General terms and conditions Worktrainer B.V. established in Harmelen and registered with the Chamber of Commerce under number 64735656.Â

General

All agreements concluded with Worktrainer - sale and delivery of products, orders, service, installation, collection, exchange, repair - are, to the exclusion of the terms and conditions of the counterparty of Worktrainer or the client - hereafter collectively referred to as "buyer", these conditions apply.

Returns

Not satisfied with your purchase? Follow the steps below to successfully return your order/product:

1. You have 14 days, after receiving your order, to report your return request to us.
2. Fill in the return form online and email it to planning@worktrainer.nl.
3. Print out the completed form. Pack your return well, preferably in the original packaging.
4. Stick the form, with the return address clearly visible, on the packaging.
5. Return your products within 14 days of your return notification to the return address. **Please note:Â** The return is not free of charge. You must pay the shipping costs yourself.
6. Once the return is back with us, we will check the product for any damage/missing parts/original packaging. Should the product be damaged or the packaging more damaged than necessary to try the product, we may charge you for the depreciation of the product. So please treat the product with care and make sure it is properly packed when returning it. In case of damage, we will contact you.
7. If the product is received back in good order, we will refund you the original order amount including any shipping costs within 14 days of your return notification. We will contact you about the refund.

Buy on trial

If it is stipulated at the time of purchase that the buyer purchases the product on a trial basis, he has the right to return the product for **14 days after delivery**, with due observance of the following.

1. At the latest on the 14th day after delivery, the buyer must indicate by e-mail retour@worktrainer.nl that he wishes to cancel the purchase and that he wishes to return the product.
2. The product must then be returned within a **maximum of 14 days** in the original packaging, completely complete and undamaged, to Worktrainer, O.V.V. Ordernumber ....., Techniekweg 1a, 3481MK Harmelen, The Netherlands
3. Returning is at the expense and risk of the buyer.
4. If not within the period as referred to in l. of this article it is reported that the purchase is canceled and the product will be returned, the buyer will pay the purchase price in a period of 14 days.

Terms of payment

A payment period of 14 days applies to companies and institutions and individuals must pay in advance. Suspension or settlement is not permitted. If exceeded, Worktrainer is entitled to charge the statutory default interest as well as the extrajudicial collection costs in accordance with the Extrajudicial Collection Costs Reimbursement Decree.

Shipping information

We carefully do our best to deliver the order to you as soon as possible. Orders placed before 3 p.m. on weekdays, we try to ship the same day. However, we are not always able to meet this deadline. Sometimes products are out of stock and then the delivery of your order may take a little longer. On the product page is an indication of the delivery time. Should we for any reason not meet this delivery time, we will of course inform you as soon as possible.

The listed prices do not include shipping costs. Shipping costs and delivery times are shown per product on the product pages. Delivery is via parcel delivery service, i.e. DHL Parcel and DPD parcel service. Generally, delivery will take place the next working day between 9:00 and 18:00. Unfortunately, we cannot guarantee the time of delivery.

Klarna Payment Method
In order to offer you Klarna's payment methods, we might in the checkout pass your personal data in the form of contact and order details to Klarna, in order for Klarna to assess whether you qualify for their payment methods and to tailor those payment methods for you. Your personal data transferred is processed in line with Klarna's own privacy notice.

Retention of title
All products delivered by Worktrainer remain its property until the moment that all invoices have been paid in full. Reselling or giving in security is not permitted as long as the products have not been paid for. Worktrainer has the right, after demand, to recover unpaid products and the buyer will fully cooperate in this.

Delivery / damage
All products sold by Worktrainer will be delivered to the address specified by the buyer and/or will be assembled and adjusted on location. Worktrainer accepts no liability whatsoever for damage - for example to doorposts, walls, stairs and other property or objects - caused or arising during delivery and placement in the space indicated by the buyer, where the products must be assembled and adjusted by Worktrainer.

Guarantee
Worktrainer provides the following guarantee;

1. Sit-Stand desk; 2 to 3 years.
2. Office bicycles including Deskbikes; 12 months.
3. Aeris Swopper; 3 years.

All other products; the guarantee provided by the manufacturer or importer in the EU and as stated and explained on the instructions supplied with the product and / or the packaging.
- The warranty does not apply to wear and tear due to normal use or improper use and will lapse if the buyer himself has manipulated the product.
- The warranty includes replacement of non-functioning parts, or, in the exclusive opinion of Worktrainer, complete replacement of the product.

Complaints
In case of complaints, a consumer must first turn to Worktrainer. If the complaint cannot be resolved by mutual agreement, the consumer must turn to the WebwinkelKeur Foundation (www.webwinkelkeur.nl), which will mediate free of charge. Check iff Worktrainer has a current membership via https://www.webwinkelkeur.nl/leden/. If a solution is still not reached, the consumer has the option of having his complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur, the decision of which is binding and both Worktrainer and the consumer agree to this binding decision. Submitting a dispute to this disputes committee

involves costs that must be paid by the consumer to the relevant committee. It is also possible to report complaints via the European ODR platform (http://ec.europa.eu/odr).

Use and liability

1. The use of the products delivered by Worktrainer is at the sole risk of the buyer or the persons who use the products purchased by the buyer.
2. Any liability for damage arising from the use of the delivered products is excluded. Damage includes, but is not limited to, bodily injury, or any other form of bodily harm, discomfort, injury or injury, including business damage, loss of productivity, financial loss or consequential loss, all in the broadest sense and in whatever form. also originated or called whatever.
3. In the event that Worktrainer proves to be liable, in all cases its liability is limited to that amount that its Business Liability Insurer is obliged to pay out and if no payment will be made, while Worktrainer is liable, the liability will never amount to more than the purchase price paid by the buyer.
4. Liability for damage as a result of intent or gross negligence on the part of Worktrainer or its employees or assistants engaged by it is excluded.
5. The products supplied are not covered by the Medical Devices Directive, Class 1.
6. Users must be assisted and advised by a doctor or physical therapist in the event of illness, disability, injuries, discomfort or health problems.
7. The buyer must indemnify Worktrainer against claims relating to the use by third partiesÂ

Applicable law and competent court

All agreements with the counterparty of Worktrainer are governed by Dutch law. The competent court is the court in the Central Court of the Netherlands, unless Worktrainer chooses to start proceedings before the court of the buyer's place of residence.