

Terms & Conditions

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

We are: Newbyteas.nl Geralt Benelux B.V.

Our address is: Lichtfabriekplein 1 2031TE Haarlem The Netherlands.

Phone number: +31 23 583 13 84 email: info@newbyteas.nl

You are: a visitor to Our Website / our customer

1. Definitions

In this agreement:

“Carrier” means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.

“Consumer” means any natural person who, in connection with this agreement, is acting for purposes, which are outside his business.

“Our Website” means the entire computing hardware and software installation that is or supports Our Website.

“Goods” means any of the Goods we offer for sale on our Website.

“Content” means any material in any form published on Our Website by us or any third party with our consent.

“Material” means Content of any sort posted by you on Our Website.

2. Our contract with you

These terms and conditions apply:

2.1 So far as the context allows, to you as a visitor to Our Website; and

2.2 In any event to you as a buyer or prospective buyer of our Goods.

2.3 We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your purchase and tell you when we shall dispatch your order.

2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.

2.5 Unfortunately, we cannot guarantee that Goods advertised on our website are available.

2.6 If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may: 2.6.1 accept the a
order;

2.7 If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply.

2.8 If we owe you money on account of your cancellation, we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 30 days from the date of cancellation of your order.

3. Your account with us

3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

3.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorized person from using your computer.

3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

3.4 We reserve the right to refuse you access to Our Website.

4. Price and Payment

4.1 We endeavor to keep our website and catalogue prices updated and accurate but it is possible that the price may have increased from that published.

4.2 All prices are in Euro's.

4.3 Prices include tax.

5. Delivery in the Benelux

5.1 Deliveries will be made by Post NL.

5.2 Assuming your order is received by 17:00 GMT, and the goods ordered are available, everything should arrive within the next day. The delivery time for Belgium and Luxembourg takes between one and two days.

5.3 If Newby is not able to dispatch your goods within seven days of the date of your order, we will notify you by email to arrange a later date for dispatch. We will also give you the option of cancelling your order.

5.4 For deliveries within The Netherlands, the shipping costs amount to € 6,95. For orders of €50,00 and more, there is no charge for delivery. For deliveries to Belgium and Luxembourg, the shipping costs amount to € 9,00. For orders of €75,00 and more, there is no charge for delivery. For the Benelux, all amounts are regardless of the size and weight of your package. You don't have to pay additional shipping costs if your order is shipped in multiple packages.

5.5 We allow 10 working days from date of dispatch before deem a parcel is lost in transit. After 10 days have passed, please call +31235831384 for assistance.

6. Cancellation or Return of Order

6.1 Of course we want you satisfied with the products you have purchased. Did you receive a wrong item or do you have a complaint about an article? Please send an email to info@newbyteas.nl and we will contact you as soon as possible.

7. Disclaimers

7.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.

7.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

7.3 We give no warranty and make no representation, express or implied, as to: ~~3.1~~ the adequacy or appropriateness of the Goods for your purpose; ~~3.2~~ the truth of any Content on Our Website published by someone other than us; ~~3.3~~ any implied warranty or condition as to merchantability or fitness of the Goods for a purpose other than that for

which the Goods are commonly used; .37.4 compatibility of Our Website with your equipment, software or telecommunications connection.

7.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

7.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.

7.6 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

7.7 The above two sub paragraphs do not apply to a claim for personal injury.

8. Content and Intellectual Property Rights

8.1 We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

8.2 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.

8.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

8.4 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.

8.5 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any Content.

9. Your email address

9.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.

9.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

9.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

10. Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

11. Miscellaneous Provisions

11.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

11.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.

11.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

11.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

11.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

11.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

11.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

11.8 This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.