

# Conditions générales - v1

budget-discount-dolls

09-10-2019

Terms and Conditions

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

Cooling-off period: the period within which the consumer can make use of his right of withdrawal;

Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;

Day: calendar day;

Duration transaction: a distance agreement with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;

Sustainable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.

Right of withdrawal: the possibility for the consumer to cancel the distance agreement within the cooling-off period;

Entrepreneur: the natural or legal person who offers products and / or services to consumers at a distance;

Distance agreement: an agreement whereby within the framework of a system organized by the entrepreneur for distance selling of products and / or services, until the conclusion of the agreement use is made exclusively of one or more techniques for distance communication;

Technology for distance communication: means that can be used to conclude an agreement, without the consumer and trader being in the same place at the same time.

General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Name of entrepreneur: Budget Discount Dolls

Business warehouse address: Kita-ku, Nagoya, Aichi 462-0825 Japan

Email address: info@budgetdiscountdolls.com

Chamber of Commerce number: registered at the Chamber of Commerce in The Hague (The Netherlands) by number 72893036

Article 3 - Applicability

These general terms and conditions apply to every offer from the entrepreneur and to every distance agreement and orders between entrepreneur and consumer.

Before the distance agreement is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, before the distance agreement is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.

If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available to the consumer electronically in such a way that the consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, it will be indicated before the distance contract is concluded where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions the consumer can always invoke the applicable provision that is most favorable to him is.

If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or become void, the rest of the agreement and these terms and conditions will remain in force and the provision in question will be replaced without delay by a provision that as much as possible of the original.

Situations that are not regulated in these terms and conditions must be assessed "in the spirit" of these terms and conditions.

Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained "in the spirit" of these terms and conditions.

#### Article 4 - The offer

If an offer has a limited duration or is subject to conditions, this will be explicitly stated in the offer.

The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.

The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

All images, specifications, data in the offer are indicative and cannot give rise to compensation or termination of the agreement.

Images for products are a true representation of the products offered. Entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:

the price including taxes are stated with each offer;

the possible costs of shipment are stated on the payment page;

by accepting the general terms and conditions and making the payment, the agreement is established;

unless otherwise stated, the right of withdrawal applies to every offer;

payment is made via Mollie payment systems on the payment page, delivery and implementation of the agreement will be made as soon as possible after payment;

the agreement is automatically archived after the conclusion and this can be accessed by the consumer by contacting us by telephone or e-mail;

before concluding the agreement, the consumer must check the information provided by him in the context of the agreement and, if desired, restore it.

#### Article 5 - The agreement

The agreement is subject to the provisions of paragraph 4, concluded at the time the consumer accepts the offer and meets the corresponding conditions.

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 entrepreneur has not confirmed receipt of this acceptance, the consumer can terminate the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

The entrepreneur can - within the law - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a sound conclusion of the distance agreement. 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 or to attach special conditions to the implementation.

The entrepreneur will send the following information with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;

the conditions under which and the way in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;

Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

#### Article 6 - Right of withdrawal

When purchasing products, the consumer has the option of dissolving the contract for 14 days without giving any reason. This cooling-off period starts on the day following receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.

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 assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by

the entrepreneur.

If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receiving the product. The consumer must make this known using the model form. After the consumer has indicated that he wants to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered were returned on time, for example by means of proof of shipment.

If after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal, respectively. the product has not been returned to the entrepreneur, the purchase is a fact.

#### Article 7 - Costs in case of withdrawal

If the consumer makes use of his right of withdrawal, the costs of the return shipment will be borne at most.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than within 14 days after the withdrawal. This is subject to the condition that the product has already been received back by the web retailer or conclusive proof of complete return can be submitted. Reimbursement will be made via the same payment method used by the consumer unless the consumer gives explicit permission for a different payment method.

In the event of damage to the product due to improper handling by the consumer himself, the consumer is liable for any depreciation of the product.

The consumer cannot be held liable for a reduction in the value of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

#### Article 8 - Exclusion of the right of withdrawal

The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3.

The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for products:

that have been established by the entrepreneur in accordance with the consumer's specifications;

that are clearly personal in nature;

that cannot be returned due to their nature;

that can spoil or age quickly;

whose price depends on fluctuations in the financial market over which the entrepreneur has no influence;

for individual newspapers and magazines;

for audio and video recordings and computer software of which the consumer has broken the seal.

for hygienic products of which the consumer has broken the seal or open the package.

#### Article 9 - The price

During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes due to changes in VAT rates.

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

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

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

these are the result of statutory regulations or provisions; or

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

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

All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typesetting errors. The entrepreneur is not obliged to deliver the product at the wrong price for printing and typing errors.

#### Article 10 - Conformity and warranty

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 legal provisions and / or existing provisions on the date of the conclusion of the agreement. or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the agreement.

Any defects or incorrectly delivered products must be reported in writing to the entrepreneur within 4 weeks after delivery. Return of the products must be in the original packaging and in new condition.

The entrepreneur's warranty period corresponds to the factory warranty period. However, the entrepreneur is never responsible for the ultimate suitability of the products for each individual application by the consumer, nor for any advice regarding the use or application of the products.

The warranty does not apply if:

The consumer has repaired and / or modified the delivered products himself or had them repaired and / or modified by third parties;

The delivered products are exposed to abnormal circumstances or are otherwise carelessly treated or are contrary to the instructions of the entrepreneur and / or have been treated on the packaging;

The defectiveness is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials used.

#### Article 11 - Delivery and implementation

The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer has made known to the company.

With due observance of what is stated about this in paragraph 4 of this article, the company will execute accepted orders with due speed, though at the latest within 30 days, unless the consumer has agreed to a longer delivery period. 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 terminate the agreement without costs. The consumer is not entitled to compensation.

All delivery times are indicative. The consumer cannot derive any rights from any specified periods. Exceeding a term does not entitle the consumer to compensation.

In the event of termination in accordance with paragraph 3 of this article, the trader will refund the amount paid by the consumer as soon as possible, but no later than within 14 days after termination.

If delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement item available. At the latest at the delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible return shipment are at the expense of the entrepreneur.

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 explicitly agreed otherwise.

#### Article 12 - Duration transactions: duration, cancellation and extension

##### Cancellation

The consumer can at all times cancel an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of one month at most.

The consumer can at all times terminate a contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services with due observance of the agreed termination rules and a cancellation period of at least one month at most.

The consumer can the agreements mentioned in the previous paragraphs:

cancel at any time and not be limited to cancellation at a specific time or in a specific period;

at least cancel in the same way as they are entered into by him;

always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

##### Extension

An agreement that has been entered into for a definite period of time and that extends to the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a specific duration.

By way of derogation from the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily, weekly and weekly newspapers and magazines may be tacitly renewed for a specific duration of a maximum of three months if the consumer concludes this extended contract against can terminate the extension with a notice period of at most one month.

An agreement that has been entered into for a fixed period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of at most one month and a notice period of at most three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

A contract with a limited duration for the regular introduction of daily newspapers, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

##### Expensive

If an agreement has a duration of more than one year, the consumer may cancel the agreement at any time after one year with a cancellation period of at most one month, unless reasonableness and fairness preclude cancellation before the end of the agreed duration.

#### Article 13 - Payment

Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in Article 6 paragraph 1. In the case of an agreement to provide a service, this period commences after the consumer has received the confirmation of the agreement.

The consumer has the duty to immediately report inaccuracies in payment data provided or specified to the entrepreneur.

In the event of non-payment on the part of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs incurred in advance.

#### Article 14 - Complaints

The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.

Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within 7 days, after the consumer has found the defects.

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 respond within a period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.

#### Article 15 - Disputes

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer is living abroad.

The Vienna Sales Convention does not apply.

#### Article 16 - Additional or different provisions

Additional or deviating provisions 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 in an accessible manner on a durable medium.