

Terms and Conditions - v1

ad-nauseam-press

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GENERAL CONDITIONS

Index:

Article 1- Definitions

Article 2- Corporate Identity/Entrepreneur

Article 3- Relevance

Article 4- Offer

Article 5- Agreement

Article 6- Right of Withdrawal

Article 7- Withdrawal Costs

Article 8- Exclusion Right of Withdrawal

Article 9- Pricing

Article 10- Conformity and Guarantees

Article 11- Delivery and Execution

Article 12- Length transactions: duration, termination and extension

Article 13- Payments

Article 14- Complaints

Article 15- Disputes

Article 16- Additional and Different Provisions

Article 1 - Definitions

The following definitions apply in these terms and conditions:

1. Consideration time: the term during which the consumer can execute the right of withdrawal.
2. Consumer: the natural person not dealing on behalf of a company or profession and who comes to a distance agreement with the entrepreneur.
3. Day: calendar day
4. A length transaction: a distance agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time.
5. Durable Medium: any instrument which enables the recipient or the entrepreneur to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.
6. Right of Withdrawal: the possibility for the consumer to terminate the distance agreement within the consideration term.
7. Model form: the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
8. Entrepreneur: the natural person or corporation who offers distance products to consumers.
9. Distance Agreement: an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.
10. Technique of distant Communication: a means that can be used to close an agreement without the consumer and the entrepreneur have gathered together in the same place and 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: Bas de Geus

trading under the name / names: Ad Nauseam Press

Email address: adnauseampress@gmail.com

Location address:

Essenburgsingel 36B

3021 AP

Rotterdam ZH

Netherlands

Chamber of Commerce number: 74785605

VAT identification number: NL216499689B01

Article 3 - Relevance

These general terms and conditions apply to every offer from the entrepreneur and to every distance agreement and orders between entrepreneur and consumer.

1. Before the distance agreement is concluded, the text of the general conditions/terms is being made available to the consumer. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated that the general conditions/terms can be seen at the entrepreneur and on request of the consumer these general

conditions/terms shall be sent to the consumer as soon as possible without extra costs.

2. If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of the general conditions/terms can be made available electronically to the consumer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded it will be indicated where the consumer can find the general conditions/terms electronically and that these conditions/terms at the consumer's request will be sent electronically or otherwise to the consumer without extra cost.

3. For the case that besides these general conditions/terms, specific product and service conditions are also applicable, the second and third article are mutatis and in case of conflicting conditions/terms the consumer can appeal on the relevant conditions/terms which are the most favorable for the consumer.

4. If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or become void, the rest of the agreement and these terms and conditions will remain in force and the provision in question will be replaced without delay by a provision that as much as possible of the original.

5. Situations that are not regulated in these terms and conditions must be assessed 'in the spirit' of these terms and conditions.

6. Uncertainties about the interpretation or content of one or more provisions of our terms and conditions must be explained "in the spirit" of these terms and conditions.

Article 4 - The offer

1. If an offer has a limited validity or has other specifications, this will be emphatically mentioned.

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 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 and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

4. All images, specifications, data in the offer are indicative and cannot give rise to compensation or termination of the agreement.

5. The entrepreneur cannot guarantee that the colours on screen are exactly true to the real products. Our labels can vary between products, and do not always show exact label of the product as we like change this frequently.

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:

o the price including taxes;

o the possible costs of shipment;

o the manner in which the agreement will be concluded and which actions are required for this;

o whether or not the right of withdrawal is applicable;

o the method of payment, delivery and implementation of the agreement;

o the period for accepting the offer, or the period within which the entrepreneur guarantees the price;

o 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;

o whether the agreement is archived after its conclusion, and if so how the consumer can consult it;

o the way in which the consumer, before concluding the agreement, can check the information provided by him in the context of the agreement and, if desired, restore it;

o any other languages in which, in addition to Dutch, the agreement can be concluded;

o minimum duration of the distance agreement in the event of an extended transaction.

Article 5 - The agreement

1. The agreement is subject to the provisions of paragraph 4, concluded at the time the consumer accepts the offer and meets 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 entrepreneur has not confirmed receipt of this acceptance, the consumer can terminate 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 he will 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 whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a sound conclusion of the distance agreement. 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 or to attach special conditions to the implementation.

5. The entrepreneur will send the following information with the product or service, 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 e-mail address of the entrepreneur where the consumer can go with complaints;

b) The conditions and the way how the consumer can execute the right of withdrawal and a clear indication related

to the exclusion of the right of withdrawal.

c) Information about after sales guarantees and services.

d) Article 4 paragraph 3 unless the entrepreneur has already sent this information before the execution of the agreement.

e) The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration.

6. In case of a length transaction the previous clause e. is only applicable for 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

When delivering products:

1. After purchasing products the consumer has the possibility to disband the agreement without giving reasons during 14 days. The cooling off period starts on the day after the consumer receives the product or a pre-designated representative by the consumer made known to the entrepreneur.

2. The cooling-off period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who 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 that he has clearly informed the consumer prior to the ordering process, refuse an order for several products with a different delivery time.

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 part;

c) for 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.

3. During the cooling off period the consumer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product. If he does want to execute the right of withdrawal, he shall return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to the entrepreneur, in accordance with the provided reasonable and clear instructions of the entrepreneur.

4. 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 of receiving the product . The consumer must make this known using the model form. After the consumer has indicated that he wants to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered were returned on time, for example by means of proof of shipment.

5. If after 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, respectively. the product has not been returned to the entrepreneur, the purchase is a fact.

Deliverance of Services:

1. After the deliverance of services the consumer has the possibility to disband the agreement without giving reasons during at least 14 days, commencing on the day of the entering into the agreement.

2. In order to execute the right of withdrawal, the consumer must abide by the reasonable and clear instructions provided by the entrepreneur at the offer or finally at the deliverance of the service.

Article 7 - Costs in case of withdrawal

1. If the consumer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.

2. If the consumer has made a payment, the entrepreneur shall pay back this amount as soon as possible but no later than within 14 days after the repeal or after the return shipment.

Article 8 - Exclusion of the right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for as far as foreseen in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur has clearly mentioned this at least in time before the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for the following products:

a) Which are established by the entrepreneur according to specifications of the consumer, like goods that are sold per metre as fabrics and haberdasheries

b) That they are clearly personal in nature

c) Which cannot be returned because of their nature

d) That can spoil or age quickly

e) Individual newspapers and magazines

f) For audio and video recordings and computer software of which the consumer has broken the seal.

g) for hygienic products of which the consumer has broken the seal.

h) Exclusion of the right of withdrawal is only possible for services:

- i) Concerning lodging, transport, restaurants or to spend leisure on a certain date or during a certain period.
- j) Whose delivery has begun with the express consent of the consumer before the consideration period has expired.

Article 9 - The price

1. During the validity period stated in the offer, the prices of the products and / or services offered are not increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services with variable prices that are subject to fluctuations in the financial market and over which the entrepreneur has no influence. 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
 - 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 range of products or services include VAT.
6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. The entrepreneur is not obliged to deliver the product at the wrong price for printing and typing errors.

Article 10 - Conformity and Warranty

1. The entrepreneur ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed the entrepreneur also ensures that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does nothing to alter the rights and claims which the consumer under the agreement can put forward against the entrepreneur. The consumer can assert against the entrepreneur under the agreement.
3. Any defects or incorrectly delivered products must be reported in writing to the entrepreneur within 7 days after delivery. Based on the reported the entrepreneur will decide if the product will be replaced or repaired. Return of the products must be in the original packaging and in new condition. The shipping costs for the return of defect products are paid by the entrepreneur.
4. If a product is no longer available the consumer will get a full refund including original shipping costs.
5. The entrepreneur's warranty period corresponds to the factory warranty 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.
6. The warranty does not apply if:
 - o The consumer has repaired and / or modified the delivered products himself or had them repaired and / or modified by third parties;
 - o The delivered products are exposed to abnormal circumstances or are otherwise carelessly treated or are contrary to the instructions of the entrepreneur and / or have been treated on the packaging;
 - o The defectiveness is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials used.

Article 11 - Delivery and implementation

1. The entrepreneur shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.
2. The address that has been made known by the consumer to the entrepreneur is considered to be the delivery place.
3. Taking into account what is stated in article 4 of the general conditions/terms , the entrepreneur shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the consumer is notified about this no later than 30 days after he placed the order. In that case the consumer has the right to terminate the agreement without any further cost and he is entitled to compensation.
4. any specified periods. Exceeding a term does not entitle the consumer to compensation.
5. In the event of termination in accordance with the previous paragraph the entrepreneur shall pay back the amount that the consumer has paid as soon as possible but no later than 30 days after the termination.
6. If the delivery of an ordered product appears to be impossible, the entrepreneur shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out with regard to replacement products. The costs of a possible return shipment come at the expense of the entrepreneur.
7. The risk of damage and/or loss of products rest with the entrepreneur until the moment of delivery at the consumer or a pre-designated and an announced representative to the entrepreneur, unless otherwise expressly

agreed. If you receive a damaged product, you should report this within seven days.

Article 12 - Duration transactions: duration, cancellation and extension

1. The consumer can terminate at any time an agreement which has been entered for an indefinite period and which extends to regular delivery of products (electricity included) and services respecting the applicable termination rules of a notice of not more than one month.

2. The consumer can terminate at any time an agreement entered for a definite period and which extends to regular delivery of products (electricity included) or service at the end of the definite period respecting the applicable termination rules of a notice of not more than one month.

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

o at all times terminate with no restrictions to terminate at a certain time or during a certain period

o at least terminate in the same manner as they are entered into by him

o at all times terminate with the same notice as the entrepreneur has obtained for himself.

Extension

1. An agreement which has been entered for a definite time and which extends to a regular delivery of products (including electricity) or services may not automatically be extended or renewed for a fixed duration.

2. Notwithstanding the previous paragraph an agreement which has been entered for a definite time and which extends to a regular delivery of daily newspapers, weeklies and magazines may be extended automatically for a specified duration of three months. If the consumer can terminate this extended agreement at the end of the extension period with a notice of one month.

3. An agreement which has been entered for a definite time and which extends to a regular delivery of products and services, may only be automatically extended for an indefinite period if the consumer at any time terminate with a notice period of no more than one month and a notice period of no more than three months if the in case the agreement extends to a regular delivery, but less than one time per month, of daily newspapers, weeklies and magazines.

4. An agreement which has been entered for a definite time and which extends to a regular delivery of daily newspapers, weeklies and magazines (trial and introductory subscription) will not be automatically be extended and terminates automatically at the end of the trial or introductory period.

Duration

1. If an agreement has a duration period of more than one year, the consumer may after one year terminate at any time with a notice period of not more than one month unless reasonableness and fairness are opposed against termination before the end of the agreed duration.

Article 13 - Payment

1. Unless otherwise agreed, the amounts due have to be met by the consumer within 7 days after entering the cooling off period referred to article 6, paragraph 1. In case of an agreement to provide a service the cooling off period starts after the consumer has received the confirmation of the agreement.

2. The consumer has the duty to notify the entrepreneur about inaccuracies in the payment details.

3. In case of default by the consumer the entrepreneur has, subject to legal restrictions, the right to charge the reasonable costs which are made known to the consumer in advance.

Article 14 - Complaints

1. The entrepreneur features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

2. Complaints about the execution of the agreement must be described fully and clearly within reasonable time submitted to the entrepreneur after the consumer has observed the defects.

3. The complaints submitted to the entrepreneur will be answered within a period of 14 days from the day of receipt. If a complaint has a foreseeable longer processing time, the entrepreneur will answer within 14 days an acknowledgement and an indication when the consumer will receive a more detailed answer.

4. If a complaint cannot be resolved by mutual agreement then there is a dispute that is subject to the dispute settlement.

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

6. If a complaint is found to be justified by the entrepreneur, the entrepreneur of its choice or the delivered products will be replaced or repaired free of charge.

Article 15 - Disputes

1. Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer is living abroad.

2. The Vienna Sales Convention does not apply.

Article 16 - Additional or different provisions

1. Additional or different provisions compared to the General conditions/terms may not be to the prejudice of the consumer and should be recorded in writing in such a manner that the consumer can save these in an accessible

way on a durable medium.