

# Terms and Conditions - v4

Soesha Duka

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For hygienic reasons, only items that are still in their unopened packaging will be returned.

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Article 1 - Definitions

In these conditions:

1. Reflection period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Transaction Duration: a distance contract relating to a series of products and / or services, the supply and / or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him in person in a way that makes future consultation and unaltered reproduction of the stored information possible;
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. Entrepreneur: the natural or legal person that offers products and / or services to consumers at a distance;
8. Distance contract: an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement only one or more communication techniques are used. distance;
9. Technique for distance communication: means that can be used for concluding an agreement, without the consumer and trader being in the same place at the same time;

Article 2 - Identity of the entrepreneur

Entrepreneur name:

E. Velders-Lindeman

Soesha

Address:

Badhuisstraat 128  
2584HL The Hague

Telephone number: 0702148937

Accessibility:

From Monday to Friday from 9:00 am to 5:00 pm

E-mail address: [info@soeshaduka.nl](mailto:info@soeshaduka.nl)

Chamber of Commerce number: 27347306

VAT identification number: NL181978593B01

### Article 3 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that is realized between the entrepreneur and the consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed by the entrepreneur and they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that the consumers can be easily stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the consumer may in the event of conflicting general terms and conditions always invoke the applicable provision that is applicable to him. most favorable.

### Article 4 - The offer

1. If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the offered products and / or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true reflection of the offered products and / or services. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:

the price including taxes;

the possible costs of delivery;

the way in which the contract will be concluded and which actions are necessary for this;

whether or not the right of withdrawal applies;

the method of payment, delivery and execution of the agreement;

the period for accepting the offer or the period within which the entrepreneur guarantees the price;

the level of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic tariff for the means of communication used;

whether the agreement is archived after the conclusion and, if so, how it can be consulted by the consumer;

the way in which the consumer, prior to the conclusion of the agreement, can check the data provided by him in the context of the agreement and repair it if necessary;

any other languages in which, in addition to Dutch, the agreement can be concluded;

the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically;

the minimum duration of the distance contract in case of an extended transaction.

### Article 5 - The contract

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If the entrepreneur based on this investigation has good reasons not to enter into the agreement, he is entitled to refuse an order or request, motivated or to attach special conditions to the execution.
5. With the product or service the entrepreneur will send the following information in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:
  - A. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a

- clear statement regarding the exclusion of the right of withdrawal;
  - B. the information about guarantees and existing service after purchase;
  - C. the data included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
  - D. the requirements for termination of the contract if the contract has a duration of more than one year or is indefinite;
6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

#### Article 6 - Right of withdrawal

##### When delivering products:

1. When purchasing products, the consumer has the option to terminate the contract without giving any reason within 14 days. This cooling-off period commences on the day following receipt of the product by the consumer or a representative appointed in advance by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories 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.

##### When delivering services:

1. When providing services, the consumer has the option to dissolve the contract without giving any reason for at least fourteen days, starting on the day of entering into the agreement.
2. In order to make use of his right of withdrawal, the consumer shall comply with the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest with the delivery.

#### Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, the costs of returning the goods are at the most.
2. If the consumer has paid an amount, the entrepreneur this amount as soon as possible, but no later than 30 days after the return or cancellation, refund.

#### Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer insofar as provided for in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
  - A. that have been created by the trader in accordance with the consumer's specifications;
  - B. which are clearly personal in nature;
  - C. which by their nature can not be returned;
  - D. that can spoil or age quickly;
  - E. the price of which is subject to fluctuations in the financial market on which the entrepreneur has no influence;
  - F. for individual newspapers and magazines;
  - G. for audio and video recordings and computer software of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
  - A. on accommodation, transport, restaurant or leisure activities to be performed on a certain date or during a specific period;
  - B. the delivery of which commenced with the explicit consent of the consumer before the reflection period has expired;
  - C. concerning betting and lotteries.

#### Article 9 - The price

1. During the period mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.
3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the contract are only permitted if the entrepreneur has stipulated this and:

- A. these are the result of statutory regulations or provisions; or
  - B. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.
5. The prices mentioned in the offer of products or services include VAT.

#### Article 10 - Conformity and Guarantee

1. The entrepreneur warrants that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal rights existing on the date of the conclusion of the agreement. provisions and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur under the contract.

#### Article 11 - Delivery and execution

1. The trader will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company. Soeshaduka is not responsible for typing errors made by the consumer and their consequences when filling in personal data.
3. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously but no later than 30 days, unless a longer delivery period has been agreed. If delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without any costs.
4. In case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible but no later than 30 days after termination.
5. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are at the expense of the entrepreneur.
6. The risk of damage and / or loss of products rests with the entrepreneur up to the moment of delivery to the consumer or a pre-designated and made representative to the entrepreneur, unless expressly agreed otherwise.

#### Article 12 - Duration transactions: duration, cancellation and extension

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate a contract that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the stipulated term with due observance of the agreed cancellation rules and a notice period. up to one month.
3. The consumer may conclude the agreements referred to in the previous paragraphs:

cancel at any time and not be limited to termination at a specific time or in a given period;  
at least cancel in the same way as they were entered into by him;  
always cancel with the same notice period as the entrepreneur has stipulated for himself.

#### Prolongation

1. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
2. Notwithstanding the previous paragraph, a contract entered into for a definite period and which extends to the regular delivery of daily news and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer has extended this. agreement by the end of the extension can terminate with a notice period of no more than one month.
3. A contract that has been concluded for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of a maximum of three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
4. Agreements with limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) are not tacitly continued and end automatically after the trial or introductory period.

#### Extent

1. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time with a notice period of no more than one month, unless the reasonableness and fairness cancel before the end of the agreed term. to resist.

#### Article 13 - Payment

1. All orders need to be paid in advance.
2. The consumer cannot invoke any rights whatsoever in relation to the implementation of the order in question before the payment is complete and received by the trader.
3. The consumer is obliged to immediately report any inaccuracies in payment data provided or stated. Reports need to be made to the trader.
4. In case of non-payment on the part of the consumer, the trader has the right, subject to statutory limitations, to charge the consumer reasonable costs which have been communicated in advance to the customer.

#### Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 days after the commencement of the cooling-off period as referred to in article 6 paragraph 1. In the event of an agreement to provide a service, this period after the consumer has received the confirmation of the agreement.
2. When selling products to consumers, a prepayment of more than 50% may never be stipulated in general terms and conditions. If payment in advance is stipulated, the consumer can not assert any rights regarding the execution of the order or service (s), before the stipulated advance payment has taken place.
3. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
4. In the event of default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer beforehand.

#### Article 14 - Complaints procedure

1. The entrepreneur has a well-publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. The consumer has the right to file a complaint online, whether or not via the Dutch Data Protection Authority.  
<https://autoriteitpersoonsgegevens.nl>

#### Article 15 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

#### Article 16 - Additional or deviating provisions

Additional provisions or deviating from these terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable medium.

Soeshaduka is not responsible for typing errors made by the consumer and their consequences when filling in personal data.

##### a.) Privacy - Personal data:

All personal data to Soesha.nl, SoeshaDuka and / or SoeshaPiercing: The Infirmary will be treated strictly confidentially and can be destroyed at the request of the relevant consumer at any time. These can also be requested at any time by the relevant consumer.

All personal data is only used by myself.

Personal data are used:

to take care of online consultations if applicable.

for the consent forms when having a piercing if applicable.

for processing and sending online orders if applicable.

for e-mailing the newsletter if registered.

Every time when filling in the personal data, it is indicated where these will be used.

##### b.) Order ~ and delivery conditions for Special Orders and customized orders:

The delivery time of customized jewelry can vary from 2 weeks to about 6 months.

- I request a deposit of 50% for such orders.

- After the deposit, the ordered items are reserved for you. You will be kept informed of delivery.
- When the items have arrived in the store you will be notified by email (Your personal details that you have provided for this order are used and nothing else, this data can be viewed by you at any time and on your request. be destroyed). An e-mail is sent to the address you provided, also keep an eye on your spam / junk folder. If you do not respond within 7 days, you will try to contact you again.
- If the items 3 months after telephone contact or 3 months after the notification e-mail have not been paid and ordered (via SoeshaDuka.nl) or paid and collected (in the physical store), the reservations and down payments (personal data with which the order was originally made will be destroyed) and the items will be offered for sale again.
- Soesha is not responsible for wrongly ordered sizes of jewelry.
- Soesha is not responsible for inaccessibility due to incorrect contact information. (Your personal data, correctly or incorrectly filled in at all times at your request to see, you can also at any time request to destroy it).
- If you cancel the purchase after the deposit, 20% of the prepaid amount will be charged for administration costs.
- All personal data that you have given Soesha.nl, SoeshaDuka or SoeshaPiercing: The Infirmary will be treated confidentially and can be destroyed at your request at any time.

c.) By agreeing to the Terms and Conditions, the consumer gives SoeshaPiercing: The Infirmary, SoeshaDuka.nl, Soesha.nl permission to store personal data of the relevant consumer. The consumer is then aware that this data may be destroyed at any time on consumer's request. The consumer knows that he / she may view this data at any time. The consumer knows that these data remain confidential and are only viewed by Emmie Velders-Lindeman (owner) and possibly sporadically by counter-personnel within the 4 walls of the physical store.

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

c.) Offers:

All offers are only valid on the day of the offer (if applicable).

Payment on pick-up is only possible during the days of the offer.

Ordered during offer and not in stock? Then there will be a price offered if paid.

Exchange / return of items purchased against cybermonday / christmas offers / international piercing day offer price is not possible.