

Terms and Conditions - v2

sandunga

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STANDARD TERMS AND CONDITIONS

Terms and conditions Sandunga Mexican Handicraft

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Article 1 - Definitions

In these terms and conditions, the following definitions shall apply:

1. Withdrawal period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person not acting in the exercise of a profession or business and entering into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Duration transaction: a distance contract relating to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. Model form: the model form for withdrawal made available by the entrepreneur which a consumer can fill in when he wants to exercise his right of withdrawal.
8. Entrepreneur: the natural or legal person offering products and/or services to consumers at a distance;
9. Distance contract: an agreement whereby, within the framework of a system organised by the entrepreneur for distance selling of products and/or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;
10. Technique for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having come together in the same room at the same time.
11. General Terms and Conditions: the present General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Name of the entrepreneur: Sandunga Mexican Handicraft

Business address: Curacaostraat 97-1, 1058 BS Amsterdam

Visiting address: Curacaostraat 97-1, 1058 BS Amsterdam

Telephone number: +31613071902 (available from 9:00 to 12:00 and from 18:00 to 22:00)

E-mail address: sandungahandicraft@gmail.com

Chamber of Commerce number: 83373713

VAT number: 522285077B01

Article 3 - Applicability

1. These General Terms and Conditions apply to every offer of the entrepreneur and to every distance contract and order concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.
3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the consumer's request.
4. In case specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and in case of conflicting general terms and conditions, the consumer may always rely on the applicable provision that is most favourable to him.
5. If one or more stipulations in these general terms and conditions are at any time wholly or partially void or annulled, the agreement and these terms and conditions shall otherwise remain in force and the stipulation in question shall be replaced forthwith in mutual consultation by a stipulation that approximates the purport of the original as much as possible.
6. Situations not regulated in these general terms and conditions should be assessed 'in the spirit' of these general terms and conditions.
7. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services on offer. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a truthful representation of the products and/or services on offer. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot be a reason for compensation or dissolution of the agreement.
5. Images of products are a true representation of the products offered. Entrepreneur cannot guarantee that the colours displayed correspond exactly to the real colours of the products.
6. Each offer contains such information that it is clear to the consumer what the rights and obligations are, which are attached to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - any shipping costs
 - the way in which the agreement will be concluded and which actions are necessary for this;
 - whether or not the right of withdrawal is applicable;
 - the method of payment, delivery and performance of the agreement;
 - the period for accepting the offer, or the period within which the trader guarantees the price;
 - the level of the rate of distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
 - whether the agreement is archived after its conclusion and, if so, the way in which it can be consulted by the consumer;
 - the manner in which the consumer, before concluding the contract, can check and, if desired, rectify the data provided by him under the contract;
 - any languages other than Dutch in which the contract can be concluded;
 - the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and
 - the minimum duration of the distance contract in case of a duration transaction.
- Optional: available sizes, colours, type of materials.

Article 5 - The agreement

1. The agreement, subject to the provisions of paragraph 4, is concluded at the moment of acceptance by the consumer of the offer and the fulfilment of the conditions set out therein.
2. If the consumer has accepted the offer electronically, the trader will immediately confirm receipt of 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 shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the consumer can pay electronically, the entrepreneur shall observe appropriate security measures.
4. The entrepreneur may - within legal frameworks - investigate 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 remote agreement. If, based on this investigation, the entrepreneur has good grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the implementation, while stating reasons.
5. The entrepreneur shall send the consumer the following information with the product or service, in writing or in such a way that the consumer can store it 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 on which and the way 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 on guarantees and existing after-sales service;
 - d. the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided the consumer with these data before the implementation of the agreement;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is of indefinite duration.
6. In the case of a duration transaction, the provision of the previous paragraph applies only to the first delivery.
7. Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

On delivery of products:

1. When purchasing products, the consumer has the possibility of dissolving the agreement without giving reasons for a period of 14 days. This reflection period commences on the day after receipt of the product by the consumer or a representative previously designated by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and 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 to the entrepreneur with all delivered accessories and - if reasonably possible - in the original condition and packaging, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to exercise his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known using the model form. After the consumer has expressed his wish to make use of his right of withdrawal, he must return the product within 14 days. The consumer has to prove that the delivered goods were returned in time, for example by means of a proof of dispatch.
4. If the customer has not expressed his wish to use his right of withdrawal or has not returned the product to the entrepreneur after the expiry of the periods mentioned in paragraphs 2 and 3, the purchase is a fact.

On delivery of services:

1. In case of delivery of services, the consumer has the possibility to dissolve the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.
2. To make use of his right of withdrawal, the consumer will comply with the reasonable and clear instructions provided by the operator at the time of the offer and/or at the latest upon delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, at most the costs of return shipment shall be for his account.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but at the latest within 14 days after withdrawal. Reimbursement will be made via the same payment method used by the consumer unless the consumer explicitly authorises a different payment method.
3. If the product is damaged due to careless handling by the consumer, the consumer is liable for any depreciation in value of the product.
4. The consumer cannot be held liable for depreciation of the product when the entrepreneur has not provided all legally required information on the right of withdrawal, this should be done before the conclusion of the purchase agreement.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 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.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been created by the entrepreneur in accordance with the consumer's specifications;
 - b. that are clearly personal in nature;
 - c. that cannot be returned due to their nature;
 - d. that spoil or age quickly;
 - e. whose price is subject to fluctuations on the financial market over which the entrepreneur has no influence;
 - f. for single newspapers and magazines;
 - g. for audio and video recordings and computer software of which the consumer has broken the seal.
 - h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services
 - a. concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - b. whose delivery has started with the consumer's express consent before the cooling-off period has expired;
 - c. concerning bets and lotteries.

Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered shall not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the Entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market that are beyond the Entrepreneur's control, with variable prices. This link to fluctuations and the fact that any prices mentioned are target prices shall be mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stipulated them and:
 - a. they are the result of legal regulations or stipulations; or
 - b. the consumer is authorised to terminate the contract on the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability shall be accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 - Conformity and Warranty

1. The trader guarantees that the products and/or services comply with the contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date the contract was concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the trader, manufacturer or importer does not affect the legal rights and claims that the consumer can enforce against the trader under the contract.
3. Any defective or wrongly delivered products should be reported to the entrepreneur in writing within 4 weeks after delivery. Products must be returned in their original packaging and in new condition.
4. The guarantee period of the entrepreneur corresponds to the factory guarantee 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.
5. The guarantee does not apply if:
 6. The consumer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;
 7. The delivered products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or treated on the packaging;
 8. The inadequacy is entirely or partially the result of regulations imposed or to be imposed by the government regarding the nature or quality of the materials used.

Article 11 - Delivery and implementation

1. The entrepreneur shall take the greatest possible care when receiving and executing product orders and when assessing requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Subject to what is stated in paragraph 4 of this article, the company will execute accepted orders with convenient speed but at the latest within 30 days, unless the consumer has agreed to a longer delivery period. If delivery is delayed, or if an order cannot or can only be partially carried out, the consumer will be informed about this at the latest 30 days after the order was placed. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to any compensation.
4. All delivery terms are indicative. The consumer cannot derive any rights from any terms mentioned. Exceeding a term gives the consumer no right to compensation.
5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount paid by the consumer as soon as possible, but at the latest within 14 days after dissolution.
6. If delivery of an ordered product turns out to be impossible, the entrepreneur will make an effort to provide a replacement article. At the latest upon delivery, it will be clearly and comprehensibly stated that a replacement article is being delivered. With replacement articles, the right of withdrawal cannot be excluded. The costs of any return shipment shall be borne by the entrepreneur.
7. 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, termination and extension

Termination

1. The consumer may at any time terminate an open-ended contract, which extends to the regular delivery of products (including electricity) or services, subject to the agreed termination rules and a notice period of up to one month.
2. The consumer may terminate a fixed-term contract that was concluded for the regular supply of products (including electricity) or services at any time at the end of the fixed term in accordance with the applicable termination rules and a period of notice that does not exceed one month.
3. The consumer may terminate the agreements referred to in the previous paragraphs:
 - terminate them at any time and not be limited to termination at a specific time or period;
 - at least terminate them in the same way as they were entered into by him;
 - always terminate with the same notice period as the entrepreneur has stipulated for himself.

Extension

4. A fixed-term contract that has been entered into for the regular supply of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
5. Notwithstanding the previous paragraph, a fixed-term contract that has been concluded for the regular supply of daily or weekly newspapers and magazines may be tacitly renewed for a fixed term not exceeding three months, if the consumer may terminate this renewed contract towards the end of the renewal with a notice period of not more than one month.
6. A fixed-term contract that was concluded for the regular delivery of products or services may only be tacitly renewed for an indefinite period of time if the consumer may terminate the contract at any time with a period of notice that does not exceed one month and a period of notice that does not exceed three months in the event that the contract extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. A contract with a limited duration for the regular supply of daily or weekly newspapers and magazines by way of introduction (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration

8. If a contract has a duration of more than one year, after one year the consumer may terminate the contract at any time with a notice period of up to one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer should be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In case of an agreement to provide a service, this period starts after the consumer has received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to the entrepreneur.
3. In case of default of payment by the consumer, the entrepreneur has the right to charge the reasonable costs made known to the consumer in advance, subject to legal restrictions.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicised complaints procedure and handles complaints in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur within 7 days fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a notice of receipt and an indication of when the consumer can expect a more detailed answer.
4. If the complaint cannot be solved by mutual agreement, a dispute arises which is subject to the dispute settlement procedure.
5. In case of complaints, a consumer should first turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.
7. If a complaint is found valid by the entrepreneur, the entrepreneur will, at his discretion, either replace or repair the delivered products free of charge.

Article 15 - Disputes

1. On agreements between the entrepreneur and the consumer to which these general conditions relate, only Dutch law applies. Even if the consumer resides abroad.
2. The Vienna Sales Convention is not applicable.

Article 16 - Additional or different provisions

Additional provisions or provisions deviating 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.