

Terms and Conditions - v3

vrijbuitervintage

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Article 1 - Definitions

In these conditions, the following definitions apply:

Terms and Conditions: the present General Terms and Conditions of the entrepreneur;

Period of reflection: the period within which the consumer can make use of his right of withdrawal;

Consumer: the person who does not act in the practice of profession or business and enters into a contract with the entrepreneur from distance;

Day: calendar day

Duration of transaction: an agreement from distance, concerning a series of products and/or services, of which the obligation to deliver and purchase is spread over time.

Durable data carrier: every appliance that enables the consumer or entrepreneur to save information which is directed to them personally, in a way that makes future consultation and unchanged reproduction of the saved information possible.

Right of withdrawal: the possibility for the consumer to renounce the agreement within the period of reflection.

Entrepreneur: The legal person who offers products or services to the consumer from distance.

Agreement from distance: an agreement where in the context of a system organised by the entrepreneur for product or service sales, up to and including concluding the agreement, one or more techniques for remote communication are being used.

Article 2 - Identity of the entrepreneur

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Article 3 - Applicability

These terms and conditions are applicable to every offer and agreement from the entrepreneur and orders between

entrepreneur and consumer.

Before the agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, there will be indicated that, before the agreement is concluded, the terms and conditions can be seen and will be sent free of charge to the consumer as soon as possible if the consumer requests so.

If the agreement is concluded electronic, the text of these terms and conditions will be made available for the consumer in a way that they can be easily saved on a durable medium by the consumer. If this is not reasonably possible, there will be indicated where, before the agreement is concluded, the terms and conditions along the electronic road there can be observed and that at the consumers request they will be sent to them for free.

In case that besides these terms and conditions, specific product or service conditions apply, the second and third member of corresponding apply and the consumer can appeal to the applicable provision that is most favorable in case of contradictory terms and conditions.

Article 4 - The offer

In case an offer has a limited period of validity or if it is done under conditions, it will be empathically mentioned in the offer.

The offer contains a complete and accurate description of the offered products and services. The descriptions is sufficiently detailed so the consumer can judge the offer properly. If the entrepreneur uses images, these are a truthful display of the offered products or services. Apparent mistakes do not bind the entrepreneur.

Images of products are a truthful display of the offered products. The entrepreneur can not guarantee that the displayed colors correspond precisely with the real colors of the products.

Every offer contains information that makes it clear what the rights and obligations are, which are connected to the acceptance of the offer. This concerns in particular:

The price including taxes;

The possible shipping costs;

The available sizes, colors, types of material;

The way an agreement will begin and which actions are needed for that;

The applying of the right of withdrawal;

The payment method, delivery and execution 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 communication from distance if the costs for using the techniques for communication from distance are calculated on a different basis than the regular base rate for the used means of communication.

The possible other languages where, besides Dutch, the agreement can be concluded.

The codes of conduct which the entrepreneur has surrendered to and the way the consumer can consult these codes of conduct along the electronic way; and the minimum duration of the agreement from distance in case of a duration transaction.

Article 5 - The agreement

The agreement starts at the moment the consumer accepts the offer and meets the asked questions that go with it. In case the consumer accepts the offer along the electronic way, the entrepreneur confirms the reception of the offer. As long as the reception of this acceptance is not confirmed, the consumer can dissolve the agreement.

If the agreement starts electronically, the entrepreneur makes sure there are fitting technical and organizational measures to protect the electronic data transfer and a safe web environment.

The entrepreneur can check - within legal frameworks - if the consumer meets the payment obligations and the facts and factors that matter to enter the agreement responsibly. If the entrepreneur has good reasons to not go through with the agreement, on ground of his investigation, he has the right to decline an order or request, or to connect values to the execution.

The entrepreneur will send the following information with the product or service, in writing or in a way that the consumer can save it in an accessible way.

The entrepreneurs visiting address where the consumer can be with clients.

The way and under which terms the consumer can use the right of withdrawal.

The information about services after purchase.

The conditions that are included in article 4 member 2, unless the entrepreneur provided the data to the consumer before the execution of the agreement.

The requirements for cancellation if the agreement has a duration of more than a year or if the duration is indefinitely.

In case of a duration transaction, the determination in the previous member is only applied to the first delivery.

Article 6 – Right of withdrawal

When delivering products:

When purchasing products, the consumer has the possibility to dissolve the agreement within fourteen days, without giving a reason. The reflection period starts the day after the consumer receives the product.

During the reflection period, the consumer shall handle the product with care. They shall unpack or use the product in a way that they can judge if they wish to keep the product. If they use their right of withdrawal, they shall return the product with all the supplied accessories, in the original condition to the entrepreneur, in accordance with reasonable and clear instructions.

Article 7 – Costs in case of withdrawal

If the consumer uses the the right of withdrawal, the costs for the return of the product will at most be for his own costs.

If the consumer paid a price, the entrepreneur will pay the amount back as quick as possible, as long as the consumer returned it within 14 days.

Article 8 – Exclusion right of withdrawal

If the consumer does not have a right of withdrawal, it can be excluded by the entrepreneur if the entrepreneur has mentioned it.

Exclusion of the right of withdrawal is only possible for products:

That are made by the entrepreneur, corresponding to the specifications of the consumer;

That are clearly personal;

That can not be returned because of their nature;

That can go bad or age;

For loose papers and magazines

For audio and video recordings and computer software of which the consumer has broken the seal;

For hygienic products of which the consumer has broken the seal;

Article 9 – the price

During the validity period that is mentioned in the offer, the prices of the offered products and services are not being raised, except price changes as a consequence of changes in VAT rates.

In deviation of the previous member, the entrepreneur can offer products or services of which the prices are bound to a fluctuation in the financial market and on which the entrepreneur does not have influence, with variable prices. This commitment of fluctuation and the fact that possible mentioned prices are target prices, will be mentioned with the offer.

Price increases within 3 months after the creation of the agreement, are only allowed if they are the result of legal regulations or conditions.

Price increases from 3 months after the creation of the agreement are only allowed if the entrepreneur has stipulated it and:

These are the result of legal regulations or conditions;

The consumer has the competence to cancel the agreement on the day the price increases;

The prices that are mentioned in the offer of products or services are including VAT;

All prices are subject to printing and typing errors. There will not be accepted liability for the consequences of printing and typing errors. The entrepreneur is not obligated to deliver the product according to the erroneous price.

Article 10 – Conformity and warranty

The entrepreneur guarantees that the products or services meet the agreement, the specifications that are

mentioned in the offer, the reasonable demands of soundness or usability and the laws that are on the date of the creation of the agreement.

A warranty provided by the entrepreneur, manufacturer, or importer does not change anything about the legal rights and progress of the consumer.

Eventual defects or wrongly delivered products shall be reported in writing to the entrepreneur within 4 weeks after the delivery. Return of the products shall be returned in the original packaging and in new condition.

The warranty does not apply if:

The consumer repaired edited the products themselves or if they had them repaired or edited by a third party;

The delivered products are exposed to abnormal circumstances or handled carelessly or in conflict with the instructions of the entrepreneur or the instructions on the packaging;

The unsoundness is the result of regulations set by the government or which they will set regarding the quality of the applied materials.

Article 11 - delivery and execution

The entrepreneur ensure carefulness with the when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address which the consumer has made known to the entrepreneur.

The company will execute the orders with urgency, no later than 30 days, unless the consumer agreed to a longer delivery time. If the delivery is delayed, the consumer will receive a message no later than 30 days after the order. In that case the the consumer has the right to break the agreement free of charge. The consumer does not have a right to compensation.

All delivery times are indicative. The consumer can not derive rights to eventual named terms. Exceeding a deadline does not give the consumer right to compensation.

In case of ending the agreement, the entrepreneur will pay back the price the consumer paid as soon as possible, no later than 14 days after the ending.

If the delivery of an ordered product is impossible, the entrepreneur will make effort to make a different product available for the consumer.

The risk of damage to the products is for the entrepreneur until the moment of delivery to the consumer.

Article 12 - Duration transactions: duration, termination and extension

The consumer can break an agreement that is indefinitely. The notice period is one month.

An indefinite agreement has a duration of two years. If the consumer agreed that the agreement will be extended if they don't say anything, the agreement will continue to be an indefinite agreement.

Article 13 - Payment

The enterprise accepts payments through iDEAL, Sofort, Bancontact/Mister cash. The prices are in Euro's. The exchange rate of currencies is recalculated every night. Keep in mind that when a payment is being done in your local currency, your credit/debit card provider can count extra costs.

The consumer shall pay within 14 working days after the reflection period.

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

In case of consumer default, the entrepreneur has the right to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

The entrepreneur deals with the complaint in accordance with this complaints procedure.

Complaints about the execution of the agreement have to be fully and clearly described are submitted to the entrepreneur.

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.

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

Article 15 - Disputes

On agreements between the entrepreneur and the consumer only Dutch laws apply, also if the consumer lives abroad.

Article 16 - Additional or deviating provisions

Additional or deviating provisions may not be to the detriment of the consumer and must be recorded in writing in such a way that they can be stored by the consumer in an accessible manner on a durable medium.