

Terms and Conditions - v2

beep

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Terms and conditions BEEP foundation

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Article 1 - Definitions

In these conditions the following terms have the following meanings:

1. Reflection period: the period within which the consumer can make use of his right of withdrawal;
2. 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;
3. Day: calendar day;
4. Duration transaction: a distance contract with regard to a series of products and / or services, the delivery and / or purchase obligation of which is spread over time;
5. Durable medium: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that enables future consultation and unaltered reproduction of the stored information.
6. Right of withdrawal: the possibility for the consumer to cancel the distance contract within the cooling-off period;
7. Model form: the model withdrawal form that the entrepreneur makes available that a consumer can fill in if he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural or legal person who offers products and / or services to consumers from a distance;
9. Distance contract: an agreement whereby, in the context of a system organized by the entrepreneur for the distance sales of products and / or services, up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
10. Technology for distance communication: means that can be used to conclude an agreement, without the consumer and the entrepreneur being 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 entrepreneur: BEEP Foundation

Business address: Hoofdstraat 248, 3972 LK Driebergen-Rijsenburg, The Netherlands

Visiting address: Hoofdstraat 248, 3972 LK Driebergen-Rijsenburg, The Netherlands

Telephone number: 0648431680 (available during office hours)];

E-mail address: info@BEEP.nl

Chamber of Commerce number: 68496524

VAT identification number: NL857470589B01

Article 3 - Applicability

1. These General Terms and Conditions apply to every offer from the entrepreneur and to every distance contract and orders 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 viewed at the entrepreneur and 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, by way of derogation from 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 easily stored 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 electronically or otherwise at the request of the consumer.
4. 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 rely on the applicable provision that is most favorable to him. is.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or destroyed, then the agreement and these terms and conditions will remain in force and the relevant provision will be immediately replaced in mutual consultation by a provision that purports from the original as closely as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed "in the spirit" of these general terms and conditions.

7. Uncertainties about the explanation or content of one or more provisions of our terms and conditions should be explained "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 will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.
4. All images, specifications and data in the offer are indicative and cannot give rise to compensation or termination of the agreement.
5. Images with products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.
6. 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;
 - * the possible costs of shipping;
 - * the way in which the agreement will be concluded and which actions are required for this;
 - * the right of withdrawal applies;
 - * the method of payment, delivery and implementation of the agreement;
 - * the term for accepting the offer, or the term within which the entrepreneur guarantees the price;
 - * the level of the rate for 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;
 - * the agreement will be archived after it has been concluded, you can request this via <https://beep.nl/beep-foundation/contact>, stating the order number;
 - * after concluding the agreement, the consumer can check the information provided by him / her on the order confirmation and invoice and, if desired, restore it via <https://beep.nl/beep-foundation/contact>;
 - * any other languages in which, in addition to Dutch, the agreement can be concluded;
 - * the behavioral codes to which the entrepreneur is subject and the way in which the consumer can consult these behavioral codes electronically; and
 - * the minimum duration of the distance contract in the event of a length transaction.
- * Optional: available sizes, colors, type of materials.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and compliance with the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader 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 secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within legal frameworks - 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 with the product or service to the consumer, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
 - a. the visiting address of the business location of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under 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. information about guarantees and existing service after purchase;
 - d. the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;
 - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or is indefinite.
6. In the event of an extended transaction, the provision in the previous paragraph applies only to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to dissolve the contract without giving any reason within 14 days. This reflection period commences on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced 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 makes use of his right of withdrawal, he will return the product with all accessories 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.
3. 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 after receipt of the product. The consumer must make this known using the contact form on the BEEP website <https://beep.nl/stichting-beep/contact>. After the consumer has made it known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.
4. If, after the 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 resp. the product has not been returned to the entrepreneur, the purchase is a fact.

When providing services:

1. When providing services, the consumer has the option to dissolve the agreement without giving reasons for at least 14 days, starting on the day of entering into the agreement.

2. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest on delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return will not exceed the cost of the return.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. However, the condition is that the product has already been received back by the merchant 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 explicitly gives permission for another payment method.
3. In case of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product.
4. The consumer cannot be held liable for the value reduction 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 right of withdrawal

1. 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.
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 can spoil or age quickly;
 - e. the price of which is dependent on fluctuations in the financial market on which the entrepreneur has no influence;
 - f. for individual 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. regarding accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
 - b. the delivery of which commenced with the express consent of the consumer before the reflection period has expired;
 - c. concerning betting and lotteries.

Article 9 - 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, at variable prices. This link to 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
6. b. the consumer has the authority to cancel the agreement on the day on which the price increase takes effect.
7. The prices stated in the offer of products or services include VAT.
8. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and 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 reliability 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. 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 on the basis of the agreement.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the manufacturer's warranty period of two years after the delivery of the product. 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 warranty does not apply if:
 - a. the consumer has repaired and / or modified the delivered products himself or had it repaired and / or modified by third parties;
7. The delivered products have been exposed to abnormal circumstances or are otherwise handled carelessly or are contrary to the instructions of the entrepreneur and / or have been treated on the packaging;
8. The inadequacy is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

Article 11 - Delivery and implementation

1. The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer makes known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but no later than 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 placing the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.

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

5. In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 14 days after dissolution.

6. If delivery of an ordered product proves impossible, the entrepreneur will endeavor to provide a replacement article. At the latest upon 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 for the account of 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 pre-designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation and extension

Termination

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.

2. The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time by the end of the specified term, with due observance of the agreed cancellation rules and a notice period of at least highest one month.

3. The consumer can the agreements mentioned in the previous paragraphs:

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

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

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

Renewal

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

8. Contrary to the previous paragraph, a contract that has been entered into for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed period of a maximum of three months, if the consumer opposes this extended agreement. can cancel the end of the extension with a notice period of no more than one month.

9. An agreement that has been entered into for a definite 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 no more than one month and a notice period of no more than three months in the event that the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

10. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically at the end of the trial or introductory period.

Duration

11. 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 notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed term.

Article 13 - Payment

1. 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 case of an agreement to provide a service, this period commences after the consumer has received confirmation of the agreement.

2. The consumer has the duty to immediately report inaccuracies in provided or stated payment details to the entrepreneur.

3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

2. Complaints can be reported via the contact form (<https://beep.nl/beep-foundation/contact>).

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

4. 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 reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.

5. If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute settlement.

6. 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>).

7. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

8. If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the products delivered free of charge, at his choice.

Article 15 - Disputes

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

2. The Vienna Sales Convention does not apply.

Article 16 - Additional or deviating 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.

Article 17 - Applicable law

Offers, quotations, agreements and other legal acts concerning the delivery by BEEP of Services and Products are governed by Dutch law.

1. Disputes between parties arising from or relating to offers, quotations, agreements and other legal acts concerning the delivery of Services and Products by BEEP will be submitted exclusively to the competent court in the District of Utrecht.

Article 18 - Liability

BEEP's liability due to attributable shortcoming in the fulfillment of the agreement is limited to compensation for direct damage suffered by the consumer up to a maximum of three times the amount of the agreement, unless there is intent or deliberate recklessness on the part of BEEP.

1. Direct damage is exclusively understood to mean the costs that the consumer reasonably had to incur to repair or remedy the shortcoming of BEEP, so that the performance does comply with the agreement, as well as reasonable costs to prevent or limit such damage and reasonable costs determination of the cause and extent thereof.

2. Any liability of BEEP for indirect damage, including but not limited to consequential damage, loss of profit and loss of turnover, is excluded. If the law provides otherwise, BEEP will only owe the amount of the agreement once.

Article 19 - Force majeure

1. There is no attributable shortcoming on our part if there is a case of force majeure, including, but expressly not limited to, illness, strike, natural phenomena and any circumstances the consequences of which could not be avoided despite all precautions, non-attributable shortcoming of suppliers of BEEP or other matters that make fulfillment of the agreement impossible.

2. If the period of force majeure has lasted longer than 60 (sixty) consecutive days, the parties have the right to dissolve the agreement extrajudicially in writing, without BEEP being obliged to pay any compensation for the damage suffered by the consumer as a result of that dissolution. In that case, payment is required for all Products and Services that have been delivered to the consumer up to the time of dissolution.