# RETURNS POLICY

With every use of Spierings webshop (hereinafter: the Shop), this Return Policy from Spierings Mobile Cranes BV (hereinafter SPIERINGS) applies to returning products. By placing an order at the Shop, you agree with this Return Policy.

Items may be returned in consultation with the Shop. You are allowed to do so within seven days of receiving your order. Please ALWAYS contact our Spierings Mobile cranes (webshop@spieringscranes.com) before you return anything.

Orders that are sent “return to sender” to us without consulting us first will not be processed. These will be forwarded back to you immediately and you will be responsible for any possible additional costs.

Please note: save the invoice and/or sticker listing the contents; these serve as your guarantee! Also, any items you wish to return must sent back undamaged and in the original packaging.

1.
SPIERINGS guarantees that the products intended for delivery/that have been delivered meet the standards and requirements that can be reasonably established at the moment of delivery and for which they are intended under normal use in the Netherlands. The guarantee mentioned in this article applies to products intended for use in the Netherlands. For use outside the Netherlands, the consumer is solely responsible for determining whether the use thereof is appropriate in the place in question, and whether they meet the prevailing standards. Use outside the Netherlands is not covered by the guarantee referred to in this article.

2.
The guarantee mentioned in paragraph 1 applies to a period of six (6) months following delivery, unless the nature of the delivered item dictates otherwise or if the parties have agreed otherwise. If the guarantee issued by SPIERINGS covers a product or products manufactured by a third party, then the guarantee is limited to that which is issued by the manufacturer of the product or products. Upon expiration of the guarantee period, all costs for repair or replacement, including administrative, postage and delivery, will be charged to the consumer.

3.
SPIERINGS provides the consumer with a written guarantee certificate. In the absence of this certificate, the proof of purchase will apply to a direct sale, and the invoice will apply to a remote sale, as proof with regard to the guarantee.

4.
In the event that the products intended for delivery/that have been delivered do not satisfy the guarantee as specified in paragraph 1, SPIERINGS shall decide whether to replace or to arrange repair within a reasonable period of time upon receipt, or, in cases where a return is unfeasible, upon receiving written notice from the consumer regarding the defect. In the event of replacement, the consumer implicitly pledges to return the product to be replaced and to transfer ownership of the item in question to SPIERINGS.

5.
Every form of guarantee shall lapse in the event a defect is caused by the consequence of or arising from improper use or, if applicable, by use after the expiration date, improper product upkeep on the part of the consumer, or by the consumer or third parties making or attempting to make adjustments to the product or products without written permission from SPIERINGS, by attaching other things that should not be attached to it, or if the products are converted or adapted in a way that does not conform to the prescribed method. The consumer is likewise forbidden to lay any claim to guarantee if the defect is caused by or the consequence of circumstances beyond SPIERINGS’s control, including weather conditions (for example including but not limited to extreme rain or temperatures and the like).

6.
If the products supplied by SPIERINGS are defective, the liability of SPIERINGS vis-à-vis the consumer is limited to that which is set forth in this article.

7.
Without prejudice to the abovementioned, SPIERINGS cannot be held liable for damage caused by intent and/or gross negligence and/or culpable action or improper use by the consumer.

8.
These guarantee provisions do not affect the consumer’s legal rights.