

Terms and Conditions - v2

gelukspoppetjes

21-10-2021

Terms and Conditions of Gelukspoppetjes.eu (hereinafter referred to as Artasja), is a part of Artasja, creative applications and is registered from start date 01-01-2006 at the Chamber of Commerce East Brabant under number 17184829. VAT number 1431.18.250.B .01, established in Veldhoven, version valid from 15 November 2015

General

These general terms and conditions apply to all Artasja offers. The conditions are accessible to everyone and included on the internet site of Artasja. On request we will send you a written copy.

By placing an order you indicate that you agree with the delivery and payment conditions. Artasja reserves the right to change its delivery and / or payment conditions after the expiry of the term.

Unless otherwise agreed in writing, the general or specific conditions or stipulations of third parties are not recognized by Artasja.

Artasja guarantees that the delivered product meets the agreement and meets the specifications stated in the offer.

Delivery

Delivery takes place while stocks last.

Under the rules of distance selling Artasja will carry out orders at least within 30 days. If this is not possible (because the order is not in stock or no longer available), or there is a delay for other reasons, or an order can not or only partially be executed, then the consumer will receive within 1 month after placing the order. message and in that case he has the right to cancel the order without costs and notice of default.

Artasja`s obligation to deliver will be complied with, subject to proof to the contrary, once the goods delivered by Artasja have been offered to the customer once. In the case of home delivery, the report of the carrier, which implies the refusal of acceptance, serves as full proof of the delivery offer.

All terms mentioned on the internet site are indicative. No rights can therefore be derived from the terms mentioned.

If you want to use a newsletter offer, this offer applies until the next newsletter has been sent. Do not forget to pass on the comment of the newsletter, we can not change this later.

Prices

Prices are not increased within the duration of the offer, unless legal measures make this necessary or if the manufacturer makes interim price increases.

All prices on the site are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors.

All prices on the site are in EURO`s and include 21% VAT.

Discount codes can never be redeemed on agreements with companies. This applies to composite packages for companies, but also to maternity rentals and advertisements.

Visibility period / right of withdrawal

If there is a consumer purchase, in accordance with the Distance Selling Act (Section 7: 5 Dutch Civil Code), the customer has the right to return (part of) the delivered goods within a period of 14 working days without giving any reason. This period starts at the moment the ordered items are delivered. If the customer has not returned the goods delivered to Artasja after this period, the purchase is a fact. The customer is obliged, before proceeding to return, within the period of 14 working days after delivery in writing to Artasja. The customer must prove that the delivered goods have been returned in time, for example by means of proof of mail delivery. Return of the goods must take place in the original packaging (including accessories and accompanying documentation) and in new condition. Pliers are packaged so that you can see them clearly and may not have been out of the original packaging. If the goods have been used by the customer, encumbered or damaged in any way, the right to dissolution within the meaning of this paragraph will lapse. With due observance of the provisions in the previous sentence, Artasja ensures that within 14 days after good receipt of the return shipment, the full purchase price including the calculated shipping costs (shipping costs only if this concerns the entire order) is refunded to the customer. The return of the delivered goods is entirely at the expense and risk of the buyer

The right to dissolution, as described in the previous paragraph, only relates to the goods delivered. We only handle returns when there is a letter with order number, name or order number and account number where the amount may be refunded.

The right of withdrawal does not apply to:

services whose implementation, with the consent of the consumer, has begun for the period of seven working days
goods or services whose price is subject to fluctuations in the financial market, on which the supplier has no influence
goods that are specially formulated or manufactured, for example a surprise package, key rings with name, handmade lucky dolls, printed matter and made-to-measure products, for example items that are specially cut for you by a length, or that have a clearly personal character for goods or services that by their nature can not be returned, for example due hygiene (eg earrings) or that can quickly deteriorate or age.

By handmade lucky dolls we mean the by us handmade lucky dolls and / or cherubs of strings or not- or kettelenstiften and beads, as you can find in the subcategory "handmade lucky dolls".

If the customer lets send by parcel post, the shipping costs can never be refunded if the package is returned because it has not been accepted. If the customer wants the shipment to be sent again, the actual costs will always have to be paid first. If the customer wishes to cancel the returned order, the actual shipping costs will be deducted from the return amount.

Data management

If you place an order with Artasja, your data will be included in the Artasja customer base. Artasja adheres to the Personal Records Act and will not provide your information to third parties. See our Privacy Policy.

Artasja respects the privacy of the users of the internet site and ensures confidentiality of your personal information.

Artasja sometimes uses a mailing list for which you have registered. Each mailing contains instructions to remove yourself from this list.

Guarantee

Artasja guarantees that the products delivered by it meet the requirements of usability, reliability and lifespan as reasonably intended by the parties to the purchase agreement, and is therefore responsible for the factory warranty of the product delivered to you.

The warranty period of Artasja corresponds to the manufacturer's warranty period. Artasja is never responsible for the ultimate suitability of the goods for each individual application by the customer, nor for any advice regarding the use or application of the goods.

The customer is obliged to check the delivered goods immediately upon receipt. If it appears that the delivered item is wrong, inadequate or incomplete, then the customer (before proceeding to return to Artasja) must report these defects to Artasja immediately in writing. Any defects or incorrectly delivered goods must and can be reported to Artasja in writing no later than 2 months after delivery. Return of the goods must take place in the original packaging (including accessories and accompanying documentation) and in new condition. Commissioning after detection of failure, damage arising after detection of failure, encumbrance and / or resale after detection of defect, does this right to complain and return completely invalid.

If Artasja's complaints are deemed well-founded by Artasja, Artasja will at its option replace the delivered goods free of charge or take a written arrangement with the customer about the compensation, on the understanding that the liability of Artasja and therefore the amount of compensation is always limited. up to the invoice amount of the items concerned, or (at the option of Artasja) up to the maximum amount covered by the liability insurance of Artasja in the relevant case. Any liability of Artasja for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential loss or damage due to lost profits.

Artasja is not liable for damage caused by intent or equivalent conscious recklessness of non-managerial staff.

This guarantee does not apply if: A) and as long as the customer is in default towards Artasja; B) the customer has repaired the delivered goods himself and / or processed or has third parties repaired and / or processed. C) the delivered goods are exposed to abnormal circumstances or otherwise careless handling or contrary to the instructions of Artasja and / or instructions on the package are treated; D) the defect is wholly or partially the result of regulations that the government has made or will make regarding the nature or the quality of the materials used;

Offers

Offers are without engagement, unless otherwise stated in the offer.

Upon acceptance of a non-binding offer by the buyer, Artasja reserves the right to revoke or deviate from the offer within the period of 3 working days after receipt of that acceptance.

Oral promises are only binding on Artasja after they have been explicitly confirmed in writing.

Artasja offers do not automatically apply to repeat orders. Offers are exclusive of shipping costs, even if above a certain amount.

Artasja can not be held to its offer if the customer should have understood that the offer, or any part thereof, contained an obvious mistake or error.

Additions, changes and / or further agreements are only valid if agreed in writing.

Agreement

An agreement between Artasja and a customer comes about after an order has been assessed by Artasja for feasibility.

Artasja reserves the right to refuse orders or assignments without stating reasons or to accept them exclusively on the condition that the shipment is made cash on delivery or after payment in advance.

Images and specifications

All images; photos, drawings etc .; inter alia data concerning weights, dimensions, colors, images of labels, etc. on the internet site of Artasja are only approximate, are indicative and can not lead to compensation or dissolution of the agreement.

If you order items from us as a webshop and you want to use our photos, you can request permission. If we grant this, we will always put your name on the copyright photos and email it to you. The right to use the photos thus applies up to 2 years after the date. Then you must remove the photo from your site or request it again with a right of 2 years use. Of course you may not give permission to third parties to use these photos.

If you want to use our photos for commercial use, you will always have to ask us in writing, all our photos are copyrighted.

Force Majeure

Artasja is not liable if and insofar as her obligations can not be fulfilled due to force majeure.

Force majeure means any strange cause, as well as any circumstance, which should in reason not come at its own risk. Delay or default by our suppliers, disruptions in the Internet, faults in the electricity, malfunctions in e-mail traffic and malfunctions or changes in technology provided by third parties, transport problems, strikes, government measures, delays in the supply, negligence of suppliers and / or manufacturers of Artasja as well as auxiliary persons, sickness of personnel, defects in auxiliary or transport equipment are expressly regarded as force majeure.

Artasja reserves in case of force majeure the right to suspend its obligations and is also entitled to terminate the agreement in whole or in part, or to claim that the content of the agreement is modified so that implementation remains possible. In no case Artasja is obliged to pay any fine or compensation.

If Artasja has already partly fulfilled its obligations on the occurrence of the force majeure, or can only partly fulfill its obligations, it is entitled to invoice the already delivered or the deliverable part separately and the customer is obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the already delivered or deliverable part does not have an independent value.

If the carrier loses the shipment and Artasja can prove that it has been sent, we will reimburse what the carrier reimburses us. Obviously, this does not apply if you have the insured sent, then Artasja reimburses you the entire amount of your order.

If you choose to send by letterbox, we can not guarantee a breach of the contents, this is force majeure because we do not know how the carrier handles the envelope. Artasja will naturally package your order in a bubble envelope. We therefore always advise you to choose parcel post.

Liability

Artasja is not liable for damage to vehicles or other objects caused by improper use of the products. Before use, read the instructions on the packaging and / or consult our website. The articles on our website are of such a nature that it is not suitable for small children in connection with bodily injury. You should therefore keep these products out of the reach of children at all times.

Reservation of ownership

Ownership of all items sold and delivered by Artasja to the buyer remains with Artasja as long as the customer has not paid Artasja's claims under the agreement or earlier or later similar agreements, as long as the customer has carried out the activities performed or to be performed from this or similar agreements have not yet been fulfilled and as long as the customer has not yet paid Artasja's claims due to shortcomings in the fulfillment of such obligations, including claims in respect of fines, interest and costs, as referred to in article 3:92. BW.

The goods delivered by Artasja which fall under the retention of title may only be resold within the framework of normal business operations and may never be used as a means of payment.

The customer is not authorized to pledge the goods falling under the retention of title nor encumber them in any other way.

The purchaser now gives unconditional and irrevocable consent to Artasja or a third party to be appointed by Artasja, in all cases in which Artasja wishes to exercise her property rights, to enter all those places where her property will be located and to take those items there with him. .

If third parties seize goods delivered under retention of title or wish to establish or assert rights thereon, the customer is obliged to notify Artasja as soon as reasonably may be expected.

The customer undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to Artasja on first request.

Applicable law / competent court

Dutch law applies to all agreements.

Disputes arising from an agreement between Artasja and buyer, which can not be resolved by mutual agreement, shall be heard by the competent court within the district of Eindhoven, unless Artasja prefers the difference to the competent court of the buyer's place of residence to submit, and with the exception of those disputes that are part of the jurisdiction of the subdistrict court.