

# Terms and Conditions - v1

Pootendop.nl

16-08-2024

## **\*\*Identity of the Entrepreneur\*\***

Name (Seller): Meubelstoffeerderij Gebroeders Meilink  
Business Address: Weg en Bos 102  
Postcode / City: 2661 GX, Bergschenhoek

Email: info@pootendop.nl  
VAT Number: NL.0031.43.496.B17  
Chamber of Commerce Number: 76.90.73.17

## **\*\*Article 1. All Agreements in Writing\*\***

We aim to document our agreements regarding the price, characteristics of the product to be delivered, delivery time, payment date, etc., as much as possible in writing. Additional agreements (for example, regarding supplementary products) will also be documented in writing.

## **\*\*Article 2. The Offer\*\***

1. If our offer (and the price thereof) has a limited period of validity or is subject to conditions, this will be stated in the offer.
2. The offer regarding products is valid while stocks last.
3. We will describe the offered products/services in such a way that you, as a consumer, can make a well-informed assessment. The images accompanying the offer are as true to life as possible; deviations may not give rise to any rights if the original intended purpose of a product is not adhered to.

## **\*\*Article 3. The Price\*\***

1. Our prices are inclusive of VAT, exclusive of additional costs such as shipping and delivery charges and levies such as waste disposal contributions or copying fees. These will be communicated in a timely manner, prior to the conclusion of the agreement.
2. During the period the offer is valid, the prices of the offered products/services will not be increased, except as a result of statutory regulations (for example, an increase in the VAT rate).
3. If there is a price increase after 3 months from the time we have concluded the agreement with you, you may terminate this agreement as of the day the price increase takes effect.
4. An exception applies to prices that are subject to fluctuations in the (financial) market over which we have no influence. In such cases, we may offer variable prices, but if this is the case, we will indicate in the offer that it pertains to price indications linked to fluctuations in the financial market.
5. Collectibles may be second-hand. Therefore, these items may appear in different conditions. This is taken into account in the pricing. These prices may fluctuate, and subsection 4 applies in that case.

## **\*\*Article 4. Payment\*\***

We offer various payment methods, which may vary from time to time. Upon payment, you will receive an invoice from us.

Like you, we have our payment obligations. If you delay your payment, we incur costs as a result. Where legally permitted, we may charge you the damages we suffer as a result (interest loss and reasonable costs for collecting the outstanding amount).

## **\*\*Article 5. Delivery and Execution\*\***

1. We strive to deliver at the agreed time. This will be done as quickly as possible, but no later than within 30 days, unless a longer delivery period has been agreed upon. If we do deliver late and there is no force majeure, you as the buyer—if it was agreed that you would pay upon delivery—have the right to postpone payment until delivery has taken place. Should you wish, in the case of late delivery, you may fully or partially dissolve the purchase agreement, unless the seriousness of the delay does not warrant this.
2. Delivery occurs at the address provided by you. If the delivery is delayed, or if an order or service cannot be executed or only partially executed, you will be informed as soon as possible. The latest deadline for this is 30 days after you have concluded the (purchase) agreement. After this period, you have the right to dissolve the agreement at no cost.
3. After dissolution, we will refund the amount you have paid as soon as possible, but no later than 30 days after dissolution.
4. If the delivery of a separately ordered product proves to be impossible, we will do our best to deliver a replacement item. This will be communicated clearly and understandably at the time of delivery. If it concerns a distance sale (see Article 10), you may still make use of your right of withdrawal. In that case, the costs of return shipping will be borne by us.
5. The risk of damage and/or loss of products rests with us until the moment of delivery to you, unless explicitly agreed otherwise.

## **\*\*Article 6. Warranty\*\***

For all our new products, a minimum full warranty of one year applies. Excluded from this are batteries, which may have a different warranty period.

It may happen that manufacturers or importers of products or certain components provide their own warranty. Even if you wish to invoke such a warranty, you can approach us. As the seller, we will always remain your contact point unless we have agreed otherwise.

A warranty does not affect your statutory rights.

Please note!

We would like to point out that rights under the warranty may be forfeited if you make alterations to the delivered products (both new and second-hand).

## **\*\*Article 7. Conformity\*\***

We guarantee that our products and services comply with the purchase agreement, the specifications mentioned in our offer, the reasonable standards of quality and usability, and the legal provisions and governmental regulations in force on the date of the conclusion of the purchase agreement.

## **\*\*Article 8. Privacy Policy\*\***

We attach great importance to a clear and transparent privacy policy, and the following rules apply:

- Only personal data necessary for maintaining and improving our services to the customer are collected.
  - Your personal data will be processed, stored, and managed in accordance with applicable privacy legislation.
  - All other data that our employees come across will be treated with strict confidentiality (documents, emails, etc.).
- Exceptions are those cases where the law compels us to provide information to competent authorities. As a consumer, you have the right to access your personal data. We will send you this data no later than two weeks after your request (accompanied by a copy of a valid identification document). Upon your request, we will amend or delete your data.

## **\*\*Article 9. Retention of Title\*\***

We retain ownership of the items until the purchase price has been paid in full.

## **\*\*Article 10. Distance Selling\*\***

When it concerns a so-called distance agreement, commonly referred to as distance selling (for example, an order placed with an online shop), special additional rules apply that we have included separately in this article.

A distance sale is considered to occur when the purchase agreement is made without direct contact between the seller and the consumer. More colloquially, this applies when neither party is in the same physical space. This does not only apply to purchases made via the internet (online shops), but also to phone or written orders.

The most important aspect of distance selling is that the consumer, for purchases of €50 or more or online purchases, has a minimum reflection period of 14 working days after delivery to withdraw from the purchase. During that time, he can exercise his right of withdrawal, which is the right to dissolve the purchase. Our policy in this regard is broader, as described in Article 10c and on the page '<https://www.pootendop.nl/c-5370054/retourneren-of-omruilen/>'

## **\*\*Article 10a. Information\*\***

The information you receive before the purchase is such that you can properly assess the offer, for example, through images which represent the products as truthfully as possible. Additionally, you will receive clear information about your rights and obligations, such as:

- The total price payable, including all additional costs, such as any private copying fee or delivery costs;
- How the agreement is concluded;
- Whether the right of withdrawal applies;
- The method of payment, delivery, or execution of the agreement;
- The duration for which the price or the possibility of accepting the offer is valid;
- The rates you must pay if you wish to contact us, when these differ from the base rate;
- Access to the data we have stored about you;
- The minimum duration of the distance agreement where it concerns ongoing or periodic delivery of products or services.

At the latest upon delivery of the product or service, you, as the buyer, will receive the following information:

- a. Our contact address, where a complaint can be submitted;
- b. The way you can make use of your right of withdrawal;
- c. Information about existing post-purchase services and warranties;
- d. The information mentioned in section a, unless you have already received it before the execution of the agreement;
- e. The terms of termination of the agreement if it lasts longer than one year or is of indefinite duration.

## **\*\*Article 10b. Confirmation and Security\*\***

Once you have placed an order, you will receive an electronic confirmation from us. Until this has occurred, you can still withdraw from the purchase by dissolving the agreement.

If you order via the internet, we ensure the security of the exchanged data and for a secure web environment.

## **\*\*Article 10c. Reflection Period for Delivery of Products (Right of Withdrawal)\*\***

1. When purchasing products, you as a consumer have a statutory reflection period of 14 days, starting from the moment of withdrawal, and an additional 14 days to return your order. To facilitate this, you have a reflection period of 30 days in total to proceed with a return.

The reflection period starts the day after you receive the product or when it has been received on your behalf. During this period, you have the option to dissolve the agreement without having to specify a reason. This can be done by notifying the seller, although returning the product within the time frame with a covering letter indicating that it concerns withdrawal is also sufficient. This is referred to as the right of withdrawal.

2. During the reflection period, you must handle the product and the packaging with care. This means that you may only unpack or use the product to the extent necessary to assess whether you wish to keep it. If you exercise your right of withdrawal, you must return the product with all provided accessories and, if reasonably possible, in its original condition and packaging. We will provide you with clear instructions on how to do this.

3. If you exercise your right of withdrawal, you will only need to pay the return shipping costs at most. If we take the return costs upon ourselves, we will clearly indicate this.

4. All other costs you have already paid will be refunded to you as soon as possible, in any case no later than 14 days after the return shipment or withdrawal.

## **\*\*Article 10d. Reflection Period for Delivery of Services\*\***

Not applicable.

## **\*\*Article 10e. Exclusion of the Right of Withdrawal\*\***

Sometimes there is no right of withdrawal for you as a consumer, but this must then be expressly stated by us before the agreement is concluded. This pertains to products:

- a) That we have created according to the consumer's specifications;
- b) That are clearly personal in nature;
- c) That cannot be returned due to their nature;
- d) That may spoil quickly or age;
- e) Whose price is tied to fluctuations in the financial or collectibles market, which the entrepreneur cannot influence (also see Article 3 regarding the condition/price ratio of collectibles);
- f) For single newspapers and magazines;
- g) For audio and video recordings and computer software where the consumer has broken the seal.

In the case of services, exclusion of the right of withdrawal is only possible if it concerns services:

- a) Regarding accommodation, transport, restaurant business, or leisure activities to be carried out on a specific date

or during a specific period;  
b) The delivery of which commenced with your explicit consent before the reflection period has expired;  
c) Regarding bets and lotteries.

**\*\*Article 10f. Payment\*\***

Payment can be made by choosing one of the options as stated on the webshop.

**\*\*Article 10g. Cancellation\*\***

An order can be canceled free of charge if it has not yet been shipped, except for so-called custom work (an order made according to the consumer's specifications) or specially ordered products.

**\*\*Article 11. Complaints and Complaint Period\*\***

Because we want to provide our customers with optimal service, we find it important to hear from you if you have complaints about our services. Please do this—as well as to limit any potential damage—as soon as possible. According to the law, a complaint is deemed to be reported in time if this occurs within two months after discovery. This also applies in cases where the purchased product does not have the characteristics you were allowed to expect based on the purchase agreement. It is in your interest to submit your complaints in writing. If you submit a complaint to us, it will be answered no later than 14 days. If we require more time for that, we will inform you within 14 days of when you can expect a response. If a complaint is not resolved to your satisfaction, we would like to point out that since February 15, 2016, it has also been possible for consumers in the EU to lodge complaints via the ODR platform of the European Commission. This ODR platform can be found at <http://ec.europa.eu/odr>. If your complaint is not currently being processed elsewhere, you are free to file your complaint through the European Union platform.

**\*\*Article 12. Disputes\*\***

Dutch law applies exclusively to the agreements to which these general terms and conditions pertain. However, as a satisfied customer is preferable to us over a multitude of unnecessary protracted procedures, we will do our utmost to resolve disputes to the satisfaction of both parties.

**\*\*Article 13. Additional Provisions\*\***

Apart from the 13 articles of this standard set of general terms and conditions, we may apply additional or differing provisions. These will then be added to these terms under the header "Additional Provisions." These additional provisions may not be to the detriment of the consumer.