

Terms and Conditions - v1

Kaviaarshop

03-03-2017

General terms and conditions

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1. General

1.1. Kaviaarshop.nl offers services on selling of Tzar Caviar and related articles throughout the Netherlands and several countries within Europe.

1.2. In these terms and conditions shall apply:

-Kaviaarshop.nl, located at the Vareseweg 121 / 3047AT Rotterdam.

-Buyer: the natural person, partnership, Corporation or legal entity that has given Kaviaarshop.nl command to perform a service. Website: Kaviaarshop.nl held by the website with the URL <https://www.kaviaarshop.nl>.

1.3. Kaviaarshop.nl reserves the right at any time to change these terms and conditions and/or supplement.

2. offer and agreement

2.1 offers or quotations should be classified as invitations to the potential buyers to make an offer. Kaviaarshop.nl is not in any way to such offers or quotations, nor to any offer by the potential buyers, bound, unless in writing and unequivocally. The acceptance of an invitation to make an offer by the potential buyer is considered to be an offer and leads only to an emergence of an agreement as to the other provisions of this article are fulfilled.

2.2 an offer from the potential buyer mentioned in article 2.1 shall be deemed to have been done in one of the following conditions:-the potential buyer has a completeness the data entered on the appropriate input screen of the Website and the relevant data by electronic means sent to Kaviaarshop.nl. This information is received by Kaviaarshop.nl; or-Kaviaarshop.nl has a personalized quote to the potential buyer, which quotation by the potential buyer has been found written agreement.

2.3 an agreement will be concluded at the time that an order confirmation is handed over to the buyer or, in case the offer is done through the website, sent by e-mail to the e-mail address specified by the buyer. This agreement may be revoked by Kaviaarshop.nl in case the buyer does not meet the conditions laid down by Kaviaarshop.nl or if at any time it appears that the buyer does not meet the conditions in the past.

2.4 information, images, oral communications, tasks etc. in relation to all offers and the main characteristics of the products which in any way be provided by Kaviaarshop.nl are to be as accurate as possible. However, Kaviaarshop.nl cannot guarantee that all offers and products fully comply with the given information. Abnormalities may not land and/or rise to compensation

3. Prices

3.1. All prices are expressed in Euro's, in accordance with the legal regulations on this subject, and include Dutch sales tax. The buyer shall pay the price that Kaviaarshop.nl in her confirmation in accordance with article 2.3 of these terms to her has pronounced. The purchase price is payable in advance for all orders that are sent. In case that as long as Kaviaarshop.nl is not paid, no products will be delivered. In case of pick up orders on location of Kaviaarshop.nl Buyer can pay cash.

3.2. Manifest (manipulation) errors in the quotation, such as obvious inaccuracies, also after the conclusion of the agreement by Kaviaarshop.nl will be corrected. Special offers are only valid while supplies last.

4. payment for orders via the Website,

the buyer can pay by means of prepayment through the by Kaviaarshop.nl offered payment methods. It is also possible to pay cash on pick up.

5. Delivery and delivery time

5.1 orders are delivered as soon as possible, after payment by the Buyer, by or on behalf of Kaviaarshop.nl on the specify delivery date by buyer. The delivery time indicated by Kaviaarshop.nl is valid only as an indication, to which no rights can be derived from.

5.2 deliveries take place on the address which is specified by the buyer during the emergence of the agreement.

5.3 The buyer is obliged the purchased within the agreed time limit and/or on or around the appointed time to take off. If in the order confirmation referred to in article 2.3. no agreed term and/or at an agreed time referred to in the previous sentence is displayed, a period apply of three working days after placing the order. The cooling-off period referred to in article 7:46 d paragraph 1 civil code does not apply, since it comes to things that rapidly decay or become obsolete, as referred to in article 7:46 d Member 4 sub 4 of the Netherlands Civil Code.

5.4 If, on the intended time of delivery by the postman, the purchaser or a person designated by him is not present at the delivery address or the purchaser or designated person referred to the package is not able or willing to take delivery, then Kaviaarshop.nl from that time on cannot guarantee the proper temperature of the contents of the package.

5.5 the buyer must check the products immediately after receiving. If the buyer receives products in poor condition or receive products which do not meet the quality requirements we ask the buyer to immediately and at the latest within six hours of receipt to inform us. This can be done by contact our customer service at info@kaviaarshop.nl or telephone +3110-2230033. Our customer service ensures that any complaints will be dealt quickly and as well as possible.

5.6 property, whose packaging is not opened and which once again may be considered saleable, could be returned to Kaviaarshop.nl without giving any reason within 7 days of its receipt. The buyer then has right to reimbursement of the purchase price. The shipping costs for returning/exchanging articles are for the buyer. This right of return does not apply to purchases of items that:

- have been established in accordance with specifications of the buyer (customised)
- cannot be returned due to their nature rapidly decay or aging and/or cooling subject

6. Guaranteed

6.1 Kaviaarshop.nl guarantees that the goods to be delivered meet the usual requirements and standards that can be held and be free of any defects whatsoever.

6.2. If the goods to be delivered do not conform to this warranty, Kaviaarshop.nl shall within reasonable time after receipt or, if return is not reasonably possible, written notification in respect of the defect by the buyer, at the option of Kaviaarshop.nl, replaced, or take care of recovery. In case of replacement the buyer returns the item at the request of Kaviaarshop.nl and Kaviaarshop.nl is to provide the new property to the buyer.

6.3 The warranty does not apply when the defect referred to this matter has arisen as a result of injudicious or improper use or when, without written permission of Kaviaarshop.nl, the buyer or third parties have made changes or try to apply this to the case or have used it for purposes for which the case is not intended.

6.4 in addition to these statutory warranty provisions warranty provisions remain in force. A possible arrangement offered by the company as a guarantee does not affect the rights of the consumer vis-à-vis the company can do under the law and the distance contract.

7. Force majeure

7.1 In case of force majeure Kaviaarshop.nl is not held to its obligations to the buyer. Kaviaarshop.nl is entitled to suspend its obligations for the duration of the force majeure.

7.2 force majeure means any of her circumstance thus fulfilling its obligations to the buyer in whole or in part is prevented. To those circumstances include strikes, fires, business failures, power failures, failures in a (telecommunication) network or connection or communication systems used and/or the unavailability of the website at any time, not or non-timely delivery by suppliers or other third parties and the absence of any Government to obtain via permit.

8. personal data

Kaviaarshop.nl will only process the data of the buyer in accordance with its privacy policy. All by (potential) buyers data are available for deliveries extremely carefully handled and stored securely. This information is used internally only by Kaviaarshop.nl and shall, in principle, not to third parties. Kaviaarshop.nl notes in this context all applicable laws and regulations.

9. Liability and indemnity

9.1. Kaviaarshop.nl shall in no event be liable for any indirect damage by the purchaser or by third parties, including consequential damages, delay damages, lost profits or business interruption, personal injury, or any (other) indirect damage from any cause, and by whom also suffered.

9.2. the buyer shall indemnify Kaviaarshop.nl against all claims of third parties, on any grounds whatsoever, in respect of compensation for damage, costs and/or interests, caused by, for cases at, or in any way related to the goods delivered by us respect our execution of the performance.

10. other provisions

10.1. At the expense of the buyer, all (outdoor) court costs of any kind, which Kaviaarshop.nl, due to the non-fulfilment by the buyer of his (payment) obligations, had to make. In case of late payment is authorised to terminate the agreement with immediate effect Kaviaarshop.nl or (further) to suspend delivery until the Buyer has complied with the payment obligations, the payment of (outdoor) legal expenses of any kind including.

10.2 All offers, agreements and performance of the same by Kaviaarshop.nl are governed exclusively by Dutch law. The "uniform

law on the international sale of goods, the physical cases" and "uniform law on emergence of contracts for the international sale of movable physical cases" and "the Vienna Convention of 1980 with regard to the international sale of goods" as well as any current or future international regime on sale of goods whose action can be excluded by the parties, are hereby expressly excluded.

10.3. In the event of a dispute the relatively competent court in the Netherlands is competent