

All agreements in writing

We strive to record our agreements regarding the price, characteristics of the product to be delivered, delivery time, time of payment and suchlike as much as possible in writing. Also additional agreements will be recorded in writing. Agreements with regard to repairs are also recorded in writing. Therefore, you can only appeal to agreements that are recorded in writing and confirmed.

Prices

All our prices are excluding VAT, ex-factory ServerHome / 1000servers.

Payment

Goods and services are only delivered if the complete amount has been paid. You will receive an invoice upon payment. Just like you, we have our own payment obligations. If you would postpone your payment, there will be related costs for us. If this is legally permitted, we may charge you for the damage we would suffer as a result (loss of interest and reasonable costs in order to collect the outstanding amount).

Delivery time

Obviously we strive to always deliver at the agreed time at the latest. If you like, you are allowed to completely or partially terminate the purchase agreement in case of delayed delivery, except when the severity of the exceedance of the time of delivery does not justify such termination.

Warranty

For all of our new products a complete warranty of one year applies. Exceptions include batteries for which a different period of warranty may be of application. It may be the case that manufacturers or importers of certain parts (such as the hard disk) offer their own warranty. You have to arrange the warranty with regard to new products yourself with the manufacturer. For all used products, our general warranty conditions for used articles apply.

A warranty can never limit the legal rights of a consumer, so besides the granted warranty all other rights the law grants you as a consumer shall apply without prejudice. Pay attention! Please note that rights to warranty may be forfeited when you make changes to the products delivered yourself (both hardware and software).

Conformity

We ensure that our products and services meet the purchase agreement, the specifications mentioned in our offer, the reasonable requirements of reliability and usability and the applicable legal provisions and government regulations on the date of realisation of the purchase agreement.

Privacy policy

We attach great value to a clear and transparent privacy policy and therefore the following rules apply: - only those personal data necessary to maintain and improve our service towards the customer are gathered; - your personal data are processed, stored and managed with due observance of the relevant privacy legislation; - all other data seen by our employees will be handled strictly confidential (documents, e-mails, etc.). Exceptions are criminal matters, including among other things child pornography. As a consumer, you are entitled to access your personal data. We will send you these data no later than two weeks following your request of access. Upon your request we will adjust or remove your data.

Retention of title

We remain the property for as long as the purchase is not completely paid. For our repair-orders we will provide an as clear as possible description of the articles you submitted for repair so your retention of title will not be at stake if the repair company that has your articles would be declared bankrupt right at that moment.

Distance selling (webshops)

When it concerns a so-called agreement at distance, normally called distance selling (for example a webshop), special additional rules apply which we have separately included in 9.1 up to 9.6. We speak of distance selling when it concerns a purchase agreement without there being direct contact between seller and consumer. In popular terms: without both of them being in the same room. Therefore, this does not only apply for purchases through internet (webshops) but also orders by means of telephone or in writing are included under the term distance selling. The most important element for distance selling is that the consumer has a period of minimum 7 workdays to deliberate whether or not he wants to continue with the purchase. Within that period of 7 workdays he may use his right of withdrawal, the right to dissolve the purchase.

Information

The information you receive prior to the purchase will be provided in such a way that you will be able to well assess the offer. In addition you will receive clear information about your rights and obligations, such as: - the total price to be paid, including for example a possible disposal charge or delivery costs; - the way in which the agreement is effectuated; - whether or not the right of withdrawal will be of application; - the way of payment, delivery or execution of the agreement; - the period during which the price or the possibility to accept the offer applies; - the rates you have to pay if you want to contact us in case this would be different than the base rate; - access to the data we have stored about you; - the minimum duration of the agreement at distance if it concerns a continuous or periodic delivery of products or services. No later than upon delivery of the product or the service you, as purchaser, will receive the following information: a. our visiting address where a complaint can be submitted; b. the way in which you can invoke your right of withdrawal; c. information about existing service after the purchase and warranties; d. the aforementioned data in 9a unless you already received these data prior to the execution of the agreement; e. the conditions for termination of the agreement if this agreement would last longer than one year or is for an indefinite period. You will receive this information in writing or in such a way it can be easily stored by you on a, legally called, durable data carrier (for example a CD-ROM).

Confirmation and security

As soon as you place an order we will send you a confirmation by electronic means (for example e-mail). As long as you have not received this confirmation, you can still renounce the purchase by terminating the agreement. If you order through the internet we will take care of the security of the exchanged data and for a safe web environment.

Reflection period upon delivery of products

When purchasing products you, as a consumer, will have a period of seven workdays to reconsider. The reflection period starts the day after which you received the product or that the product has been received on your behalf. During that period you will have the possibility to terminate the agreement without you having to state a reason. This is called the right of withdrawal.

During the reflection period you have to carefully handle the product and the packaging. This means you only unpack or use the product to the extent necessary to be able to assess whether or not you want to keep it. If you use your right of withdrawal, you have to send us the product back including all accessories and in the original condition and packaging. We will provide you with information on how to do so. According to the law, this information has to be reasonable and clear.

If you use your right of withdrawal you will pay no more than the costs of the return shipment.

All other costs you have already paid will be refunded as soon as possible, but in any case no later than within 30 days following the return shipment or withdrawal.

Reflection period upon delivery of services

When services are provided you, as a consumer, will have a period of seven workdays to reconsider. The reflection period starts the day the agreement is entered into. During that period you will have the possibility to terminate the agreement without you having to state a reason. This is called the right of withdrawal.

In order to use your right of withdrawal we will provide you information on how to do so at our offer or no later than at the delivery of the service. According to the law, this information has to be reasonable and clear.

All costs you have already paid will be refunded as soon as possible, but in any case no later than 30 days following the withdrawal.

Exclusion of the right of withdrawal

Sometimes the right of withdrawal will not be of application to you, as a consumer, but in that case we have to mention that clearly and prior to entering into the agreement. It will concern products:

we have created in accordance with specifications of the consumer;

that clearly have a personal nature;

that are sensitive to static electricity (for example memory modules and CPU's)

that cannot be returned due to their nature;

that can deteriorate or expire rapidly;

of which the price is dependent on fluctuations in the financial market to which the entrepreneur has no influence;

for individual newspapers and magazines;

for audio and video recordings and computer software of which the consumer has broken the seal.

In case of services, exclusion of the right of withdrawal is only possible when it concerns services:

with regard to accommodation, transport, restaurant business or leisure activities to be provided at a certain date or during a certain period of time;

of which the delivery started with your explicit permission before the reflection period has expired;

with regard to bets and lotteries.

Cancellation

A cancellation will only be valid once this has been confirmed in writing by ServerHome / 1000servers. In case the purchase agreement is cancelled, we reserve the right to charge a minimum of 25% cancellation fees plus the possibly made costs with respect to composition and configuration of your purchase.

An order or purchase for which ServerHome / 1000servers had to buy goods or services especially for you, cannot be cancelled.

Delivery and execution

Delivery will be made at the address you submitted to us. One and the other will be done as soon as possible though no later than within 30 days unless a longer period for delivery has been agreed. You will be notified as soon as possible if the delivery is delayed or if a delivery cannot or only partially be executed. The deadline is 30 days after you placed the order. After this period expired you have the right to terminate the purchase agreement without additional costs and are entitled to possible compensation for damage.

After the termination we will refund the amount you paid as soon as possible though no later than 30 days following the termination.

If the delivery of a separately ordered product appears to be impossible, we will do the best we can to deliver a replacement article. You will be notified in a clear and understandable way no later than at the delivery. In case it concerns a distance selling, you can still use your right of withdrawal. In that case we will pay the costs for the return shipment.

The risk of damage and/or loss of products lies with us until the moment of delivery, unless other express agreements have been made.

Complaints and complaint period

As we want to provide an optimal service to our customers, we believe it is important to hear from you in case of complaints regarding the product you purchased. Let us know – also in order to limit possible damage – as soon as possible. According to the law, a complaint is made known on time if submitted within two months following the discovery. This also applies if the product you purchased does not have the characteristics you may have expected based upon the purchase agreement. It is in your interest to submit your complaints in writing. We will answer a complaint you submit to us no later than within 14 days. If we need more time, we will notify you within 14 days when you may expect an answer.



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