

Terms and Conditions - v2

hiphaarknipje

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TERMS AND CONDITIONS

With every use of Sweet Dollhouse (hereinafter: the Shop), these General Terms and Conditions from Kidsware applies. By placing an order at the Shop, you agree with these General Terms and Conditions.

1. Definitions

1.1. In these general Terms and Conditions of sale and delivery the following terms are defined as:

- a. Customer : the natural person who acts as buyer of goods or services, but is not acting in the course of a profession or a business;
- b. Distant communication technology : a means to reach agreements at a distance without simultaneous personal presence of the parties;
- c. Defect(s) : every deviation of a Product of Service from the Specification and each incorrect functioning of a Product of incorrectly executed Service;
- d. Delivery time : the time frame determined in the Agreement within which the Product must be delivered or the Service must be executed;
- e. Order : each order of Products by a Customer, via any form of communication, is considered to be an Order subject to the applicability of the Terms and Conditions;
- g. Product(s) : item(s) which the Customer undertakes to purchase from SWEET DOLLHOUSE;
- h. Specification : the description(s) drawn up and/or expressly approved by SWEET DOLLHOUSE of the Products supplied by SWEET DOLLHOUSE and listed in the Order or Agreement. In default of such a Specification, the description of what has been expressly agreed upon by the parties or the situation that is most common in the industry as a whole;
- i. SWEET DOLLHOUSE : the trade name of the company Kidsware located at 4102 KP (Duizendblad 29) in Culemborg, registered in the Chamber of Commerce under number 60782420, phone 0031 (0)345-709659, VAT NL173097200.B01 , as well as all legal successors under general or special title;
- j. Terms and Conditions : the latest version of these general Terms and Conditions of sale and delivery for customers;
- k. Reconsideration period : The legal term within which the Customer may exercise his/her right of withdrawal.

2. Applicability and voidability

- 2.1. These Terms and Conditions are applicable on each offer and sale of Products that SWEET DOLLHOUSE has declared these Conditions to be applicable to, regardless of the communication means utilised, insofar that these Terms and Conditions have not been expressly contradicted by both parties and in writing.
- 2.2. The Terms and Conditions in question are also applicable to all agreements with the Customer for which the execution is dependent upon third parties.
- 2.3. The "SWEET DOLLHOUSE General Terms and Conditions of Sale and Delivery for Businesses" are applicable to all (legal) actions between SWEET DOLLHOUSE and parties acting in the course of a profession or a business.
- 2.4. If any term of these Terms and Conditions at any time becomes void or cancelled, in full or in part, then the remaining terms of these Terms and Conditions remain wholly applicable. SWEET DOLLHOUSE and the Customer will then discuss new terms to replace those voided or cancelled, taking into consideration the purpose and intent of the void and/or cancelled terms.
- 2.5. If these Terms and Conditions are at any time translated into another language, the English-language text will be considered leading in the event of a discrepancy.

3. Offer and acceptance

- 3.1. SWEET DOLLHOUSE accepts an Order at the moment that it has been paid.
- 3.2. SWEET DOLLHOUSE reserves the right to refuse orders without further notification. In the event of such a refusal, SWEET DOLLHOUSE will inform the customer within fourteen (14) days after the placement of the order.
- 3.3. If for any circumstance, including the nature, size or need for haste to fill the order, no order confirmation has been sent, the SWEET DOLLHOUSE invoice should be considered confirmation of the order.

4. Prices and Payment

- 4.1. Unless otherwise specified, all prices are expressed in Euros including VAT and other government-required taxes.
- 4.2. If the Customer and SWEET DOLLHOUSE agree to a price, SWEET DOLLHOUSE retains the right to raise the price. If this price increase occurs within three (3) months following the date of Agreement, the Customer may terminate the Agreement. If this price increase occurs more than three months after the date of the Agreement, then the Customer may terminate the agreement if the price increase is greater than 5%.
- 4.3. SWEET DOLLHOUSE is not liable for wrong price listings or other factual errors in the offer and/or the estimate, on the SWEET DOLLHOUSE website, in advertisements, in publications, in order confirmation, in invoices or in other documents if the Customer may reasonably understand or could have understood that the error was the result of a mistake or clerical error.
- 4.4. In the event of a Direct Sale, the payment must be in cash or with credit card or by other means as stated on the

website.

5. Delivery period

5.1. The delivery period will be given as an estimate and should never be considered as a strict deadline.

5.2. The delivery period commences after receipt of payment by SWEET DOLLHOUSE.

5.3. If SWEET DOLLHOUSE is not able to comply with the delivery period due to circumstances beyond its control, SWEET DOLLHOUSE will not be considered in default and is not liable for any damages to the Customer.

6. Guarantees

6.1. SWEET DOLLHOUSE guarantees that the Products delivered or to be delivered satisfy all customary requirements and norms that can be reasonably expected at the moment of delivery, and for which they are customarily used in the Netherlands. The guarantee mentioned in this Article is applicable to Products destined for use within the Netherlands. For use outside of the Netherlands, the Customer must verify whether the article is suitable for use in that location, and whether it meets the conditions set for use in that location. Use outside of the Netherlands does not fall under the terms of the guarantee mentioned in this Article.

6.2. The guarantee mentioned in paragraph 1 is valid for a period of six (6) months after delivery, unless the nature of the Product delivered determines otherwise or unless the parties have agreed to other terms. If the guarantee issued by SWEET DOLLHOUSE applies to a Product or Products produced by a third party, then the guarantee is limited to the terms set by the producer of the Product or Products. Upon the expiration of the guarantee period, all costs for repair or replacement, including administration, delivery and call-out fees will be charged to the Customer.

6.3. If the Products delivered/to be delivered do not meet the terms as intended in paragraph 1, SWEET DOLLHOUSE will replace or repair the Product within a reasonable time frame after receipt of the item, or if return of the item is not reasonably practicable, after written notification of the Defect by the Customer. In the event of replacement, the Customer commits to return the Product to be replaced to SWEET DOLLHOUSE and to transfer ownership of that Product to SWEET DOLLHOUSE.

6.4. Each form of guarantee becomes null and void if the Defect is the result of improper or injudicious use of the Product or, if applicable and without the written permission of SWEET DOLLHOUSE, use after the use-by date, incorrect maintenance by the Customer or when the Customer or third parties (attempt to) make changes to the Product or attach other items that should not be attached, or if the Products have been processed or manipulated in a manner other than specified. The Customer may not make a claim to the guarantee if the Defect is the result of conditions on which SWEET DOLLHOUSE cannot exercise influence, including weather circumstances (including but not limited to extreme rainfall or temperatures) etc.

6.5. If the Products delivered by SWEET DOLLHOUSE are defective, the liability of SWEET DOLLHOUSE towards the Customer is limited to the terms of this Article.

6.6. Without prejudice to the aforementioned, SWEET DOLLHOUSE is not liable for damages resulting from intention and/or negligence and/or imputable acts or omissions or improper use by the Customer.

6.7. These guarantee conditions do not affect the legal rights of the Customer.

7. Claims

7.1. The Customer must inspect the Products delivered for any potential Defects immediately after receipt, and if any are found, to report these to SWEET DOLLHOUSE in writing as quickly as possible, not later than 24 hours after the delivery of the Products, upon forfeiture of rights.

7.2. Not-visible Defects must be reported in writing to SWEET DOLLHOUSE by the Customer within a reasonable time frame, not more than one (1) month after the discovery of the Defect, upon forfeiture of rights.

7.3. Claims regarding the invoice amount should be made known to SWEET DOLLHOUSE in writing within fourteen (14) days of the date of the invoice concerned.

7.4. The burden of proof of a timely submission as well as the accuracy of the claim is the responsibility of the Customer. The Customer is required to provide all assistance to SWEET DOLLHOUSE in determining the nature of the Defect(s).

7.5. Insignificant and/or industry-customary deviations in quality, colour, size, etc. may not serve as grounds for a claim.

7.6. If a complaint regarding the abovementioned terms is found to be justified, then SWEET DOLLHOUSE must replace the Products without extra costs. The Customer may claim no rights to supplementary compensation.

7.7. If the Customer has not submitted a claim within the time frame mentioned in the paragraphs above, or if the Customer remains in possession of the Product delivered, he is considered to have accepted the delivery and is therefore liable for the purchase price, without prejudice to the rights and authorities granted to him by law and/or in this Agreement.

7.8. If the Customer is entitled to return a Product to SWEET DOLLHOUSE in accordance with this Article, SWEET DOLLHOUSE will ensure that the amount paid by the Customer will be deposited into the bank account of the Customer within thirty (30) days of receipt of the returned product.

8. Retention of title

8.1. All Products delivered by SWEET DOLLHOUSE in the context of the Agreement remain the property of SWEET DOLLHOUSE, and/or in some cases a third party, until the Customer has fulfilled all obligations pertaining to the

Agreement with SWEET DOLLHOUSE.

9. Transfer of risk

9.1. The risk of loss, damage or depreciation is transferred to the Customer at the moment of delivery, as should occur on grounds of these Terms and Conditions.

10. Intellectual Property

10.1. Unless otherwise specified in writing, the entire copyrights and all other rights of intellectual and industrial property relating to Products provided by SWEET DOLLHOUSE, including brand rights, model rights, patent rights, sui generis, database rights, etc. are exclusive (legally, intellectually and industrially) property of SWEET DOLLHOUSE and/or its suppliers.

10.2. The parties are required to take sufficient measures to guarantee confidentiality with regard to each other's confidential data with which they become acquainted in the course of executing the Agreement.

11. Applicable law and disputes

11.1. Dutch law is applicable to all legal relations between SWEET DOLLHOUSE and the Customer, even if the relations are in whole or in part to be executed abroad, or if the Customer resides abroad. The applicability of the Vienna Convention is expressly excluded.

11.2. In the event of a dispute between the parties, the exclusive authorised court to hear the dispute is the district court of Utrecht, unless the Customer chooses a legally authorised judge within a month after SWEET DOLLHOUSE informs the Customer in writing of the dispute. Nonetheless, SWEET DOLLHOUSE remains authorised to serve a summons to appear before the judge authorised by treaty or by law.