

General Terms and Conditions of Sale RelexZ B.V.

Article 1: Definitions

1.1 In these general terms and conditions, the following terms shall have the following meanings:

- RelexZ B.V.: The seller, based in the Netherlands, Chamber of Commerce number: [to be filled in].
- Customer: Any natural person or legal entity entering into an agreement with RelexZ B.V.
- Product: The iCocoon massage chair.
- Agreement: Any agreement concluded between RelexZ B.V. and the Customer, including all related documents.

Article 2: Applicability

2.1 These general terms and conditions apply to all offers, agreements, and deliveries of RelexZ B.V., unless otherwise agreed in writing.

2.2 Deviations from these terms are only valid if agreed upon in writing.

Article 3: Offers and Agreements

3.1 All offers from RelexZ B.V. are non-binding and subject to availability.

3.2 An agreement is concluded once RelexZ B.V. has provided a written confirmation of the order to the Customer.

3.3 RelexZ B.V. reserves the right to refuse orders without stating reasons.

Article 4: Payment

4.1 Payment depends on the availability of the product:

- Products imported from Japan:
 - 50% of the total purchase amount must be paid no later than one week before shipment from Japan.
 - The remaining 50% must be paid no later than one week before delivery to the Customer.
- Products in stock in the Netherlands:
 - The full amount of 100% must be paid before shipment.
- Pre-orders:
 - For pre-orders (when the chair has not yet entered production), a 50% down payment is required.
 - RelexZ B.V. reserves the right to adjust the delivery date in case of delays from Japan without liability.
 - The Customer is not entitled to free cancellation due to delays.

4.2 Customers are clearly informed at the time of ordering about the stock status and expected delivery time to ensure they know whether the chair is immediately available or imported from Japan.

4.3 RelexZ B.V. will not start production in Japan until the 50% down payment has been received.

4.4 Payment must be made via bank transfer to the bank account designated by RelexZ B.V.

4.5 The Customer must have paid the full purchase amount before RelexZ B.V. proceeds with shipment.

Article 5: Delivery

5.1 Delivery takes place at the address specified by the Customer within Europe. 5.2 The delivery period depends on the availability of the Product and can vary from direct delivery to a maximum period of 4.5 months. 5.3 RelexZ B.V. is not liable for delays resulting from force majeure, such as production or transportation delays from Japan.

Article 6: Warranty

6.1 RelexZ B.V. provides a warranty on manufacturing defects and technical faults, in accordance with the supplier's warranty conditions.

6.2 If a defect occurs under warranty, repair and potential transportation costs will be covered by RelexZ B.V.

6.3 Warranties do not apply to damage caused by improper use or normal wear and tear.

6.4 The Customer is required to use the iCocoon massage chair in accordance with the provided instructions. Damage due to improper use is not covered by the warranty. If the Customer fails to install the chair correctly and causes damage, they are liable for the damage.

6.5 Damage to the massage chair caused by negligence, improper use, accidents such as water damage, falls, or other external abuse is not covered by the warranty.

6.6 Warranty claims will only be honored if the defect is due to a manufacturing or technical fault, as determined by RelexZ B.V. or a certified repairer.

6.7 If the Customer transports the chair themselves or uses a third party for transportation, RelexZ B.V. is not responsible for damage occurring during transportation.

6.8 Customers can contact RelexZ B.V. for assistance with the installation of the massage chair.

Article 7: Returns and Cancellation

7.1 Consumers have the right to revoke their purchase within 14 days of receipt, provided the product is unused and in its original packaging. This right does not apply to business customers.

7.2 Returns are not possible if the product is personalized or specially ordered.

7.3 If there is a technical defect covered by the warranty, RelexZ B.V. will ensure repair or replacement.

7.4 Orders can be canceled up to 14 days after placement, provided production has not yet started.

7.5 If an order is canceled beyond the allowed period, RelexZ B.V. is entitled to charge 20% of the purchase price as cancellation costs.

Article 8: Liability

8.1 The liability of RelexZ B.V. is limited to the purchase price of the Product.

8.2 RelexZ B.V. is not liable for indirect damages such as lost profits or consequential damages.

8.3 RelexZ B.V. is not liable for delays or defects caused by force majeure.

Article 9: Complaints Procedure

9.1 Complaints about delivered Products must be submitted in writing via info@relexz.nl.

9.2 RelexZ B.V. will handle complaints within 14 days and aims to resolve them within 30 days.

Article 10: Privacy and Data Protection

10.1 RelexZ B.V. processes personal data in accordance with the General Data Protection Regulation (GDPR). Personal data is only used for order processing and service provision.

10.2 More information on how RelexZ B.V. handles personal data can be found in the privacy statement on [website].

Article 11: Force Majeure

11.1 Force majeure includes circumstances beyond the control of RelexZ B.V., such as natural disasters, pandemics, war, strikes, and transportation delays.

11.2 In case of force majeure, RelexZ B.V. has the right to suspend delivery or dissolve the agreement without obligation to pay compensation.

Article 12: Retention of Title

12.1 All delivered Products remain the property of RelexZ B.V. until the Customer has fully met all payment obligations.

12.2 The Customer is not entitled to sell, pledge, or encumber the Products before full payment.

Article 13: Surcharges and Taxes

13.1 All prices stated by RelexZ B.V. are exclusive of VAT unless otherwise indicated.

13.2 Any import duties, customs fees, or local taxes are borne by the Customer.

13.3 The Customer pays the full purchase price to RelexZ B.V.; additional import costs are not included and are the responsibility of the Customer.

Article 14: Transport Damage

14.1 If the Product is damaged during transport arranged by RelexZ B.V., RelexZ B.V. is responsible for delivering a new Product, which may take up to 4.5 months.

14.2 The Customer does not incur extra costs for a replacement Product in case of transport damage, provided the transport was arranged by RelexZ B.V.

14.3 If the Customer arranges transport, RelexZ B.V. is not liable for transport damage.

14.4 The Customer must inspect the Product upon delivery and report any damage in writing within 72 hours.

Article 15: Governing Law and Jurisdiction

15.1 All agreements and disputes between RelexZ B.V. and the Customer are exclusively governed by Dutch law.

15.2 Disputes shall be submitted to the competent court in the Netherlands.

Article 16: Miscellaneous

16.1 If any provision is found invalid or unenforceable, the remaining provisions remain in effect.

16.2 RelexZ B.V. reserves the right to amend these **terms**.

RelexZ B.V.

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