

General conditions

1 Formation of the agreement

An agreement is formed as soon as you have placed an order in the Rambler Restart BV web shop or placed an order by e-mail, telephone or fax.

By ordering you indicate to agree with the conditions of delivery. The order confirmation is considered to be received by you one day after transmission hereof by Rambler Restart BV. Errors and mistakes wholly are for your own account and risk. You can cancel an order in writing and without costs within 24 hours of placing it. The amount already paid will be immediately refunded to you. Rambler Restart BV is entitled to refuse an order or to attach special conditions to the delivery.

2 Application of conditions

These conditions apply to all agreements as mentioned in the former article 1, with the exclusion of other general conditions. Stipulations deviating from these conditions must be agreed upon in writing by e-mail between you and Rambler Restart BV. The other stipulation included in these conditions remains unimpaired in addition to the deviant stipulations agreed upon. Rambler Restart BV retains the right to alter or amend these conditions and the contents of her web shop at all times.

3 Offer

The products offered in the website are described and shown as truthful as possible. Rambler Restart BV is not responsible for any deviations of whatever nature. All articles in the photos shown are examples and may deviate concerning colour or model. No rights can be derived from this. All offers presented in the website are without obligation and subject to the availability of the product.

4 Prices

All prices are inclusive of VAT and subject to price changes and printing errors. All prices are inclusive value added tax and other levies imposed by the government, but exclusive additional costs such as shipping costs.

5 Costs

All costs of legal assistance made by Rambler Restart BV in order to claim her rights derived from the agreement or agreements arising from this agreement, are accountable to you.

6 Liability

The liability of Rambler Restart BV towards you and any third party for damages arising or related to the execution of the agreement, at all times is limited to the price, with the exception of intent or gross negligence by Rambler Restart BV.

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7 Competent Court and Dutch Law

Dutch Law applies to this agreement. The Vienna Sales Convention (CISG) is excluded. Disputes between parties arising from or related to this agreement, will be brought before the competent Court in The Hague.

8 Shopping and ordering

In the Rambler Restart web shop you can find all products with prices, information about delivery periods and the costs of delivery. If, after shopping, you would have any questions, please do not hesitate to call us or send an email for more information. Telephone: 0031 24 3790217. E-mail: contact@walkingwagon.com

Orders will be delivered to the address you indicated. Of any order we will send a confirmation to the e-mail address you indicated. Together with the confirmation of the order you receive an invoice.

9 Means of payment

Orders will be delivered when Rambler Restart BV has received the payment. If we deliver orders before payment, we expect that payment follows within 14 days after date of invoice. Objections against the height of the invoices do not suspend the purchaser's obligation to pay.

If the purchaser remains in default to pay within the term of payment of 14 days, then the purchaser is in default by operation of law ((ipso jure). The purchaser then owes interest in this respect of 1% per month, unless the statutory interest is higher in which case the statutory interest is valid. The interest on the due debt will be calculated from the moment the purchaser is in default until the moment the complete amount is paid.

In the event of liquidation, bankruptcy, seizure or suspension of payment concerning the purchaser, the claims of Rambler Restart BV on the purchaser are due on demand.

10 Shipment after ordering

After receiving payment your order, depending on availability, will be shipped within 7 days if article is in stock. If an article ordered is not immediately available from stock, we will inform you about the expected period of delivery.

All articles that are in stock will be sent to you via package service. The articles that are not available on stock and must be ordered can not be shipped immediately. It may therefore happen that you do not receive all articles from one order simultaneously. In such an event we will only charge you the shipping costs once.

The package service will deliver your order at your home (not at the neighbours). If you are not at home the package service will leave a note and you are obliged to contact the package service within 5 working days contact for a second delivery to your address. You can also collect the package yourself. Usually this will be from an address near your home.

Shipments at all times are for the account and risk of Rambler Restart BV. The legal date of delivery is the moment the orders leave our warehouse.

Orders that are returned to us because they were refused at the door or were not collected at the stated address are only sent again after you paid the additional delivery costs. In such an event we will inform you of the additional costs beforehand.

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The location of delivery is the address that was last indicated in writing by e-mail to Rambler Restart BV.

11 Shipment costs

For the delivery we use package services. The delivery costs depend on the number of packages (boxes), weight per packages and the country of destination. The delivery costs are indicated automatically when shopping or written in the invoice.

12 Delivery period

Accepted orders are, subject to the availability of the articles, delivered within 7 days in the Netherlands and other countries in Europe within 14 days following receipt of your payment.

If an article ordered can not be delivered from stock we inform you within 7 working days about the expected period of delivery.

The ultimate period of delivery is 30 days following receipt of your order. In case of exceeding this delivery period Rambler Restart BV will inform you of this as soon as possible and offer you the option of dissolving this agreement or to cancel the order without costs. Possibly already transferred payments then will be retransferred into your account within 30 days.

The periods of delivery indicated can not be considered as firm dates, unless it was explicitly agreed otherwise in writing.

Rambler Restart BV is not liable for any damage resulting from exceeding of the delivery period. If there should be any liability for damages then this liability at all times is limited to the height of the invoice amount.

Orders are processed in the order of receipt of payment. Products are not reserved, unless it has been agreed otherwise.

13 Revoking / Reconsideration period

From the moment your order is delivered at your home, you have this product on approval for 7 days (reconsideration period). Within this term you can check the article. After the reconsideration period has expired the purchase agreement is in force.

The reconsideration period starts on the day following receipt of the order, unless it was explicitly agreed otherwise in writing.

After receipt of the order you are entitled to dissolve the agreement with Rambler Restart BV within seven working days and without giving reasons and you can return the order to us within the reconsideration period.

If you intend to use the reconsideration period then you must notify Rambler Restart BV of this decision in writing within 7 days following delivery.

For products that are specially made to fit or to meet your special requirements, the reconsideration period is not applicable.

The return shipment is fully for your account and risk.

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The amount paid will, upon return receipt of the order, be refunded to you as soon as possible, but no later than after a term of 30 days, after deduction of the shipping costs made by Rambler Restart BV and after deduction of the costs of electronic payment.

You can not return articles which are damaged or used.

14 Exchanging

If, for any reason, you are not satisfied with the products you received there is the possibility to exchange the products within 7 days following delivery, for another product.

If you want to use this option you should notify Rambler Restart BV of this decision in writing within the prementioned period of 7 days.

After return receipt of the products by Rambler Restart BV you will receive a confirmation of receipt and Rambler Restart BV will ship the new products to you within 30 days. If there additional or less costs are involved Rambler Restart BV will discuss this with you and make new arrangements in writing.

All (return) shipments related to the exchange are for your account and risk.

For products that are specially made to fit or specially to meet your requirements, the option for exchange does not exist.

You can not exchange articles which are damaged or used.

15 Guarantee

Rambler Restart BV issues a guarantee on possible material and construction faults of the products. The guarantee clauses involve the repair or replacement of original parts without costs. In order to claim the guarantee clauses the next conditions are in force:

- You must possess an original purchase receipt.
- The guarantee is non-transferable. Only the first owner is entitled to the guarantee.
- The products must be presented to Rambler Restart BV for repair within the guarantee period.
- Rambler Restart BV issues on its products from the date of purchase, a 2 year guarantee to the extend these are not exposed to ordinary wear and tear for one year from the date of purchase (except for tubes and tires)

Guarantee is not issued if:

- No maintenance has taken place as described in the manual that was delivered together with the products or that can be consulted via our website.
- In case of lightning strike, damage caused by dampness or any other causes or contingencies from outside.
- The guarantee is non-transferable. Only the first owner is entitled to the guarantee.
- The products are mounted incorrectly.
- Adaptations have taken place concerning the parts.
- In the event of accidents.
- The products were used incorrectly or negligently.
- There was a case of letting, situations of play and competition or commercial use (not applicable in case of ordinary use in child day-care facilities).

A claim under a guarantee must be reported by you, by e-mail to Rambler Restart BV in writing before return shipment of the products.

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If the submitted claim under guarantee is recognised by Rambler Restart BV, the cost of return shipment to you, the costs of replacement and / or repair of the product and the shipment of the (replacing) product, are for the account of Rambler Restart BV.

If the claim under guarantee is not valid, Rambler Restart BV is not obliged to repair the product or to accept any costs. Rambler Restart BV therefore will then return the product in an unaltered state to you for your account and risk, unless it was agreed otherwise in writing.

16 Complaints

Complaints concerning failure of the purchased products and / or any other complaints should be submitted by you as soon as possible, but no later than 2 month after discovery of such failure.

After receiving a written complaint Rambler Restart BV will within 5 working days take contact with you to report how the handling of the complaint will proceed and what it will involve. Rambler Restart BV strives to deal with every complaint as soon as possible but no later than 30 working days after receipt.

The purchaser must, as the occasion arises, without delay allow Rambler Restart BV to repair any defects.

17 Repair / Maintenance

In de manual of the Walking Wagons you will find maintenance schedules. You can do the maintenance by your self or ask a bicycle shop.

Rambler Restart BV is not responsible for repair or maintenance of your products if there in no guarantee.

18 Disclaimer

Rambler Restart BV exercised great care composing our information and also www.rambler.nl. Nevertheless Rambler Restart BV can not guarantee the correctness and completeness concerning the nature and contents of the information. Rambler Restart BV can not be held liable for deviation in prices, pictures and texts and for the consequences of use of these. Rambler Restart BV retains the right to alter the contents of this site at all times. For the websites of third parties referred to in this website, Rambler Restart BV can not be held liable for the contents, nor for damage resulting from the use of these.

19 Copyright

All data in our information and websites are subject to intellectual and property rights that are wholly owned by Rambler Restart BV. This information is intended for use by our clients. It is not permitted to copy texts and pictures and any other matters subject to copyright in whole or in part without explicit preceding permission in writing by Rambler Restart BV.

General conditions**20 Privacy**

Your personal data are used for a prudent processing of your purchases and to inform you about new products or other things about Rambler Restart BV. We never make your personal data available to third parties.

The personal data that are processed are the data you completed yourself by placing an order. These data are processed and archived. Only if you yield permission these data are included in the mailing file of Rambler Restart BV.

Rambler en Walking Wagon are trade names of Rambler Restart B.V.

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