

# Terms and Conditions - v1

onlineschucoshop-nl

25-04-2025

## Terms and Conditions

### Table of Contents

1. Article 1 - Definitions
2. Article 2 - Identity of the Entrepreneur
3. Article 3 - Applicability
4. Article 4 - The Offer
5. Article 5 - The Agreement
6. Article 6 - Right of Withdrawal
7. Article 7 - Costs in Case of Withdrawal
8. Article 8 - Exclusion of Right of Withdrawal
9. Article 9 - The Price
10. Article 10 - Conformity and Warranty
11. Article 11 - Delivery and Execution
12. Article 12 - Payment
13. Article 13 - Complaints Procedure
14. Article 14 - Additional or Deviating Provisions

### Article 1 - Definitions

In these terms and conditions, the following definitions apply:

1. Cooling-off period: the period within which the consumer can exercise their right of withdrawal;
2. Consumer: the natural person not acting in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Long-term transaction: a distance contract relating to a series of products and/or services, where the obligation to deliver and/or purchase is spread over time;
5. Durable medium: any tool that enables the consumer or entrepreneur to store information addressed personally to them in a way that allows future consultation and unchanged reproduction of the stored information;
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. Model withdrawal form: the model form for withdrawal provided by the entrepreneur that the consumer can fill in if they wish to exercise their right of withdrawal;
8. Entrepreneur: the natural or legal person who offers products and/or services to consumers at a distance;
9. Distance contract: a contract whereby, within the framework of a system organized by the entrepreneur for distance selling of products and/or services, only one or more means of distance communication is used up to and including the conclusion of the contract;
10. Means of distance communication: tool that can be used to conclude a contract without the consumer and entrepreneur being in the same room simultaneously;
11. Terms and Conditions: these Terms and Conditions of the entrepreneur.

### Article 2 - Identity of the Entrepreneur

Onlineschucoshop.nl c/o Pelinca

Irenestraat 12

6191 AV Beek

Phone number: +31 6 25 49 89 25, available by phone Monday to Friday from 08:00 to 11:30

Email address: [info@onlineschucoshop.nl](mailto:info@onlineschucoshop.nl)

Chamber of Commerce number (KvK): 89919041

VAT identification number: NL004773721B18

### Article 3 - Applicability

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and order concluded between the entrepreneur and the consumer.

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, the entrepreneur shall indicate, before the distance contract is concluded, how the general terms and conditions can be inspected at the entrepreneur's premises and that they will be sent free of charge to the consumer as soon as possible upon request.

If the distance contract is concluded electronically, contrary to the previous paragraph and before the contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically 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, it will be indicated where the general terms and conditions can be accessed electronically and that they will be sent free of charge to the consumer electronically or otherwise upon request.

In the event that, in addition to these general terms and conditions, specific product or service conditions also apply, the second and third paragraphs apply accordingly, and in the event of conflicting terms, the consumer may always rely on the applicable provision that is most favorable to them.

If one or more provisions of these general terms and conditions are at any time wholly or partially void or annulled, the agreement and these terms and conditions will otherwise remain in effect, and the relevant provision will be replaced immediately in mutual consultation with a provision that approximates the intent of the original as closely as possible.

Situations that are not covered by these general terms and conditions must be assessed in the spirit of these general terms and conditions.

Ambiguities about the interpretation or content of one or more provisions of these terms and conditions must be interpreted in the spirit of these general terms and conditions.

### Article 4 - The Offer

The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images,

these are a truthful representation of the products and/or services offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.

All images, specifications, and data in the offer are indicative and cannot be a reason for compensation or the dissolution of the agreement.

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;
- any shipping costs;
- the method by which the agreement will be concluded and what actions are required for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery, and performance of the agreement;
- the period for accepting the offer, or the period within which the entrepreneur guarantees the price;
- the rate for distance communication if the costs of using the distance communication technique are calculated on a basis other than the basic rate for the communication medium used;
- whether the agreement will be archived after conclusion, and if so, how it can be accessed by the consumer;
- the way the consumer can check and, if desired, correct the information provided by them in the context of the agreement before the conclusion of the contract;
- any other languages in which the contract can be concluded, besides Dutch;
- the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically; and
- the minimum duration of the distance contract in case of a continuous transaction.

## Article 5 – The Agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the moment the consumer accepts the offer and meets the corresponding conditions.

If the consumer has accepted the offer electronically, the entrepreneur shall promptly confirm receipt of the acceptance electronically. As long as this acceptance has not been confirmed by the entrepreneur, the consumer may dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur shall take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures for this as well.

The entrepreneur may, within the limits of the law, ascertain whether the consumer can meet their payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance contract. If, based on this investigation, the entrepreneur has good reasons not to enter into the agreement, they are entitled to refuse an order or application with justification or to attach special conditions to the execution.

With the product or service, the entrepreneur shall provide the following information to the consumer, either 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 visiting address of the entrepreneur's business location where the consumer can address complaints;
- b. the conditions under which and the manner in which the consumer can exercise the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- c. information about warranties and existing after-sales service;
- d. the data included in Article 4(3) of these terms and conditions, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement.

In the case of a continuing performance contract, the provision in the previous paragraph only applies to the first delivery.

Every agreement is entered into under the suspensive condition of sufficient availability of the relevant products.

## Article 6 – Right of Withdrawal

When delivering products:

Upon purchasing products, the consumer has the right to dissolve the agreement without giving reasons within 14 days. This cooling-off period starts on the day after the consumer, or a third party previously designated by the consumer and made known to the entrepreneur, has received the product.

During the cooling-off period, the consumer shall handle the product and packaging with care. The consumer shall only unpack or use the product to the extent necessary to determine whether they wish to keep the product. If the consumer exercises the right of withdrawal, they shall return the product with all delivered accessories and – if reasonably possible – in its original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

If the consumer wishes to exercise the right of withdrawal, they are required to notify the entrepreneur within 14 days after receiving the product. The consumer must do this by phone or by contacting the entrepreneur via email. After notifying the entrepreneur, the consumer must return the product within 14 days. The consumer must be able to prove that the goods were returned on time, for example, by providing a proof of shipment.

## Article 7 – Costs in Case of Withdrawal

If the consumer exercises the right of withdrawal, they will bear no more than the cost of returning the goods.

If the consumer has paid an amount, the entrepreneur shall reimburse this amount as soon as possible, but no later than 14 days after the withdrawal. This is subject to the condition that the returned product has been received by the entrepreneur, or that conclusive proof of return has been provided. The refund will be made using the same payment method used by the consumer unless the consumer expressly agrees to a different method.

If the product is damaged due to careless handling by the consumer, the consumer is liable for any depreciation in value.

The consumer cannot be held liable for depreciation in value if the entrepreneur did not provide all legally required information about the right of withdrawal before the agreement was concluded.

## Article 8 – Exclusion of the Right of Withdrawal

The entrepreneur may exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3.

The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, or at least in good time before the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for products:

- a. that have been made to the consumer's specifications;

- b. that are clearly personal in nature;
- c. that cannot be returned due to their nature;
- d. that spoil or age quickly;
- e. whose price is subject to fluctuations in the financial market beyond the entrepreneur's control;
- f. for individual newspapers and magazines;
- g. for audio and video recordings and computer software whose seal has been broken by the consumer;
- h. for hygienic products whose seal has been broken by the consumer.

Exclusion of the right of withdrawal is only possible for services:

- a. relating to accommodation, transport, restaurant business, or leisure activities to be carried out on a specific date or during a specific period;
- b. whose delivery has begun with the explicit consent of the consumer before the cooling-off period has expired;
- c. related to betting and lotteries.

## Article 9 – The Price

During the validity period mentioned in the offer, the prices of the offered products and/or services shall not be increased, except for price changes resulting from changes in VAT rates. Notwithstanding the previous paragraph, the entrepreneur may offer products or services with variable prices if these are subject to fluctuations in the financial market over which the entrepreneur has no influence. This connection to fluctuations and the fact that any mentioned prices are target prices shall be stated in the offer. Price increases within 3 months after the conclusion of the agreement are only permitted if they result from legal regulations or provisions. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:

- a. they are the result of legal regulations or provisions; or
- b. the consumer has the right to terminate the agreement as of the day on which the price increase takes effect.

The prices mentioned in the offer of products or services include VAT. All prices are subject to printing and typographical errors. No liability is accepted for the consequences of printing and typographical errors. In the event of printing and typographical errors, the entrepreneur is not obliged to deliver the product at the incorrect price.

## Article 10 – Conformity and Warranty

The entrepreneur guarantees 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 existing legal provisions and/or government regulations on the date the agreement is concluded. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use. A warranty provided by the entrepreneur, manufacturer, or importer does not affect the legal rights and claims that the consumer may assert against the entrepreneur based on the agreement. The warranty does not apply if:

- The consumer has repaired and/or modified the delivered products or had them repaired and/or modified by third parties;
- The delivered products have been exposed to abnormal conditions or otherwise treated carelessly or contrary to the instructions of the entrepreneur and/or on the packaging;
- The defect is wholly or partly the result of regulations imposed or to be imposed by the government concerning the nature or quality of the materials used.

## Article 11 – Delivery and Execution

The entrepreneur shall exercise the utmost care when receiving and executing product orders and when assessing requests for the provision of services. The place of delivery shall be the address that the consumer has made known to the company. With due observance of what is stated in paragraph 4 of this article, the company shall execute accepted orders with due speed but no later than within 30 days, unless a longer delivery period has been agreed with the consumer. If delivery is delayed, or if an order cannot be fulfilled or can only be partially fulfilled, the consumer shall be notified of this no later than 30 days after the order was placed. In such cases, the consumer has the right to dissolve the agreement without cost. The consumer is not entitled to any compensation. All delivery times are indicative. The consumer cannot derive any rights from any stated periods. Exceeding a term does not entitle the consumer to compensation. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur shall refund the amount paid by the consumer as soon as possible, but no later than within 14 days after dissolution. If delivery of an ordered product proves impossible, the entrepreneur will make every effort to provide a replacement item. At the latest upon delivery, it shall be clearly and comprehensibly communicated that a replacement item is being delivered. The right of withdrawal cannot be excluded for replacement items. The costs of any return shipment are borne by the entrepreneur.

## Article 12 – Payment

Unless otherwise agreed, the amounts owed by the consumer must be paid within 14 working days after the start of the withdrawal period as referred to in Article 6(1). In the case of an agreement for the provision of a service, this period commences after the consumer has received confirmation of the agreement. The consumer is obliged to immediately report any inaccuracies in payment details provided or stated to the entrepreneur. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the consumer reasonable costs made known in advance.

## Article 13 – Complaints Procedure

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this procedure. Complaints about the performance of the agreement must be submitted to the entrepreneur within 2 months after the consumer has identified the defects, clearly and fully described.

Complaints submitted to the entrepreneur shall be answered within 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur shall respond within 14 days with a confirmation of receipt and an indication of when the consumer can expect a more detailed response.

If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution procedure.

In case of complaints, the consumer should first contact the entrepreneur. If no solution is reached, the consumer can contact Stichting WebwinkelKeur ([www.webwinkelkeur.nl](http://www.webwinkelkeur.nl)), which will mediate free of charge. If a resolution is still not achieved, the consumer has the option to have the complaint handled by Stichting GeschilOnline

([www.geschilonline.com](http://www.geschilonline.com)). The decision of this body is binding, and both the entrepreneur and the consumer agree to this binding decision. There are costs associated with submitting a dispute to this dispute committee, which must be paid by the consumer. Complaints can also be submitted via the European ODR platform (<http://ec.europa.eu/odr>). A complaint does not suspend the entrepreneur's obligations unless the entrepreneur indicates otherwise in writing.

If a complaint is found to be justified by the entrepreneur, the entrepreneur shall, at its discretion, either replace or repair the delivered products free of charge.

#### Article 14 – Additional or Deviating Provisions

Additional provisions or provisions that deviate from these general 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.