

Terms and Conditions - v14

juwelina

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General Terms and Conditions - Juwelina

Article 2 - Identity of the entrepreneur

Juwelina

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Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.
2. Before the distance contract is concluded electronically, the text of these general terms and conditions is made available to the consumer electronically

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the execution.
5. The entrepreneur will send the following information to the consumer at the latest when the product, service or digital content is delivered, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about warranties and existing after-sales service;
 - d. the price including all taxes of the product, service or digital content; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration;
 - f. if the consumer has a right of withdrawal, the model withdrawal form.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of at least 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
 - c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a person designated by him.

For services and digital content that is not provided on a tangible medium:

3. The consumer can dissolve a service agreement and an agreement for the supply of digital content that has not been delivered on a tangible medium for a minimum of 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
4. The reflection period referred to in paragraph 3 commences on the day following the conclusion of the agreement.

Extended cooling-off period for products, services and digital content that is not delivered on a material medium if you do not inform about the right of withdrawal:

5. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period will expire twelve months after the end of the original

reflection period determined in accordance with the previous paragraphs of this article.

6. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.

2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.

3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he will report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.

2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.

3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal rests with the consumer.

5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return.

6. If the consumer withdraws after having first explicitly requested that the provision of the service or the supply of gas, water or electricity that have not been made ready for sale in a limited volume or certain quantity starts during the cooling-off period, the consumer is the The entrepreneur owes an amount that is proportional to that part of the obligation that has been fulfilled by the entrepreneur at the time of withdrawal, compared to the full fulfillment of the obligation.

7. The consumer shall not bear any costs for the performance of services or the supply of water, gas or electricity that have not been made ready for sale in a limited volume or quantity, or for the supply of district heating, if: the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal, the reimbursement of costs in the event of withdrawal or the model form for withdrawal, or;

b. the consumer has not expressly requested the commencement of the performance of the service or the delivery of gas, water, electricity or district heating during the reflection period.

8. The consumer shall not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:

a. prior to the delivery thereof, he has not expressly agreed to commence fulfillment of the agreement before the end of the cooling-off period;

b. he has not acknowledged to lose his right of withdrawal when granting his consent; or

c. the entrepreneur has failed to confirm this statement from the consumer.

9. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he will immediately send a confirmation of receipt after receiving this notification.

2. The entrepreneur reimburses all payments from the consumer, including any delivery costs charged by the entrepreneur for the returned product, without delay but within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait with repayment until he has received the product or until the consumer demonstrates that he has returned the product, whichever is earlier.

3. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.

4. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion right of withdrawal

The entrepreneur can exclude the following products and services from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period;

2. Products that are damaged or have been changed at the request of the customer are excluded from revocation (return)

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.

2. Contrary to the previous paragraph, the entrepreneur can offer variable prices for products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence. This dependence on fluctuations and the fact that any prices mentioned are target prices are stated in the offer.

3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

a. they are the result of statutory regulations or provisions; or

b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.

5. The prices stated in the offer of products or services include VAT.

Article 12 - Compliance with the agreement and extra guarantee

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the statutory provisions existing on the date of the conclusion of the agreement. regulations and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to comply with his part of the agreement.
3. An extra guarantee is understood to mean any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the obligations. the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. With due observance of what is stated in article 4 of these general terms and conditions, the entrepreneur will execute accepted orders expeditiously but at the latest within 30 days, unless a different delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. After dissolution in accordance with the previous paragraph, the entrepreneur will immediately refund the amount that the consumer has paid.
5. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this term, a dispute arises that is subject to the dispute settlement procedure.

Article 15 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 18 - Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier.