

Terms and Conditions - v1

unlimited-colors

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Terms and conditions

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Article 1- Definitions

In this conditions the following terms mean:

1. Reflection period: the term in which the consumer can make use of his right of withdrawal;
2. Customer: the person who does not act in the execution of a profession or company and enters into an remote agreement with the entrepreneur;
3. Day: Calendar day;
4. Long-term transaction: a remote agreement concerning a series of product and/or services of which the delivery and/or purchase obligation is spread through time;
5. Sustainable data carrier: every means the customer or entrepreneur uses to save information that is directed to him on a way that enables the future consultation and unchanged reproduction of the saved information.
6. Right of withdrawal: the possibility for the customer to cancel the remote agreement within the reflection period;
7. Entrepreneur: the natural or legal person who offers products and/or services on a distance to customers;
8. Remote agreement: an agreement whereby in the context of a by the entrepreneur organized system for selling products and/or services on a distance, up to and including closing of the agreement one or more techniques of remote communication will be used.
9. Technique for remote communication: means that can be used for the conclusion of an agreement, without a meeting of the customer and the entrepreneur at the same time in the same room.

Article 2- Identity of the entrepreneur

Name entrepreneur: Unlimited colors

Location and visiting address:

Kraaiendonk 10
5428 NZ Venhorst
Phone number: 0492-769048
Opening hours:
Monday: 08:00 - 17:30 uur
Tuesday: 08:00 - 17:30 uur
Wednesday: 08:00 - 17:30 uur
Thursday: 08:00 - 17:30 uur
Friday: 08:00 - 17:30 uur
Saturday: 08:00 - 12:00 uur
E-mail address: info@unlimitedcolors.nl
Chamber of commerce number: 50725335
VAT number: NL822901195B01

If the activity of the entrepreneur is subject to a relevant licence system: the data on the supervisory authority:

If the entrepreneur practices a regulated profession:

- the professional association or organization
- the professional title, the place in the EU or the European Economic Area where it has been granted
- a reference to the professional rules which apply in the Netherlands and indications of where and how these rules are accessible.

Article 3- Applicability

1. These general term are applicable to every offer of the entrepreneur and on every established remote agreement between entrepreneur and customer.
2. The text of the general terms will be made available to the customer before closing the agreement. If this is not possible, it will be indicated that the general terms are available at the entrepreneur and can, on request, be sent as soon as possible and free of charge to the customer.
3. If the remote agreement is made electronically, notwithstanding from the previous paragraph and before the remote agreement is made, the text of these general terms can be made electronically available for the customer in a way that it can be saved on a durable data base. If this is not possible, there will be indicated where the general terms can be noted electronically before the remote agreement is made and that it is possible, on request of the customer, to send them electronically and free of charge.
4. In the case that besides these general terms there are specific product terms or terms of service applicable the third and second section are of corresponding application and is it possible for the customer, in case of contradictory general terms, to rely on the applicable provision that is favourable to him.

Article 4- The offer

1. It is explicitly mentioned in the offer if an offer has a limited period of validity or under conditions.
2. The offer contains a complete and detailed description of the offered product and/or services. The description is sufficiently detailed to enable customers to make a good review of the offer. Images are a truthful view of the offered products and/or services if the entrepreneur makes use of them. Mistakes or errors in the offer do not bind the entrepreneur.
3. Every offer contains such information that it is clear for the customer what the rights and obligations are that are connected to the acceptance of the offer. This concerns in particular:
 - o the price including taxes;
 - o possible costs of delivery;
 - o the way the agreement will be made and which actions are needed for that;
 - o whether or not it applies the right of withdrawal
 - o the payment method, delivery and execution of the agreement
 - o the deadline for acceptance of the offer, or the deadline within which the entrepreneur guarantees the price.
 - o the height of the tariff for communication on a distance in case the costs of the use of communication techniques will be counted on a different basis than the regular one for the used means of communication
 - o if the agreement after creation will be archived, and if yes how it can be consulted for the customer;
 - o the way on which the customer, before making the agreement, can verify and restore the by him provided information under the agreement
 - o the other possible languages, besides Dutch, wherein the agreement can be made
 - o the codes of conduct where the entrepreneur is subject to and the way in which the customer can consult these codes by electronic means; and
 - o the minimal term of the remote agreement in case of a long-term transaction.

5. Article 5- The agreement

1. The agreement will be made on the moment that the consumer accepts the offer and complies with the conditions attached to it, subject to the provisions of paragraph 4.
2. If the consumer agreed electronically with the offer, the entrepreneur will confirm electronically the receipt of the acceptance of the offer. The consumer can disband the agreement as long as the receipt of this acceptance is not confirmed by the entrepreneur.
3. If the agreement will come about electronically, the entrepreneur takes appropriate technical and organizational measures to ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety measures.
4. The entrepreneur can notify -within the law- if the customer can meet his payment obligation, as well as all the facts and factors that are of importance for entering a remote agreement. If the entrepreneur has on the basis of this research good reasons to do not enter the agreement, he is justified motivated to refuse an order or request or to attach special conditions to the execution.
5. The entrepreneur will inform the consumer of the following information at a product or service. He will provide this information written or in a way that the consumer can save the information in an accessible manner on a sustainable data carrier. It will consider the following information:
 - a. the visiting address of the location of the entrepreneur where the customer can go with complaints;
 - b. the conditions under which and the way on which the customer can use his right of withdrawal, or a clear message regarding the exclusion of the right of withdrawal;
 - c. information considering guarantees and service after purchase;
 - d. the data in article 4 paragraph 3 of these conditions, unless the entrepreneur has provided this information already to the customer before the execution of the agreement.
 - e. the terms for termination of the agreement in case the agreement has a duration of more than one year or is of indefinite duration.
6. The provision in the previous paragraph is only applicable on the first delivery in case of a long-term transaction.

Article 6- Right of withdrawal

Upon delivery of products:

1. At the purchase of products the customer has the ability to dissolve the agreement during 14 days without mentioning their reasons. This reconsideration period starts at the day after receipt of the product by the customer or a pre-designated and to the entrepreneur made known representative.
2. The customer will handle the product and packaging carefully during the reconsideration period. He will unpack the product to the extent that is needed to judge if he likes to keep it. If he uses his right of withdrawal, he will return the product with all the supplied accessories and in the original state back to the entrepreneur, in accordance with the clear instruction provided by the entrepreneur.

Upon delivery of services:

3. Upon the delivery of services, the customer has the ability to dissolve the agreement during 14 days without mentioning their reasons.
4. To make use of the right of withdrawal, the customer will turn himself to the clear instruction that are provided by the entrepreneur at the offer and/or at the latest upon the delivery.

Article 7- Costs in case of revocation

1. In case the customer makes use of his right of withdrawal, at most the costs of returning the product will be charged.
2. In case the customer has paid an amount, the entrepreneur will repay this amount as soon as possible, at the latest within 30 days after returning or revocation.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the customer as far as provided in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if the entrepreneur clearly stated this in the offer, at least timely before concluding the agreement.
2. Excluding the right of withdrawal is only possible for products:
 - a. That are made by the entrepreneur in accordance with consumer specifications;
 - b. That are clearly personal in nature;
 - c. That cannot be returned because of their nature;
 - d. That can spoil or age quickly;

- e. Whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence;
 - f. For loose newspapers and magazines;
 - g. For audio and video recordings and computer software of which the customer has broken the seal.
3. Excluding the right of withdrawal is only possible for services:
- a. Concerning accommodations, transport, restaurant or leisure activities on a particular date or during a certain period of time;
 - b. Whose delivery has been explicitly agreed by the consumer before the period of reflection has expired;
 - c. Concerning bets and lotteries.

Article 9 - The price

1. The prices of the offered products and/or services will not be increased during the in the offer mentioned validity period, except for price changes due to changes in VAT rates.
2. In deviation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence on, with variable prices. This tendency to fluctuations and the fact that any given prices are target prices will be stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only allowed if they are the consequence of statutory regulations or provisions.
4. Price increases after 3 months after the conclusion of the agreement are only allowed if the entrepreneur has stated this and:
 - a. If they are the consequence of statutory regulations or provisions.
 - b. The customer has the power to end the agreement at the day the price increase was established.
5. The prices that are mentioned in the offer of products or services are inclusive of VAT.

Article 10 - Conformity and warranty

1. The entrepreneur ensures that the products and / or services comply with the agreement, the specified specifications, the reasonable requirements of validity and/or usability and the on the date of the conclusion existing statutory regulations or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.
2. A by the entrepreneur, manufacturer or importer provided warranty does not affect the legal rights and claims that the consumer may apply to the entrepreneur under agreement.

Article 11- Delivery and execution

1. The entrepreneur will take the utmost care when receiving and carrying out orders for products and assessing applications for services.
2. The place of delivery is the address that the consumer has notified to the company.
3. With regard to what is stated in article 4 of these terms and conditions, the company will carry out accepted order at an accelerated rate, but not later than 30 days unless a longer delivery period has been agreed. If delivery is delayed, of if an order cannot be executed, or only partially, the customers will receive a notification of this within 30 days after placing the order. In that case, the consumer has the right to terminate the contract without charge and right to any compensation.
4. In case of termination in accordance to the previous paragraph, the entrepreneur will repay the amount the customer has paid as soon as possible, but no later than 30 days after termination.
5. If the delivery of an order product appears to be impossible, the entrepreneur will make an effort to make a replacing article available. No later than at the delivery, it will be reported in a clear and comprehensible manner that a replacement article is delivered. At replacement items the right of withdrawal cannot be excluded. The costs of any return shipping are at the expense of the entrepreneur.
6. The risk of damage and/or loss of products rests at the entrepreneur until the time of delivery or a pre-designated representative announced to the entrepreneur, unless explicitly agreed otherwise.

Article 12 - Long-term transactions: duration, termination and extension

Termination

1. The customer may at any time terminate an agreement of undetermined time for the purpose of scheduled delivery of products (including electricity) or services in accordance with agreed notice rules and a notice period of no more than one month.
 2. The customer may at any time terminate an agreement for a certain period of time for the purpose of scheduled delivery of products (including electricity) or services in accordance with agreed cancellation rules and a cancellation period of no more than one month.
 3. The consumer may conclude the agreements in the previous mentioned paragraphs:
 - unsubscribe at all times and not be restricted to termination at a particular time or in a certain period;
 - at least terminate in the same manner as they have been incurred by him;
 - Always terminate with the same cancellation period as the entrepreneur has undertaken for himself.
 4. A fixed-term agreement, which involves the regular delivery of products (including electricity) or services, may not be tacitly extended or renewed for a certain period of time.
 5. Notwithstanding with the previous paragraph, a fixed-term agreement which involves regularly delivery of daily newspapers, magazines and journals may be tacitly extended for a period of up to three months, if the consumer can terminate this extended agreement towards the end of the extension with a cancellation period of no more than one month.
 6. An agreement that is entered for a certain period of time and which involves regularly delivery of product and services may only be tacitly extend for an indefinite period if the customer can terminate at any time with a notice period of no more than one month and a notice period of no more than three months in case the agreement extends regularly delivery, but less than once per month, of day- news- and week papers and magazines.
 7. A contract with limited duration till regularly delivery for acquaintance of day- news- and week papers (trial or acquaintance subscription) will not be tacitly continued and ends automatically after the trial or acquaintance period.
- ##### Duration
8. 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 resist termination before the end of the agreed term.

Article 13 - Payment.

1. Insofar as otherwise agreed, the amounts owed by the consumer shall be paid within 14 days after entering the commencement as referred to in Article 6, paragraph 1. In case of an agreement to provide a service, this period shall commence after the consumer has received the confirmation of the agreement.
2. At the sale of products to customers, no prepayment of more than 50% may be stated in the general conditions.

When prepayment is stated, the customer cannot make any right regarding the execution of the particular order or service, before the stated prepayment has taken place.

3. The customer is obliged to notify any inaccuracies or incorrect payment specifications immediately to the entrepreneur.

4. In case of non-payment of the customer, the entrepreneur has the right to charge the reasonable costs announced to the customer, subject to legal restrictions.

Article 14 - Complaints

1. The entrepreneur has a sufficient well-known complaints procedure and deals with the complaint in accordance with this complaint procedure.

2. Complaints about the performance of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has identified the defects.

3. Complaints submitted to the entrepreneur will be answered within 14 days from the date the complaint is received. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within 14 days with a notice of receipt and an indication when the consumer can expect a more comprehensive response.

4. If the complaint cannot be resolved by mutual consultation, a dispute arises which is susceptible to the dispute settlement.

Article 15 - Disputes

1. Agreements between the entrepreneur and the consumer to which these terms and conditions relate are subject to Dutch law only.

Article 16- Additional or deviant terms

Additional or deviant provisions of these terms and conditions may not be disadvantageous to the customers and must be documented in such a way they can be stored by the customer in an accessible manner on a sustainable data carrier.