

Sales terms and conditions.

- of Classic Computer Shop, residing in Barendrecht, the Netherlands (KvK number 51550865).

Section 1; Definitions

1.1 Commercial trade names of the business: Classic Computer Shop; classiccomputershop.com.

1.2 Webshop / website domain names: classiccomputershop.com; classiccomputershop.eu; classiccomputershop.nl; retrogamepc.com; 3dfxvoodoo.eu; 486dospc.eu; commodorepet2001.com; compaqdeskpro.eu; creativesoundblaster16.eu; diamondgraphicscards.eu; dosretrogaming.eu; hpvectra.eu; ibmpc5150.eu; ibmpccompatible.eu; ibmpcxt.eu; ibmthinkpad.eu; opl3isasoundcard.eu; philscputerlab.eu; supersocket7.eu; windows98pc.eu. These domain names all refer to the same website.

1.3 Sales agreement: the sales contract (online order confirmation and/or invoice) between Classic Computer Shop and the buyer on which this sales terms and conditions document applies.

1.4 Buyer / customer: the person (in name of an organization) who has ordered good(s) or service(s) from Classic Computer Shop and satisfies the customer requirements from section 3 of this sales terms and conditions.

1.5 BW: Burgelijk Wetboek (Dutch civil code).

1.6 EU: European Union.

1.7 VAT: Value Added Tax.

1.8 e.g.: for example.

1.9 i.e.: that is.

Section 2; Enforcement

2.1 Dutch law applies to this sales terms and conditions. It is written in resemblance with the BW.

2.2 This sales terms and conditions applies to all offers of- and sales agreements with Classic Computer Shop.

2.3 This sales terms and conditions applies to all customers.

2.4 By means of buying or bidding on item(s), the buyer agrees with this sales terms and conditions.

2.5 Modified versions of this sales terms and conditions apply from the moment it is published on classiccomputershop.com.

Section 3; Requirements customer

3.1 Customer has at least the age of 18 years.

3.2 Customer is proficient enough in the English language to interpret this English sales terms and conditions in the customer's native language.

3.2 Customer is able to communicate with Classic Computer Shop in English or Dutch or German.

3.3 Customer can pay the order(s) in time. Also see section 8.1.

3.4 Customer can pay with bank transfer / Klarna Sofort / Giropay / iDeal / Bancontact / KBC / CBC / Mastercard / Visa card / American Express / Maestro / V-Pay / cash in exact euro's.

3.5 Customer's address including contact details registered at Classic Computer Shop are correct.

Section 4; Sales procedure & agreement

4.1 Sales and bids are final (i.e. binding).

4.2 Prices of sales agreements can't be changed.

4.3 Offers made by Classic Computer Shop are only valid for the next 24h since the offer was made. No rights can be derived by offers.

4.4 Sales agreements are excluding VAT (BTW) on the invoice (Dutch: 'margeregeling') and other costs unless otherwise stated or agreed.

4.5 Classic Computer Shop has the right in all circumstances to cancel offers and auctions.

4.6 Classic Computer Shop has the right in all circumstances to block defaulters from further contact. Also section 8.1.

Section 5; **Right of ownership**

5.1 Right of ownership of bought good(s) changes to that of the customer after receipt of payment on time in the SEPA bank account of Classic Computer Shop.

5.2 In addition to section 5.1; it means that payment received in other accounts needs to be transferred to and received in the SEPA bank account of Classic Computer Shop first before the right of ownership changes to that of the customer.

Section 6; **Dissolution**

6.1 After transition of ownership to the customer, the customer cannot dissolve the sales agreement anymore in case of purchase at local pickup or at auction.

6.2 If the customer's payment is not received within the next 4 days after receipt of the invoice (i.e. default), then Classic Computer Shop has the right to dissolve the sales agreement and sell the concerning item(s) from the order in all circumstances, without any reason or announcement, to others.

6.3 Classic Computer Shop has the right to dissolve the sales agreement in case any of the customer requirements in section 3 are not satisfied.

6.4 Classic Computer Shop has the right to dissolve the sales agreement in case of non-availability.

6.5 Classic Computer Shop has the right to dissolve the sales agreement in case unforeseen circumstances, beyond its control, occur before shipment.

Section 7; **Condition of items**

7.1 Actual item condition can be found on the item page.

7.2 Items are being sold in 'as is condition', unless otherwise agreed.

7.3 Items in 'as is condition' may need repair, may be damaged, may have user signs, may be discolored, may miss parts, may not be complete, may not be original, may need to be cleaned, may not be tested or a combination of these issues.

7.4 Authenticity and stated condition of items are guaranteed. Still, Classic Computer Shop might make mistakes or not have the knowledge to properly state the condition (non-conformity).

Section 8; **Payment**

8.1 Customer has to pay (see section 3.4 for accepted methods) the total amount as listed on the invoice, which will be sent within 24h after ordering, so that Classic Computer Shop receives payment within 4 days after receipt of the invoice by the customer. This is defined as the payment term.

8.2 Section 8.1 also applies in case of pickup of order. In addition the order cannot be picked up before receipt of payment in cash or receipt of payment in agreement with sections 8.1 and 8.4.

8.3 In case of default; payment received after the payment term will be refunded within 14 days after receipt.

8.4 Payment received in other accounts needs to be transferred and received in the SEPA bank account of Classic Computer Shop first before the right of ownership changes to that of the customer.

8.5 Shipping-, packaging- and handling costs as well as fees are included in the shipping costs. The customer must pay for all these costs.

8.6 Customer is responsible for any customs fee upon delivery.

8.7 Before ordering multiple heavy (total weight >15kg) and/or large items (total volume >100l), Classic Computer Shop recommends to first ask for an actual shipping costs quote, as it can be different from the quoted shipping costs on the website which are an estimate in this case. The actual shipping costs determined and listed on the invoice by Classic Computers Shop are the shipping costs which the customer has to pay.

8.8 Only payment in cash at pickup with exact money in euro's is accepted.

Section 9; **Shipping**

9.1 This section 9 only applies in case the customer has chosen for shipping at the order process on the website.

9.2 Orders will usually be shipped within 24 hours after payment confirmation by the bank or payment provider of Classic Computer Shop. Classic Computer Shop has the right in all circumstances to postpone shipment with a maximum of 21 days after payment receipt in its SEPA bank account.

9.3 Orders will be shipped to the (alternative shipping) address as registered on the website, except if customer has paid with PayPal, then the registered shipping address at PayPal will be used.

9.4 Shipping to P.O. box is not allowed.

9.5 Potential customer can choose out of various pre-defined shipping options on the website before ordering. If the potential customer has specific wishes, then consultation with Classic Computer Shop is required before ordering.

9.6 Shipping-, packaging- and handling costs as well as fees are included in the shipping costs.

9.7 Customer is responsible for any customs fee upon delivery.

9.8 Before ordering multiple heavy (total weight >15kg) and/or large items (total volume >100l), Classic Computer Shop recommends to first ask for an actual shipping costs quote, as it can be different from the quoted shipping costs on the website which are an estimate in this case. The actual shipping costs determined and listed on the invoice by Classic Computers Shop are the shipping costs which the customer has to pay.

9.9 Classic Computer Shop gives the customer no right on compensation for long delivery time nor is it liable for any damage resulting from long delivery time.

9.10 Classic Computer Shop is not liable for any costs, damage or loss resulting from sending to a wrong registered address.

9.11 In case of shipping damage, the customer must contact Classic Computer Shop within 3 days after receipt to prove with clear pictures that the item is damaged during shipment. Classic Computer Shop will then try to work out a solution with the customer.

Section 10; **Local pickup**

10.1 This section 10 only applies in case of pickup of order.

10.2 Pickup is only possible after agreement about the pickup date and time. During the order process on the website the customer can select 'Pickup at request' and propose a date and time in the comments field.

10.3 In accordance with section 8, the order cannot be picked up before receipt of payment.

10.4 Classic Computer Shop has the right to ask the person who picks up (from here referred to as 'picker') for a valid identification. Pickup can be refused in case of lack of valid identification or inconsistencies between the identity of the customer as registered at Classic Computer Shop and the identity as registered on the picker's identification card.

10.5 The picker must always follow instructions given by Classic Computer Shop.

10.6 Dismantling of bought item(s) at pickup is the picker's responsibility.

10.7 The picker is responsible for any caused damage.

Section 11; **Liability**

11.1 In case of items bought at local pickup; Classic Computer Shop does not give any safeguard against the customer for any visible and/or hidden defects or warranty in connection with completeness, numbers, working, usability, sell ability, the purpose for which the customer has bought the item, the existence of rights and/or claims of third parties and/or the possibility of conveyance to third parties. Shortcomings, in any form, disappointed expectations of the customer and/or third parties give no right for a refund.

11.2 In case of items bought online (e.g. on the website of Classic Computer Shop); according to section 6:230o BW, the customer when defined as a consumer, as mentioned in 7:5-1 BW, with a nationality from the EU and located in the EU, has the right to dissolve the sales agreement with Classic Computer Shop within 14 days starting from delivery of the order without a reason. This is defined as the withdrawal right. The withdrawal right starts at the moment the order is delivered, also when it is delivered at the customer's neighbors. Within this 14 days period the customer can dissolve the sales agreement without a reason. The customer needs to let Classic Computer Shop know in advance by sending an email or by sending the return form. The customer needs to return the order to Classic Computer Shop within 14 days after the notification of withdrawal (6:230s-1 BW). The customer will receive the payment, including standard shipping costs, but excluding return shipping costs, back within 14 days after receipt of the return shipment by Classic Computer Shop (6:230r and 6:230s BW).

11.3 In correspondence with section 11.2 and 6:230s-2 BW, the customer is responsible for the return shipping costs as well as handling and packing the order with care and a proper packaging. Shipping costs can be found on the websites of the various parcel services.

11.4 In correspondence with section 11.2 and 6:230s-3 BW, the customer is liable for any depreciation of the order when; 1. The customer has damaged the order 2. The customer has used the order for any more than to assess whether customer wants to keep it or 3. When customer has been negligent with respect to section 11.3.

11.5 In correspondence with section 11.2 and 6:230r-2 BW, Classic Computer Shop restitutes the payment the same way the customer has paid Classic Computer Shop, unless the customer suggests different.

11.6 In correspondence with section 11.2 and 6:230p BW, the withdrawal right is not applicable on items which are created by Classic Computer Shop in accordance with the consumer's specifications, which are clearly of a personal nature, which can't be returned due to their nature (e.g. ink and toner cartridges), which can quickly spoil or age, for which the price is linked to fluctuations within the financial market that Classic Computer Shop can't influence, for loose newspapers and magazines, for audio-, video-, and computer recordings and software.

11.7 In case of non-conformity, like mentioned in section 7:17 BW, Classic Computer Shop is liable, unless the customer is aware of potential shortcomings (e.g. due to the nature of the product) and/or the customer doesn't complain within 6 months after delivery (7:17-5, 7:18-2 and 7:18-2 BW). In resemblance with section 6:89 BW, the customer cannot claim a non-conformity if the customer does not inform Classic Computer Shop within a reasonable period of time. In case of non-conformity Classic Computer Shop will refund the price (so excluding any other costs) for which the customer has bought the item within 14 days after receipt of the return, in case no other solutions can be agreed with the customer.

11.8 Customer is obliged to inspect any bought item on safety and health hazards before use or repair. In case an issue is identified, then the customer is responsible for appropriate measures.

11.9 Classic Computer Shop is not liable for any resulting damage, such as injury, death, material damage or loss, caused by irresponsible and/or inappropriate use of or repairs on the

bought item by the customer.

11.10 Furthermore Classic Computer Shop is not liable for any resulting damage in case; 1. It didn't take the item into traffic; 2. The shortage didn't exist when the item was taken into traffic; 3. The item is not designed for economic purposes; 4. The shortage a result is of the government rules; 5. It wasn't possible at the time the item was designed to discover the shortage; 6. Other exceptions mentioned in section 6:190 and 6:185 BW.

11.11 Classic Computer Shop is not liable for environmental damage caused by bought items.

11.12 Classic Computer Shop is not liable for any damage caused by stolen bought items.

11.13 Classic Computer Shop is not liable for any damage caused by cybercrime.

11.14 Classic Computer Shop is not liable for long delivery time nor is it liable for any damage resulting from long delivery time.

11.15 Classic Computer Shop is not liable for any costs, damage or loss resulting from sending to a wrong registered address.

Section 12; **Privacy statement**

12.1 Functional cookies improve the accessibility of Classic Computer Shop's website.

Functional cookies saved on the visitor's computer can save login name, password of account and save the content of visitor's shopping cart. Classic Computer Shop also uses cookies for basic management, i.e. analytical cookies. Classic Computer Shop can e.g. manage IP access to the website, find out what browsers and devices visitors use and see where from visitors were directed to the website. The analytical cookies used by Classic Computer Shop do not contain any privacy (i.e. personal) related data.

12.2 Classic Computer Shop only uses cookie data for its own and the visitor's or customer's purposes. This data can be saved in databases of CCV Shop, Mollie and PayPal. Classic Computer Shop highly respects privacy and therefore the data storage locations are protected against unauthorized access.

12.3 During the order process, the visitor of the website or the contact by email or digital communication, has to fill in or share the real name, an invoice address, a shipping address, email address and phone number. Without this genuine data the order can not be processed.

12.4 Classic Computer Shop can use the email address and/or phone number to contact the customer in case of any questions and to share information about customer's shipment with the customer.

12.5 All data that customer enters or shares (during the order process), as well as order number, content of shopping cart and prices are always shared with Classic Computer Shop, in case of ordering on the website also with CCV Shop and if customer chooses for online payment with Mollie / CCV / Marktplaats / ebay / PayPal. In case of communication through Marktplaats, ebay or Facebook all data that customer enters or shares (during the order process), as well as order number, goods or services ordered and prices are shared with the respective parties.

12.6 If customer chooses for shipping, then Classic Computer Shop will share customer's name, address, email address and / or phone number with the corresponding parcel service (e.g. DHL, DPD, Postnl). Classic Computer Shop shares this data to optimize the delivery of customer's order: the parcel service can always contact the customer in case that's necessary.

12.7 If customer chooses to explicitly subscribe on the website to Classic Computer Shop's newsletter, then the customer's email address and name can be used for email marketing by Classic Computer Shop. Customer's email address and name will then be stored at Classic Computer Shop and CCV Shop. Customer can always choose to unsubscribe for the newsletter, for example by notifying or click unsubscribe in the newsletter.

12.8 Classic Computer Shop can also share customer's name, email address and order number with the independent review website Trustpilot to invite customer to leave feedback.

12.9 When a visitor likes or recommends Classic Computer Shop on Facebook or using

Facebook links on the website, then that data will be stored at Facebook and can be stored at Classic Computer Shop.

12.10 Apart from what is mentioned in section 12.3-12.9 Classic Computer Shop does not sell, share or publish any data.

12.11 When a visitor offers something to Classic Computer Shop using the Inkoop page on the website or by email, then all data that visitor submits is stored at Classic Computer Shop for assessing offer and replying to it.

12.12 If customer chooses to collect something at Classic Computer Shop, then the customer can be recorded at Classic Computer Shop's property by a security camera. This is solely for security and legal purposes. This footage is stored at Classic Computer Shop and will be removed after a few weeks.

12.13 Classic Computer Shop only uses personal data for its own and visitor's or customer's purposes. This data can be saved (for at least 6 months and a maximum of 20 years since sharing data) in databases of Classic Computer Shop, CCV Shop, Mollie, PayPal, Marktplaats, ebay, parcel services (e.g. DHL, DPD, Postnl), Trustpilot and Facebook. Classic Computer Shop highly respects privacy and therefore the data storage locations are protected against unauthorized access.

12.14 In compliance with the General Data Protection Regulation (GDPR) a visitor or customer has the following rights: 1) data portability: visitor or customer can ask Classic Computer Shop for a file to send that includes all or specific parts of data stored at Classic Computer Shop, which visitor or customer can share with (government) institutions for valid reasons, 2) data removal: in certain cases, such as when visitor's or customer's data is no longer needed at Classic Computer Shop and/or when visitor or customer wants to reject permission to use data at Classic Computer Shop, then visitor or customer can ask Classic Computer Shop to remove data, 3) data inspection: visitor or customer can always ask Classic Computer Shop whether data is stored at Classic Computer Shop, what for data is stored, what the purpose of this data storage is, with what parties the data is shared, for what period the data is stored and where Classic Computer Shop got the data from, 4) data rectification and supplement: if customer's data stored at Classic Computer Shop is wrong, then customer can ask Classic Computer Shop to rectify or supplement the data, 5) restricted data processing: in certain cases, such as when customer's data is wrong, when the processing of visitor's or customer's data is unlawful or when visitor's or customer's data is no longer needed, then visitor or customer can ask Classic Computer Shop to restrict processing data and 6) objection: customer can always ask Classic Computer Shop to stop using customer's data for marketing and feedback purposes.

12.15 After purchase the customer is obliged to permanently remove any personal data found on any storage medium (e.g. hard disk).

Section 13; Intellectual property rights

13.1 All texts, product photos, personal photos, product videos and sales terms & conditions are property of Classic Computer Shop. No other parties - without Classic Computer Shop's explicit permission - may use these intellectual property rights. Violation of this rule might result in legal consequences.

Address (for pickup after agreement only):

Classic Computer Shop
Koot-akker 3
2994 AD Barendrecht
The Netherlands

Contact details:

Telephone: (+31)(0)640255692

Email: classiccomputershop at ziggo dot nl (response within 24h)

General information:

KvK number: 51550865

VAT (BTW) code: NL001174620B38

IBAN: NL41KNAB0726754595

BIC: KNABNL2H

Last revision: 5 November 2019.