Terms and Conditions

Consumer Terms and Conditions of EcomHero B.V., established on 13-05-2025

Article 1 - Identity of EcomHero

The private limited liability company EcomHero B.V.

- Visiting address: Smederijstraat 2, 4814 DB, Breda
- Postal address: Postbus 150, 4870 AD Etten-Leur
- Telephone: 076 531 77 42
- Email: info@ecomhero.nl
- Website: www.ecomhero.nl
- Chamber of Commerce number: 97253227
- VAT identification number: NL867971332B01

Article 2 - Definitions

Terms with a capital letter have the following meaning in these Terms and Conditions:

- Terms and Conditions: the terms and conditions of EcomHero B.V., established on 13-05-2025
- Article: an article as referred to in these Terms and Conditions
- Consumer: a natural person not acting for purposes relating to their trade, business, craft, or profession
- In Writing: by letter, email, or any other customary means of communication

Article 3 - Applicability

3.1 These Terms and Conditions apply to all offers, quotations, agreements, and other legal relationships between EcomHero and the Consumer.

3.2 Deviations from these Terms and Conditions are only valid if agreed in Writing.

Article 4 - Offer

4.1 All offers and quotations made by EcomHero are one-time, non-binding, and can be revoked at any time.

4.2 Offers and quotations may only be accepted in Writing.

4.3 Offers and quotations do not bind EcomHero in the event of an obvious error or mistake.

Article 5 - Price

5.1 All EcomHero prices are based on the cost-determining factors known at the time of the offer.

5.2 Unless agreed otherwise in Writing, prices are inclusive of VAT, shipping, postage, packaging, and insurance costs.

Article 6 - Payment

6.1 All payments must be made in full without any deduction, discount, or set-off, prior to delivery.

6.2 Delivery only takes place after full payment is received.

Article 7 - Delivery

7.1 The delivery location is the actual location or the address provided by the Consumer when ordering.

7.2 Delivery times are indicative and not binding deadlines.

Article 8 - Right of Withdrawal

8.1 The Consumer may cancel a purchase agreement within 14 calendar days without giving any reason.

8.2 The withdrawal period starts the day after the Consumer has received the product.

Article 9 - Exercise of the Right of Withdrawal

9.1 The Consumer must notify EcomHero In Writing within 14 calendar days.

9.2 The Consumer must return the product with all supplied accessories.

9.3 The Consumer bears the cost of returning the product.

Article 10 - Obligations of EcomHero in Case of Withdrawal

10.1 EcomHero will reimburse all payments within 14 calendar days.

10.2 EcomHero will use the same payment method used by the Consumer.

Article 11 - Liability

11.1 EcomHero's liability is limited to the amount invoiced to the Consumer.

11.2 EcomHero is never liable for indirect damages.

Article 12 - Force Majeure

12.1 EcomHero is not liable if it is unable to fulfill its obligations due to force majeure.

Article 13 - Retention of Title

13.1 All products are delivered under retention of title.

Article 14 - Termination

14.1 Each party may terminate the agreement if the other party fails to fulfill material obligations.

Article 15 - Conversion and Amendments

15.1 EcomHero reserves the right to unilaterally amend these Terms and Conditions.

Article 16 - Applicable Law

16.1 The legal relationship is governed by Dutch law.

16.2 All disputes shall be exclusively settled by the competent court in Breda.

Article 17 - Location of the Terms and Conditions

These Terms and Conditions were adopted on 13 May 2025 and are available via www.ecomhero.nl/voorwaarden.