

# Terms and Conditions - v38

sy-lance

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Terms and Conditions - v4

Sy-Lance Webshop  
www.sy-lance.com 16-7-2020

Conditions Sy-Lance

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In these conditions apply:

1. Grace period: The period within which the consumer can exercise his right of withdrawal;
2. Consumer: the natural person not acting in the exercise of profession or business and a distance contract contract with the entrepreneur;
3. Day: calendar day;
4. Transaction Duration: a distance contract relating to a range of products and / or services, the supply and / or purchase is spread over time;
5. Durable medium: any means that the consumer or business that enables information to him personally targeted, store in a way that future consultation and unaltered reproduction of the stored information possible makes.
6. Right of withdrawal: the ability for consumers to see within the waiting period of the contract;
7. Standard form: the model withdrawal form that allows the operator available that can fill a consumer if he wishes to exercise his right of withdrawal.
8. Entrepreneur: the natural or legal products and / or remote services to the consumer;
9. Distance contract: an agreement whereby in the framework of a system organized by the entrepreneur distance selling of goods and / or services until the conclusion of the agreement exclusive use of one or more means of distance communication;
10. Technology for distance communication: means that can be used to conclude an agreement without consumer and trader being in the same area.
11. General Conditions: these General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur Sy-Lance

Business address: Bontepapesteeg 2, 8911 GN Leeuwarden  
E-mailadres: info@sy-lance.com  
KvK-nummer: 72685522  
Btw-identificatienummer: NL002256259B13

Article 3 - Applicability

1. These terms and conditions apply to every offer of the entrepreneur and any agreement reached Remote and contracts between businesses and consumers.
2. Before the agreement is concluded, the text of these terms and conditions to consumers made available. If this is not reasonably possible, before the contract is concluded, be that the general conditions for the entrepreneur to see and as soon as possible at the request of the consumer be sent free of charge.
3. If the agreement is concluded electronically away, notwithstanding the preceding paragraph and before the agreement distance is closed, the text of these terms and conditions electronically to the consumer available made in such a way that it can be stored by the consumer in a simple manner on a durable data carrier. If this is not reasonably possible, before the contract is concluded, be indicated where the general conditions can be inspected electronically and that at the request of the consumer electronically or otherwise will be sent free of charge.
4. In the event that besides these general conditions also specific product or service conditions apply, the second and third paragraph shall apply and the consumer in the event of conflicting general terms always rely on the applicable provision that is most favorable to him.

5. If one or more provisions of these terms and conditions at any time wholly or partially invalid or void are, the contract continues and these conditions will remain in position and the provision will mutually consultations immediately be replaced by a provision that the scope of the original approach as much as possible.
6. Situations that are not regulated in these conditions, "in the spirit" should be assessed from this general conditions.
7. Uncertainties regarding the interpretation or content of one or more provisions of our terms and conditions shall be construed "The spirit of these terms and conditions.

#### Article 4 - The offer

1. If an offer has a limited duration or subject to conditions, this will be explicitly in the offer mention.
2. The offer is non-binding. The entrepreneur is entitled to change the offer and adapt.
3. 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 these images are a true reflection of the products and / or services. Obvious mistakes or errors in the offer binding on the entrepreneur.
4. All drawings, specifications information in the offer are indicative and may not lead to damages or termination of the contract.
5. Images on products are a true representation of the products offered. Entrepreneur can not guarantee that the colors displayed exactly match the actual colors of the products.
6. Each offer contains such information that is clear to the consumer what the rights and obligations of the acceptance of the offer are attached. This concerns in particular:
  - The price including taxes;
  - Any costs of delivery;
  - The manner in which the agreement will be achieved and what actions they require;
  - Whether to apply the right of withdrawal;
  - The method of payment, delivery and performance of the contract;
  - The deadline for accepting the offer, or the deadline for adhering to the price;
  - The height of the tariff for distance communication if the cost of using the technique for communication distance is calculated on a basis other than the regular fare for the means of communication;
  - If the contract is filed after conclusion, and if so, how this can be accessed by the consumer;
  - The way the consumer, for the conclusion of the contract, the information provided by him under the contract Data can check and repair if necessary;
  - Any other languages, including Dutch, the contract can be concluded;
  - The conduct to which the trader is subject and the way the consumer along these codes can consult electronically; and
  - The minimum duration of the distance contract in the event of an extended transaction.

#### Article 5 - The contract

1. The agreement is subject to the provisions of paragraph 4, concluded at the time of acceptance by the consumer the offer and meet the corresponding conditions.
2. If the consumer has accepted the offer electronically, the trader will immediately electronically the receipt of the acceptance of the offer. Until receipt of this acceptance has not been the entrepreneur confirmed, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer electronic can pay, the trader will take appropriate safety precautions.
4. The entrepreneur can - within the law - inform the consumer or to his payment compliance, as well as all facts and factors relevant to a sound conclusion of the distance contract. If the operator under this investigation was justified not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.
5. The entrepreneur will the consumer in the product or service 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, send:
  - A. The address of the establishment of the business where consumers can lodge complaints;
  - b. the conditions under which and the manner in which the right of withdrawal consumer can use, or a clear statement regarding the exclusion of the right of withdrawal;
  - c. information on guarantees and after sales service;
  - d. the details of these conditions include in Article 4 paragraph 3, unless the operator this information already to the consumer provided prior to the execution of the agreement;
  - e. the requirements for terminating the agreement if the agreement has a duration of more than one year or indefinite.
6. In the event of an extended transaction is the provision in the previous paragraph applies only to the first delivery.
7. Each agreement is entered into under the conditions precedent of sufficient availability of the products.

#### Article 6 - Right of withdrawal

1. the consumer has the option to terminate the agreement without giving reasons for the purchase of products for 14 days. This period commences on the day following receipt of the product by the consumer or in advance by the Consumer designated and the entrepreneur announced representative.
2. During this period the consumer will treat the product and packaging. He will be the product only in that unpack or use as necessary to assess whether he wishes to retain. If he his makes right of withdrawal, he will 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.
3. If the consumer wishes to use his right of withdrawal, he is required within 14 days of receipt of the product, to

make known to the operator. The express is to make the consumer using the model form. After the consumer has expressed the wish to make use of his right of withdrawal, the customer the send product within 14 days. The consumer must prove that the goods are returned on time, for example through a proof of posting.

4. If want to make the customer after the unknowable availed periods specified in paragraph 2 and 3 of his right of withdrawal, respectively. Product has not returned to the entrepreneur, the purchase is a fact.

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

1. If the consumer exercises his right of withdrawal, will not exceed the cost of return shipping cost.
2. If the consumer has paid an amount, the entrepreneur this amount as soon as possible but no later than 14 days After cancellation, refund. This is the condition that the product has been received back by the merchant or closing proof of complete return can be submitted.

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

1. The operator may exclude the right of withdrawal of the consumer products as defined in paragraph 2 and 3. The exclusion the right of withdrawal only applies if the trader clearly in the offer, at least in time for the conclusion of the contract refers.

2. Exclusion of the right of withdrawal is only possible for products:
- a. which have been created by the trader in accordance with specifications of the consumer.;
  - b. that are clearly personal in nature;
  - c. that can not be returned due to their nature;

Article 8c - Exclusion Right of withdrawal. Exclusion of the right of withdrawal is possible for products: that can not be returned due to their nature.

All our items are vulnerable. Paper quickly folds, wrinkles, gets stains and fingerprints etc. The items can, due to their nature, in the case of opening the package, not be returned.

Therefore they can only return if you do not break the seal! If you do that, then the sale is closed, the articles can no longer be returned.

This means that in case of returning an item, it must be in original condition, undamaged, and in a solid matching packaging, similar to original packaging that was sent to you, be returned to us. The seal must be unbroken and/or undamaged.

At the moment you are sender you bear the risk for the goods.

Once we have received, checked and approved the returned order, you will get back the order amount, excluding shipping, within 3 weeks.

Items that are clearly of a personal nature can not be returned, this concerns specific agreed tasks.

Take for return use our return form, return it within 14 days (for reflection) of receipt of your purchase to: [info@sy-lance.com](mailto:info@sy-lance.com)

After these 14 days (for reflection), you have another 14 days to return the purchased item.

The return shipping costs are for your own account.

The following text (below) concerns the rules of Postnl in Netherlands.

For other countries you're dealing with the rules of your Delivery-business.

#### After two delivery attempts

After two delivery attempts at the specified delivery address, the parcel goes to a post office in the neighborhood. You have two weeks time to pick up your parcel at the post office. If you don't do that on time, the package will automatically return to Sy-Lance.

The return costs are at your expense. At the moment you are sender, you bear the risk for the goods.

Contact Sy-Lance.

Do you want the parcel to be delivered again? , have it sent to you at your own expense or cancel the sale.

#### Warranty

Sy - Lance guarantees that the items we send you :  
are of high quality.

minimal or not deviate from the available items and their specifications, in the shop.

minimal or not differ from the images shown in the webshop.

will be packed professionally.

will be sent in a good matching postal packing.

Colors will always vary slightly due to the use of multiple screens / devices.

- d. that spoil or become obsolete;
- e. whose price depends on fluctuations in the financial market over which the trader has no influence;
- f. for individual newspapers and magazines;
- g. for audio and video recordings and computer software that the consumer has broken the seal.
- h. hygiene products for which the consumer has broken the seal.

#### Article 9 - The price

1. During the period mentioned in the offer prices of the products and / or services not increased, except for price changes due to changes in VAT rates.

2. Notwithstanding the preceding paragraph, the business products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no control, at variable prices. This attachment to fluctuations and the fact that any price targets, are at the offer.

3. Price increases within 3 months after the conclusion of the contract are only allowed if they result of legislation or regulations.
4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has agreed and:
  - A. They are the result of legislation or regulations; whether
  - b. the consumer is authorized to terminate the contract with effect from the date the increase takes effect.
5. The rates in the supply of products or services include VAT.
6. All prices are subject to pressure - errors. For the consequences of pressure - errors are not liability accepted. With pressure - errors the trader is not obliged to deliver the product according to the erroneous price.

#### Article 10 - Compliance and Warranty

1. The operator guarantees that the products and / or services meet the contract, stated in the offer specifications, the reasonable requirements of reliability and / or usability and on the date of the conclusion of the agreement existing legal provisions and / or government regulations. If agreed, the entrepreneur also guarantee that the product is suitable for other than normal use.
2. By the trader, manufacturer or importer does not affect the legal rights and claims that the consumer may invoke under the contract against the trader.
3. Any defects or faulty goods should within 14 days after delivery to the trader in writing reported. Return of the goods must be in original packaging and in new condition.
4. The entrepreneur warranty matches the manufacturer's warranty period. However, the trader is to never responsible for the ultimate suitability of the goods for each individual application by the customer, nor for any opinions with regard to the use or application of the products.
5. The warranty does not apply if:
  - The consumer has repaired the products delivered and / or processed or repaired and / or modified by third parties;
  - The delivered goods have been exposed to abnormal conditions or otherwise careless handling or contrary are treated with the instructions of the operator and / or packaging;
  - The unsoundness wholly or partially the result of regulations that the government has made or will make regarding of the nature or quality of the materials used.

#### Article 11 - Delivery and execution

1. The trader will take the greatest possible care when receiving and implementing orders and products in assessing applications for the provision of services.
2. The place of delivery is the address that the consumer makes known to the company.
3. Subject to what is stated in Article 4 of these terms and conditions, the company accepted orders expeditiously but not later than 30 days, unless the consumer has agreed to an extended delivery. If delivery is delayed or if an order is not or only partially implemented, the consumer will be informed within 30 days after placing the order. the consumer has that case the right to terminate the contract without penalty and be entitled to any compensation.
4. In case of dissolution in accordance with the preceding paragraph, the operator the amount that consumers paid as soon as possible, but no later than 14 days after repudiation.
5. If delivery of an ordered product proves impossible, the trader will endeavor to provide a replacement item made available. By the delivery will be reported in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The cost of a possible return shipment are borne by the entrepreneur.
6. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer or a pre-designated and announced representative to the entrepreneur, unless otherwise expressly agreed.

#### Article 12 - Extended duration transactions: duration, termination and renewal notice

1. The consumer may contract for an indefinite period, which extends to the regular delivery of products (Including electricity) or services, at any time denounce this purpose agreed termination rules and a notice of up to one month.
2. The consumer has a contract concluded for a definite period and that extends to the regular delivery of products (Including electricity) or services, at any time at the end of the fixed term denounce respecting applicable termination rules and a notice of up to one month.
3. Consumers can the agreements referred to in the preceding paragraphs:
  - Withdraw and not be limited to termination at a particular time or in a given period;
  - Terminate them in the same way as they are concluded;
 Cancel at the same notice as the company has negotiated for itself.

#### extension

4. A contract for a definite period and that extends to the regular delivery of products (electricity including) or services may not be automatically extended or renewed for a fixed period.
5. Notwithstanding the preceding paragraph, a contract concluded for a definite period and that extends to the regular delivery of daily news and weekly newspapers and magazines be tacitly renewed for a limited period of up to three months, as the consumer may cancel this extended agreement by the end of the extension with a notice of at more than one month.
6. A contract for a definite period and that extends to the regular delivery of products or services may be tacitly renewed for an indefinite period if the consumer may at any time terminate with notice of maximum of one month and a notice of up to three months if the contract extends to the regular, but less than once a month, delivering daily, weeklies and magazines.

7. A contract with a limited duration of regular delivery of dailies, weeklies and periodicals (Trial or introductory subscription) is not implied continued and terminates automatically after the trial or acclimatization. expensive

8. When a contract has a duration of more than one year, the consumer contract after one year may at any time withdraw a notice of up to one month, unless the reasonableness and fairness against termination before the end of agreed oppose expensive.

#### Article 13 - Payment

1. Unless otherwise agreed, the amounts owed by the consumer to be paid within 7 days after the start of the cooling off period referred to in Article 6 paragraph 1. In case of an agreement to provide a service, time begins after the consumer has received the confirmation of the agreement.

2. The consumer has the duty to report immediately to the trader any inaccuracies in data supplied or specified payment.

3. In case of default by the consumer, the entrepreneur subject to statutory limitations, the right to advance consumers to make reasonable costs charged.

#### Article 14 - Complaints

1. The entrepreneur has a well-publicized complaints and deals with complaints under this complaints.

2. Complaints about the implementation of the agreement must be made fully and clearly described within 7 days the entrepreneur, after the consumer has found the defects.

3. The entrepreneur complaints within a period of 14 days from the date of receipt

answered. If a complaint is a foreseeable longer processing time, then the trader within the period of 14 days replied with a message of welcome and an indication if the consumer is a more detailed answer expect.

4. If the complaint can not be resolved by mutual agreement creates a dispute that is subject to dispute.

5. Complaints that can not be solved by mutual agreement, the consumer should apply to Foundation Webwinkelkeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), it will mediate free. Should there not yet come to a solution, the consumer the ability to be treated by Strife Online Foundation complaint, the decision thereof is binding and both entrepreneur and consumers agree with this binding judgment. The submission of a dispute to Disputes Committee are costs that must be paid by the consumer to the relevant committee.

6. A complaint does not suspend the obligations of the entrepreneur, unless the operator specifies otherwise.

7. If a complaint is accepted by the entrepreneur, the entrepreneur will at its option or the goods delivered free replacement or repair.

#### Article 15 - Disputes

1. Contracts between the entrepreneur and the consumer which these general conditions apply, Only Dutch law. Even if the consumer is domiciled abroad.

2. The CISG does not apply.

#### Article 16 - Additional or different terms

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