

Terms and Conditions - v1

bodempapier

15-01-2020

Terms and Conditions of Bodempapier BV, established in Poeldijk (Netherlands) at the following address: Van Ruyvenlaan 17.

1. General

- 1.1 These general terms and conditions apply to all offers of Bodempapier BV. The conditions are accessible to everyone and included on the internet site of Bodempapier BV. Upon request, we will send you a written copy.
- 1.2 By placing an order you indicate that you agree with the delivery and payment conditions. Bodempapier BV reserves the right to change its delivery and / or payment conditions after the expiry of the term.
- 1.3 Unless otherwise agreed in writing, the general or specific conditions or stipulations of third parties are not recognized by Bodempapier BV.
- 1.4 Bodempapier BV guarantees that the delivered product meets the agreement and meets the specifications stated in the offer.

2. Delivery

- 2.1 Delivery takes place while stocks last.
- 2.2 Within the framework of the rules of distance selling, Bodempapier BV will execute orders at least within 4 days. If this is not possible (because the order is not in stock or no longer available), or there is a delay for other reasons, or an order can not or only partially be executed, then the consumer will receive within 1 week after the installation of the order and in that case he has the right to cancel the order without costs and notice of default.
- 2.3 The delivery obligation of Bodempapier BV will, subject to proof to the contrary, be met as soon as the goods delivered by Bodempapier BV have been presented to the customer once. In the case of home delivery, the report of the carrier, which implies the refusal of acceptance, serves as full proof of the delivery offer.
- 2.4 All terms mentioned on the internet site are indicative. No rights can therefore be derived from the aforementioned terms.

3. Prices

- 3.1 Prices are not increased within the duration of the offer, unless legal measures make this necessary or if the manufacturer makes interim price increases.
- 3.2 All prices on the site are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors.
- 3.3 All prices on the site are in Euros and include 9% or 21% VAT.

4. Visibility period / right of withdrawal

- 4.1 If there is a consumer purchase, in accordance with the Distance Selling Act (Section 7: 5 Dutch Civil Code), the customer has the right to return (part of) the delivered goods within a period of 14 days without giving any reason. This period starts at the moment that the ordered items are delivered. If the customer has not returned the delivered goods to Bodempapier BV after this period, the purchase is a fact. The customer is obliged, before proceeding to return, within the period of 14 days after delivery to make written notification to Bodempapier BV. The customer must prove that the delivered goods have been returned on time, for example by means of proof of mail delivery. Return of the goods must be in the original packaging (including accessories and accompanying documentation) and in new condition. If the goods have been used by the customer, encumbered or damaged in any way, the right to dissolution within the meaning of this paragraph will lapse. With due observance of the provisions in the previous sentence, Bodempapier BV ensures that within 5 working days after good receipt of the return shipment, the full purchase price including the calculated shipping costs will be refunded to the customer. The return of the delivered goods is entirely at the expense and risk of the buyer.

5. Data management

- 5.1 If you place an order with Bodempapier BV, your data will be included in the customer base of Bodempapier BV. Bodempapier BV adheres to the Personal Records Act and will not provide your details to third parties.
- 5.2 Bodempapier BV respects the privacy of the users of the internet site and ensures confidentiality of your personal data.
- 5.3 In some cases, soil paper BV uses a mailing list. Each mailing contains instructions to remove yourself from this list.

6. Guarantee and conformity

- 6.1 The entrepreneur warrants that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions existing on the date of the conclusion of the agreement. and / or government regulations.
- 6.2 An arrangement offered by the entrepreneur, manufacturer or importer as a guarantee does not affect the rights and claims that the consumer can enforce against the entrepreneur in respect of a shortcoming in the fulfillment of the obligations of the entrepreneur by virtue of the law and / or the distance contract.

6.3 The customer is obliged to check the delivered goods immediately upon receipt. If it appears that the delivered item is wrong, inadequate or incomplete, then the customer (before proceeding to return to Bodempapier BV these defects immediately in writing to Bodempapier BV, through the contact form on the website info@bodempapier.nl. defects or incorrectly delivered goods must and can be reported to Bodempapier BV in writing up to a maximum of 14 days after delivery Return of the items must take place in the original packaging (including accessories and accompanying documentation) and in a new condition. failure, damage arising after detection of failure, encumbrance and / or resale after detection of defect, this right to complain and return completely canceled.

6.4 If complaints from the customer are found to be well-founded by Bodempapier BV, Bodempapier BV will, at its option, either replace the delivered goods free of charge or take a written arrangement regarding the compensation with the customer, on the understanding that the liability of Bodempapier BV and therefore the amount the compensation is always limited to a maximum of the invoice amount of the goods concerned, or (at the choice of Bodempapier BV) to the maximum amount covered by the liability insurance of Bodempapier BV in the relevant case. Any liability of Bodempapier BV for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential loss or damage due to lost profits.

6.5 Bodempapier BV is not liable for damage caused by intent or equivalent conscious recklessness of non-managerial staff.

6.6 This guarantee does not apply if: A) and as long as the customer is in default towards Bodempapier BV; B) the customer has repaired the delivered goods himself and / or processed or has third parties repaired or processed. C) the delivered goods are exposed to abnormal circumstances or otherwise careless handling or contrary to the instructions of Bodempapier BV and / or instructions on the package are treated; D) the defect is wholly or partially the result of regulations that the government has made or will make regarding the nature or the quality of the materials used;

7. Offers 7.1 Offers are without obligation, unless otherwise stated in the offer.

7.2 Upon acceptance of a non-committal offer by the buyer, Bodempapier BV reserves the right to revoke or deviate from the offer within the period of 3 working days after receipt of that acceptance.

7.3 Verbal promises are binding on Bodempapier BV only after they have been expressly confirmed in writing.

7.4 Offers from Bodempapier BV do not automatically apply to repeat orders.

7.5 Bodempapier BV can not be held to its offer if the customer should have understood that the offer, or any part thereof, contained an obvious mistake or error.

7.6 Additions, changes and / or further agreements are only valid if agreed in writing.

7.7 Offers are as long as stocks last unless indicated otherwise.

8. Agreement

8.1 An agreement between Bodempapier BV and a customer comes about after an order has been assessed by Bodempapier BV for feasibility.

8.2 Bodempapier BV reserves the right to refuse orders or orders without giving reasons or to accept them exclusively on the condition that the shipment is made cash on delivery or after payment in advance.

9. Images and specifications

9.1 All images; photographs, drawings etc .; eg data concerning weights, dimensions, colors, images of labels, etc. on the internet site of Bodempapier BV (www.bottompaper.com) are only approximate, are indicative and can not lead to compensation or dissolution of the agreement.

10. Force Majeure

10.1 Bodempapier BV is not liable, if and to the extent that its obligations can not be fulfilled due to force majeure.

10.2 Force majeure means any strange cause, as well as any circumstance, which should not reasonably be at its risk. Delay or default by our suppliers, disruptions in the Internet, faults in the electricity, malfunctions in e-mail traffic and malfunctions or changes in technology provided by third parties, transport problems, strikes, government measures, delays in the supply, negligence of suppliers and / or manufacturers of Bodempapier BV as well as auxiliary persons, sickness of personnel, defects in auxiliary or transport equipment are expressly regarded as force majeure.

10.3 In the event of force majeure, Bodempapier BV reserves the right to suspend its obligations and is also entitled to dissolve the agreement in whole or in part, or to demand that the content of the agreement be amended in such a way that execution remains possible. Under no circumstances is Bodempapier BV obliged to pay any penalty or compensation.

10.4 If Bodempapier BV has already partially fulfilled its obligations upon the occurrence of the force majeure, or can only partly fulfill its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the customer is obliged to pay this invoice as if it were concerned. It is a separate contract. This does not apply, however, if the already delivered or deliverable part does not have an independent value.

11. Liability

11.1 Bodempapier BV is not liable for damage to vehicles or other objects caused by improper use of the products.

Bodempapier BV is also not liable for damage to living animals where the product is applied. Before use, read the instructions and / or consult our website www.bodempapier.nl or, if in doubt, contact us via telephone 0616269800 or by email info@bodempapier.nl

11.2 Use of all articles honeycomb soil paper which are offered by Bodempapier BV, at full deductible. Read the directions and / or consult our website www.bottomcover.nl before use or, if in doubt, contact us via telephone +31 (0) 616269800 or by email info@bodempapier.nl. No claims or claims can be made on the advice.

12. Reservation of ownership

12.1 Ownership of all goods sold and delivered to the buyer by Bodempapier BV remains with Bodempapier BV as long as the customer has not paid the claims of Bodempapier BV pursuant to the agreement or earlier or later similar agreements, as long as the customer has carried out the work performed or to be performed has not yet complied with work from these or similar agreements and as long as the customer has not paid the claims of Bodempapier BV due to shortcomings in the fulfillment of such commitments, including claims in respect of fines, interest and costs, as referred to in Section 3:92 of the Dutch Civil Code.

12.2 The items delivered under the retention of title may only be resold within the framework of normal business operations and may never be used as a means of payment.

12.3 The customer is not authorized to pledge the goods falling under the retention of title or encumber them in any other way.

12.4 The customer now unconditionally and irrevocably authorizes Bodempapier BV or a third party to be appointed by Bodempapier BV, in all cases in which Bodempapier BV wishes to exercise its property rights, to enter all those places where its properties will be located and those items there. to bring along.

12.5 If third parties seize goods delivered subject to retention of title or wish to establish or assert rights thereon, the customer is obliged to inform Bodempapier BV of this as soon as reasonably may be expected.

12.6 The customer undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available on first request to Bodempapier BV

13. Applicable law / competent court

13.1 Dutch law applies to all agreements.

13.2 Disputes resulting from an agreement between Bodempapier BV and the buyer, which can not be resolved by mutual agreement, shall be heard by the competent court within the district public prosecutor's office in The Hague, unless Bodempapier BV prefers the difference to the competent court of the residence of the buyer, and with the exception of those disputes that belong to the competence of the subdistrict court.