

## General terms and conditions

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Last update: 28/01/2022

These terms and conditions are available [in pdf format](#) and can also be consulted via a link in our order confirmation.

### Company data

This website and webshop are the property of: Transmobiel Belgium, Petrus Van der Taelenstraat 40 A, 2840 Rumst, Belgium

Company number BE0790.005.117

herein after also referred to as "TMB".

### Art. 1: General provisions

The current General Terms and Conditions apply to all agreements between TMB and its customers. These General Terms and Conditions make clear to you what your legal situation is when you visit our site and when you purchase our products. By placing an order on our website, you confirm that you have read and expressly accepted these general terms and conditions.

TMB may change these Terms and Conditions at any time without prior notice. Current agreements are always subject to the conditions that were applicable at the time of the conclusion of the sale. Any order after the change implies a knowledge and acceptance by the customer of the new conditions.

### Art. 2: Price

The price of the products indicated on our website is stated in Euro, always including VAT and excluding shipping costs.

Products will be shipped at your expense to the address you specify. The participation in the shipping costs to be paid by you (including a sturdy packaging that optimally protects the products during transport) is clearly indicated before you definitively place the order.

The countries to which we deliver are listed on the website. Depending on the country of destination, the value, weight, volume, etc., the participation in the shipping costs for these countries is shown in the shopping cart. In this way you have no surprises afterwards.

TMB reserves the right to change its prices at any time, but the products will be invoiced based on the rates that were valid at the time of your final order.

The TMB webshop may have special offers. These offers are valid while stocks last.

Possible refunds are always made in Euro.

### Art. 3: Offer

As a specialized bookshop, TMB supplies through its website [www.tmbbooks.com](http://www.tmbbooks.com) special and rare technical manuals, an increasing part of which is printed to order. We can also deliver our customers books from specialized foreign publishers (from the USA, Canada, Australia, etc.) on special order.

Despite the fact that the online catalogue and the website are compiled with the greatest possible care, it can be possible that the provided information is incomplete, contains material errors, or is not up-to-date. With respect to the accuracy and completeness of the provided information TMB is only held to an obligation of means.

Images are purely illustrative and not binding (publishers sometimes change the cover of their books!). They may contain elements that are not included in the price or differ from the product. TMB is in no way liable in the event of mistakes or errors in the offer, such as incomplete information, material errors, typesetting or printing errors, etc., except in the case of a serious error, fraud or intent.

For specific questions about, for example, content, availability, delivery time or delivery method, please contact our customer service in advance.

The offer is always valid while stocks last and can be adjusted or withdrawn at any time. TMB cannot be held responsible for any consequential damages that may result when a product is unavailable or sold out.

### Art. 4: Online purchases

For the purchase of a product via our website, add this product to your shopping cart.

- Select the country of destination and enter next the delivery address.
- After pressing the button "Place order with payment obligation" your purchase is final.
- By e-mail you will receive an order confirmation from TMB with an overview of the ordered products, the delivery address and the payment instructions.

If a product proves to be unavailable after placing your order, you will be informed about this by e-mail. Subsequently your order will be cancelled automatically.

You can pay your order by bank transfer. Any bank charges are at your expense.

Delivery is only made upon prepayment. After receipt of your payment on our account your order will be processed and shipped as soon as possible. After shipment we will send you an e-mail with the parcel number so you can follow your order on the internet.

The products remain the property of TMB until full payment of the price.

To place an order, you must be at least 18 years old. In case you are younger, you may have the order placed by your parent(s) or legal guardian. If it appears that an order has been placed by a minor, TMB can refuse this order.

An online order will only be accepted by TMB if you have identified yourself sufficiently clearly.

TMB reserves the right not to accept an order without giving any reason. The mere expression of a customer's will to acquire a product is therefore not sufficient for the conclusion of an agreement. The applicability of the Vienna Sales Convention is expressly excluded.

#### **Art. 5: Delivery and execution of the agreement**

The expected delivery time (calculated after receipt of your payment) is stated per book on our website.

TMB strives to deliver the products within the period indicated at the time of ordering. This period is updated in the order confirmation. However, delivery times are given for information purposes only. The delivery time of books that are not in stock depends on the publisher.

If you order multiple products with different delivery dates at the same time, the delivery date of the order is based on the last date. However, TMB reserves the right to split up the shipments. In this case the participation in the processing and shipping costs will only be charged for one shipment.

Unless otherwise agreed or expressly stated otherwise, the products will be delivered to you within 30 calendar days after receipt of your payment. You may cancel the order free of charge if, for any reason, the goods cannot be delivered within 30 calendar days of the conclusion of the contract.

We will inform you of this in writing (by e-mail) at the e-mail address provided by you. TMB will refund the amount already paid by you for this product within 30 calendar days. In this way, the sales agreement concerning these products is automatically dissolved.

#### **Art. 6: Transport**

Orders are sent by post or parcel service. TMB determines the method of shipment, unless otherwise agreed. The carrier carries out the deliveries during working hours.

The shipment is always at our risk. The risk of loss, damage or destruction of the products passes to the customer after he (or a third party designated by him, who is not the carrier) has acquired physical possession of the product.

You must enter a correct delivery address when ordering. TMB cannot be held responsible for delivery problems of your order due to an incorrectly provided address, house number, postal code, etc.

Parcels that are undeliverable and returned by the carrier, are kept by us available to the customer for 12 months. They can be sent again, after you have paid the additional shipping costs.

Notify the deliverer and TMB of any problems regarding the delivered package (for example: damaged package, already opened package, etc.). If you receive a damaged product, you can report this to TMB by e-mail within 7 days. We will propose a solution as soon as possible.

If you have not received the product within a period of 7 days after TMB has sent you a notification of shipment of the product, you must inform TMB of this in writing, so that TMB can check what has happened with the shipment. If the shipment is indeed lost, TMB will send you a new shipment without additional costs.

However, if returns sent by you are lost, the responsibility lies with you, not with TMB.

#### **Art. 7: Right of withdrawal**

The consumer has the right to cancel his purchase within a period of 14 days, counting from the first day following the delivery, without stating reasons and without paying a fine.

The right of withdrawal only applies to supplies to consumers (natural persons who act for purposes that fall outside their trade, business, craft or profession).

The period of 14 calendar days, counting from the first day following delivery, allows you to assess the purchased product as in a shop. You can view and inspect the purchased product. During this period you should handle the product with the necessary care. You may only unpack the product to the extent necessary to exercise your right of inspection.

If you do not want to keep the delivered product, you must unambiguously report this to TMB in writing (by post or by e-mail). For this you can use the [special withdrawal form](#). If you complete this withdrawal form and send it to us, you will receive a confirmation of receipt from TMB as soon as possible by e-mail.

Do not return the product until you have received confirmation from TMB!

If you exercise the right of withdrawal, you must return the purchased product no later than 14 calendar days from the day on which you informed us that you are withdrawing from the agreement, to TMB, Petrus Van der Taelenstraat 40 A, 2840 Rumst, Belgium.

The product you wish to return must be returned in its original undamaged sealed condition in its original packaging so that it can be marketed as new. Enclosing a copy of the purchase invoice ensures optimal processing.

After receipt of the returned product, TMB will only refund the price of the product concerned and the initial shipping costs. The refund will be made within 14 calendar days by bank transfer in Euro. No costs will be charged for this.

When ordering multiple products, only the price of the relevant returned product will be refunded. You will always have to pay the return costs.

No cash on delivery shipments, for whatever reason, will be accepted.

If TMB determines or suspects that the product has already been opened, used or damaged by the buyer, TMB reserves the right to refuse returned products or to refund only part of the amount already paid due to the depreciation. TMB will inform you of this in writing (by e-mail).

In accordance with the legislation in force (see art. VI.53 of the Belgian Code of Economic Law), there is no right of return for:

- a) products that have been created by the entrepreneur in accordance with the consumer's specifications;
- b) products that are clearly of a personal nature;
- c) products which cannot be returned due to their nature;
- d) products which spoil or age quickly;
- e) products of which the price is linked to fluctuations on the financial market on which the entrepreneur has no influence;
- f) the delivery of newspapers, periodicals or magazines, with the exception of contracts for a subscription to such publications;
- g) products that are delivered sealed in order to prevent copying of the delivered product. Breaking the seal will end the possibility of returning this product.

#### **Art. 8: Warranty**

We guarantee, in accordance with the legal guarantee (art. 1649bis BW et seq.), that our products conform to your order and meet the normal expectations that you may have, taking into account the specifications of the product.

Did you receive a product that is apparently damaged or does not match your order? In this case, please inform us in writing (by e-mail) and in detail within 7 calendar days after receipt of the product concerned.

In such a case, TMB will, after consultation, exchange the product or refund the invoice amount. The initial shipping costs will be refunded to you based on the amount invoiced and the return costs will be refunded to you based on supporting documents.

Defects that manifest themselves after a period of 6 months following the purchase are deemed not to be hidden defects, unless the customer proves otherwise.

#### **Art. 9: Customer Service**

We hope that you will be 100% satisfied with the delivery and service of the TMB Bookshop. Our customer service is at your disposal for any information and questions and can be reached via email or the [contact form](#) on our website. We strive to handle complaints within 7 calendar days.

#### **Art. 10: Privacy Policy**

Your personal data are processed by TMB, in accordance with our [Privacy Policy](#).

#### **Art. 11: Violation of validity - non-renunciation**

If any provision of these Conditions is declared invalid, unlawful or null and void, this will in no way affect the validity, lawfulness or applicability of the other provisions.

The failure at any time by TMB to enforce any of the rights enumerated in these Conditions, or to exercise any of these rights, shall never be seen as a waiver of such provision and shall never affect the validity of these rights.

#### **Art. 12: Evidence**

You and TMB accept that electronic communications and backups may serve as evidence.

#### **Art. 13: Governing Law - Disputes**

The language of this contract is Dutch, English, French or German, depending on your choice on the website.

The parties agree to first and foremost settle any disputes among themselves in an informal manner, with the utmost discretion in mind. If the aforementioned informal settlement does not come to a solution, the dispute will be submitted to the ordinary courts.

All agreements that we conclude with our customers, regardless of their place of residence, are exclusively governed by Belgian law. The courts and tribunals of the judicial district of Antwerp have exclusive jurisdiction to hear any dispute arising out of or in connection with this agreement that is not resolved in accordance with the aforementioned informal procedure.

If, for reasons of international law, another law applies, the interpretation of the current general terms and conditions will in the first place refer to Book VI of the Belgian Code of Economic Law.

In the event of an out-of-court settlement of the dispute, the Consumer Mediation Service of the Federal Government is authorized to receive any request for out-of-court settlement of consumer disputes. This in turn will either process the application itself or forward it to a qualified entity. You can reach the Consumer Mediation Service via the link <https://consumerombudsman.be/>

In case of disputes of a cross-border nature, you can also appeal to the Online Dispute Resolution Platform of the European Union via the link <https://ec.europa.eu/consumers/odr>.

#### **Art. 14: Intellectual Property Rights**

The content and structure of our websites, including brands, logos, drawings, data, product or company names, texts, images, software, etc. are protected by intellectual and/or industrial rights and belong to TMB or entitled third parties.

Any reproduction or representation, in whole or in part, of TMB's websites and/or all or part of the elements contained therein or forming part of it is strictly prohibited. Nothing may be used without our prior and express written permission.

TMB does not guarantee that the products delivered to you do not infringe any intellectual and/or industrial property rights of third parties.

**Art. 15: Liability**

TMB cannot be held liable for direct or indirect damage resulting from the use of the information on this site, except in the case of serious error, fraud or intent.

The books sold by us (particularly workshop manuals) contain advice that requires technical insight and/or could be dangerous. TMB is not responsible for the content of the books or other information carriers it sells and the use that could be made of them.

TMB does not provide technical advice. For any questions or comments about the content of books, you should contact the publisher directly.

TMB does not guarantee the proper functioning of the website and can in no way be held liable for its malfunction or temporary unavailability or for any form of damage resulting from access to or use of the website .

In case of complaints about orders or deliveries, TMB's liability is always limited to the value of the products concerned.

**Art. 16: Force Majeure**

TMB cannot be held responsible for damage and/or delays caused by force majeure such as strikes, fire, business failures, energy failures, failures in communication systems, government measures, late delivery by the supplier, strike at the supplier, bankruptcy of the supplier, non-delivery or late delivery by the carrier, etc.

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