

Terms and Conditions - v3

gijjuosh

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GIJJUOSH Terms and Conditions

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Article 1 - Definitions

For the means of these conditions:

Reflection period: the period within which the consumer can use his right of withdrawal;

'Consumer': means the natural person who does not act in the exercise of profession or business and enters into a distance contract with the entrepreneur;

Day: calendar day;

Durable data medium: any means that enables the consumer or entrepreneur to store information addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information.

'Right of withdrawal' means the possibility for the consumer to withdraw from the distance agreement within the cooling-off period;

Model form: the model withdrawal form that the entrepreneur provides that a consumer can fill in when he wants to make use of his right of withdrawal;

Entrepreneur: the natural or legal person who offers products and/or services to consumers remotely, in this case Gijjuosh;

'Distance agreement' means an agreement whereby, in the context of a system for distance selling of products and/or services organised by the operator, one or more distance communication techniques is used only until the conclusion of the contract;

Technology for remote communication: resource that can be used for concluding an agreement, without the consumer and trader being in the same place at the same time.

Terms and conditions: the current Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Name of entrepreneur: Gijjuosh

Business address: Koetsierbaan 9

Postal Code: 1315 SH

City: Almere

Country: The Netherlands

Telephone number: (+31) 626571583

Email address: info@gijjuosh.com

Chamber of Commerce number: 80515703

VAT identification number: NL003457008B42

Article 3 - Applicability

These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between entrepreneur and 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, before the distance contract is concluded, it will be indicated that

the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.

If the distance contract is concluded electronically, contrary to 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 they are consumer can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer.

In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that applies to him. most beneficial.

If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or destroyed, the agreement and these terms and conditions will remain in force and the relevant provision will be replaced immediately in mutual consultation by a provision that as close as possible to the purport of the original. Situations that are not regulated in these general terms and conditions must be assessed "in the spirit" of these general terms and conditions.

Uncertainties about the explanation or content of one or more provisions of our terms and conditions should be explained "in the spirit" of these general terms and conditions.

Article 4 - The offer

If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.

The offer contains a complete and accurate description of the products and / or services offered. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer are not binding for the entrepreneur.

All images, specifications and information in the offer are indicative and cannot give rise to compensation or termination of the agreement.

Images accompanying products are a true representation of the products offered. The entrepreneur cannot guarantee that the displayed colors exactly match the real colors of the products.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to accepting the offer. This concerns in particular:

- the price including taxes;
- the possible costs of shipping;
- the way in which the agreement will be concluded and which actions are required for this;
- whether or not the right of withdrawal applies;
- the method of payment, delivery and implementation of the agreement;
- the deadline for acceptance of the offer or the period within which the trader guarantees the price;
- the level of the distance communication rate if the costs of using the technique for distance communication is calculated on a basis other than the regular basic rate for the means of communication used;
- whether the agreement will be archived after its conclusion and, if so, how it can be consulted for the consumer;
- the way in which the consumer, before concluding the agreement, can check the information provided by him under the agreement and, if necessary, restore it;
- any other languages in which, in addition to Dutch, the agreement may be concluded;
- the codes of conduct to which the entrepreneur is subject and the way in which the consumer can consult these codes of conduct by electronic means; And
- the minimum duration of the distance contract in case of an extended transaction;

Optional: available sizes, colors, type of materials.

Article 5 - The Agreement

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

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

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 take appropriate security measures.

The entrepreneur can - within legal frameworks - inquire 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, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, with reasons, or to attach special conditions to the implementation.

The entrepreneur will send the following information with the product or service to the consumer, 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 business location of the entrepreneur where the consumer can go with complaints;
- (b) the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- (c) information about guarantees and existing service after purchase;
- (d) the information included in article 4 paragraph 3 of these conditions, unless the entrepreneur has already

provided this information to the consumer 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 is indefinite.

Every agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When purchasing products, the consumer has the option to dissolve the contract without giving any reason within 14 days. This reflection period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and announced to the entrepreneur.

During the reflection period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent 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 supplied 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.

If the consumer wishes to make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 14 days after receipt of the product. The consumer must make this known by means of the model form. After the consumer has made it known that he wishes to make use of his right of withdrawal, the customer must return the product within 14 days. The consumer must prove that the delivered goods have been returned on time, for example by means of proof of shipment.

If, after the expiry of the periods referred to in paragraphs 2 and 3, the customer has not indicated that he wishes to make use of his right of withdrawal resp. the product has not been returned to the entrepreneur, the purchase is a fact.

Article 7 - Costs in case of withdrawal

If the consumer makes use of his right of withdrawal, the costs of return shall not exceed the cost of the return.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the withdrawal. The condition is that the product has already been received back by the online retailer or conclusive proof of complete return can be submitted. Reimbursement will be made via the same payment method used by the consumer, unless the consumer explicitly gives permission for a different payment method.

In case of damage to the product due to careless handling by the consumer himself, the consumer is liable for any depreciation of the product.

Article 8 - Exclusion of right of withdrawal

The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraph 2. 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.

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

a. that have been created by the entrepreneur in accordance with the specifications of the consumer;

b. that are clearly personal in nature;

c. that cannot be returned due to their nature;

d. that can age quickly;

e. for hygienic products of which the consumer has broken the seal. All swimsuits, bodysuits and jewelry, cannot be returned for hygienic reasons.

Article 9 - The price

During the period of validity stated in the offer, the prices of the products and / or services being offered will not be increased, except for price changes as a result of changes in VAT rates.

Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, at variable prices. This link to fluctuations and the fact that any stated prices are target prices are stated in the offer.

The prices stated in the offer of products or services include VAT.

All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typing errors. In case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong 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 reliability and / or usability and the legal provisions existing on the date of the conclusion of the agreement. and / or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.

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 on the basis of the agreement.

Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 14 days after delivery. Return of the products must be in the original packaging and in new condition.

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

The warranty does not apply if:

The consumer has repaired and / or processed the delivered products himself or has had them repaired and / or processed by third parties;
The delivered products have been exposed to abnormal circumstances or are otherwise handled carelessly or are contrary to the instructions of the entrepreneur and / or have been treated on the packaging;
The inadequacy is wholly or partly the result of regulations that the government has made or will make with regard to the nature or quality of the materials used.

Article 11 - Delivery and execution

The entrepreneur will take the greatest possible care when receiving and implementing orders for products and when assessing applications for the provision of services.

The place of delivery is the address that the consumer makes known to the company.

With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously, but no later than 2 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 3 days after placing the order. In that case, the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.

All delivery times are indicative. The consumer cannot derive any rights from any stated terms. Exceeding a term does not entitle the consumer to compensation.

In case of dissolution in accordance with paragraph 3 of this article, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 14 days after dissolution.

If delivery of an ordered product proves impossible, the entrepreneur will endeavor to provide a replacement article.

At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal cannot be excluded. The costs of a possible return shipment are for the account of the entrepreneur.

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 representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Complaints procedure

The entrepreneur has a well-publicized complaints procedure and handles complaints in accordance with this complaints procedure.

Complaints about the implementation of the agreement must be fully and clearly described and submitted to the entrepreneur within 7 days, after the consumer has discovered the defects.

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 reply within 14 days with a confirmation of receipt and an indication when the consumer can expect a more detailed answer.

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

In case of complaints, a consumer must first turn to the entrepreneur.

A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in writing.

If a complaint is found to be well-founded by the entrepreneur, the entrepreneur will replace or repair the products delivered free of charge at his choice.

Article 13 - Disputes

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Even if the consumer lives abroad.
The Vienna Sales Convention does not apply.

Article 14 - Additional or deviating provisions

Additional provisions or provisions deviating 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 data medium.