Terms and Conditions - v15

Japaneseknives.eu 14-01-2026

Terms and Conditions Japaneseknives.eu (Japan Trading)

Article 1: Definitions

Supplier: Japan Trading based in Hoevelaken. Registered at the Chamber of Commerce in Amersfoort the Netherlands under number 54884039
(VAT nr: NL001923202B32)

Customer: the natural or legal person, aged 18 or over, or his legal successor (s), for the benefit of whom products are delivered by or on behalf of the supplier and / or services are provided.

Article 1. Applicability

1.1 These General Terms and Conditions of Sale (hereinafter: Conditions) apply to all offers, orders and agreements of the supplier to the exclusion of any other general terms and conditions.

1.2 Accepting an offer or placing an order means that the customer accepts the applicability of these Terms and Conditions and accepts the Dutch and European legislation for customers.

1.3 The provisions of these Conditions can only be deviated from in writing, in which case the other provisions remain in full force.

1.4 These conditions take precedence over any conditions that are declared applicable by the customer, except if and to the extent that the supplier explicitly deviates from this priority rule.

1.5 All rights and claims, as stipulated in these Conditions and in any further agreements for the benefit of the provider, are also stipulated for intermediaries engaged by the provider and other third parties.

Article 2. Offers / agreements

2.1 All offers made by the supplier are free of obligation and the supplier expressly reserves the right to change the prices, in particular when this is necessary on the basis of (legal) regulations.

2.2 An agreement is only concluded after acceptance of the buyer's order by the supplier. This person is entitled to refuse orders or to attach certain conditions to the delivery, unless explicitly stated otherwise. If an order is not accepted, the provider will notify this within ten (10) working days after receipt of the order.

2.3 Although the provider will exercise the necessary care when formulating its offers, including price lists and other data that may or may not indicate any (future) legal relationship between the supplier and the buyer, the customer can never have any justified confidence in this respect with regard to the accuracy of the data included herein, unless expressly agreed otherwise in writing. All images, drawings, data concerning weights, dimensions, colors, etc. are only approximate. Deviations from reality can not be a reason for compensation and / or dissolution.

2.4 The customer has the right to a sound product without obvious manufacturing flaws.

Article 3. Prices and payments

3.1 The prices stated for the offered products and services are in Euro, including VAT and excluding shipping costs, any taxes or other levies, unless otherwise stated or agreed in writing.
Standard shipping costs within the Netherlands apply when you spend less than € 150.00, no shipping costs exceed € 150.00 if uninsured shipment is chosen. Shipping costs to countries other than the Netherlands depend on the amount and country and can be selected on the basis of a selection menu.

3.2 All payments must be made when placing your order by paying by credit card via Paypal, telebanking with IDEAL or Bancontact, transfer to bank account or cash or PIN payments upon collection. Some payment methods have an extra fee, this is mentioned in the last step of the ordering process.

3.3 If during the term of the agreement a change occurs in the costs of the provider, as a result of any provision in a collective labor agreement, law, decision or order of (semi) government (including foreign governments) of mandatory nature, or if outside the sphere of influence of the supplier such cost price increasing circumstances occur that the supplier can no longer reasonably be expected to use the agreed price. The customer hereby already agrees with a change of that price by the supplier to the customer by means of the designation of the price. objective standards will be communicated further.

Article 4. Delivery

4.1a The delivery times stated by the supplier are only indicative. Exceeding any delivery term does not entitle the customer to compensation or the right to cancel your order or to dissolve the agreement, unless the exceeding of the delivery term is such (> 60 working days) that the buyer can not reasonably be expected to enter into the agreement. In that case, the customer is entitled to cancel the order or to dissolve the agreement insofar as this is necessary.

If no report of missing or damaged products has been made within 7 days of receipt, the customer will no longer be entitled to compensation or liability.
The maximum insured value and the maximum compensation to be paid is 500 euros. If the customer wants to take out higher insurance, the customer must choose DHL Express shipping.
The following information is essential for any complaint and insurance claim: - Photo of the opened package. - Detail photo of the concrete items received. - Photo of the shipping label on the package. - Photo of the entire outside of the

package. The box and any packaging material must be retained until the claim has been completed.

4.1b If a delivery is not collected from a designated pickup point within the specified time frame after the initial delivery attempts, the provisions of the Distance Selling Act do not apply. In such cases, shipping costs will not be reimbursed, and an administrative fee of €15 will be charged to cover handling and processing costs.

4.2 The delivery of the products takes place at the place and time at which the products are ready for shipment to the buyer.

4.3 The customer bears the risk of the goods from the moment of delivery or the commencing of the shipping.

4.4 The customer is responsible for checking the address and shipping details. The supplier cannot be held responsible when the delivery fails or is delayed due to an error in the shipping details. In such cases, shipping costs will not be reimbursed, and an administrative fee of €15 will be charged to cover handling and processing costs.

4.5 If the customer does not provide its necessary cooperation to fulfill the obligation by the supplier or because another impediment arises on its part, the supplier is entitled to dissolve the agreement within fourteen days after the customer has been declared in default by the supplier. to be deemed dissolved without judicial intervention being required and without prejudice to the right of the supplier to claim compensation from the buyer for loss and / or loss of profit. This is only a right for private customers from Europe. In addition, if and as long as the foreclosure caused by the buyer continues to be fulfilled by the supplier, the buyer of the supplier can not demand fulfillment while the supplier is entitled to demand reimbursement of the costs reasonably incurred by the buyer, resulting from the article described behavior or the negligence of the customer.

Article 5. Transport

Unless otherwise agreed in writing, the mode of transport, shipping, packaging and the like is determined by the supplier, without the provider being liable for this.

Article 6. Reservation of ownership

6.1 The ownership of delivered products will only pass if the customer has paid all that the customer owes to the supplier under any agreement. The risk with regard to the products is already at the time of delivery or shipment to the customer.

Article 7. Intellectual and industrial property rights

7.1 The customer must fully and unconditionally respect all intellectual and industrial property rights resting on the products delivered by the supplier.

7.2 The provider does not guarantee that the products delivered to the customer do not infringe any (unwritten) intellectual and / or industrial property rights of third parties.

Article 8. Complaints and liability

8.1 The customer has the obligation to examine at delivery whether the products meet the agreement. If this is not the case, the customer must inform the supplier of this as soon as possible and in any case within three (3) working days after the delivery, at least after observation was reasonably possible, in writing (or via e-mail) and substantiated notice .

8.2 If it is demonstrated that the products do not comply with the agreement, the supplier has the choice to repair the products concerned, to replace them with new products or to refund the goods value. This choice will in all cases be made by the provider without compelling participation from the buyer.

8.3 Legal reflection period for non-business customers from Europe: If the customer does not wish to purchase a product for any reason whatsoever, the customer, after consultation with the supplier, has the right to return the product to the supplier within fourteen (14) days after delivery. Return shipments are only accepted in this case if the supplier has received the product undamaged, unused and in original and undamaged packaging of the product. The return shipping costs are for the account of the buyer and the shipment is made under the responsibility of the customer. The term for return shipping is 14 working days.
The return amount including standard shipping costs will be refunded within 14 days to the customer's account if the complete order is returned. The shipping costs will not be refunded if only a part of the original order is returned. The supplier will deduct administrative costs for processing the return shipment. These costs are identical to the actual shipping costs payed by the supplier and are at least 15 euro. This also counts for situations where the shipping costs were not charged to the customer. The supplier reserves the right to opt for the return method.

The statutory cooling-off period and the "Distance Selling Act" https://www.eccnederland.nl/en/i-want-information/buying-internet
do not apply to business transactions and for non-EU transactions, if a company name, business email or Chamber of Commerce number is mentioned when ordering, this transaction will be marked as business. Even if the ordered product is used purely as a private item, the transaction will be regarded as business-like by the provider.

8.4 Model withdrawal form. If a European (non-business) customer wants to make use of the right of withdrawal, the following model form must be used:

https://cdn.myonlinestore.eu/93e4e762-6be1-11e9-a722-44a8421b9960/files/en_gb_2_EN_RMA%20template.pdf?t=1643464139

If this form is not correctly filled in or is not used when returning a shipment, the right of withdrawal expires after 14 days from the receipt of the shipment by the customer.

Article 9. Orders / communication

9.1 For misunderstanding, mutilation, delays or inadequate delivery of orders and announcements as a result of the use of the Internet or any other means of communication in the traffic between the customer and the provider, or between the provider and third parties, insofar as they relate to the relationship between the customer and provider, the provider is not liable, unless and insofar as there is intent or gross negligence on the part of the provider.

Article 10. Force majeure

10.1 Force majeure means a shortcoming that can not be attributed to the supplier because it is not due to its fault, nor is it for its account under law, legal act or generally accepted in traffic, including the case, that the provider is) shortcomings or negligence on the part of third parties are unable to perform his services.

Force majeure includes:
- business disruption or business interruptions of any kind, and indifferent in what way arise
- delayed or late delivery by one or more suppliers of the supplier;
- transport difficulties or obstacles of any kind, as a result of which the transport to the supplier or from the supplier to the customer is impeded or impeded.

Provider has the right to invoke force majeure, if any circumstance prevents (further) fulfillment.

During the period of force majeure, the obligations of the provider are suspended. If the period of suspension lasts longer than thirty days, both parties are entitled to dissolve the agreement in whole or in part, without there being any obligation to pay compensation in that case.

10.2 If the provider can partially fulfill its obligations upon the occurrence of the force majeure, the supplier is entitled to invoice the already delivered or executed or the deliverable or executable part separately, and the customer is obliged to pay this invoice as if it concerned a separate agreement. This does not apply, however, if items already delivered or executed or deliverable or executable have no independent value.

Article 11. Liability

11. 1 Provider is not liable for damage, of whatever nature or size, that has arisen by or in connection with the execution by or on behalf of the provider of what has been agreed with the customer, including negligence of third parties engaged by the provider, unless provider can be blamed for intent or gross negligence.

Without prejudice to the provisions of the previous paragraph and other articles of these general terms and conditions, the provider is in any case never liable for:
- damage as a result of incorrect, careless or incompetent use or use for purposes other than for which it is suitable or intended;
- business and / or consequential loss, caused by whatever cause;
- damage as a result of loss of data recorded on magnetic information carriers;
- damage caused by employees of the supplier and / or third parties engaged by it, for whatever cause;
- damage caused by force majeure within the meaning of Article 10.

11.2 In the cases referred to in the first paragraph of this article, and if, in view of the circumstances of the case, the damage suffered by the buyer as a result of the supplier's failure must be compensated by the provider according to standards of reasonableness and fairness. the liability of the provider is expressly limited to a maximum of the amount of the price to be charged by the customer to the customer

11.3 every buyer acknowledges having taken note of our general sales / delivery conditions. We also point out to our customers the applicable laws in your country, region or place. You must be aware of all legislation yourself. Furthermore, we always like to ask your attention for a safe handling of knives and knife parts, that is in everyone's interest.

Article 12. Warranty

The provider undertakes to comply with the provisions of the manufacturer's warranty for the delivered goods. Without prejudice to the foregoing, the customer can not invoke the following guarantee provisions:
- if the customer has made or has made changes to the goods, including repairs (grinding or sharpening) that have not been performed by or on behalf of the supplier;
- if the errors are wholly or partly the result of incorrect, careless or inexpert use (this also includes oxidation damage to the blade and damage to the cutting edge of the blade, such as burrs and chips from the blade);
- If the damage has occurred due to cutting on unsuitable cutting boards (glass, stone, bamboo) or cutting hard and / or semi-frozen products (for example: hard bread crusts, hard sausage, bones, fish bone, hard peelings, cheese, shellfish, etc);
- If the errors have occurred as a result of lightning, fire or water damage, or by other external causes or disasters;
- if the customer has neglected the goods;
- if the customer has handled the items negligently in other ways, or has dealt with them in such a way that the risk to traffic views must be for the account of the customer.
- Minor defects that do not alter the usage of the product do not fall under the warranty. (minor scratches, moulding marks in the plastic handle or bolster or damages to the box for example)

Article 13. Dissolution / Termination

The buyer is deemed to be in default:
- if the customer does not fulfill any obligation from the agreement or fails to do so on time;
- if the supplier has good reason to fear that the buyer will fail in the performance and does not comply with a written warning to declare himself willing to comply with his obligations within a reasonable period set in the warning;
- if the buyer requests his own bankruptcy, is declared bankrupt, assigns an estate, files an application for suspension of payment, or a seizure of all or part of his assets is made and this is not done within 10 days after seizure is lifted;
- if the customer dies, if he is a natural person. In the event of default by the buyer, the supplier is entitled without any obligation to pay damages, and without prejudice to the rights accruing to it: to declare the agreement canceled in whole or in part by a written notice to the buyer and / or, due to the supplier by the supplier. immediately claim the

entire amount and / or invoke the retention of title.

In the event the agreement is terminated or dissolved in any way, the provisions regarding dissolution / termination, applicable law and disputes remain fully applicable.

All extrajudicial costs, which must be made by the provider in reason, after payment of the default of default for the buyer, payment of its to be paid by the customer and amounts to 15% of the outstanding claim with a minimum amount of € 45.00 per non (fully) paid invoice.

Article 14. Miscellaneous

14.1 If the buyer informs the supplier of an address in writing, the supplier is entitled to send all orders to that address, unless the buyer gives the supplier a written notice of another address to which your orders should be sent.

14.2 If the supplier has allowed deviations from these Conditions for a short or longer period of time, tacitly or not, this does not affect its right to demand immediate and strict compliance with these Conditions. the customer can never assert any right on the grounds that the supplier applies these Conditions smoothly.

14.3 If one or more of the provisions of these Terms and Conditions or any other agreement with the provider should be in conflict with any applicable legal provision, the provision in question shall lapse and shall be replaced by a new legally permissible right to be determined by the supplier. comparable provision.

14.4 The provider is authorized to use third parties in the execution of your order (s).

14.5 Discountcoupons, vouchers or giftcertificates have a validity up to 24 months after the date of purchase. After this period the vouchers are no longer valid.

Article 15. Applicable law and competent court

15.1 Dutch law applies exclusively to all rights, obligations, offers, orders and agreements to which these Terms and Conditions apply, as well as to these Terms and Conditions.

15.2 All disputes between parties will only be submitted to the competent court in the Netherlands.

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