

Terms and Conditions - v7

Big Bud

26-04-2022

Conditions

These Terms and Conditions apply to every use of the website <http://www.bigbud-maastricht.nl/>, to all services available on the site and to any and all offers, orders and agreements that are linked to it. These General Terms and Conditions apply in addition to the Terms of Use available on the website. In the event of any inconsistency between these Terms and Conditions and the Terms of Use, these Terms and Conditions will prevail.

Article 1 - General

By using the services you confirm and guarantee that you are 18 years or older.

1. You undertake to follow all instructions on the site in the correct manner, such as providing correct, accurate, up-to-date and complete personal information about yourself.
2. You undertake to update your personal data within ten (10) days in the event that any changes occur.

Article 2 - No unlawful or prohibited use.

You undertake not to use the services for illegal purposes or in violation of these Terms and Conditions and Terms of Use or any other applicable provisions.

Article 3 - Restriction / termination

Big Bud reserves the right, in its sole discretion, to terminate your access to all or part of its services at any time for any reason without prior notice or liability on the part of Big Bud. Reasons for such termination include, but are not limited to, (a) breach of or violation of these Terms and Conditions and / or Terms of Use, (b) at the request of the police or judiciary, (c) in the event of unforeseen technical problems or security issues, and (d) for longer periods of no activity.

Article 4 - Offers / Agreement

1. All offers on the part of Big Bud are only binding after you have received a confirmation of receipt from Big Bud confirming the agreement. You are aware of the technical steps that lead to the ratification of the agreement, whether the agreement will be archived and accessible, and the languages in which the agreement may be drafted. Big Bud is not obliged to provide you with information regarding the above prior to the ratification of the agreement.
2. Free articles or articles that are available in the webshop as a gift or promotional item cannot be ordered separately.

Article 5 - Delivery and shipping information

We will always send your package as soon as possible after we have received your payment. Normally you must be able to receive your order within 2 to 3 days. The maximum delivery time is always 30 days. If Big Bud is unable to deliver the product or products within thirty days, Big Bud will immediately inform you in writing (by e-mail, fax or post), in which case you have the right to have the agreement terminated by means of a written notification (by e-mail, fax or post) to Big Bud. We will refund payments made by you within thirty days without accepting any other or further liability.

Note: We do not ship products to countries outside of Europe. These shipping restrictions are binding.

Article 6 - Risk during transport

During the transport of the product or products, Big Bud carries no risk of damage, theft or loss.

Article 7 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option of dissolving the contract within 14 days without giving any reason. This cooling-off period starts on the day following receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.
2. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to that extent to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days of receiving the product. The consumer must make this known using the model form. After the consumer has indicated that he wants to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the goods delivered were returned on time, for example by means of proof of shipment.
4. If after expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal or resp. the product has not been returned to the entrepreneur, the purchase is a fact.

Article 8 - Reflection period

Unfortunately, we cannot receive products back for hygienic reasons, the shelf life of the product or the authenticity

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Products purchased especially for you / on order cannot be returned.

Discounted products are also not returned.

Article 9 - Warranty

1. Complaints regarding delivered products will only be handled if the products are returned to Big Bud within 14 days of delivery, accompanied by a detailed description of the nature and extent of the defect. After this period, the delivered products are considered to be satisfactory and the delivery is unconditionally accepted. Consumer products are not exchanged for hygienic reasons.

2. If Big Bud believes that a complaint is justified, the company is only obliged to deliver replacement products in the shortest possible time. You are not entitled to any compensation.

3. The warranty referred to in this article does not apply in the event that the defect is wholly or partly caused by incorrect, incorrect, negligent or improper use and / or if you have made any changes to the products.

Article 10 - Liability

1. Big Bud's liability is limited to the guarantee stated in Article 9. In any case, Big Bud's liability for the delivery of defective products is limited to direct damage with a maximum of the agreed price of the products concerned. Liability for indirect damage is excluded unless the damage is the result of our intentional intent or serious negligence.

2. Without prejudice to Article 10, paragraph 1, Big Bud is not liable in the event that the defect is wholly or partly caused by incorrect, incorrect, negligent or incompetent use and / or if you have made any changes to the products.

3. You hereby agree to indemnify and hold harmless Big Bud, its subsidiaries, affiliates, directors, agents and any other party involved in creating, producing or delivering the website or services against any and all claims of third parties due to or arising from your use of the services and / or your violation of these Terms and Conditions.

Article 11 - Proof

Unless the contrary is proved, the administration of Big Bud serves as conclusive proof of the orders you have placed, of your payment to Big Bud and the services. You hereby agree that electronic communications can be submitted as evidence.

Article 12 - Customs

Big Bud cannot guarantee that the customs authorities will not seize the goods you have ordered. If this is the case, Big Bud will not reimburse you for any payments. Even if the postal company does not use to transport/deliver certain products, we cannot be held liable for this.

Article 13 - Payment

1. More information about shipping costs and delivery time can be found on the Check Out page on our website.

2. In the event that you do not pay for any reason, you are automatically in default and you owe the statutory interest on the total invoice amount from the due date as well as all the costs for collecting payments that Big Bud must make for this.

Article 14 - Miscellaneous

1. Big Bud reserves the right to change these Terms and Conditions at any time. Such changes take effect immediately upon posting of the amended General Terms and Conditions on the internet.

2. These General Terms and Conditions constitute the entire agreement between the parties and replace any and all prior and simultaneous agreements between the parties with regard to this subject. If it is determined that any provision of these General Terms and Conditions is not legally valid or unenforceable, such non-validity or non-enforceability will not affect any other provision of these General Terms and Conditions, which provisions will remain in full force.

3. These General Terms and Conditions are governed by Dutch law. The district court in Amsterdam has exclusive jurisdiction over any and all disputes with regard to these General Terms and Conditions.

- Data that you enter when placing an order or sending a message is stored on the servers of our processor Mijnwebwinkel. Mijnwebwinkel provides a level of security that matches the data to be processed and takes adequate measures to protect data against loss or any form of unlawful processing. For example, a secure SSL connection is used as standard -