

# Terms and Conditions E.S.K.V. Odin

## Article 1 – Definitions

In these terms and conditions with with these terms is meant:

1. **Seller:** Eindhovense Studenten Krachtsport Vereniging Odin (E.S.K.V. Odin);
2. **Buyer:** those who want to use the services offered by E.S.K.V. Odin on its websites;
3. **Members:** members of E.S.K.V. Odin;
4. **Day:** every day of the week (calendar day);
5. **Workday:** one of the following days: monday, tuesday, wednesday, thursday or friday;
6. **Product:** an activity or gadget offered on the websites of seller;
7. **Description:** all the text belonging to a product on the page where the product can be ordered. Form and size are dependant of the website in question;
8. **Activity:** an activity organised by E.S.K.V. Odin or Stichting E.S.K.V. Odin for the members and in certain cases non-members who qualify according to the product description;
9. **Gadget:** a garment, office supply or accessory with the logo of E.S.K.V. Odin printed on it;
10. **Agreement made over a digital medium:** agreement made over the websites of seller.
11. **Executive Committee:** the Chamber of Commerce authorized representatives of E.S.K.V. Odin, who are also the the Chamber of Commerce authorized representatives are for Stichting E.S.K.V. Odin;
12. **Websites:** the websites of E.S.K.V. Odin, namely:
  1. eskvodin.nl

## Article 2 – Applicability

1. These terms and conditions are applicable on the websites;
2. These terms and conditions are applicable on every offer of seller concerning the products on the websites as named in article 1, provision 12 and every agreement between seller and buyer on these websites;
3. In case one or more provisions of these terms and conditions are partially or totally removed or voided at any moment, then rest of the agreement and these terms and conditions remains in place and the provision(s) in question will be replaced with a provision after mutual consultation which approximates the scope of the original as much as possible;
4. Situations which are not covered in these terms and conditions, are to be reviewed 'in the spirit' of these terms and conditions.
5. Unclarities about the explanation or content of one or more of the provisions of our terms and conditions, are to be explained 'in the spirit' of these terms and conditions.

## Article 3 – Offerings

1. The products offered on the websites of seller are offered without obligation;
2. All pictures used in the offerings are just for indication and can not be a cause for damages or termination of the agreement;
3. Pictures showed with products are a truthful display of the offered products. Seller can not guarantee that the shows colors match exactly with the real colors of the products.

## Article 4 – Agreement

1. The agreement is made over a digital medium at the moment of acceptance of the offering by the buyer and if it complies with the following conditions;
2. If the buyer has accepted the offering via a digital medium, seller sends without delay a confirmation via a digital medium confirming seller received of the acceptance of the offering.
3. In a product description it can be stated that the buyer has to pay an allowance if he is not member. This allowance needs to be paid:
  1. At the moment of delivery;
  2. At a moment between the making of the agreement and the delivery, initiated by E.S.K.V. Odin; or
  3. At the moment of the collection of the regular obligations of buyer, when the payment happens after delivery, whether via an automatic collection or not.

## Article 5 – Allowance

In the description of a product it can be stated that non-members are due an allowance which has to be paid at the moment of delivery or, in case of an automatic collection, is collected together with the base price. The allowance is in any case due when the buyer can not prove to be a member of E.S.K.V. Odin at the moment of delivery, and membership is also not confirmed by the member registration system.

## Article 6 - Delivery

1. Delivery of the different kinds of products happens in the following ways:
  1. Activities are delivered at the date, time and location stated in the product description on the websites of seller and/or in the correspondence from E.S.K.V. Odin to the buyer.
  2. Gadgets are delivered at the office of E.S.K.V. Odin; and
  3. If offered for the product, shipping via a delivery company.
2. The delivery term of gadgets and summaries are stated on the product page. No rights can be derived from the stated term.

## Article 7 – Termination by buyer

1. Buyer can terminate the agreement without cost in the following cases:
  1. In case buyer indicates that he/she wants to terminate the agreement at the moment of delivery of the summary or gadget (without reason);
  2. In case buyer unregisters from an activity at least two (2) weeks before the activity delivery, except when a more favorable term is mentioned to buyer in correspondence from E.S.K.V. Odin to buyer;
  3. In other cases in consultation with the Executive Committee.
2. Buyer can terminate the agreement in the following cases:
  1. In case the delivery was made by a delivery company, the buyer ships the product(s) back in 14 days after delivery by the delivery company, the products are in a state

that they could be sold again and notifies E.S.K.V. Odin of the returning of the products. E.S.K.V. Odin will refund the payment of buyer within 21 days of the moment the returned products are received.

2. In other cases in consultation with the Executive Committee.
3. The agreement is irreversible if:
  1. The product was delivered at the office of E.S.K.V. Odin; or
  2. The return term of 14 days after delivery by delivery company has passed.

## Article 8 – Termination by seller

1. Seller maintains the rights to partially or fully terminate every agreement concerning activities, summaries or gadgets at every moment before delivery when:
  1. A product is offered exclusively to members and buyer is not a member;
  2. A product is offered to members and non-members, where non-members are due an allowance, and a non-member buyer can not or does not want to pay it; or
  3. Buyer is on one of the lists meant in article 9 and participation to an activity is denied by seller based on that.
2. When buyer in one agreement multiple products buys from seller and that agreement is partially terminated according to provision 1, then the agreement maintains for the other product if there are any.

## Article 9 – Grey list and Blacklist

1. The Executive Committee maintains a grey list;
2. On the grey list are those who have reduced priority for the awarding of tickets for activities. A person gets on the grey list by being absent at least once without authorisation as meant in provision 3.
3. A person is absent without authorisation when he/she is absent from an activity without giving a valid reason according to the Executive Committee where he/she registered for but did not unregister as meant in article 7, provision 1;
4. The Executive Committee maintains a blacklist;
5. On the blacklist are those who are banned from taking part in activities. A person gets on the black list by being absent at least thrice without authorisation as meant in provision 3;
6. Absence without authorisation is forgiven and/or placement on the grey list or blacklist removed in consultation with the Executive Committee.

## Article 10 – Disputes

1. On the agreements to which these terms and conditions apply, only Dutch law applies;
2. From this agreement can only be deviated, with consent of buyer and seller, in writing;
3. The subdistrict court of Eindhoven is qualified to judge disputes between seller and buyer.
4. When the English terms and conditions conflict with the Dutch Gebruiksvoorwaarden, the Dutch version is definitive.