

## General Terms and Purchasing Conditions

These terms and conditions apply to all orders and purchases made through Railcolorshop, which is available on [www.railcolorshop.com](http://www.railcolorshop.com) and all subpages to the website. Railcolorshop is property of Railcolor Railway Report, a trade name of Ziemon Identity Design. By ordering from the Website, you agree that these conditions apply between you and Ziemon Identity Design (NL.147891292.B.01 / Chamber of Commerce: Eindhoven no. 172.33.166). This page, together with the documents referred, tells you the terms and conditions for which Railcolorshop supplies any of the products listed on the Website and the terms for which you may use our Website. Please read these terms and conditions carefully before using and ordering any products from our Website. By ordering any of our products you hereby agree to be bound by these terms and conditions.

### 0. Product information

0.1 We do our best to make sure that all of the content on our site is correct. However, as we are only human, we reserve the right that unintentional errors may occur. Colors on your computer screen are not always 100 % accurate.

#### 0.2 Railcolorshop

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Railcolorshop or its content suppliers and protected by international copyright laws. This site or any portion of it may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the expressed written consent of Railcolorshop.

### 1. How the contract is formed between you and Railcolorshop

1.1 After placing an order you will receive an e-mail from Railcolorshop acknowledging that we have received your order. This does not mean that your order has been accepted. Placing an order only constitutes an offer to Railcolorshop to buy a product.

1.2 All orders are subject to acceptance by Railcolorshop and are subject to availability. Railcolorshop reserves the right to change its stock availability on the site and to remove items from the product range before a purchase has been registered. Acceptance of an order will be confirmed via e-mail that confirms that the product has been dispatched.

1.3 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

1.4 Only Customers with a valid residential address may place orders in this webshop. In the event that Railcolorshop is unable to determine your residential address your order will not be valid. Railcolorshop claims the right in individual cases, to refuse orders.

### 2. Delivery and Shipping Charges

2.1 We will attempt to fulfill your order within a reasonable time of the date of the Dispatch Confirmation. Delivery dates are not guaranteed and delays may occur.

### 3. Unclaimed packages

3.1 If an shipment is returned due to an incorrect address, Railcolorshop will charge shipping

costs related to the order.

#### 4. Price and payment

4.1 The price of any Products will be as displayed on our website. The prices are in EURO. Unless otherwise stated, these prices do not include delivery costs, which will be added to the total amount due.

4.2 In terms of payment, we accept: Paypal, iDeal (Dutch online payment platform). Both transaction types are facilitated by Ogone. (<http://www.ogone.com>).

4.3 All prices include Dutch VAT at 21%. All countries within the European Union are shipped on a Delivery Duty Paid (DDP) basis, which means that taxes and duties are included in the price at checkout. Countries outside the European Union are shipped on a Delivery Duty Unpaid (DDU) basis, which means that the prices displayed are exclusive of all taxes and duties, as well as Dutch VAT. International orders are subject to and may incur taxes and duties as determined by the customs agency within the destination country. Payment of any duties and taxes is the responsibility of the recipient. Occasionally this may be listed as an additional postage fee. We apologize for any inconvenience this may cause, however Railcolorshop has no control over such fees.

4.4 Price changes: Railcolorshop reserves the right to change prices. Prices at the time of placing an order are valid throughout the buying process. At times where software or human errors for instance list products with an obvious faulty price, Railcolorshop reserves the rights to cancel the order-notifications will be given.

4.5 It is always possible that, despite our best efforts, some of the Products listed on our website may be incorrectly priced. Railcolorshop verifies all prices as part of our dispatch procedures so that, if a Product's correct price is lower than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our website, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

4.6 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mispricing.

#### 5. Distance Selling Regulations

5.1 You reserve the right to return an order any time within 14 business days, beginning the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with Clause 6.

5.2 To cancel an order, you must inform Railcolorshop in writing (send to [railcolorshop@gmail.com](mailto:railcolorshop@gmail.com)). You must also return the Product(s) to Railcolorshop immediately, in the same condition in which you received them, and at your own cost and risk. You must not remove any of the security or other tags from the Product. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

#### 6. Returns and Refunds

##### 14 Days Return Policy:

6.1 Railcolorshop offers a refund on most purchases if returned in the condition in which they were sold within 14 days beginning on the day after you received the Products. The refund is only offered if the Products are not used and returned to Railcolorshop in their original condition

as described in Clause 6.2.

6.2 If you decide to return the products for any reason, they products must not be used and must be handled with extreme care while they are in your possession. The goods must be returned to Railcolorshop intact, undamaged, with their original packaging and as soon as reasonably possible. You must not remove any of the security or other tags from the Product. We will be unable to accept the return of any item where there is evidence that these instructions have not been followed.

Railcolorshop shipping address: Biestkampweg 39 - 5249 JZ Rosmalen - the Netherlands

Damage during transportation:

6.3 If you notice any damages when you unpack your items, please contact us. Always keep your receipt.

Faulty or Incorrect Goods:

6.4 If the item(s) you have received are faulty or if you have received an incorrect item to that which you ordered, please contact [www.railcolorshop.com](http://www.railcolorshop.com) quoting your order reference number, your name and address, contact phone and details of the product as well as the reason for return, and whether you request a refund or a replacement. We will then advise on how to proceed with the return. Once we have received the item, we will inspect the item and issue you a refund or a replacement (as requested) if appropriate, subject to our confirmation of the fault.

Return procedure

6.5 If you wish to return your item from Railcolorshop you may do so within 14 days after delivery of your order by sending an email to [www.railcolorshop.com](http://www.railcolorshop.com) including your order number, which item(s) you want to return and why you want to return it. You will then receive the necessary information in order to proceed with your return and getting your refund or replacement. Refunds will be paid to your credit card and normally take 4 to 6 businessdays after we received your return.

## 7. Events outside our control

7.1 Railcolorshop will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act, event, omission, non-happening, or accident outside our reasonable control, including (without limitation) industrial action, civil commotion, war, riot, terrorist act, fire, explosion, storm, flood, any natural disaster, impossibility of use of appropriate modes of transport, technological or communication problems (Force Majeure Event).

7.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 8. Privacy

8.1 Your personal information will only be used within Railcolorshop and by those third parties engaged by us to assist in providing services, information and products to you. Railcolorshop does not sell, rent, assign or give your information to any third party other than the aforementioned. You are entitled to see the personal information stored upon request. If you have any questions regarding data security or wish to change any personal information provided

to us, please e-mail [www.railcolorshop.com](http://www.railcolorshop.com). We may collect statistics regarding the use of our webshop, such as traffic patterns and related site information, but this information will not include any personal identifying information.

## 9. Waiver

9.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Railcolorshop of any default shall not constitute a waiver of any subsequent default. No waiver by Railcolorshop of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 10. Finally

Please feel free to contact us at [railcolorshop@gmail.com](mailto:railcolorshop@gmail.com) with any questions you may have. We are here to help!