

Terms and Conditions - v1

artifox

18-01-2023

ARTICLE 1: DEFINITIONS

In these terms and conditions:

1. Supplementary agreement: an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Reflection period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who is not acting for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Continuing performance contract: an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period;
7. Durable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation or use during a period appropriate to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. Right of withdrawal: the option of the consumer to waive the distance contract within the cooling-off period;
9. Entrepreneur: the private company with limited liability Artifox.nl;
10. Distance contract: an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for the distance sale of products, digital content and/or services, whereby up to and including the conclusion of the agreement use is made of one or more techniques for distance communication;
11. Model withdrawal form: the European model withdrawal form included in Annex I of these terms and conditions; Appendix I need not be made available if the consumer has no right of withdrawal with regard to his order;
12. Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

ARTICLE 2: IDENTITY OF THE ENTREPRENEUR

Entrepreneur name: Artifox.nl trading under the name(s): Harm Tollenaar B.V.
Business address: Passeweg 29 6601AE AE Wijchen
Phone number: (+31) 0642715513
Availability: From Monday to Friday from 09:00 to 16:30
E-mail address: info@artifox.nl
Chamber of Commerce number: 56798261
VAT identification number: NL852307056B01

ARTICLE 3: APPLICABILITY

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between the entrepreneur and the 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, the entrepreneur will indicate how the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the request of the consumer.
3. 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 can be made available to the consumer electronically in such a way that they can be read by the consumer. Consumer can be stored in a simple manner 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 free of charge at the request of the consumer electronically or otherwise.

ARTICLE 4: THE OFFER

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly 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 enable 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 errors in the offer do not bind 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. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the corresponding 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. The entrepreneur can - within the legal framework - 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 implementation.
5. The entrepreneur will send the following information, in writing or in such a way that the consumer can store it in an accessible manner on a durable data carrier, no later than upon delivery of the product, service or digital content to the consumer:
 - 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; where applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - e. the requirements for termination of the agreement if the agreement has a duration of more than one year or of is of indefinite duration;
 - f. if the consumer has a right of withdrawal, the model form for withdrawal.
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

By products:

1. The consumer can enter into an agreement regarding the purchase of a product during a cooling-off period of 14 days dissolve without giving reasons. The entrepreneur may ask the consumer about the reason for the withdrawal, but not this one to state his reason(s).
 2. The cooling-off period referred to in paragraph 1 commences on the day after the consumer, or a third party designated in advance by the consumer, has 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, has 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 third party designated by him, has received the first product.
- For services and digital content that is not supplied on a material carrier:
3. The consumer can conclude a service contract and a contract for the supply of digital content that is not material carrier has been delivered for 14 days without giving reasons. The entrepreneur may ask the consumer about the reason for withdrawal, but not oblige it to state its reason(s).
 4. The cooling-off 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 supplied on a material carrier if information is not provided about the right of withdrawal:

5. If the entrepreneur provides the consumer with the legally required information about the right of withdrawal or the model form revocation has not provided, the cooling-off period expires twelve months after the end of the original, in accordance with the cooling-off period established in 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 reflection period, the reflection period expires 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 operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a shop.
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 THE RESULTING COSTS

1. If the consumer makes use of his right of withdrawal, he must 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 shall return the product or hand 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 cooling-off period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in the 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 lie with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer must 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 returning the goods.
6. If the consumer withdraws after having first expressly requested that the performance of the service or the supply of gas, water or electricity that has not been prepared for sale commence in a limited volume or specific quantity during the cooling-off period, the consumer is the entrepreneur 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 does not bear any costs for the performance of services or the supply of water, gas or electricity

that have not been prepared 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 supply of gas, water, electricity or district heating during the cooling-off period.
8. The consumer does not bear any costs for the full or partial delivery of digital content not supplied on a tangible medium, if:
prior to delivery, he has not expressly agreed to commencing fulfillment of the agreement before the end of the cooling-off period;
b. he has not acknowledged losing his right of withdrawal when giving 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 electronically possible, he will immediately send a confirmation of receipt after receipt of this notification.
2. The entrepreneur will reimburse all payments made by the consumer, including any delivery costs charged by the entrepreneur for the returned product, immediately 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 paying back until he has received the product or until the consumer demonstrates that he has returned the product, whichever is the earlier.
3. The entrepreneur uses the same means of payment 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 OF THE 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 on which the entrepreneur has no control influence and which may occur within the withdrawal period;
2. Agreements concluded during a public auction. A public auction is understood to mean a method of sale whereby products, digital content and/or services are offered by the entrepreneur to the consumer who is personally present or is given the opportunity to be personally present at the auction, under the supervision of an auctioneer, and whereby the successful bidder is obliged to offer the products, digital purchase content and/or services;
3. Service agreements, after full performance of the service, but only if:
a. the performance has begun with the express prior consent of the consumer; and
b. the consumer has stated that he will lose his right of withdrawal as soon as the entrepreneur has completed the agreement executed;
4. Package travel as referred to in Article 7:500 of the Dutch Civil Code and agreements for passenger transport;
5. Service agreements for the provision of accommodation, if the agreement specifies a specific date or period is provided for and other than for residential purposes, goods transport, car rental services and catering;
6. Agreements relating to leisure activities, if the agreement specifies a specific date or period of performance provided;
7. Products manufactured according to the consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual consumer choice or decision, or which are clearly intended for a specific person;
8. Products that spoil quickly or have a limited shelf life;
9. Sealed products that are not suitable for return for reasons of health protection or hygiene and of which the seal has been broken after delivery;
10. Products that are irrevocably mixed with other products after delivery due to their nature;
11. Alcoholic beverages, the price of which was agreed upon when the agreement was concluded, but the delivery of which is only may take place after 30 days, and the actual value of which depends on fluctuations in the market on which the entrepreneur has no influence;
12. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
13. Newspapers, periodicals or magazines, with the exception of subscriptions thereto;
14. The supply of digital content other than on a tangible medium, but only if:
a. the performance has begun with the express prior consent of the consumer; and B. the consumer has stated that he thereby loses his right of withdrawal.

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 products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any stated prices 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 AGREEMENT AND EXTRA WARRANTY

1. The entrepreneur guarantees 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. If agreed, the entrepreneur also guarantees

that the product is suitable for other than normal use.

2. An additional 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 on the basis of the agreement if the entrepreneur has failed to fulfill his part of the agreement.

3. An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which he assigns certain rights or claims to the consumer that go beyond what he is legally obliged to do in the event that he has failed to fulfill his part of the contract. the agreement.

ARTICLE 13: DELIVERY AND PERFORMANCE

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: TERMINATION

The Agreement can be dissolved by the entrepreneur with immediate effect by means of a written (which also includes: by email) statement to the consumer if:

a. The consumer applies for bankruptcy or is declared bankrupt;

b. The debt rescheduling scheme pursuant to the Natural Persons Debt Rescheduling Act becomes applicable to the consumer declared;

c. Seizure is levied on all or part of the consumer's goods;

d. The consumer dies;

e. The consumer is placed under guardianship or administration;

f. After the conclusion of the agreement, the entrepreneur becomes aware of other circumstances that are good for the entrepreneur

give grounds to fear that the consumer will not fulfill his obligations;

all this without prejudice to the entrepreneur's right to claim compensation from the consumer.

ARTICLE 15: PAYMENT

1. Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the cooling-off period commences, or in the absence of a cooling-off period within 14 days after the conclusion of the contract. agreement. In the case of an agreement to provide a service, this period commences on the day after the consumer has received confirmation of the agreement.

2. When selling products to consumers, the consumer will never be obliged to pay more than 50% in advance. When advance payment has been stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.

3. The consumer is obliged to immediately report inaccuracies in payment details provided or stated to the entrepreneur.

4. If the consumer does not meet his payment obligation(s) in time, after he has been made aware of the late payment by the entrepreneur and the entrepreneur has granted the consumer a period of 14 days after receipt of the notice of default to still pay the to fulfill its payment obligations, if payment is not made within this period, the statutory interest is due on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs are calculated in accordance with the Graduated BIK.

ARTICLE 16: INTELLECTUAL PROPERTY RIGHTS

1. The intellectual property rights of the entrepreneur to everything that the entrepreneur provides to the consumer in the performance of the agreement, including in any case drawings, images and designs remain with the entrepreneur and may only be used by the consumer for the implementation of the agreement.

2. If intellectual property rights arise during the execution of the agreement, the intellectual property rights, including database rights, are vested in the entrepreneur. Insofar as the intellectual property rights are vested in the consumer by law, the consumer transfers these intellectual property rights to the entrepreneur in advance and the consumer will, if necessary, cooperate with this transfer and furthermore grants an irrevocable power of attorney in advance with which the entrepreneur can do everything that is necessary so that the intellectual property rights come to rest with the entrepreneur. Insofar as permitted by law, the consumer waives any personality rights that remain vested in the consumer, or the consumer undertakes not to exercise these personality rights in economic traffic.

ARTICLE 17: PRIVACY

1. If the entrepreneur obtains personal data provided by the consumer during the execution of the agreement and processes this personal data, he will process the personal data in a proper and careful manner and comply with the legal requirements that follow from the General Regulation data protection.

ARTICLE 18: 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 implementation 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 respond within the period of 14 days with a notice 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 period, a dispute arises that is subject to the dispute settlement procedure.

ARTICLE 19: APPLICABLE LAW, DISPUTES AND LOSS OF LAW

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

2. All disputes between the consumer and the entrepreneur for whatever reason will be submitted exclusively to the competent court of the Overijssel District Court, Zwolle location. During one month after the entrepreneur has invoked this article 17 paragraph 2, the consumer has the opportunity to opt for the dispute to be settled by the court that has jurisdiction according to the law.

3. Contrary to paragraph 2, the consumer also has the right to submit a dispute about contractual obligations arising from an agreement between the consumer and the entrepreneur to the disputes committee via the ODR platform (<http://ec.europa.eu/consumers/odr/>).

4. Insofar as not stipulated otherwise in these general terms and conditions, all rights of action of the consumer against the entrepreneur expire in any case one year after the day on which the right of action arose, unless the relevant claim is pending before the competent court or dispute resolution body within this period. is made.

ARTICLE 20: AMENDMENT OF THESE GENERAL TERMS AND CONDITIONS

1. The entrepreneur has the right to change these general terms and conditions. Changes to these terms and conditions are only effective after they have been published on the website of the entrepreneur and the consumer has been informed about the change and has not made his objections known to the entrepreneur in writing within 7 days after the notification.

Annex I: Model withdrawal form

Model withdrawal form

(only fill in and return this form if you want to cancel the agreement) a. To:

[name of entrepreneur]

[geographical address entrepreneur]

[fax number entrepreneur, if available]

[email address or electronic address of entrepreneur]

b. I/We* share(s)* hereby inform you that I/we* our agreement regarding the sale of the following products: [product designation]*

the delivery of the following digital content: [digital content designation]*

the provision of the following service: [designation of service]*, revoked/revoked*

c. Ordered on*/received on* [date of order for services or receipt for products]

d. [Name of consumer(s)]

e. [Address consumer(s)]

f. [Signature consumer(s)] (only if this form is submitted on paper) * Strike out what is not applicable or fill in what is applicable