

Terms and Conditions

Terms and conditions are available upon written request from Alleborgh B.V.

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RTICLE 1 - DEFINITIONS

In these terms and conditions, the following definitions apply:

1. **Supplementary agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are delivered by the entrepreneur or by a third party based on an arrangement between that third party and the entrepreneur;
2. **Cooling-off period:** the period within which the consumer can make use of their right of withdrawal;
3. **Consumer:** the natural person who is not acting for purposes related to their trade, business, craft, or professional activity;
4. **Day:** calendar day;
5. **Digital content:** data produced and delivered in digital form;
6. **Continuing performance contract:** an agreement that extends to the regular delivery of goods, services and/or digital content during a specific period;
7. **Durable medium:** any tool — including email — that enables the consumer or entrepreneur to store information addressed personally to them in a manner that allows future consultation or use for a period tailored to the purpose for which the information is intended, and which allows the unaltered reproduction of the stored information;
8. **Right of withdrawal:** the option for the consumer to waive the distance contract within the cooling-off period;
9. **Entrepreneur:** the natural or legal person who is a member of Alleborgh B.V. and offers products, (access to) digital content and/or services to consumers from a distance;
10. **Distance contract:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for the distance sale of products, digital content and/or services, whereby up to and including the conclusion of the agreement, exclusive or partial use is made of one or more techniques for distance communication;
11. **Technique for distance communication:** means that can be used for concluding an agreement, without the consumer and entrepreneur having to meet simultaneously in the same room;

ARTICLE 2 - IDENTITY OF THE ENTREPRENEUR

- **Company Name:** Alleborgh B.V.
- **Registered Address:** Kabelstraat 17, 132AD, Almere
- **Telephone Number:** 036 30 30 980

- **Hours of Telephone Availability:** 08:30 - 16:45
- **Email Address:** info@alleborgh.nl
- **Chamber of Commerce (KvK) Number:** 30100758
- **VAT Identification Number:** NL007312805B01

ARTICLE 3 - APPLICABILITY

1. These general terms and conditions apply to every offer made by Alleborgh B.V. and to every agreement concluded between Alleborgh B.V. and the consumer via the webshop or from a distance.
2. Before the agreement is concluded, these general terms and conditions will be made available to the consumer in such a way that the consumer can easily review them. If the agreement is concluded electronically, these general terms and conditions will be made available electronically in a way that allows the consumer to easily store them on a durable medium.
3. If, in addition to these general terms and conditions, supplementary product, warranty, or service terms also apply, they shall likewise apply to the agreement. In the event of conflicting terms, the provision that is most favorable to the consumer shall always apply, to the extent permitted by law.
4. By placing an order, the consumer declares to have taken note of and agreed to these general terms and conditions.

ARTICLE 4 - THE OFFER

1. If an offer has a limited duration of validity or applies under specific conditions, this will be explicitly stated in the offer.
2. Alleborgh B.V. aims to describe products, services, and any digital content as completely and accurately as possible. Product descriptions, specifications, images, and other information are compiled with care so that the consumer can properly assess the offer.
3. Product images are intended for illustrative purposes and may slightly deviate from the actual delivered product, for instance, due to screen color settings or manufacturer product updates. Any minor discrepancies do not entitle the consumer to dissolution of the agreement or compensation.
4. Obvious errors, mistakes, printing or typing errors in prices, product information, images, or other parts of the offer do not bind Alleborgh B.V. Every offer contains information that makes it clear to the consumer:
 - o **a.** what the total price of the product or service is, including VAT;
 - o **b.** what additional costs, if any, apply;
 - o **c.** what payment, delivery, and return terms apply;

- **d.** whether the right of withdrawal applies;
- **e.** and what rights and obligations are attached to accepting the offer.

ARTICLE 5 - THE AGREEMENT

1. The agreement between the consumer and Alleborgh B.V. is established at the moment the consumer accepts the offer and complies with the conditions set therein.
2. If the consumer has accepted the offer electronically, Alleborgh B.V. will confirm receipt of the order as soon as possible via email by means of an order confirmation. As long as this order confirmation has not been sent, the consumer has the right to cancel the agreement.
3. Alleborgh B.V. takes appropriate technical and organizational measures to secure electronic data transmission and ensures a safe online environment. If electronic payments are available, appropriate security measures are applied to protect payment details and personal data.
4. Alleborgh B.V. reserves the right, within statutory frameworks, to investigate whether the consumer can meet their payment obligations, as well as all facts and circumstances relevant to responsibly entering into the agreement.
5. If Alleborgh B.V., based on this investigation, has sound reasons not to enter into the agreement, Alleborgh B.V. is entitled to refuse or cancel an order or application with justification, or to attach special conditions to its execution.
6. Alleborgh B.V. will provide the consumer, at the latest upon delivery of the product or service, in writing or on a durable medium, with the following information:
 - **a.** the visiting and contact address where the consumer can direct complaints;
 - **b.** information about the right of withdrawal and the conditions for returns, or a clear statement if the right of withdrawal is excluded;
 - **c.** information about warranties and after-sales service;
 - **d.** the total price including taxes and any additional costs;
 - **e.** the method of payment, delivery, and execution of the agreement;
 - **f.** if applicable: the conditions for termination for agreements with a longer duration;
7. Obvious errors, mistakes, or clerical errors in offers, prices, product information, or order confirmations do not bind Alleborgh B.V.

ARTICLE 6 - INSPECTION UPON RECEIPT AND REPORTING OBLIGATION

1. The consumer must carefully inspect the product immediately upon receipt for visible damage, transport damage, missing parts, or defects. Any complaints regarding this must be reported in writing at the latest within 5 days of receipt via: shop@alleborgh.nl
2. Reports as mentioned in paragraph 1 will only be processed if:
 - **a.** the product is, as far as reasonably possible, in its original packaging;
 - **b.** the product is unused;
 - **c.** all included parts, accessories, and documentation are present.
3. To prevent transport damage during return shipping, the product must always be carefully packaged and, if necessary, returned in an extra shipping box.
4. If the consumer has ordered an incorrect product by mistake, an exchange can only take place if the conditions described in paragraph 2 of this article are met.
5. If visible damage, missing parts, or defects are not reported within the period mentioned in paragraph 1, it will be assumed that the product was delivered in good condition, complete, and in accordance with the agreement.
6. The reporting obligation mentioned in this article relates exclusively to visible damage, transport damage, missing parts, or directly observable defects upon receipt, and does not affect the statutory right of withdrawal as described in Article 8.

ARTICLE 7 - RIGHT OF WITHDRAWAL / RETURNS

1. The consumer has the right to dissolve an agreement regarding the purchase of a product within a cooling-off period of 14 days without giving reasons. Alleborgh B.V. may ask the consumer for the reason for withdrawal, but the consumer is not obliged to state this reason.
2. The cooling-off period of 14 days starts on the day after the consumer, or a third party designated by the consumer who is not the carrier, has received the product.
3. The consumer must handle the product with care during the cooling-off period. The product may only be assessed in a manner that would be permitted in a physical store. If the product is used extensively beyond what is necessary to establish its nature, characteristics, and functioning, Alleborgh B.V. may charge for any reduction in value.
4. To exercise the right of withdrawal, the consumer must contact Alleborgh B.V. within the cooling-off period via: shop@alleborgh.nl
5. Returns will only be accepted if:
 - **a.** the product is complete;
 - **b.** the product is returned in its original packaging;
 - **c.** all accessories, manuals, and attachments are present;

- **d.** the product does not contain damage, coffee residues, milk contamination, limescale formation, or other signs of use that go beyond what is necessary to assess the product.
- 6. If Alleborgh B.V. has not provided the consumer with the legally required information about the right of withdrawal, the cooling-off period will automatically be extended up to a maximum of twelve months after the end of the original 14-day cooling-off period.
- 7. If Alleborgh B.V. provides the information about the right of withdrawal within this extended twelve-month period, the cooling-off period ends 14 days after the day on which the consumer received this information.
- 8. The costs and risk of the return shipment are borne by the consumer, unless agreed otherwise in writing.

ARTICLE 8 - OBLIGATIONS OF THE CONSUMER DURING THE COOLING-OFF PERIOD

1. During the cooling-off period, the consumer must handle the product and the packaging with care. The product may only be used or assessed to the extent necessary to establish the nature, characteristics, and functioning of the product. The basic principle is that the consumer may only handle and inspect the product as they would be allowed to do in a physical store.
2. The consumer is liable for any reduction in value of the product if it is the result of use that goes beyond what is necessary for this assessment. "Extensive use" includes, among other things:
 - **a.** prolonged use of the machine;
 - **b.** the presence of coffee, water, or milk residues;
 - **c.** limescale formation;
 - **d.** installation or user damage;
 - **e.** missing accessories or documentation;
 - **f.** damaged or missing original packaging.
3. If Alleborgh B.V. has not provided the legally required information regarding the right of withdrawal in a timely manner, the consumer cannot be held liable for any reduction in value as referred to in this article.

ARTICLE 9 - RETURN CONDITIONS

1. If the consumer makes use of the right of withdrawal, the product must be returned to Alleborgh B.V. within 14 days after notifying the withdrawal.
2. Returns must be registered in writing in advance via: shop@alleborgh.nl
3. Returns are only possible upon presentation of the original proof of purchase.

4. The product must:
 - **a.** be complete;
 - **b.** be equipped with all included accessories, manuals, and documentation;
 - **c.** be returned in its original packaging as far as reasonably possible;
 - **d.** be sent back carefully packaged to prevent transport damage.
5. The consumer must handle the product with care during the cooling-off period. The product may only be used to the extent necessary to establish its nature, characteristics, and functioning, just as would be possible in a physical store.
6. The product must not contain signs of use that go beyond what is necessary to assess the product. This includes, but is not limited to:
 - **a.** excessive coffee, milk, or water residues;
 - **b.** limescale formation;
 - **c.** damage due to installation or use;
 - **d.** missing parts or accessories;
 - **e.** damaged or missing original packaging.
7. If the product is received damaged, incomplete, or visibly used, Alleborgh B.V. reserves the right to charge for a reduction in value or to refuse the return shipment, to the extent permitted by law.
8. The direct costs and risk of the return shipment are borne by the consumer, unless agreed otherwise in writing.
9. The risk of loss or damage during return transport lies with the consumer until the return shipment has been received by Alleborgh B.V.
10. Upon receipt and inspection of the return shipment, Alleborgh B.V. will refund the purchase amount due within a maximum of 14 days using the same payment method used for the original transaction. Alleborgh B.V. may suspend the refund until the return shipment has actually been received or until the consumer has provided valid proof of shipment.

ARTICLE 10 - OBLIGATIONS OF THE ENTREPRENEUR IN CASE OF WITHDRAWAL

1. If the consumer makes use of the right of withdrawal and reports this via email, Alleborgh B.V. will confirm receipt of this notification as soon as possible. Alleborgh B.V. will refund the purchase amount paid by the consumer, including any standard shipping costs paid for the original delivery, at the latest within 14 days after receiving the withdrawal notification. Alleborgh B.V. is entitled to suspend the refund until:
 - **a.** the returned product has been received in good order; or

- **b.** the consumer has demonstrated that the product has been sent back, whichever occurs first.
- 2. Refunds will be processed using the same payment method used for the original transaction, unless the consumer explicitly agrees to another method of refund.
- 3. If the consumer chose a more expensive shipping method than the standard delivery offered by Alleborgh B.V., Alleborgh B.V. is not obliged to refund the additional costs of this extra shipping option.
- 4. If inspection of the return shipment reveals that there is a reduction in value as a result of use that goes beyond what is necessary to establish the nature, characteristics, and functioning of the product, Alleborgh B.V. reserves the right to offset this reduction in value against the amount to be refunded.

ARTICLE 11 - EXCLUSION OF THE RIGHT OF WITHDRAWAL

1. Alleborgh B.V. reserves the right to exclude certain products and services from the statutory right of withdrawal, to the extent permitted by law and clearly communicated to the consumer prior to concluding the agreement.
2. The right of withdrawal can, among other things, be excluded for:
 - **a.** products whose price depends on fluctuations in the financial market over which Alleborgh B.V. has no influence and which may occur within the withdrawal period;
 - **b.** specially ordered or custom-made products;
 - **c.** sealed products that are not suitable for return for reasons of hygiene or health protection and whose seal was broken after delivery;
 - **d.** business purchases that do not fall under consumer law.
3. Service contracts can only be excluded from the right of withdrawal if:
 - **a.** the execution of the service has begun with the explicit prior consent of the consumer; and
 - **b.** the consumer has declared that they waive their right of withdrawal once Alleborgh B.V. has fully executed the service.
4. If a product or service is excluded from the right of withdrawal, this will be clearly stated in the webshop or in the relevant offer.

ARTICLE 12 - THE PRICE

1. All prices listed on the webshop of Alleborgh B.V. are expressed in Euros and include VAT, unless explicitly stated otherwise.
2. During the validity period of an offer, the prices listed will not be increased, unless there are changes in VAT rates, statutory levies, or other government measures.

3. Alleborgh B.V. reserves the right to adjust prices in the event of price changes by suppliers, importers, manufacturers, transport costs, exchange rates, or other external factors over which Alleborgh B.V. reasonably has no influence.
4. If a price increase occurs within three months after the conclusion of the agreement, it will only be implemented if it results from statutory regulations or obligations.
5. If a price increase occurs after three months following the conclusion of the agreement, the consumer has the right to dissolve the agreement free of charge as of the date the price increase takes effect, unless the price increase is the result of statutory measures.
6. Obvious errors, mistakes, printing or typing errors in price indications, offers, or product information do not bind Alleborgh B.V. Alleborgh B.V. reserves the right to cancel orders based on evident price errors.
7. Any additional costs, including shipping costs, installation costs, or costs for supplementary services, will be clearly stated before finalizing the order.

ARTICLE 13 - COMPLIANCE WITH THE AGREEMENT AND EXTRA WARRANTY

1. Alleborgh B.V. guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability, and the statutory provisions and/or government regulations existing on the date the agreement was concluded. If agreed, Alleborgh B.V. also guarantees that the product is suitable for other than normal use.
2. An extra warranty provided by Alleborgh B.V., its supplier, manufacturer, or importer never limits the (statutory) rights and claims that the consumer can assert against Alleborgh B.V. under the agreement if the entrepreneur has failed to fulfill their part of the agreement.
3. An extra warranty is understood to mean any commitment by Alleborgh B.V., its supplier, importer, or producer in which they grant the consumer certain rights or claims that go beyond legal obligations in the event that Alleborgh B.V. has failed to fulfill its part of the agreement.
4. If Alleborgh B.V. is obliged to pay damages, that compensation will never exceed an amount equal to the invoice value of the product or service that caused the damage.
5. There is no entitlement to a warranty in the following cases:
 - **a.** if modifications have been made to the product, including repairs without the permission of the manufacturer or Alleborgh B.V.;
 - **b.** the original invoice cannot be presented, has been altered, or rendered illegible;
 - **c.** if defects are the result of unintended or improper use;

- **d.** if damage has occurred due to intent, gross negligence, or negligent maintenance.
- 6. Repair or replacement does not result in a renewal and/or extension of the warranty period.
- 7. Water damage is not covered under the warranty.
- 8. Unjustified warranty claims: If, after inspection by the manufacturer, the product shows no defect or if the issue arose due to user fault, the inspection costs and shipping costs will be charged to the consumer.

ARTICLE 14 - DELIVERY, EXECUTION AND WARRANTY CONDITIONS

1. Alleborgh B.V. guarantees that the delivered products and/or services comply with the agreement, the stated specifications, the reasonable requirements of soundness and usability, and the statutory regulations and government provisions applicable at the time the agreement was concluded.
2. Any additional warranty provided by Alleborgh B.V., a manufacturer, supplier, or importer does not affect the statutory rights that the consumer can exercise against Alleborgh B.V. based on the law and the agreement.
3. An additional warranty is understood to mean any extra promise by Alleborgh B.V., manufacturer, importer, or supplier whereby rights are granted to the consumer that go beyond the statutory warranty.
4. To the extent permitted by law, the liability of Alleborgh B.V. is limited to a maximum of the invoice amount of the product or service concerned.
5. Warranty is excluded if:
 - **a.** changes or repairs have been carried out on the product without prior permission from Alleborgh B.V. or the manufacturer;
 - **b.** the original proof of purchase cannot be presented, is rendered illegible, or has been altered;
 - **c.** defects have arisen due to incorrect, improper, or inappropriate use;
 - **d.** damage has arisen due to negligent maintenance, misuse, gross negligence, or intentional damage;
 - **e.** damage has arisen due to incorrect installation, incorrect electrical connection, or incorrect water use;
 - **f.** there is a case of limescale formation, insufficient descaling, or the use of unsuitable cleaning agents;
6. Normal wear and tear, signs of use, and consumable or maintenance parts are not covered by the warranty.
7. Any water or moisture damage, including leaks as a result of incorrect use or incorrect maintenance, is not covered by the warranty.

8. Repair or replacement of a product does not lead to an extension or renewal of the original warranty period.
9. If a warranty claim proves to be unfounded after investigation and no technical defect is established, Alleborgh B.V. reserves the right to pass on inspection costs, administration costs, and shipping costs to the consumer.
10. Alleborgh B.V. reserves the right to technically inspect returned products for signs of use, internal contamination, limescale formation, missing parts, and damage.
11. Deliveries standardly take place up to the first accessible door on the ground floor of the specified delivery address, unless agreed otherwise in writing in advance with Alleborgh B.V. or the carrier. Any additional activities, including delivery to upper floors, installation, placement, or internal relocation, are not covered under standard delivery unless explicitly agreed otherwise.

ARTICLE 15 - FORCE MAJEURE

1. In case of force majeure, Alleborgh B.V. has the right to temporarily suspend the execution of the agreement or to dissolve the agreement in whole or in part, without judicial intervention and without being obliged to pay any compensation, unless this would be unacceptable according to standards of reasonableness and fairness.
2. Force majeure is understood to mean any circumstance beyond the reasonable control of Alleborgh B.V., as a result of which compliance with the agreement is completely or partially impossible, or cannot reasonably be expected of Alleborgh B.V.
3. Force majeure includes, among other things:
 - strikes;
 - fire;
 - disruptions within the company;
 - energy or network failures;
 - disruptions in telecommunication or communication systems;
 - disruptions of the webshop or other digital systems;
 - transport problems;
 - delays or defaults by suppliers, manufacturers, or other engaged third parties;
 - government measures;
 - import or export restrictions;
 - pandemics;

- and the failure to obtain necessary permits or approvals from government agencies.
- 4. During a situation of force majeure, the obligations of Alleborgh B.V. are suspended for the duration of the force majeure situation.
- 5. If compliance becomes permanently impossible or the force majeure situation lasts longer than is reasonably acceptable, both parties have the right to terminate the agreement in writing without any right to compensation.

ARTICLE 16 - PAYMENT

1. Unless agreed otherwise in writing, all amounts due must be paid immediately upon placing the order.
2. Payment can only be made via the payment methods offered by Alleborgh B.V. on the webshop, including:
 - iDEAL / Wero;
 - PayPal;
 - Apple Pay;
3. An order will only be processed and shipped after full payment has been received by Alleborgh B.V.
4. All payments and payment orders to banks, payment providers, or other financial institutions are made at the expense and risk of the consumer.
5. If a payment is refused, reversed, or canceled, Alleborgh B.V. reserves the right to dissolve the agreement, suspend delivery, or set additional conditions.
6. Alleborgh B.V. reserves the right to refuse orders or request additional verification in the event of suspected fraud, abuse, or unauthorized payments.

ARTICLE 17 - BUSINESS CUSTOMERS

These terms and conditions do not apply to business customers. A business customer is understood to mean the customer acting in the context of exercising a profession or business, including a customer acting on behalf of a company or professional.