

Article 1 – Definitions

1. The following definitions apply in these general terms and conditions of sale:

“Customer” Any party that enters into or has entered into an agreement with WeBuyApples whereby WeBuyApples undertakes to deliver goods and / or services to this party;

“BW” the Dutch Civil Code (in Dutch: 'Burgerlijk Wetboek');

“Consumer” a Customer who is a natural person and who acts for purposes outside his business or professional activities;

“Party” a Customer or WeBuyApples;

“Conditions” these general terms and conditions of sale, as provided in writing by WeBuyApples to the Customer at or prior to the conclusion of the agreement;

“WeBuyApples” WeBuyApples B.V., an entity incorporated under the laws of the Netherlands, established in Amsterdam and registered in the Trade Register of the Chamber of Commerce under number 81731167.

Article 2 - Applicability

1. These Conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of WeBuyApples.
2. Deviations from or additions to these Terms and Conditions as well as general terms and conditions of a Customer or third parties are explicitly rejected and their application, however described, is expressly excluded.
3. If the content of an agreement deviates from the content of these Terms and Conditions, the content of the agreement will prevail.

Article 3 - Establishment of the Agreement

1. Offers and quotations from WeBuyApples are without obligation, unless explicitly stated otherwise therein.
2. An offer or quotation is valid for a maximum of 48 hours from the time of dispatch, unless a different acceptance period is stated in the offer or quotation.
3. If the Customer does not accept an offer or quotation within the applicable term, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeat orders, unless the Parties have agreed explicitly and in writing
5. Upon acceptance of a non-binding quotation or offer, WeBuyApples reserves the right to withdraw the quotation or offer at any time, without the Customer being able to derive any rights therefrom.
6. Verbal acceptance of the Customer only binds WeBuyApples after the Customer has confirmed this in writing or electronically.
7. Every quotation or offer from WeBuyApples is subject to the suspensive condition that WeBuyApples can purchase the products under more favorable conditions than described in the quotation or offer.
8. An acceptance of a payment for goods or services delivered by the WeBuyApples does not constitute acceptance of any deviations in the acceptance by the Customer of the quotation or offer from WeBuyApples.
9. WeBuyApples reserves the right to change the non-binding quotation or offer, including the numbers, properties, requirements and specifications of the goods and services.

Article 4 - Prices

1. All prices that WeBuyApples uses are in euros, are exclusive of taxes and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated or agreed otherwise.

2. All prices that WeBuyApples uses for its products or services, on its website or that are otherwise made known, WeBuyApples can change at any time.
3. Increases in the cost prices of products or parts thereof, which WeBuyApples could not foresee at the time of making the offer or the conclusion of the agreement, may give rise to price increases.

Article 5 - Consequences of late payment

1. If and insofar as payment has not been made prior to delivery, if the Customer does not pay within the agreed term, WeBuyApples is entitled to charge an interest of 1% per month from the day that the Customer is in default, whereby part of a month is counted as a whole month. The default takes effect automatically after the agreed payment date has passed.
2. If the Customer is in default, he will also owe WeBuyApples extrajudicial collection costs and any compensation.
3. The collection costs are calculated on the basis of the Decree on compensation for extrajudicial collection costs (in Dutch: 'Besluit vergoeding voor buitengerechtelijke incassokosten').
4. If the Customer does not pay on time, WeBuyApples may suspend its obligations until the Customer has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, seizure or moratorium on the part of the Customer, the claims of WeBuyApples on the Customer are immediately due and payable.
6. If the Customer refuses to cooperate with the performance of the agreement by WeBuyApples, he is still obliged to pay the agreed price to WeBuyApples.

Article 6 – Right of complaint

1. As soon as the Customer is in default, WeBuyApples is entitled to invoke the right of complaint with regard to the unpaid products delivered to the Customer.
2. WeBuyApples invokes the right of complaint by means of a written or electronic notification.
3. As soon as the Customer has been informed of the invoked right of complaint, the Customer must immediately return the products to which this right relates to WeBuyApples, unless the Parties make other agreements about this.
4. The costs for the return or return of the products are for the account of the Customer.

Article 7 - Suspension

1. Unless the Customer is a Consumer, the Customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Article 8 - Withdrawal

1. A Consumer can cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:
 - the product has not been used;
 - it is not a product that has been specially tailored or adapted for the Consumer;
 - the seal is still intact; and
 - the Consumer has not waived his right of withdrawal.

2. The reflection period of 14 days as referred to in paragraph 1 starts on the day after the Consumer has received the last product or part of an order;
3. The Consumer can make his appeal to the right of withdrawal known via we@buyapples.eu.
4. The Consumer is obliged to return the product to WeBuyApples within 14 days after notification of his right of withdrawal, failing which his right of withdrawal will lapse.
5. The costs for return will only be borne by WeBuyApples if the entire order is returned.
6. If the purchase costs and any other costs (such as shipping and return costs) qualify for reimbursement by law, WeBuyApples will refund these costs to the Consumer within 14 days of receipt of the timely appeal to the right of withdrawal, provided that the Consumer has returned the product to WeBuyApples in a timely manner.

Article 9 – Right of retention

1. WeBuyApples can invoke its right of retention and in that case retain products of the Customer until the Customer has paid all outstanding invoices with regard to WeBuyApples, unless the Customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements from which the Customer still owes payments to WeBuyApples.
3. WeBuyApples is never liable for any damage that the Customer may suffer as a result of making use of his right of retention.

Article 10 - Retention of title

1. WeBuyApples remains the owner of all delivered products until the Customer has fully complied with all its payment obligations towards WeBuyApples under any agreement concluded with WeBuyApples, including claims for failure to perform.
2. Until then, WeBuyApples can invoke its retention of title and take back the goods.
3. Before ownership has passed to the Customer, the Customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If WeBuyApples invokes its retention of title, the agreement will be deemed dissolved and WeBuyApples has the right to claim compensation, lost profit and interest.

Article 11 - Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at WeBuyApples, unless the Parties have agreed otherwise.
3. Delivery of products ordered online takes place at the address indicated by the Customer.
4. If the agreed amounts are not paid or not paid on time, WeBuyApples has the right to suspend its obligations until the agreed part has been paid.
5. In case of late payment, there is a default of creditors, with the result that the Customer cannot object to a late delivery against WeBuyApples.

Article 12 - Delivery time

1. The delivery times stated by WeBuyApples are indicative and do not entitle the Customer to dissolution or compensation if they are exceeded, unless the Parties have explicitly agreed otherwise in writing.
2. The delivery time commences after the quotation signed by the Customer to WeBuyApples has been confirmed by WeBuyApples to the Customer in writing or electronically.
3. Exceeding the specified delivery time does not entitle the Customer to compensation or the right to terminate the agreement, unless WeBuyApples cannot deliver within 14 days after being reminded in writing or the Parties have agreed otherwise in this regard.

Article 13 - Actual delivery

1. The Customer must ensure that the actual delivery of the products ordered by him can take place on time.

Article 14 - Transport costs

1. Transport costs are at the expense of the Customer, unless the Parties have agreed otherwise.

Article 15 - Packaging and shipment

1. If the packaging of a delivered product is opened or damaged, the Customer must, before receiving the product, have a note drawn up by the forwarder or delivery person, failing which WeBuyApples cannot be held liable for possible damage.

2. If the Customer himself arranges for the transport of a product, he must report any visible damage to products or the packaging to WeBuyApples prior to transport, in the absence of which WeBuyApples cannot be held liable for any damage.

Article 16 – Retention

1. If the Buyer does not purchase the ordered products until later than the agreed delivery date, the risk of any loss of quality is entirely for the Buyer.
2. Any additional costs as a result of premature or late purchase of products are entirely at the expense of the Buyer.

Article 17 – Guarantee

1. If WeBuyApples and the Customer agree to purchase / sell products that have previously been admitted to the market, WeBuyApples guarantees that the products comply with the agreement, with reference to the Grading model Quality Control as can be found on the website <https://www.webuyapples.eu/pages/grading-model-quality-control>. WeBuyApples makes no warranty of any kind with regard to defects caused by faulty workmanship, construction or materials.
2. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the Customer, as well as when the cause of the defect cannot be clearly determined. Opening a product (for example, unscrewing a telephone) will immediately void all existing warranties.

3. The risk of loss, damage or theft of the products that are the subject of an agreement between the Parties transfers to the Customer at the moment they are legally and / or actually delivered, or at least come under the control of the Customer or from a third party who takes delivery of the product on behalf of the Customer.

Article 18 - Complaints

1. The Customer must examine a product or service provided by WeBuyApples as soon as possible for possible shortcomings.
2. If a delivered product does not meet what the Customer could reasonably expect from the product on the basis of the agreement, the Customer must inform WeBuyApples of this as soon as possible, but in any case within 14 days after receipt of the products. by means of a written or electronic notification as referred to in Article 7:23 first paragraph of the Dutch Civil Code (a notification of non-conformity). If this notification is not received by WeBuyApples within this period, the Customer can no longer rely on the fact that what has been delivered does not comply with the agreement.
3. Contrary to the above provisions, Consumers must notify WeBuyApples of this within 2 months after discovery of the shortcomings.
4. With the notification, the Customer provides a description of the shortcoming that is as detailed as possible, so that WeBuyApples is able to respond adequately.
5. The Customer must demonstrate that the complaint relates to an agreement between the Parties.

6. The provisions of this article apply in full if the Customer is of the opinion that delivered products do not comply with the warranty that WeBuyApples offers, as described in article 17 of these Conditions, in which case the notification will be referred to as a notice of infringement on the guarantees.
7. WeBuyApples will examine the devices or have them investigated, and the Customer will receive written or electronic messages regarding the outcome of the investigation. If and insofar as WeBuyApples acknowledges the shortcoming, WeBuyApples is vested in the shortcoming.

Article 19 – Consequences of non-conformity

1. If the Customer has given a timely notice as described in Article 18 of these Conditions, and WeBuyApples is in breach of the shortcoming, WeBuyApples can, at its own discretion, choose to remedy the defects by:
 - I. exchanging the products;
 - II. partial termination of the agreement;
 - III. granting a reasonable discount, whereby WeBuyApples determines what a reasonable discount is and the Customer can accept this discount. If the Customer does not accept the discount, a discount of 10% on the value of the product will in any case be considered reasonable and will in any case be accepted by the Customer.
2. Contrary to the first paragraph, the Customer has the right to partially dissolve the agreement if a product is clearly broken upon first inspection (demonstrable serious damage and / or the appliance cannot be switched on). This is classified as "dead on arrival".

3. If a delivered product is dead on arrival, the Customer must inform WeBuyApples of this as soon as possible, but in any case within 48 hours after receipt of the products, by means of a written or electronic notification as referred to in Article 7:23 first paragraph of the BW (a notification of non-conformity). If this notification is not received by WeBuyApples within this period, the Customer can no longer rely on the fact that what has been delivered does not comply with the agreement, without prejudice to the rights of the Customer under articles 17, 18 and article 19 first paragraph of these Terms and Conditions.
4. If the product Customer has received is dead on arrival, the notification of non-conformity as described in paragraph 3 above should include:
The malfunction(s) of the product
Picture or video demonstrating the malfunction of the product
Failure to provide the information as requested above within 2 work days will cause your RMA to be denied.
5. If and to the extent an agreement is terminated, the product(s) to be returned must include (when included at delivery): original box, original labels, all included accessories.
6. In case of a (partial) termination, WeBuyApples is not obliged to take back, or refund, devices that were used, or are not sent back in the – as far as reasonably possible – original condition and factory packaging. Further, Customer must comply with the following return conditions:
 - I. Before shipping, please make sure that the settings of the device have been set to factory settings (via 'Settings' > 'General' > 'Reset' > 'Reset All Content and Settings').
 - II. All item(s) you return must be in original condition with original packaging, unused, and undamaged. Otherwise, the RMA will be denied.
 - III. Please make sure that on all iPhones and iPads 'Find my iPhone/iPad' is turned off (via 'Settings' > '[your name]' > 'iCloud').

- IV. All item(s) that have been returned without first requesting RMA approval will be denied.

Article 20 - Indemnity

1. The Customer indemnifies WeBuyApples against all claims from third parties related to the products and / or services delivered by WeBuyApples.

Article 21 - Notice of default

1. The Customer must notify WeBuyApples of notice of default in writing.
2. It is the responsibility of the Customer that a notice of default actually reaches WeBuyApples (on time).

Article 22 - Joint and several liability of the Customer

1. If WeBuyApples enters into an agreement with several Customers, each of them is jointly and severally liable for the full amounts that they owe to WeBuyApples on the basis of that agreement.

Article 23 - Liability of WeBuyApples

1. WeBuyApples is only liable for damage suffered by the Customer if and insofar as such damage is caused by intent or deliberate recklessness.
2. If WeBuyApples is liable for any damage, it is only liable for direct damage arising from or related to the performance of an agreement.
3. WeBuyApples is never liable for indirect damage, such as consequential damage, lost profit, lost savings or damage to third parties.
4. If WeBuyApples is liable, this liability is limited to the (part of the) invoice amount to which the liability relates, less the purchase prices that WeBuyApples has paid its suppliers for the products delivered.

5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot give rise to compensation and / or (partial) dissolution of the agreement and / or suspension of any commitment.

Article 24 – Expiry period

1. Any right of the Customer to compensation from WeBuyApples lapses in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of article 6:89 BW.

Article 25 – Right to dissolution

1. The Customer is not entitled to terminate the agreement, unless the Customer is a Consumer, in which case the statutory regulation as described in 7:21 and 7:22 BW applies.
2. WeBuyApples has the right to dissolve the agreement with the Customer if the Customer does not fully or not timely fulfill his obligations under the agreement, or if WeBuyApples has become aware of circumstances that give him good grounds to fear that the Customer is fulfilling his obligations. will not be able to perform properly.
3. However, WeBuyApples has the right to (partially) dissolve the agreement with the Customer as described in article 19 of these Conditions, if the Customer breaches a timely notification of non-conformity or notification in accordance with articles 17 and 18 of these Conditions. has sent guarantees, and WeBuyApples has acquiesced in the non-conformity or breach of the guarantees.

Article 26 – Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure on the part of WeBuyApples in the fulfillment of any obligation towards the Customer cannot be attributed to WeBuyApples in a situation independent of the will of WeBuyApples, as a result of which the fulfillment of its obligations towards the Customer are wholly or partially prevented or as a result of which the fulfillment of its obligations cannot reasonably be expected from WeBuyApples.
2. The force majeure situation referred to in paragraph 1 also includes - but is not limited to -: a state of emergency; breaches and force majeure of suppliers or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transportation problems, bad weather conditions and work stoppages.
3. If a force majeure situation arises as a result of which WeBuyApples cannot fulfill 1 or more obligations towards the Customer, then those obligations will be suspended until WeBuyApples can meet them again
4. From the moment that a force majeure situation has lasted for at least 30 calendar days, both Parties may dissolve the agreement in writing in whole or in part.
5. WeBuyApples does not owe any (damage) compensation in a force majeure situation, even if it enjoys any advantage as a result of the force majeure situation.

Article 27 – Amendments to the agreement

1. If, after the conclusion of the agreement for its implementation, it appears necessary to amend or supplement its content, the Parties will adjust the agreement accordingly in good time and in mutual consultation.

Article 28 - Change of Conditions

1. WeBuyApples is entitled to change or supplement these Conditions.
2. Changes of minor importance can be made at any time.
3. WeBuyApples will discuss major substantive changes with the Customer as much as possible in advance.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the Terms and Conditions.

Article 29 - Transfer of rights

1. Rights of the Customer under an agreement between the Parties cannot be transferred to third parties without the prior written consent of WeBuyApples, whereby this provision applies as a clause with property law effect (3:83 BW).

Article 30 - Invalidation of one or more provisions

1. The invalidity of one of the provisions of the agreement and / or these Conditions will not affect the validity of the other provisions of the agreement and / or these Conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what WeBuyApples had in mind when drawing up the Terms and Conditions on that point.

Article 31 - Applicable law, Disputes

1. The legal relationships between WeBuyApples and the Supplier are governed by Dutch law, with the exclusion of the Vienna Sales Convention.

2. The competent court in the district of Amsterdam has exclusive jurisdiction to hear all disputes between WeBuyApples and the Customer.