

Terms and Conditions - v1

leernaaimachine

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General terms and conditions for Leernaaimachine.nl

Table of contents:

- Article 1 - Definitions
- Article 2 - Identity of the entrepreneur
- Article 3 - Applicability
- Article 4 - The offer
- Article 5 - The agreement
- Article 6 - Right of withdrawal
- Article 7 - Costs in case of withdrawal
- Article 8 - Exclusion of the right of withdrawal
- Article 9 - The price
- Article 10 - Conformity and guarantee
- Article 11 - Delivery and execution
- Article 12 - Payment
- Article 13 - Complaints procedure
- Article 14 - Disputes
- Article 15 - Additional or different provisions

Article 1 - Definitions

In these terms and conditions, the following definitions apply:

Cooling-off period: the period within which the consumer can make use of his right of withdrawal;

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

Day: calendar day;

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

Right of withdrawal: the possibility for the consumer to renounce the distance contract within the cooling-off period;

Model form: the model form for withdrawal that the entrepreneur makes available 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 at a distance;

Distance contract: an agreement whereby, in the context of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement, exclusive use is made of one or more techniques for distance communication;

Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur having come together in the same room at the same time.

General terms and conditions: the present general terms and conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

Name entrepreneur: L. van Marion h/o Leernaaimachine.nl

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Article 3 - Applicability

1. These General terms and conditions apply to every offer made by the entrepreneur and to every distance contract and orders concluded between the entrepreneur and the consumer.
2. 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 by the entrepreneur and they will be sent free of charge at the request of the consumer as soon as possible.
3. 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 it can be stored by the consumer in a simple way 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 read electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.
4. 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 the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting general terms and conditions.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or are annulled, the agreement and these terms and conditions will otherwise remain in force and the relevant provision will be replaced immediately by a provision that approximates the purport of the original as much as possible.
6. Situations that are not regulated in these general terms and conditions must be assessed 'in the spirit' of these general terms and conditions.
7. Ambiguities about the explanation or content of one or more provisions of our terms and conditions must be interpreted 'in the spirit' of these general terms and conditions.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adjust the offer.
3. The offer contains a complete and accurate description of the products and/or services offered. The description shall be sufficiently detailed to allow a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications data in the offer are indicative and can not give rise to compensation or dissolution of the

agreement.

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

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

- the price including taxes;
- the possible costs of shipping;
- the manner 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 execution of the agreement;
- the period for acceptance of the offer, or the period within which the entrepreneur guarantees the price;
- the amount of the tariff for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
- whether the agreement is archived after its conclusion, and if so how it can be consulted by the consumer;
- the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;
- any other languages in which, in addition to Dutch, the agreement can be concluded;
- 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
- Optional: available sizes, colours, type of materials.

Article 5 – The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfilment of the conditions set therein.

2. If the consumer has accepted the offer electronically, the entrepreneur immediately confirms 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.

3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

4. The entrepreneur can - within legal frameworks - inform himself 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 motivated or to attach special conditions to the execution.

5. 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 data carrier:

- a. the visiting address of the establishment 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. the information about guarantees and existing after-sales service;
- d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;

6. Each agreement is entered into under the suspensive conditions of sufficient availability of the products in question.

Article 6 – Right of withdrawal (upon delivery of products)

1. When purchasing products, the consumer has the option to dissolve the agreement without giving reasons for 30 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.

2. During the cooling-off 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 exercises his right of withdrawal, he will return 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 make use of his right of withdrawal, he is obliged to make this known to the entrepreneur within 30 days after receipt of the product. The consumer must make this known by means of the standard form. After the consumer has made it known that he wants 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 in time, for example by means of proof of shipment.

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

Article 7 – Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, the costs of return will be borne by him at most.

2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after withdrawal. The condition is that the product has already been received back by the webshop owner 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 expressly gives permission for another payment method.

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

4. The consumer cannot be held liable for depreciation of the product if the entrepreneur has not provided all legally required information about the right of withdrawal, this must be done before the conclusion of the purchase agreement.

Article 8 – Exclusion of the right of withdrawal

1. 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.

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

- a. that have been established by the entrepreneur in accordance with the consumer's specifications;
- b. which are clearly personal in nature;
- c. which, by their nature, cannot be returned;
- d. that can spoil or age quickly;

- e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;
- f. for individual newspapers and magazines;
- g. for audio and video recordings and computer software of which the consumer has broken the seal;
- h. for hygienic products of which the consumer has broken the seal.

Article 9 – The price

1. During the period of validity stated in the offer, the prices of the products offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This commitment to fluctuations and the fact that any prices stated are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. which are the result of statutory regulations or provisions; or
 - b. the consumer has the right to terminate the contract with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.
6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In the event of printing and typesetting errors, the entrepreneur is not obliged to deliver the product according to the incorrect price.

Article 10 – Conformity and guarantee

1. The entrepreneur guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. 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.
3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in new condition.
4. The warranty period of the entrepreneur 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.
5. The guarantee 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 conditions 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 set or will make with regard to the nature or quality of the materials used.

Article 11 – Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but no later than within 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order cannot be executed or can only be partially executed, the consumer will receive notice of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any aforementioned periods. Exceeding a term does not entitle the consumer to compensation.
5. In the event 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.
6. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement article available. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement item is being delivered. In the case of replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment are for the account of the entrepreneur.
7. The risk of damage and / or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a pre-designated representative made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 – Payment

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the cooling-off period as referred to in Article 6 paragraph 1.
2. The consumer has the duty to report inaccuracies in provided or stated payment details to the entrepreneur without delay.
3. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 13 – Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within 7 days, after the consumer has discovered the defects.
3. 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 respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved by mutual agreement, a dispute arises that is susceptible to the dispute settlement.
5. In the event of complaints, a consumer must first turn to the entrepreneur. It is also possible to register complaints via the European ODR platform (<http://ec.europa.eu/odr>).
6. A complaint does not suspend the obligations of the entrepreneur, unless the entrepreneur indicates otherwise in

writing.

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

Article 14 - Disputes

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

Article 15 - Additional or deviating provisions

Additional or deviating provisions 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 carrier.