

Terms and Conditions - v1

winkel-van-papier

17-10-2015

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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 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. This period starts on the day the product is received by or on behalf of the consumer. In case of digital content, not delivered on a physical carrier, the reflection period starts on the day following the conclusion of the agreement.
2. During this period, the consumer shall handle the product and packaging with care. Consumer shall only unpack or use the product to the extent necessary to judge the product.
3. The consumer is liable for the decrease in value of product when caused by the way of handling the product more than necessary to judge the product.
4. 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.
5. If consumer wishes to exercise the right of withdrawal, the consumer shall return the product with all delivered accessories and, as far as reasonably possible, in the original condition and packaging to the trader in conformity with the trader's reasonable and clear instructions.
6. In case of withdrawal, the returning costs are at the consumer's expense.
7. Consumer must return the product within 14 days after he informed the trader he wishes to exercise the right of withdrawal.
8. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the consumer.
9. Trader shall return the paid amount within 14 days after the withdrawal, but not earlier than the trader received the returned product.

4. Exclusion of the right of withdrawal

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

- a. that were realized according to the consumer's specifications;
- b. that are obviously personal in nature;
- c. that cannot be returned due to their nature;
- d. Products which of their nature are irreversibly mixed with other products;
- e. sealed products which are for health or hygiene reasons not suitable for being returned and of which the seal was broken;
- f. that spoil or age quickly;
- g. whose prices are subject to fluctuations in the financial market that are beyond the trader's control;
- h. for single newspapers and magazines;
- i. for audio and video recordings and computer software of which the consumer has broken the seal;
- j. for digital content, other than on a physical carrier, but only if:
 1. the performance or delivery was started with the consumer's explicit prior consent;
 2. the consumer stated explicitly that he will lose his right of withdrawal by starting the delivery of the digital content.

5. Delivery

1. The place of delivery is at the address given by the consumer to the company.
2. Trader shall execute accepted orders within 30 days, unless a longer delivery period was agreed on. Trader shall inform the consumer promptly about any delays in delivery.
3. Consumer is entitled to repudiate the contract when the delivery can only take place after these 30 days or when a longer delivery period is not agreed on. In the event of repudiation, the trader shall return the payment within 30 days.
4. The risk of loss of and/or damage to products shall shift to the consumer by the time the products are delivered to the consumer, unless explicitly agreed otherwise.

6. 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.