, texts, technical documentation, designs and other materials created by FitnessParts24 remain with FitnessParts24 or its rights holders unless otherwise agreed in writing.

The Customer may not copy, publish or commercially use such information without written permission, except to the extent necessary for normal use of the Product.

The parties shall keep confidential information confidential. This obligation applies during the Agreement and for three years thereafter, except for information that was public, lawfully obtained from a third party or must be disclosed by law.

Artikel 26 – Personal data

FitnessParts24 processes personal data in accordance with applicable privacy law and its privacy statement.

Where the Customer provides personal data of third parties to FitnessParts24, the Customer warrants that it does so lawfully and that FitnessParts24 may process the data for the agreed purposes.

Artikel 27 – Export controls, sanctions and prohibited transactions

FitnessParts24 may refuse, suspend or terminate an order if performance would be or could reasonably be contrary to applicable laws concerning export controls, sanctions, embargoes, customs, product restrictions or international trade measures.

The Customer undertakes not to use, resell or arrange onward delivery of Products in violation of applicable sanctions or export-control laws.

Upon request, the Customer shall provide information concerning end user, end use, destination and other information necessary for a compliance assessment.

FitnessParts24 is not liable for loss or delay caused by a transaction that cannot lawfully be performed.

Artikel 28 – Assignment

The Customer may not assign or transfer rights or obligations under the Agreement without FitnessParts24's prior written consent unless mandatory law provides otherwise.

FitnessParts24 may assign its rights and claims to an affiliated company, financier, insurer or other successor to the extent permitted by law.

Artikel 29 – Amendments to these Terms

FitnessParts24 may amend these Terms. Amendments apply to new Agreements from the date on which they are provided to the Customer or published, unless otherwise agreed in writing.

Changes of a minor nature may be implemented without prior notice.

For existing Agreements, the version applicable when the Agreement was concluded remains applicable unless the parties agree otherwise in writing or mandatory law provides otherwise.

Artikel 30 – Limitation period

To the extent permitted by law, any claim by the Customer against FitnessParts24 expires twelve months after the Customer became aware, or reasonably should have become aware, of the event and possible liability, unless mandatory law provides for a longer period.

This does not affect mandatory statutory complaint duties or mandatory limitation periods.

Artikel 31 – Governing law and CISG

All Agreements are governed exclusively by Dutch law, excluding conflict-of-law rules that would result in the application of another law, to the extent permitted by law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

This choice of law does not exclude mandatory provisions from which the parties cannot contract out.

Artikel 32 – Jurisdiction

32.1. For all disputes arising out of or in connection with an agreement between FitnessParts24 and the Customer, including disputes concerning the formation, performance, interpretation, fulfilment, termination or dissolution thereof, the parties hereby, to the extent permitted by applicable law, exclusively submit such disputes to the competent court of the District Court of Zeeland-West-Brabant, Breda location, the Netherlands.

32.2. This choice of forum shall apply to both domestic and international B2B agreements.

32.3. To the extent that mandatory law or applicable international regulations provide that another court has jurisdiction, such statutory jurisdiction shall prevail.

32.4. The choice of Dutch law as set out in Article 31 shall remain in full force and effect.

Artikel 33 – Language and electronic communication

The Dutch version of these Terms is the authentic version. An English or other translation may be provided for convenience only, unless otherwise agreed in writing.

E-mail communication constitutes written communication where the sender and content can reasonably be established.

The Customer is responsible for keeping its company, billing, delivery and contact details up to date.

Artikel 34 – Final provision

By placing an order with FitnessParts24, the business Customer confirms that it has read and accepted these Terms, to the extent they are legally applicable.

These Terms are intended for B2B transactions. Consumer sales are outside the scope of this document.

Contactgegevens

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