

General Terms and Conditions for “Buyers” 01 January 2022

IMPORTANT: These General Terms and Conditions for « Buyers ».

These General Terms and Conditions (the “T&Cs”) apply to the Users who use the Web Site to buy Products.

Valyuu B.V. is a company incorporated in the Netherlands; whose registered address is Edisonweg 30, 4207HG, Gorinchem, registered in the Netherlands under no. 78352452. It owns all the rights over the <http://www.valyuu.com> website and the Valyuu B.V. Smartphone applications (the “Web Site”). Valyuu B.V. provides a number of services on its Web Site that are run and administered by Valyuu B.V. These services enable users of the Web Site/mobile application (the “Users”) to buy and sell pre-owned electrical products (the “Products”). These services are available directly on the Web Site or mobile application. Valyuu B.V. may, in some circumstances, directly offer Products for sale on its own behalf, in which case these Products shall be identified on the Web Site as being sold by Valyuu B.V. These T&Cs shall prevail over any other general or special terms and conditions that are not expressly approved jointly by Valyuu B.V. and the User. Where these additional contractual terms apply, they shall be deemed to be incorporated as of right into these T&Cs.

We also recommend that you read the [Privacy Policy](#) & [Cookies](#) of Valyuu B.V.

T&Cs of purchases made on the Web Site

1. The role and responsibility of Valyuu B.V.

The Users hereby acknowledge that, save where otherwise specified for any given Products that are on offer on the Web Site, the role of Valyuu B.V. shall be limited to acting as an intermediation platform between the Users. To that end, save in case of specific circumstances, Valyuu B.V. shall not act as a reseller of the Products and shall not become the owner of the Products at any point in time. Each User shall act, at all times, for and on its own behalf and shall never act as an agent or representative of Valyuu B.V. . Valyuu B.V. shall not be a party to the contract of sale between the Buyer and the Seller, and hereby disclaims liability for such a contract or for its consequences. Valyuu B.V. shall perform quality control as an intermediary and shall merely relate to whether the Seller's Product is in keeping with its description in the Product by the Seller. Valyuu B.V. checks the functionality of the Product and checks the optical condition of the Product by means of displaying live photos and descriptions as best and clearly as possible for the Buyer. However, Valyuu B.V. can not guarantee that the Product will meet the general expectations of the Buyer. Before purchasing the Product, the Buyer is advised to properly inform about the applicability of the Product to his own needs. Valyuu B.V. is not responsible for the suitability of the Product from a practical point of view as to its use. Any deliveries that are arranged by Valyuu B.V. and fulfilled by its subcontractors shall not imply that Valyuu B.V. is a party to the contract between the Seller and the Buyer. With the exception of any complaints for late delivery or for failures to deliver Products that may be blamed on Valyuu B.V.

2. The Buyer's placing of the Order

The Product Page shall state whether the Product that is offered for sale belongs to and is sold by a Non-Professional Seller or a Professional Seller, which may in some cases be Valyuu B.V. itself. Valyuu B.V. provides the information concerning the Product's optical condition in the original language of the country of issue. The original language of the Product Page shall prevail in case of any contradiction or conflict with a translation. Valyuu B.V. disclaims any liability for the proposed translation, which shall be provided for information purposes only. The Prices of the Products that are offered for sale on the Web Site are quoted, including tax and additional costs (Authentication, functionality test Costs) but excluding any (Carriage Costs and customs duty) that shall be indicated separately. Certain carriage taxes and customs duties that are in force in some countries may nevertheless be billed over and above these additional costs, as shall be mentioned during the payment of the Order. In any event, all of the expenses shall (excluding possible custom duties and country specified taxes that are outside EER) be set out in the summary of the Order before the Buyer approves it. The Buyer's confirmation of an Order shall be tantamount to the signature of the contract subject to conditions precedent, namely the receipt of the Product by Valyuu B.V. and the positive outcome of the compliance check if Valyuu B.V performs such a check. Should it not receive the Product or should the outcome of its quality control checks be negative, Valyuu B.V. shall be entitled to cancel the Order and to refund the Buyer. As an exception to the above, where Valyuu B.V. is itself acting as the Seller of the Products or where the Products are delivered directly by the Sellers to the Buyers, the sale shall be deemed to have been signed upon the Order being placed. Should a Product ordered by the Buyer be unavailable for any reason whatsoever, after confirmation of the Order, Valyuu B.V. shall get in touch with the Buyer in good time to propose the cancellation of the Order and a refund (if payment has already been made), within thirty (30) calendar days following the confirmation of the Order. Valyuu B.V. shall be entitled to reject any Order from a Buyer with whom there is an outstanding dispute concerning payment for a previous Order or concerning a Product for which there is a blatant error in the sale Price. In that case, the Buyer shall be informed by e-mail about the measures taken by Valyuu B.V., which shall then automatically refund the price of the Order if the Buyer already paid the latter.

3. Authentication and functionality check Costs

Authentication and functionality check costs levied by Valyuu B.V. shall correspond to the sum of money paid by the Buyer for each Transaction. The Authentication and functionality check costs shall be included in the price shown to the buyer.

4. Delivery

4.1. Delivery options

The Products may be sent either by Valyuu B.V. or directly by the Seller, where this option is available. The option for the Seller to send the Products directly shall only be available where the Seller has acquired the status of "Trusted Seller" as described in the "Consumer Information" section. From March 18, 2020, and for an indefinite period of time, the Products will all be shipped directly by the Seller, regardless of their status. It shall then be up to the Buyer to decide whether to opt for direct delivery. In case of direct delivery, the Products shall not transit via Valyuu B.V., and Valyuu B.V. shall therefore not be responsible for the delivery of the Products.

4.2. Delivery timescales

Where Valyuu B.V. itself sells any Products on the Web Site, a delivery date shall be indicated to the Buyers when they place their Orders. Where Valyuu B.V. is merely acting as an intermediary on behalf of the Seller, the delivery date of the Product to the Buyer shall depend on the date on which Valyuu B.V. receives the Product that is sent to it by the Seller. Valyuu B.V. cannot, therefore, commit to a fixed delivery date, but the date on which the Product is dispatched shall be at most thirty (30) calendar days after the date of the confirmation of the Order by the Buyer. If a Product is dispatched directly by the Seller, where this option is available, the delivery timescale shall be stated by the Seller. Should the Buyer purchase a Product that is marked "immediate dispatch", our team shall dispatch the item that is ordered within forty-eight (24) working hours, to which one must then add the delivery timescale of the carrier.

4.3. Delivery and customs costs

The Order shall be delivered to the Buyer by a carrier approved by Valyuu B.V. . The Carriage Costs shall be calculated based on the value of the Products ordered and shall vary depending on the country to which the Orders are to be delivered, save in case of unusual Products or Orders, which shall be subject to different Carriage Costs, that the Buyer shall be duly informed about at the time of placing their Order. The Carriage Costs may be modified in keeping with the rates charged by the carrier and shall be stated upon placing the Order. The Carriage Costs that are applicable to the Order shall be specified just before the approval of the Order. The Buyer shall bear any customs duty. Upon finalization of the Order, any customs duty, whose amount shall vary depending on the country of delivery, shall be added to the Price of the Product. The Buyer shall not have to pay anything upon receipt of the Product.

5. Consequences of an impossibility to deliver the Products

5.1. If dispatched through Valyuu B.V.

Suppose it is impossible to deliver a Product to the Buyer, for instance, in that case, if the address provided by the latter is incorrect or the parcel is sent back due to non-acceptance by the Buyer, an e-mail shall be sent or/, and a phone call shall be made to the Buyer of the Product. Should there not be any reply, the Products shall be kept at the disposal of the Buyer, at its own risk and expense (including storage and handling costs), for a timescale of six (6) months as of the sending of the follow-up e-mail by Valyuu B.V. . Should the Product not be claimed from Valyuu B.V. within the abovementioned timescale of six (6) months, Valyuu B.V. shall become the owner of the Product that shall not have been claimed. The Product shall then either be destroyed or donated to charity if its state allows for this, after the last attempt at contacting the Buyer that does not elicit a response within eight (8) days.

5.2. If dispatched by the Seller

Suppose it is impossible to deliver a Product to the Buyer, for instance, in that case, if the address provided by the latter is incorrect or the parcel is sent back due to non-acceptance by the Buyer, the Parcel shall be returned to the Seller in keeping with the terms of the carrier selected by the latter.

6. Transfer of the ownership of the Products and the risks

The Products shall remain the property of the Seller, or should Valyuu B.V. be acting as the Seller of the Products, of Valyuu B.V., until Valyuu B.V. shall have received full payment of the Price of the Order from the Buyer, including both capital and ancillary elements (taxes, Authentication Costs, Carriage Costs and any other costs that may be applicable). The transfer of the risks of loss or damage to a Product to the Buyer shall take place upon receipt of the Product by the Buyer or by a third party that the Buyer shall have commissioned to act on their behalf. Therefore, the Buyer shall bear the risk linked to any damage caused to the Product after it is received.

7. Receipt and checking of an Order

The Buyer must check (or commission the person who receives the Product on their behalf to check) the apparent state of the packaging of the Product upon receipt before signing the form tendered by the carrier. Should there be a visible anomaly (damage, missing Product, damaged parcel or Product, etc.), the Buyer or their representative must imperatively set out precise reservations on the delivery note: an indication of the number of missing and/or damaged parcels and/or Products, and detailed description of the damage (open or torn packaging, damaged or missing Product, etc.). The Buyer must keep all the elements that were delivered in the state in which they were delivered to it (i.e., with all their accessories, the other items received with these Products in their original condition and the sealed Product form). The Buyer must retain a copy of the delivery note and must enclose this with the e-mail sent to Valyuu B.V. within seventy-two (72) hours following the date of the receipt of the Products, confirming the anomaly. Where applicable, the return of the damaged Product or Products to Valyuu B.V. must take place in accordance with the terms governing returns that are set out in Article 13 below. Should the Product have been dispatched directly by the Seller, the damaged Products must be returned to the latter (save in case of counterfeit goods). The terms of this article are without prejudice to the rights of Buyers to benefit, under certain conditions, of statutory warranties as set forth in article 9 below.

8. Payment Processing

Payment processing services are provided by Stripe and subject to the [Stripe Connected Account Agreement](#) (Connect Link to Stripe NL) which includes the [Stripe Services Agreement](#) (collectively, the "Stripe Terms") (Connect Link to Stripe NL). At all times, when you receive payment proceeds via Stripe, you agree to be bound by the Stripe Terms, which may be modified from time to time. As a condition of Valyuu B.V. enabling payment processing services through Stripe, you authorize Valyuu B.V. to obtain all necessary access and perform all necessary activity on your Stripe Connected Account to facilitate your purchase. You further agree to provide accurate and complete information about you and authorize Turo to share it and transaction information with Stripe for the purposes of facilitating the payment processing services provided by Stripe. Valyuu reserves the right to switch payment processing vendors at its discretion.

9. Statutory warranties

Under certain conditions, for example, when a product is offered on behalf of Valyuu B.V., or a Professional Seller, who has a registered business, buyers may benefit from the statutory warranty of compliance and the statutory warranty against hidden defects. Buyers should invoke their statutory warranties against the Seller of the Product. As to the statutory warranty of compliance: a Non-Trade Buyer who buys Products from a Professional Seller or Valyuu B.V. has a timescale of one year as of the delivery of the Product to take action for compliance defects affecting the Product. The

Buyer is dispensed from having to adduce evidence of the existence of the compliance defect of the Product. The Buyer may opt between requesting a repair or a refund for the Product.

All purchased products purchased through the Valyuu platform fall under the category "second-hand products". This also applies if a product is in new condition or still has its original sealing. In some cases, a product that is purchased via the Valyuu platform can still have a manufacturer's warranty. The assessment of the validity period and other assessments related to the Product's warranty lies with the responsible brand. Valyuu B.V. has no influence and is not responsible for this.

The statutory warranty of compliance only benefits Buyers who are private individuals and buy Products from Professional Sellers. As to the statutory warranty against hidden defects: under this statutory warranty, a Buyer may choose between rescission of the sale or a reduction of the sale price. The Buyer must prove that the hidden defect existed at the time of the sale.

11. Claims and returns

11.1. Non-receipt or late delivery of a Product

Should the Buyer not receive the Product within thirty (30) days following the date of the Order, or if Valyuu B.V. sells the Products directly on the Web Site, should the Buyer not receive the Products on the delivery date mentioned upon placing the Order, the Buyer may cancel the Transaction, provided that it shall first have summoned Valyuu B.V., to rectify the situation within a reasonable timescale and provided that delivery shall not have taken place within this additional timescale. Valyuu B.V. shall refund the Buyer within fourteen (14) calendar days following the date on which Valyuu B.V. receives the notification of the cancellation of the Transaction by the Buyer. Should the Buyer receive the Product whereas they have already cancelled the Transaction, they must return the Product to Valyuu B.V. or to the Seller if the Product was dispatched directly by the latter. Valyuu B.V. undertakes to refund the Price of the Product that is returned, the Authentication Costs, the Carriage Costs (in case of return of the Order as a whole) and the cost of returning the Product to Valyuu B.V., within fourteen (14) calendar days following receipt by Valyuu B.V. or by the Seller of the complete Product in its original condition. These returns must occur according to the terms of article 13 below. In case of cancellation, the Buyer shall be refunded in cash on the method of payment that they used to pay for their Order, provided that, in each case, Valyuu B.V. shall not suspect that the request for cancellation or for a refund due to total or partial non-receipt of a Product that was ordered was made fraudulently. In the case of partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the abovementioned terms.

11.2. Detection of non-compliance during the quality control that may be performed by Valyuu B.V.

The consequences of a Product's non-compliance with the Product Page, as witnessed by Valyuu B.V., shall depend on the type of non-compliance involved. If the Product that does not comply with its description in the corresponding Product Page is counterfeit or it is a Product whose sale is prohibited, Valyuu B.V. shall cancel the sale and shall refund the Buyer. Should the Product comply partly with its description, Valyuu B.V. may, at the Buyer's discretion, either (i) negotiate with the Seller to secure a cut in the Price, or (ii) cancel the sale and refund the Buyer. Should the Buyer and the Seller agree over a Price cut, the latter may take the form of a credit note from Valyuu B.V., a Purchase Voucher or a payment that is re-credited to the payment card or the PayPal account of the Buyer (as the case may be). Should the Buyer cancel their Order, they shall be refunded in cash by crediting the bank card used to make the initial payment, or by way of a payment into their PayPal account. In the case of a partial cancellation, only the part of the Order that is cancelled shall be refunded in keeping with the abovementioned terms.

11.3. Detection of non-compliance upon receipt of the Product by the Buyer

(i) Case of a Product bought from a Non-Professional Seller:

Should the Product have been dispatched through Valyuu B.V. :

Should the Buyer find that a Product does not comply with its description on the Product Page, the Buyer must contact Valyuu B.V. by e-mail within three (3) days following the date they received the Product. The Buyer must explain in what way and to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated. Should the claim of non-compliance of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Valyuu B.V. shall authorize the Buyer to send the Product back. Upon receipt of the Product, Valyuu B.V. shall inspect it to determine whether it is truly non-compliant with the Product Page. If the non-compliance is confirmed, Valyuu B.V. shall refund the Buyer. The refund shall take place by crediting the bank card or the Buyer's PayPal account used to make the initial payment (as the case may be). All Products returned by Buyers due to non-compliance with the Product Page must be returned with the sealed form (label) initially affixed by Valyuu B.V. on the Product upon dispatching it. Should the Buyer receive a counterfeit Product or a Product whose sale is prohibited, they may return the Product to Valyuu B.V. and secure a refund, saving in case of fraud on their part.

Should the Buyer have opted for the Product to be dispatched directly by the Seller:

Should the Buyer find that a Product does not comply with its description in the Product Page, the Buyer must contact Valyuu B.V. by e-mail within seventy-two (72) hours following the date on which they received the Product. The Buyer must explain to what extent the Product does not correspond to the Product Page and must provide photographs enabling their assertions to be substantiated. Should the claim of non-compliance of the Product with the Product Page appear justified at first sight based on the explanations of the Buyer and the photographs, Valyuu B.V. shall authorize the Buyer to send the Product back to the Seller. Valyuu B.V. shall refund the Buyer upon confirmation of receipt of the Product by the Seller. The eventual refund shall take place by crediting the bank card or the Buyer's PayPal account used to make the initial payment (as the case may be).

(ii) Case of a Product bought from a Professional Seller:

Should the Buyer find that a Product does not comply with its description on the Product Page, the Buyer shall have the right to raise a claim with the Professional Seller through Valyuu B.V. in accordance with the statutory warranties described in detail in article 10. Upon making a complaint about a Product that does not comply with its description on its Product Page, the Buyer must return the Product in accordance with the terms of article 13 below. Professional Sellers hereby acknowledge and agree that should a Product be returned to them by a Buyer owing to non-compliance with its description in the corresponding Product Page or because it does not meet the legal obligations of the Professional Seller, the Professional Seller may not refuse to apply the foregoing terms and must take appropriate action within a reasonable timescale. Should the Buyer believe that they have received a counterfeit item or a Product whose sale is prohibited, they must alert Valyuu B.V. by e-mail within seventy-two (72) hours following receipt of the Product and may return the Product to Valyuu B.V. to secure a refund, save in case of fraud on their part. The provisions of this article shall not cause Valyuu B.V. to be a party to the sale between the Seller and the Buyer. Valyuu B.V. hereby disclaims liability for any failure by a Trade or Non Professional Seller to comply with their obligations under this article 11 and in particular in the event of the Seller's failure to comply with their obligation to refund the Buyer or pay the latter any other compensation in connection with a Product returned by the Buyer owing to its non-compliance with the Product Page, its being counterfeit or its being a Product whose sale is prohibited.

12. Right to withdraw in case of a purchase from a Professional Seller

All purchases made by buyers on the Valyuu platform come from "Non-professional seller" unless otherwise stated for a particular product. Valyuu B.V will clearly state this in the description if the product comes from a "Professional Seller". If nothing is stated in the description, it must at all times be assumed to be a "Non-professional seller".

When a Buyer buys a Product from a Non-Professional Seller, the Buyer does not have any right to withdraw from the sale. All products on the Valyuu platform are presented with 'live photos' in which the optical condition of the product is portrayed as accurately as possible. Furthermore, all products are subject to grading with a description that goes with them.

Only in the particular situations mentioned below, the Buyer will be entitled to a return. Return requests must be made within three (3) days of confirmed delivery. All sales are final after three (3) days after delivery.

An item is eligible for a return or refund if it meets one of the following conditions:

1. Item is not as described, and the condition is different than shown in the pictures or description
2. There is undisclosed damage to the item that is not visible on the photo or not described in the description.
3. Item is not shipped within the days mentioned.
4. Incorrect / missing item.
5. A defect that emerges within 24 hours of receiving the product. After 24 hours, disfunctions are covered by the 30-day functionality warranty of Valyuu B.V. or any extended warranty purchased.

An item is not eligible for a return or refund for one of the following conditions:

1. Item was accurately described in the listing by text or photos.
2. Item does not fit the need.
3. Changed mind.
4. Return request made more than 3 days after received.
5. Transaction conducted offline.

Where a Non-Trade Buyer based in the European Economic Area buys a Product from a Professional Seller (including from Valyuu B.V. in those cases where the latter sells Products directly on the Web Site), they shall have a timescale of fourteen (14) calendar days following receipt of the Product to exercise their right to withdraw by contacting the Professional Seller. During this period, the Buyer may exercise their right to cancel the Transaction by contacting the Professional Seller without providing a valid reason or paying any penalties. The Buyer may exercise their right to withdraw even before receiving the Product. Should the Buyer exercise their right to withdraw within the abovementioned timescale, the Buyer must fill in the withdrawal form appended to these T&Cs. The Buyer may also inform Valyuu B.V., clearly and unambiguously, about their intention to exercise their right to withdraw by any other means within the abovementioned timescale. The Buyer shall have a maximum timescale of fourteen (14) calendar days as of notifying their decision to withdraw from the sale, to send the Product back to Valyuu B.V. or to the Seller (should the Product have been dispatched directly by the Seller), in accordance with the terms of article 13 below. Valyuu B.V. shall thereupon refund to the Buyer (using the same means of payment that the Buyer used to pay for their Order) all the amounts of money that they shall have paid, i.e. the Price and the standard Carriage Costs (any additional Carriage Costs arising from the Buyer's choice of a more expensive delivery mode, other than standard delivery, shall not, however, be refunded to the Buyer), and the Authentication Costs, within fourteen (14) calendar days following Valyuu B.V.'s receipt of the Product. The Buyer must return The Product to Valyuu B.V., at the Buyer's own expense, save in those cases where the Product shall have been sent directly by the Seller to the Buyer. Should Valyuu B.V. not receive the Product covered by the right to withdraw within 14 calendar days as mentioned above, it may arrange to collect the Product from the Buyer at the Buyer's expense.

13. Terms applicable to returns

13.1. For all returns

Any User wishing to return a Product must issue a request by contacting our customer service via Live Chat or e-mail.

13.2. Returns to Valyuu B.V.

The Products should be returned to Valyuu B.V. . Valyuu B.V. disclaims any liability in case of loss or damage of a Product while in transit. Any Products that are returned due to a delay in delivery that gave rise to the cancellation of the initial Transaction must be returned by recorded delivery with acknowledgement of receipt. Valyuu B.V. draws the Buyer's attention to the fact that it must take particular care of the Products. Valyuu B.V. shall be entitled to reject a return of Products that are damaged or incomplete, or to refund the Buyer minus any moneys due as compensation for the damage caused to the Products (if the damage occurred after their delivery to the Buyer). Moreover, the Buyer shall be liable in case of depreciation of the value of the Products due to any handling thereof other than as required to ascertain the nature, the characteristics and the proper operation of these Products, any deliberate damage, any incident or negligence on the part of the Buyer or of a third party, any use of a Product that is non-compliant with its purpose, any failure to comply with the manufacturer's guidelines or the instructions of Valyuu B.V., or any modification or repair carried out without the prior agreement of Valyuu B.V. Any Product that is returned in a such state that the cost of repair or cleaning is too high relative to the Price of the Product shall not be refunded and shall be kept at the disposal of the Buyer at its own risk for a period of up to six (6) months following Should Valyuu B.V. not receive a request from the Buyer to recover possession of its Products within six (6) months following receipt of the Products by Valyuu B.V., Valyuu B.V. shall become the owner of the non-refundable or returned Products (as the case may be) that shall not have been claimed. These Products shall then either be destroyed or donated to charity if their condition allows for this. In case of cancellation of an Order by the Buyer within the timescale for withdrawal from a sale mentioned in article 12, if the Order was paid for wholly or partly using Purchase Vouchers, the Purchase Vouchers used for this Order shall be re-credited to the Buyer's account.

Miscellaneous provisions

14. Duration and validity

The Users shall be governed by these T&Cs from the moment that they accept them upon accessing the Web Site or upon registering on the Web Site, and until the cancellation of their account, whether or not they perform any Transactions. Valyuu B.V. shall be entitled to modify its General Terms and Conditions at any point in time, without notice and without any obligation to justify its decision, without incurring any liability as a result. In case of a significant change of one of the clauses of these T&Cs, the Users who accepted their terms and conditions beforehand shall have to accept the new version of these T&Cs. The General Terms and Conditions that are applicable shall be those that are in force on the date on which the User uses the Web Site and/or purchases a Product, depending on the nature of the changes made to the General Terms and Conditions.

15. Interruption of the service and rescission

In case of a failure to comply with one or more of the clauses of these T&Cs (such as in case of a failure to pay any moneys due within the allotted timescales, or a violation of these T&Cs), whether this is witnessed by Valyuu B.V. or gives rise to a justified complaint by other Users, Valyuu B.V. may temporarily interrupt the User's access to the services of Valyuu B.V., for instance pending a rectification of the contentious situation. If the violation can be rectified but such a rectification does not take place within two (2) calendar days following the notification of the irregularities witnessed by Valyuu B.V., Valyuu B.V. shall have the right to permanently bar the User from accessing the services. This irrevocable withdrawal of the User's access shall be preceded by the sending of an e-mail to the User involved, informing them about this impending measure and the reasons for taking it, without any other formalities and notwithstanding any compensation that Valyuu B.V. may claim for any loss or damage that it shall have incurred. Moreover, Valyuu B.V. may put an end to the services provided, as of right, without prior notification, effective immediately, if the behaviour of the User constitutes a serious violation of these T&Cs, such as, but not limited to: opening several accounts, fraudulent use of methods of payment, attempted fraud, or any other criminal offence. Such a measure shall not give rise to any right to compensation whatsoever from Valyuu B.V., and the latter shall itself be entitled to claim compensation for any loss or damage that it may have incurred. Should Valyuu B.V. cancel any Transaction(s), the Users shall be refunded automatically in cash (the sum being credited to the card used for the payment or to their PayPal account)

16. Complaints

Any User wishing to make a complaint against Valyuu B.V. concerning the Web Site may send a letter to Valyuu B.V. at the address mentioned above, submit a request via e-mail at hello@valyuu.com

17. Mediation

Should a dispute arise between a User and Valyuu B.V., Valyuu B.V. recommends that the User get in contact with Valyuu B.V. in order to try to resolve the dispute amicably. Valyuu B.V. shall inform the User in this respect about the existence of alternative modes of settlement of disputes, such as mediation or arbitration.

18. Applicable law and settlement of disputes

These T&Cs are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&Cs. Nothing in these T&Cs affects the User's rights as a consumer domiciled in the EU to rely on the mandatory provisions of the local laws of their country of residence. Should the parties fail to reach an amicable settlement of their dispute, Valyuu B.V. and the User agree to submit it to the jurisdiction of the Dutch courts. The terms of this article shall not result in depriving consumers of the right to bring court proceedings or to defend themselves against court proceedings in the country where they reside or they are domiciled, nor shall they deprive them of the protective measures stipulated in their favour by the applicable rules and regulations of their country of residence.

Withdrawal form

(please fill in this form and send it back only if you wish to withdraw from the contract)

For the attention of Valyuu B.V., Edisonweg 30, 4207 HG, Gorinchem, the Netherlands.

I hereby notify you about my decision to withdraw from the contract for the provision of the following services:

Purchase from a Professional Seller on the website of Valyuu, of the Product whose IMEI/SERIAL number is, as part of Order no.,

Order date:

Name of the User:

Address of the User:

Date: / / ____

Signature of the User