

# DYNABRADE **NEW** GLOBAL WEBSITE

**GENERAL TERMS OF SALES [EUROPE]** 

Latest amendment: October 1, 2025

### 1. Scope

These General Terms of Sale ("Terms") govern all orders placed via the Dynabrade Europe eShop ("the Website") by business customers acting in the course of their trade, business, or profession ("Customer"). By placing an order, the Customer accepts these Terms in full. The eShop is not available to private consumers.

# 2. Legal Identity

The Website is operated by:

## Dynabrade Europe S.à r.l.

6 Op Tomm L-5485 Wormeldange-Haut Luxembourg

RCS: B31597

VAT: LU14244343

## 3. Customer Type

The European Dynabrade online shop is exclusively intended for business customers operating within the European Union.

To place an order, the purchasing entity must:

- Be a legally registered company or organization;
- Hold a valid VAT (Value Added Tax) number registered for intra-community trade within the EU.



By accessing and using the Dynabrade online shop, you confirm that you meet these conditions. Orders from private individuals or entities without a valid EU VAT number will not be accepted or processed.

Dynabrade reserves the right to verify VAT information and to refuse or cancel any orders that do not meet these eligibility requirements.

#### 5. Product Information

All product details, technical data, and pricing shown on the Website are for information purposes only. Dynabrade Europe reserves the right to modify or discontinue products, descriptions, or pricing without prior notice. Product availability is subject to stock.

### 5. Order Process & Contract Formation

- Orders must be placed via the Website's shopping cart system.
- After order submission, the Customer will receive an **acknowledgment of receipt**, which does not constitute acceptance.
- The purchase contract is formed only upon Dynabrade Europe's **written confirmation** or dispatch of the goods.

#### 6. Prices

- All prices are in **Euros** (€) and **exclude VAT**, shipping, customs duties, and other applicable charges unless otherwise indicated.
- VAT is applied based on the billing country and VAT status of the Customer.
- For EU customers with a valid VAT number, intra-community supply may be exempt from VAT (reverse charge applies).

### 7. Minimum Order Value

A minimum order value of €90, excluding shipping costs and taxes, applies to all purchases. Orders below this threshold will not be processed.

## 8. Payment Terms



- Payment must be made by credit card, bank transfer, or other accepted methods displayed at checkout.
- All payments must be **received in full** before goods are shipped.
- Dynabrade Europe reserves the right to decline or cancel orders for which payment is not successfully completed.

### 9. Shipping & Delivery

- Deliveries are made to eligible European countries listed on the Website.
- Shipping costs and delivery timelines are displayed at checkout.
- Delivery dates are indicative and non-binding.
- Title to the goods passes upon **full payment**, and risk transfers upon **dispatch**.

### 10. Returns and Claims

- Returns are accepted **only upon prior written agreement** and under specific conditions.
- Claims for defects or missing goods must be submitted within 14 business days of delivery.
- Goods must be returned in their original packaging and condition. Return shipping is at the Customer's expense unless agreed otherwise.
- The processing fee is **15%** of the price of the returned items.
- Items sold in with a promotion cannot be returned or exchanged.

### 11. Warranty

Dynabrade products are covered by a **manufacturer's warranty** under the conditions stated in the product documentation. This warranty is limited to the repair or replacement of defective products, excluding normal wear and tear or improper use.

### 12. Limitation of Liability

Dynabrade Europe is not liable for indirect, consequential, or incidental damages, including lost profits or business interruption. Total liability is limited to the net purchase price of the affected product.

### 13. Force Majeure



Dynabrade Europe shall not be held liable for non-performance or delay caused by events beyond its reasonable control, including natural disasters, transport interruptions, labor disputes, or regulatory restrictions.

#### 14. Data Protection

Customer data is processed in accordance with applicable EU data protection laws. See our <a href="Privacy Policy">Privacy Policy</a> for details.

## 15. Applicable Law & Jurisdiction

These Terms are governed by the laws of the **Grand Duchy of Luxembourg**, excluding its conflict-of-law rules. The competent courts of **Luxembourg City** shall have exclusive jurisdiction for any disputes.

#### 16. Contact

For any inquiries, please contact:

customerservice@dynabrade.eu

+352 768 494 1

\*\*END OF AGREEMENT\*\*