

Terms and Conditions - v1

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TERMS & CONDITIONS WEBSHOP

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1. Definitions

In these terms and conditions, the following terms shall have the following meaning:

1. Consumer: any natural person who is acting for purposes which are outside his trade, business, craft or profession and entering into a distance contract with the entrepreneur;
2. Day: calendar day;
3. Digital content: data produced and delivered in a digital form;
4. Distance contract: any contract concluded between the trader and the consumer under an organized distance sales scheme with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;
5. Durable medium: any instrument which enables the consumer or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
6. In writing: in writing also means any electronic communication, like e-mail, provided that the identity of the sender and the authenticity of the communication is sufficiently certain.
7. Right of withdrawal: the right of the consumer to withdraw from a distance or off-premises contract, without giving any reason, within the cooling-off period;
8. Reflection period: the period during which the consumer may exercise the right of withdrawal;
9. Trader: any natural person or legal person, who sells goods or services from a distance, with a distance contract, to consumers;

2. General

1. These terms and conditions apply to any offer from the trader and to any distance contract concluded by the trader and the consumer.
2. The contract becomes valid when the consumer has accepted the offer and fulfilled the terms and conditions set.
3. The trader shall promptly confirm the receipt of the acceptance of the offer. As long as the receipt of said acceptance has not been confirmed, the consumer may repudiate the contract.
4. In exception to article 2.2 will the contract become valid after the trader, within the limits of the law, gathered information about consumer's ability to fulfill his payment obligations, as well as all facts and factors relevant to responsibly concluding the distance contract. If, acting on the results of this investigation, the trader has sound reasons for not concluding the contract, he is lawfully entitled to refuse an order or request while giving reasons, or to attach special terms to the implementation.

3. Right of withdrawal

1. The consumer has the right to repudiate the contract without specifying any reasons for a period of 14 days. In case of services or digital content, not delivered on a physical carrier, the reflection period starts on the day following the conclusion of the agreement.
2. If the consumer wishes to exercise the right of withdrawal, he must notify the trader unambiguously, preferably in writing, thereof within the reflection period. Trader shall promptly confirm consumer's message.
3. If the consumer withdraws after having first explicitly requested that the performance of a service the consumer shall pay the trader an amount that is equal to the part of the obligation already performed at the time of withdrawal as compared with the full compliance of the obligation.
4. The consumer does not bear any costs for the full or partial delivery of digital content not stored on a physical carrier if
 - a. Prior to the delivery, he has not explicitly consented to start performance of the agreement before the end of the period of reflection;
 - b. He did not acknowledge to lose his right of withdrawal when giving consent; or
 - c. The trader failed to confirm the consumer's statement.
5. If the consumer exercises his right of withdrawal, all additional agreements end by operation of law.
6. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the consumer.
7. Trader shall return the paid amount within 14 days after the withdrawal.

4. Exclusion of the right of withdrawal

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

1. that were realized according to the consumer's specifications;
2. that are obviously personal in nature;
3. that cannot be returned due to their nature;
4. whose prices are subject to fluctuations in the financial market that are beyond the trader's control;
5. service agreements, after full performance of the service, but only if
 - a. The performance started with the consumer's explicit prior consent; and
 - b. The consumer stated that he will lose his right of withdrawal as soon as the trader has fully performed, the agreement.
6. for audio and video recordings and computer software of which the consumer has broken the seal;
7. for digital content, other than on a physical carrier, but only if:
 - a. the performance or delivery was started with the consumer's explicit prior consent;
 - b. the consumer stated explicitly that he will lose his right of withdrawal by starting the delivery of the digital content.

5. Continuing performance agreements

Termination

1. The Consumer may at all times terminate a contract that was concluded for an indefinite time and which extends to the regular delivery of products (including electricity) or services, with due observance of the termination rules and subject to not more than one month's notice.
2. The Consumer may at all times terminate a contract that was concluded for a specific time and which extends to the regular delivery of products (including electricity) or services at the end of the specific period, with due observance of the termination rules and a subject to not more than one month's notice.
3. The Consumer can cancel the agreements mentioned in the preceding paragraphs:

- at any time and not be limited to termination at a particular time or in a given period;
- at least in the same way as they were concluded by him;
- at all times with the same notice as the Entrepreneur stipulated for himself.

Extension

4. An agreement concluded for a definite period which extends to the regular delivery of products (including electricity) or services may not be automatically extended or renewed for a fixed period.
5. Notwithstanding the preceding paragraph, a contract for a definite period which extends to the regular delivery of dailies, newspapers, weekly newspapers and magazines, may tacitly be renewed for specific period of three months at the most if the Consumer can terminate this extended agreement towards the end of the extension with a notice of one month at the most.
6. An agreement concluded for a definite period and which extends to the regular delivery of products or services may only be extended tacitly for an indefinite period if the Consumer can cancel it at any time with a notice of one month. The notice is three months at the most in vase the contract is about a delivery of dailies, newspapers and weeklies and magazines occurring regularly but less than once a month.
7. An agreement with limited duration of regular delivery of trial dailies, newspapers, weeklies and magazines (trial or introductory subscription) is not renewed tacitly and ends automatically after the trial or introductory period.

Duration

8. If the duration of a contract is more than one year, the Consumer may terminate the contract at any time after one year with a notice of not more than one month, unless reasonableness and fairness resist the termination before the end of the agreed term.

6. Payment

1. Unless otherwise stipulated in the agreement or in the additional conditions, the amounts to be paid by the consumer must be settled within 14 days after the period of reflection, or if there is no period of reflection within 14 days after concluding the agreement. In case of an agreement to provide a service, this period starts on the day that the consumer received the confirmation of the agreement.
2. The consumer has the duty to inform the trader promptly of possible inaccuracies in the payment details that were given specified.
3. In case the consumer has not complied with his payment obligation(s) in time, and the trader has pointed out to him that the payment was late and allowed the consumer a period of 14 days to comply with the payment obligations, the consumer is to pay the statutory interest on the amount payable and the trader is entitled to charge the consumer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to €2.500, 10% for the following €2.500 and 5% for the following €5000, with a minimum of €40,-. The trader may deviate from the aforementioned amounts and percentages in favor of the consumer.

7. Complaints and Disputes

1. Contracts between the trader and the consumer are exclusively governed by Dutch law.
2. Complaints about the performance of the contract shall be submitted in writing to the trader fully and clearly described within a reasonable time, at least within 7 days after the consumer has discovered the defects.
3. Complaints submitted with the trader shall be replied within 14 days after the date of the receipt. Should the complaint demand a foreseeable longer time for handling, the trader shall respond within 14 days with a notice of receipt and an indication when the consumer can expect a more detailed reply.
4. Consumer is also allowed to file a complaint at 'de Geschillencommissie Algemeen' (www.sgc.nl) or via the Online Dispute Resolution <https://webgate.ec.europa.eu/odr>