# General Terms and Conditions

# Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. **Supplementary agreement**: an agreement in which a Consumer obtains products, digital content and/or services via a Distance Contract, and Elho or a third party delivers these products, digital content and/or services in accordance with an agreement between that third party and Elho;
2. **Return period**: the period within which a Consumer return the Products;
3. **Consumer**: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
4. **Day**: calendar day;
5. **Durable medium**: every means - including emails - that enables a Consumer or Elho to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
6. **Elho**: the company Elho B.V. with its registered address at Atlasstraat 11, 5047 RG Tilburg, the Netherlands and who offers products, (access to) digital content and/or services to Consumers from a distance;
7. **Distance Contract**: a contract concluded between Elho and a Consumer at a distance, including via the online ecommerce shop operated by Elho;
8. **Site**: means the website [www.elho.com](http://www.elho.com) operated by Elho and on which the Products can be purchased.
9. **Products**:means the goods made available by Elho from time to time for purchase via the Site.

# Article 2 - Identity of Elho

Name: Elho B.V.

 Registered address: Atlasstraat 11, 5047 RG Tilburg, the Netherlands

Telephone number and time(s) at which Elho can be contacted by telephone: +31 (0)13 751 57 50 available from Monday till Friday from 08:30 till 17:00 CET.

Email address: contact@elho.com

VAT identification number: NL00330668B01

# Article 3 - Applicability

1. These general terms and conditions apply to every offer made by Elho and to every Distance Contract that has been realized between Elho and a Consumer.
2. Any Distance Contract entered into between Elho and the Consumer is subject to these terms and conditions which shall be made available to the Consumer prior to the conclusion of the Distance Contract. Purchase of any of the products offered on the Site is subject to these terms and by placing an order for any Product the Consumer agrees to be bound by them. The Consumer should print a copy of these terms for future reference.
3. Use of the Site itself is subject to these general terms and conditions Use of the Consumer's personal information submitted to or via the Site is governed by the [Privacy and Cookies Policy](https://www.elho.com/en/privacy-statement/).
4. Elho reserves the right to change these terms from time to time by changing them on the Site, although no such change will affect any order already placed. These terms were last updated in September 2021.

# Article 4 - Placing an Order and the creation of the Contract

1. Products may be ordered by clicking on the items the Consumer wishes to purchase and then following the prompts that will appear on-screen. The Consumer may check and correct any input errors in the order up until the point at the order is submitted by clicking the "Pay Now" button.
2. After placing an order, the Consumer will receive an acknowledgment from Elho that the order has been received. Please note that this does not mean that the order has been accepted. The order constitutes an offer by Elho to buy the Product(s) ordered. All orders are subject to acceptance by Elho. Elho is not obliged to accept the order and Elho at its discretion, may decline to accept any order. The Consumer should, however, acknowledge that by clicking on the "Pay Now" button, the Consumer enters into an obligation to pay for the Product(s). Where the order is accepted, Elho will confirm such acceptance by sending a confirmation that the order has been dispatched (**Order Confirmation**). The contract between Elho and Consumer in relation to the Product(s) ordered (**Contract**) will only be formed when the Order Confirmation is sent. After entering into the Contract, Elho will be under a legal duty to supply the Consumer with goods that are in conformity with the Contract.
3. The Contract will relate only to the Product(s) which have been confirmed in the Order Confirmation. Elho will not be obliged to supply any other Product(s) which may have been part of the order until such Product(s) have been confirmed in a separate Order Confirmation.
4. If any offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly set out on the Site.
5. The Order Confirmation shall contain a complete and accurate description of the Products being sold.
6. If Elho makes use of illustrations on the Site, these will be a materially true representation of the Products and/or services being offered.
7. Every Order Confirmation contains information that makes it clear to the Consumer what rights and obligations are related to the Contract.

# Article 5 - Delivery and Risk

1. The order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 5 working days after the date of the Order Confirmation, unless there are exceptional circumstances.
2. The order will be delivered to the delivery address within England, Scotland and Wales which is specified by the Consumer when placing the order.
3. If the delivery address is geographically remote, for example certain outlying islands or other isolated locations, it is possible that Elho may not be able to deliver there. If that is the case, the Consumer will be notified. Orders cannot be delivered to PO Box or similar addresses.
4. The Product(s) will be at the Consumer's risk from the time of delivery. Ownership of the Product(s) will also pass on delivery.

# Article 6 - Returns

1. A Consumer has the right to return the Product(s) within 100 days after the order (in its entirety) is delivered.
2. Elho is allowed to ask a Consumer for the reasons for return, but the Consumer is under no obligation to state his/her reason(s).
3. During the Return period set out in article 6(1), the Consumer shall treat the Product(s) and its packaging with care. The Product may only be unpacked or used in as far as necessary to assess the nature, characteristics and efficacy of the Product. The Consumer may only handle and inspect the Product in the same way that he would be physically allowed in a shop.
4. If the Product is decreased in value as a result of the Consumer's handling/use/storage of the Product during the Return period, Elho is entitled to deduct the decreased value from the refund.
5. As quickly as possible, but no later than 14 days after the day of reporting, the Consumer shall return the Product. The Consumer will in any case have complied with the time for returning the Products if the Products are sent back before the Return period has lapsed.
6. The Consumer should return the Product with all relevant accessories, and as far as reasonably possible in its original state and packaging, and in accordance with any instructions provided by Elho.
7. The risk and the burden of proof for returning the Product(s) correctly and in time rest upon the Consumer.
8. Elho shall refund the Consumer immediately with all payments (subject to any deduction which Elho may make in accordance with article 6(4)), including any delivery costs in case the whole order is returned, though at the latest within 14 days after the returned products has been received by Elho.
9. For any refund, Elho will use the same payment method that was initially used by the Consumer, unless the Consumer agrees to another method. Refunds are free of charge for the Consumer.
10. If the Consumer chose a more expensive method of delivery in preference to the cheapest standard delivery, Elho does not have to refund the additional costs of the more expensive method.

# Article 7 - The price

1. The price of Products is as quoted on the Site from time to time.
2. Prices include VAT but exclude delivery costs, which will be added (at the cost shown) to the total amount due.
3. Prices and delivery costs are liable to change at any time, but changes will not affect orders in respect of which Elho has already sent the Consumer an Order Confirmation.
4. The Site contains a large number of Products and it is always possible that, despite best efforts, some of the Products listed on the Site may be incorrectly priced. Elho will normally verify prices as part of the dispatch procedures so that, where a Product's correct price is less than the stated price, Elho will charge the Consumer the lower amount. If a Product’s correct price is higher than the price stated on the Site, Elho will normally, at its discretion, either contact the Consumer for instructions before dispatching the Product, or reject order and notify the Consumer of such rejection.
5. Payment for all orders must be made by credit or debit card on the checkout page.
6. Online payment transactions are subject to validation checks by the relevant card issuer and Elho is not responsible if the card issuer declines to authorize payment for any reason. Please note, it is possible that the card issuer may charge an online handling fee or processing fee. Elho is not responsible for this.
7. From time to time Elho may run promotions and issue discount codes. These can be used in part-payment of the price of Product(s) ordered online, subject to the terms under which they were issued (as indicated in the relevant promotion). Discount codes can only be used once, and only during the period of validity stated and only in respect of the relevant Product(s) stated. Discount codes cannot be redeemed for cash.

# Article 8 - Faulty Products and Product Information

# If any Product is damaged or faulty when delivered or has developed a fault, the Consumer may have one or more legal remedies available to it, depending on when the Consumer makes Elho aware of the problem, in accordance with the Consumer's legal rights. The Consumer should inform Elho as soon as possible, preferably in writing. Nothing in this section affects the Consumer's legal rights

# Elho will take reasonable steps to depict Products as accurately as possible through the photographs and other images featured on the Site, the detailing (such as colour, pattern and texture, etc.) seen on-screen will depend on the Consumer's monitor and, as such, may not exactly reflect the actual detailing of a Product when received.

# Article 9 - Disputes

1. These terms shall be governed by English law, except that if the Consumer lives in Scotland or Northern Ireland, there may be certain mandatory applicable laws of the Consumer's country which apply for the Consumer's benefit and protection in addition to or instead of certain provisions of English law.
2. Any dispute between the Consumer and Elho regarding these terms or any Contract will only be dealt with by the English courts, except that if the Consumer lives in Scotland or Northern Ireland, the Consumer can choose to bring legal proceedings either in the Consumer's country or in England, but if Elho brings legal proceedings, it may only do so in the Consumer's country.

# Article 10 - Contact Elho

Questions about these terms and conditions or query or complaint about the Site or any of the Products can be submitted to Elho by email to contact@elho.com, by telephone on +31 (0)13 751 57 50 between the hours of 8:30 to 17:00 CET, Monday to Friday or write to us at: Elho B.V., Atlasstraat 11, 5047 RG Tilburg, the Netherlands.