

General Terms and Conditions MarGe Models B.V.

1. Definitions and general remarks:

- 1.1. Caution: Our models are not a toy. Not suitable for children under 14 years of age due to small parts.
- 1.1. MarGe Models B.V. deals with great care with your orders.
- 1.2. Even though MarGe Models B.V. devotes great care to the contents of these conditions they exclude all liability regarding the offered information and regarding the effects of possible errors as well.
- 1.3. Productnames, brandnames and all graphic material used on this website belong to the legal providers of these materials.
- 1.4. In placing an order you accept these Terms and Conditions.
- 1.5. Following Terms and Conditions apply to all offers, orders and deals of MarGe Models B.V..
- 1.6. The agreement is made legal when you have received the confirmation of you order from MarGe Models B.V..

2. Liability

Limitation of Liability

- 2.1 The liability of MarGe Models B.V. for direct damage is limited to the amount paid out by the insurance of MarGe Models B.V. If the insurance does not pay out, the liability is limited to the invoice amount of the relevant delivery.
- 2.2 MarGe Models B.V. is not liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.

3. Exclusion of Liability

- 3.1 MarGe Models B.V. is not liable for damage caused by incorrect use of the delivered scale models.
- 3.2 MarGe Models B.V. is not liable for damage caused by incorrect or incomplete information provided by the customer.

4. Force Majeure

- 4.1 MarGe Models B.V. is not liable for any damage resulting from force majeure. Force majeure is understood to mean any circumstance beyond the control of MarGe Models B.V. that temporarily or permanently prevents the fulfilment of the agreement.

5. Complaints and Disputes

- 5.1 Complaints about the delivered scale models must be reported in writing within 7 days of receipt.
- 5.2 Disputes are preferably resolved by mutual agreement. If this is not possible, disputes will be submitted to the competent court in the district where MarGe Models B.V. is established.

6. Ordering and payment

- 6.1. When ordering please use the online order form or contact us by e-mail (info@margemodels.com).
- 6.2. Ordering can only take place using the itemnumber/code.
- 6.3. The forms of payment we accept are:
 - * "payment by bank"
 - * "cash" (only at events and at our company)
 - * "Paypal" (when you use Paypal an additional 4% of the total amount will be charged).
- 6.4. None of the prices shown on this website or in any of our adverts include postage. Postage is extra and charged at cost. If you have any questions please contact us.
- 6.5. MarGe Models B.V. reserves the right to improve and amend the website without notice.

6.6. MarGe Models B.V. does not sell toys for children and will not take responsibility in case a child under 14 years misuses one of our products.

6.7. Prices charged shall be those current at the time of ordering. VAT has been added to all of the prices on the website. MarGe Models B.V. reserves the right to modify or change specification, or withdraw any item without prior notice.

6.8. All orders need to be paid for in advance. Exceptions will be made only after approval of MarGe Models B.V..

6.9. When you have permission to pay afterwards you are obliged to pay before a certain date set by MarGe Models B.V.. If you exceed this deadline MarGe Models B.V. is entitled to charge you € 10,-- administration costs.

6.10. If after the reminder you don't pay your bill completely or too late, MarGe Models B.V. is entitled to charge you the legal collection costs. You also will be held responsible for all legal costs.

7. Delivery

7.1. Goods will only be shipped upon cleared funds as long as the items are available. Whilst every effort is made to dispatch complete orders, this is not always possible. Any outstanding items will be automatically placed on backorder and dispatched when the items are available. If any item is not required to be placed on backorder this must be specified at the time of placing the order.

7.2. When any item, placed in backorder, appears undeliverable, through no fault of MarGe Models B.V. the agreement is no longer binding.

7.3. Most orders are shipped out within 48-96 hours but please allow 30days for shipment. If MarGe Models B.V. exceeds 30 days the customer has the right to dissolve the agreement by email.

7.4. As soon as the order leaves our warehouse it is your responsibility and liability.

7.5. The following countries are excluded from delivery of MarGe Models B.V. products:

Cuba, Russia, Israel, Iran, North Korea, Iraq, Sudan, Afghanistan, Angola, Cambodia, Haiti, Laos, Libya, Myanmar (Burma), Saipan (Northern Mariana Islands), Sierra Leone and Syria.

7.6. MarGe Models B.V. will ship items at the most profitable rate, unless you request otherwise. Please inform us at ordering.

7.7. MarGe Models B.V. is entitled to split your order in case you order a large quantity.

7.8. The customer is obliged to check the delivery to see if the delivered goods match his order. If the customer notices something that is wrong he/she has to send an email to: info@margemodels.com within 2 working days.

MarGe Models B.V. will respond within 3 working days to any complaint or incorrect delivery.

8. Claims

8.1. No responsibility of any kind whatsoever is accepted for non-delivery, late delivery or an unchecked delivery caused by circumstances beyond MarGe Models B.V.'s control.

8.2. No responsibility of any kind whatsoever is accepted for misunderstandings, damaging, delay or any other error caused by the type of communication.

9. Returns

9.1. MarGe Models B.V. will replace, exchange or fully refund any item supplied which is damaged on arrival, when it is very probably an issue which occurred during production.

9.2. The refund can never exceed the total order amount.

9.3. Under the consumer protection (distance selling) regulations MarGe Models B.V. is required by law to offer a cooling off period of seven working days from the date of your receipt of your ordered goods, therefore should you receive your order and decide some or all of it is not suited to your needs, you may return it for a full refund or exchange, however the following conditions must be met:

1. The item/s must be unopened and in a re-saleable condition.

2. You must notify MarGe Models B.V. by email at your earliest convenience and confirm in writing by letter (in any case no more than seven working days after receipt of your goods) that you wish to return them, where upon you will be given instructions on where to return them to.

3. Return postage costs are at your expense.

9.4. MarGe Models B.V. is entitled to refuse returned items or to refund only partially when they have the presumption that the product was opened, used or mistreated by the customer.

10. Personal data

10.1. Personal data MarGe Models B.V. receives from its clients will be entered in a file. These data will solely be used to process the customers order and to keep the customer informed about relevant developments.

10.2. These data will never be sold to third parties.

11. Jurisdiction

11.1. All rights, obligations, offers, orders and agreements which these terms and conditions apply to and also these Terms and Conditions are subject to the Dutch jurisdiction.

11.2. All disagreements will exclusively be laid before the thereto authorized judge in The Netherlands.