

Terms and Conditions - v5

Outprints

17-02-2022

Consumer: (or “you”) the natural person whose action is not within the course of a profession or business and who enters into an distance contract with a trader, that is Outprints.

(KVK-nr: 68437374)

Website: the set of webpages, software, services and such connected to the domain name www.outprints.nl and the subdomains and all via the website of Outprints accessible services.

Webshop: The webshop of Outprints on the Website.

Product(s) : The goods that Outprints sells and supplies.

(General) Terms and Conditions: These terms and conditions.

APPLICABILITY

These terms and conditions (“Terms”) govern and apply to anyone accessing or using the website. Please take some time to review these Terms & Conditions. By accessing or using the Services, including purchasing any products through the Services, you represent, warrant, understand and agree: (1) to accept, comply with, and be bound by these Terms; (2) that you have the right, authority, and capacity to abide by these Terms; (3) to comply with all applicable laws, rules and regulations concerning your access to and use of the Services; and (4) you are of legal age to form a binding contract and are not a person barred from receiving services. Certain services may be subject to additional terms, guidelines or rules, which will be available in conjunction with those relevant services, and those additional terms will become part of these Terms when you use those services.

These General Terms and Conditions are only available in the English language.

CONCLUSION AND CONTENT OF THE AGREEMENT

An Agreement will be concluded by the consumer and Outprints exclusively by means of Outprints acceptance of an Order (the offer) from the consumer that has been placed on or via the Website by (1) selecting a product; (2) filled in his/her address details and, if the delivery address is not the same as the invoice address, the delivery address desired; (3) the consumer has checked the order; (4) the consumer has made a payment. (4) Outprints will send the consumer a confirmation, by e-mail, as soon as possible after the order has been placed.

Outprints reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from Outprints, for any reason whatsoever. Outprints reserves the right to limit the number of items ordered and to refuse service to you without prior notification. In the event that an item lists an incorrect price, either due to typographical or other error, Outprints shall have the right to refuse or cancel any such order placed for the incorrect price, regardless of whether the order is being or has been processed. If payment has already been made or if your account has already been charged for the purchase and the order is cancelled, Outprints shall credit your account in the amount of the incorrect price.

Outprints will keep the agreement on file and retain it for a certain term (having a minimum of seven years). The consumer may also request a copy of the agreement from Outprints – as long as Outprints has it on file – by contacting Outprints via info@outprints.nl

The agreement, including the Privacy Policy placed on the Website and these General Terms and Conditions, constitute the entire agreement between the consumer and Outprints with respect to the use of the Website and the placement and execution of an order.

DELIVERY METHOD AND DELIVERY DATES

Shipment will be made using a carrier designated by Outprints.

After the agreement has been concluded Outprints will send the products as quickly as possible, and in any event within fourteen (14) days, to the address indicated by the consumer, provided that outprints has received the full purchase price.

The Product(s) will be delivered based on the information as mentioned in the confirmation mail or order confirmation. You warrant that this information, for example your name and address, are correct. In case of any change in this information you shall notify Outprints in writing as soon as possible at info@outprints.nl. If you do not take up the Product(s) (on time), irrespective of the reason, the costs made by Outprints therefor, including any costs of transportation, storage and safekeeping may be transferred to the consumer.

Outprints will make delivery in accordance with agreed delivery dates to every extent possible; however, the consumer acknowledges that the delivery dates are based on the circumstances of which Outprints is aware at the time at which the agreement is concluded and, insofar as they are dependent on work or services to be provided by third parties, on the information that such third parties provide to Outprints.

The goods will be imported on behalf of the consumer. The consumer authorized Outprints to import the goods on his/her behalf. Further, the consumer agrees that Outprints may delegate the obligation to import the goods on his/her behalf to a subcontractor (e.g. customs broker). The consumer will pay the taxes & duties in addition with the purchase price of the goods.

The risk with respect to any damage to or loss of the products will be transferred to the consumer as from the time at which the products are delivered.

PRICE AND PAYMENT

The prices indicated on the Website are inclusive of Value Added Tax (VAT) and are exclusive of shipping costs and taxes/duties. The return shipping costs will be payed by the consumer. The total purchase price due will be indicated when the order is placed and when the agreement is confirmed.

Outprints will be entitled to adjust the prices indicated on the Website from time to time without any notice being required. The prices indicated at the time at which the order is placed will be deemed to be the prices that form part of the agreement.

Payment may be made using the methods indicated on the Website.

RIGHT TO RETURN

The consumer will be entitled to return the product that has been delivered, within a term of 21 days after the product has been received, without stating his/her reason for doing so, in the manner indicated by Outprints on the invoice and on the website, provided that the product has not been worn/used, is undamaged and (insofar as possible) is in the original and undamaged packaging. The consumer will not be permitted to exchange the product for another product. If the consumer wishes to purchase another product he/she will have to place a new order on the Website.

In the case referred to in the preceding subsection, Outprints will refund the purchase price of the product as quickly as possible to the account used to purchase the order, but in any event within 14 days after Outprints received the returned product, this is without shipping cost.

FORCE MAJEURE

Outprints is not liable for any damage as a result of a delay in the delivery or a failure to deliver that has been caused by circumstances that impede Outprints from complying with its obligations, and that cannot be attributed to Outprints because they cannot be blamed on Outprints, and cannot be deemed to be for the Outprints account in accordance with the law, a legal act or in accordance with generally accepted standards, such as - but not restricted to - war, threat of war, civil war, riots, a day of national mourning announced by the government, strikes, transport problems, trade limitations, problems with customs authorities, fire, flooding, earthquake or the bankruptcy, a failure on the part of Outprints suppliers to supply goods or a failure on the part of Outprints suppliers to supply goods in a timely manner, interruptions in the supply of goods to be delivered by third parties, including water and electricity, and other serious interruptions in the business operations of Outprints or third parties that it engages.

If as a result of a situation involving force majeure Outprints fails to comply with its obligations under the agreement or fails to do so in a timely manner, Outprints will be entitled to perform the agreement within a reasonable term or - if compliance within a reasonable term is not possible - to dissolve the agreement in whole or in part, without Outprints being obliged to pay the consumer any compensation in that respect.

COMPLAINTS

The contact details of Outprints to handle complaints can be found by clicking on the 'Contact Us' button on the Website or emailing info@outprints.nl

The consumer will be obliged to inspect the product when it has been delivered and to notify Outprints within a reasonable term in the event that there are any visible defects or other complaints regarding the performance of the agreement. Such complaints must be submitted in writing and must be fully and clearly substantiated.

Outprints will respond to any complaints that it receives within a term of 14 days after receipt. Outprints will notify the consumer within a term of 14 days in the event that it is foreseeable that the complaint will require a longer term to be processed, stating the term within which the consumer can expect to receive an answer.

The consumer acknowledges that: minor deviations and deviations that are generally considered acceptable in respect of the quality, size, color, finishing, etc. of products cannot be avoided or are difficult to avoid and do not constitute a well founded reason to submit a complaint. Such complaints, and complaints regarding the removal of certain products from the Website, are not well founded. Outprints will not be liable for any damage that the consumer sustains as a result of such deviations or the removal of such products from the Website.

INVALID PROVISIONS

In the event that any provision contained in these General Terms and Conditions is invalid: the remaining provisions contained in these Terms and Conditions will nonetheless remain in effect; and the invalid provision will have to be interpreted as, or converted into, a valid provision having the same purport to every extent possible.

AMENDMENT TO THE GENERAL TERMS AND CONDITIONS

Outprints will be entitled to amend these General Terms and Conditions from time to time. The most recent version of the General Terms and Conditions will be placed on the Website. The consumer must always consult these General Terms and Conditions before using the Website. If the consumer is unable to consult the General Terms and Conditions via the Internet Outprints will send the consumer a copy of the most recent version of the General Terms and Conditions by e-mail.

WEBSITE TERMS OF USE

DEFINITIONS

In addition to the General Terms and Conditions, in these Website Terms of Use the following terms shall have the following meanings:

Information/Content: The information, recommendations and/or services made available to you on or via the Webshop and Website.

Materials: Ideas and/or materials, including, but not limited to: texts, images, sounds, software or information.

Terms of use: The following Website Terms of Use and any policies and/or statements referred to on the Website regarding the use of certain (parts of) the Website.

Applicability:

These Website Terms of Use apply to all visits to, and use of the Webshop and the Website by you, as well as to all the Information/Content and the Contract.

All information, text, graphics, images, photographs, logos, illustrations, descriptions, data, designs, icons, video clips, audio clips, sounds, files, trademarks, copyrighted material, trade dress, interfaces, software, specifications, catalogs, literature, advertisements, titles, names and any other materials provided on the Services are owned by Outprints and/or third parties. This content may contain omissions, errors, or may be out of date.

Outprints makes all efforts to accurately display the Products, including the colors; however, it is possible that the actual color may be other than as displayed on computer monitors, which can distort color.

Outprints reserves the right, in its sole discretion, to change, delete, update, modify or otherwise alter the Content at any time without providing notice to you. The Content is provided for informational purposes only and is not binding on Outprints in any way except to the extent that it is specifically indicated to be so.

Third party (website)

Outprints is not responsible or liable for any loss or damage of any sort incurred as a result of any dealings with any third party website or merchant or operator of such a third party website.

Disclaimer of warranty

All content, products and services on the site, or obtained from a website to which the site is linked are provided to you as is without any guarantees or warranty. In connection with all content, products and services on this site, Outprints, makes no warranty of any kind, either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. Use of the product by a user is at the users's risk.

Limitation of liability

Outprints shall not be liable to you for any direct, incidental, special, consequential or exemplary damages that result from the use of, or the inability to use, the materials and services on this site or the performance of any its products.