

Terms and Conditions - v4

Italcars Schaalmodellen

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General terms and conditions

Italcars Schaalmodellen

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Article 1 - Definitions

The following definitions apply in these general terms and conditions:

1. Withdrawal period: the period during which the Consumer can make use of his right of withdrawal;
2. Consumer: the natural person who is not acting in the performance of profession or business and who enters into a distance contract with the Entrepreneur;
3. Day: Calendar day;
4. Extended transaction: a distance contract relating to a range of products and/or services for which the delivery and/or purchase obligations extend over a period of time;
5. Permanent data carrier: any means by which the Consumer or Entrepreneur can store information that is addressed to him personally in a way that enables future consultation and unchanged reproduction of the information stored;
6. Right of withdrawal: the right of the Consumer to withdraw from the distance contract within the withdrawal period of the contract;
7. Entrepreneur: the natural or legal person that offers products and/or services to Consumers based on distance contracts;
8. Distance contract: a contract through a system organized by the Entrepreneur for distance selling of products and/or services, whereby exclusive use of one or more means of distance communication has been made up until the conclusion of the contract;
9. Means of distance communication: any means which, without the simultaneous physical presence of the Entrepreneur and the Consumer, can be used for the entry into force of a contract between them.

Article 2 - Identity of the Entrepreneur

Italcars Schaalmodellen;

17 Wigboldinck 7683WS Den Ham (ov);

Phone number: 06-38221949

Email address: info@italcars-schaalmodellen.nl

KvK-number; 55662161 (Chamber of Commerce)

VAT identification number: NL002301017B32

Article 3 - Applicability

1. These General Terms and Conditions apply to every offer made by the Entrepreneur and to every distance contract entered into and orders between the Entrepreneur and Consumer.
2. Prior to the distance contract being entered into, these General Terms and Conditions will be made available to the Consumer. If this is not reasonably possible, before the distance contract is entered into, the Entrepreneur will indicate that the General Terms and Conditions can be inspected and that, at his request, they will be sent to the Consumer free of charge as soon as possible.
3. If the distance contract is entered into electronically, then contrary to the previous paragraph and before the distance contract is entered into, the Consumer will be provided with the text of these General Terms and Conditions electronically, in such a way that the Consumer can easily store them on a permanent data carrier. If this is not reasonably possible, before the distance contract is entered into, the Entrepreneur will indicate where the General Terms and Conditions can be inspected electronically and that, at his request, they will be sent to the Consumer free of charge, either electronically or in some other way.

Article 4 - The offer

1. If an offer is subject to a limited duration or subject to conditions, this will explicitly be stated in the offer;
2. Images of the items are made with extreme care, any possible colour differences restricted;
3. Any possible typing errors restricted;
4. The offer includes a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to make a proper assessment by the Consumer of the offer possible. If the Entrepreneur makes use of images, these are a true reflection of the products and/or services offered. Apparent mistakes or apparent errors in the offer are not binding to the Entrepreneur;
5. Every offer contains such information, that it is clear to the Consumer what the rights and obligations involved in accepting the offer are. This concerns in particular:
 - the price inclusive of taxes;
 - any delivery costs that apply;
 - the way in which the contract will be entered into and the actions required to establish this;
 - applicability or non-applicability of the right of withdrawal;
 - the means of payment, delivery and performance of the contract;
 - the deadline for accepting the offer, or the period for adhering the price;
 - offers are valid while supplies last;
 - if the amount 7 business days after order has not been received yet, it is assumed that the Consumer does not have interest in the items ordered by him/her.

Article 5 - The contract

1. Subject to the provisions of paragraph 4, the contract is entered into at the moment the Consumer accepts the offer and meets the associated terms and conditions;
2. If the contract is entered into electronically, the Entrepreneur will take suitable technical and organisational measures to secure the electronic transfer of data and will ensure a safe web environment. If the Consumer is able to pay electronically, the Entrepreneur will take suitable security measures;
3. The Entrepreneur may obtain information – within statutory frameworks – about the Consumer's ability to fulfil his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives the Entrepreneur proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or request or to apply special conditions to the execution of the contract.

Article 6 - Right of withdrawal

Upon delivery of products:

1. When purchasing products, the Consumer has the right to terminate the contract without giving any reason within seven (7) days. The withdrawal period commences on the day after the product is received by the Consumer or a representative previously designated by the Consumer and announced to the Entrepreneur;
2. During the withdrawal period, the Consumer shall handle the product and its packaging with care. He will only unpack or use the product as far as necessary in order to be able to assess whether he wishes to keep the product. If the Consumer chooses to exercise his right of withdrawal, he will return the product with all the delivered accessories and, if reasonably possible, in its original state and packaging to the Entrepreneur, in accordance with the reasonable and clear instructions provided by the Entrepreneur;
3. The right of withdrawal does not apply to purchased books and CDs. These books and CDs cannot be returned, since these are original books/ CDs without seal packaging.

Article 7 - Costs relating to withdrawal

1. If the Consumer exercises his right of withdrawal, not more than the costs for outward and return delivery of the product shall be for his account. Only the purchase price of the articles (provided in good condition) will be returned;
2. If the Consumer has paid an amount, the Entrepreneur shall refund this amount as soon as possible, in any case within 30 days following withdrawal;
3. If the right of free shipping expired because the Consumer returns one or some articles, then these shipping costs will still be charged. These costs will be settled with the amount to be deposited.

Article 8 - Price

1. Prices of the products and / or services offered will not be increased during the period stated in the offer, except for price changes due to VAT rate changes;
2. Notwithstanding the preceding paragraph, the Entrepreneur can offer products or services at variable prices if they are subject to fluctuations in the financial market and on which the Entrepreneur has no control. This effect of fluctuations and the fact that prices listed may be recommended prices, will be clearly stated in the offer;
3. Prices of products and services listed in the offer are inclusive of VAT.

Article 9 - Compliance and guarantee

1. The Entrepreneur guarantees that the products and / or services comply with the contract, the specifications stated in the offer, the reasonable requirements of reliability and / or usability.

Article 10 - Delivery and execution

1. The Entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the delivery of services;
2. The place of delivery is the address that the Consumer makes known to the company;
3. The company will send the ordered items, after having received payment, as soon as possible. In line, the articles will be shipped the same day if payment is received on business days before 16:00. However, no rights may be granted to this.

Article 11 - Complaints procedure

1. The Entrepreneur shall have a sufficiently notified complaints procedure and shall handle the complaint in accordance with this complaints procedure;
2. Complaints regarding performance of the contract must be submitted to the Entrepreneur within a reasonable period, in their entirety and clearly defined, after the Consumer has discovered the defects;
3. The Consumer is obliged to check the delivered goods immediately upon receipt. If it is found that the delivered case is wrong, defective or incomplete, then the Consumer must report this to the Entrepreneur within one day after receipt.

Article 12 - Privacy

1. Italcars Schaalmodellen takes the protection of your data seriously and takes appropriate measures to prevent misappropriation, loss, unauthorized access, unwanted disclosure and unauthorized modification. If you are under the impression that your data is not properly secured or there is evidence of misappropriation, you can contact us via info@italcars-schaalmodellen.nl;
2. At the time the Consumer accepts the general terms and conditions, he/she also gives permission for the use of his/her given data. This information is used for the handling of the order. The data is stored for a maximum of seven years in a secure environment. For a detailed description of our privacy policy Italcars Schaalmodellen refers Consumers to the privacy statement of Italcars-Schaalmodellen which can be found on its web site.

On agreements between the Entrepreneur and the Consumer to which these general terms and conditions apply, only Dutch law applies.