

Terms and Conditions - v2

jdsbeardoil

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Terms and Conditions

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Article 1 - Definitions

In these conditions:

1. Reflection period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of profession or business and enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Transaction Duration: a distance contract relating to a series of products and / or services, the supply and / or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or trader to store information that is addressed to him personally in a way that makes future consultation and unaltered reproduction of the stored information possible.
6. Right of withdrawal: the possibility for the consumer to withdraw from the distance contract within the cooling-off period;
7. 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.
8. Entrepreneur: the natural or legal person that offers products and / or services to consumers at a distance;
9. Distance contract: an agreement whereby, within the framework of a system organized by the entrepreneur for distance selling of products and / or services, up to and including the conclusion of the agreement only one or more communication techniques are used. distance;
10. Technique for distance communication: means that can be used for concluding an agreement, without the consumer and trader being in the same room at the same time.
11. General Terms and Conditions: these General Terms and Conditions of the entrepreneur.

Article 2 - Identity of the entrepreneur

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Oud gastel

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Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract and orders between entrepreneur and 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 as soon as possible at the request of the consumer.

3. If the distance contract is concluded electronically, by way of derogation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available electronically to the consumer in such a way that the consumers can be easily stored on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted 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 shall apply mutatis mutandis and the consumer may in the event of conflicting general terms and conditions always invoke the applicable provision that most favorable.
5. If one or more provisions in these general terms and conditions at any time in whole or in part are null and void or destroyed, then the agreement and these conditions remain valid and the stipulation concerned will be replaced by a stipulation that the scope of the original approached 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. Lack of clarity about the explanation or content of one or more provisions of our terms and conditions, should be explained 'in the spirit' of these general conditions.

Article 4 - The offer

1. If an offer is of limited duration or 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 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 images, these are a true reflection of the offered products and / or services. Obvious mistakes or errors in the offer do not bind the entrepreneur.
4. All images, specifications and data in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.
5. Images for products are a true reflection of the products offered. Entrepreneur can not 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 rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - the price including taxes;
 - the possible costs of shipping;
 - the way in which the contract will be concluded and which actions are necessary for this;
 - whether or not the right of withdrawal applies;
 - the method of payment, delivery and execution of the agreement;
 - the period for accepting the offer or the period within which the entrepreneur guarantees the price;
 - the level 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 tariff for the means of communication used; whether the agreement is archived after the conclusion and, if so, how it can be consulted by the consumer;
 - the way in which the consumer, prior to the conclusion of the contract, can check the data provided by him under the contract and repair it if necessary;
 - any other languages in which, in addition to Dutch, the contract can be concluded;
 - the codes of conduct to which the trader is subject 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 an extended transaction.

Article 5 - The contract

1. Subject to the provisions of paragraph 4, the agreement is concluded at the moment of acceptance by the consumer of the offer and the fulfillment of the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronically the receipt of the acceptance of the offer. 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 he will ensure a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform 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 the entrepreneur based on this investigation 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. With the product or service the entrepreneur will send 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:
 - a. the visiting address of the business location of the trader where the consumer can go with 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. the 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 before 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.
6. In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.
7. Each agreement is entered into under the suspensive conditions of sufficient availability of the products concerned.

Article 6 - Right of withdrawal

When delivering products:

1. When purchasing products, the consumer has the option to terminate the contract without giving any reason within 14 days. This cooling-off period commences on the day following receipt of the product by the consumer or a representative appointed in advance by the consumer and made known to the entrepreneur.
2. During the reflection period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that is 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 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 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 in time, for example by means of proof of shipment.
4. If the customer has not made it known that he wishes to make use of his right of withdrawal or withdrawal after the expiry of the terms mentioned in paragraphs 2 and 3. the product has not been returned to the entrepreneur, the sale is a fact.

When delivering services:

5. When providing services, the consumer has the option to dissolve the agreement without giving any reason for at least 14 days, starting on the day of entering into the agreement.
6. In order to make use of his right of withdrawal, the consumer will focus on the reasonable and clear instructions provided by the entrepreneur with the offer and / or at the latest on delivery.

Article 7 - Costs in case of withdrawal

1. If the consumer exercises his right of withdrawal, the costs of returning the goods are at the 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 cancellation. However, the condition is that the product has already been received back by the merchant or conclusive proof of complete return can be submitted.

Article 8 - Exclusion of right of withdrawal

1. The entrepreneur can exclude the right of withdrawal of the consumer for products as described in paragraph 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated 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 created by the entrepreneur in accordance with the specifications of the consumer;
 - b. that are clearly personal in nature;
 - c. which can not be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. the price of which 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 consumer has broken the seal.
 - h. for hygienic products of which the consumer has broken the seal.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. regarding accommodation, transport, restaurant or leisure activities to be performed on a certain date or during a certain period;
 - b. the delivery of which commenced with the express consent of the consumer before the reflection period has expired;
 - c. regarding betting and lotteries.

Article 9 - The price

1. During the period mentioned in the offer, the prices of the offered products and / or services will not be increased, except for price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur has no influence, with variable prices. This link to

fluctuations and the fact that any mentioned prices are target prices are mentioned in the offer.

3. Price increases within 3 months after the conclusion of the contract are only permitted if they are the result of statutory regulations or provisions.

4. Price increases from 3 months after the conclusion of the contract are only allowed if the entrepreneur has stipulated this and:

a. they are the result of statutory regulations or stipulations; or

b. the consumer has the authority to terminate the agreement with effect from the day on which the price increase takes effect.

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

6. All prices are subject to printing and typing errors. No liability is accepted for the consequences of printing and typing errors. In the case of printing and typing errors, the entrepreneur is not obliged to deliver the product at the wrong price.

Article 10 - Conformity and Guarantee

1. The entrepreneur warrants 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 legal rights existing on the date of the conclusion of the agreement. provisions and / or government regulations. 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 under the contract.

3. Any defects or incorrectly delivered products must be reported to the entrepreneur in writing within 7 days of delivery. Return of the products must be in the original packaging and in new condition.

4. The warranty period of the entrepreneur corresponds with the manufacturer's guarantee 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 the delivered products himself and / or processed or has third parties repaired and / or processed;

The delivered products are exposed to abnormal conditions or otherwise careless handling or contrary to the instructions of the entrepreneur and / or the packaging are treated;

The inadequacy wholly or partially is the result of regulations that the government has made or will make regarding the nature or the quality of the materials used.

Article 11 - Delivery and execution

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

2. The place of delivery is the address that the consumer has made known to the company.

3. With due observance of what has been stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously but no later than 30 days, unless the consumer has agreed to a longer delivery period. If the delivery is delayed, or if an order can not or only partially be executed, the consumer will receive notification no later than 30 days after he has placed the order. In that case, the consumer has the right to terminate the contract without penalty and the right to any compensation.

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

5. If delivery of an ordered product proves to be impossible, the entrepreneur will endeavor to make a replacement article available. At the latest at the time of delivery, it will be stated in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of any return shipment are at the expense of the entrepreneur.

6. 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 and made representative to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation and extension

Cancellation

1. The consumer can terminate an agreement that has been concluded for an indefinite period and which extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.

2. The consumer can terminate an agreement that has been concluded for a definite period and which extends to the regular delivery of products (including electricity) or services, at any time by the end of the fixed term, with due observance of the agreed cancellation rules and a notice period. up to one month.

3. The consumer may conclude the agreements referred to in the previous paragraphs: cancel at any time and not be limited to termination at a specific time or in a given period; at least cancel in the same way as they were entered into by him; always cancel with the same notice period as the entrepreneur has stipulated for himself.

Extension

4. A contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.

5. Notwithstanding the previous paragraph, a contract that has been entered into for a definite period and which extends to the regular delivery of daily news- and weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer has renewed this extension. agreement by the end of the extension can terminate with a notice period of no more than one month.

6. A contract that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the consumer can cancel at any time with a notice period of no more than one month and a notice period of a maximum of three months in case the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. A contract of limited duration to the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory 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 cancel before the end of the agreed term. to resist.

Article 13 - Payment

1. Unless agreed otherwise, the amounts owed by the consumer must be paid within 7 working days after the cooling-off period as referred to in article 6 paragraph 1 commences. In the event of an agreement to provide a service, it shall period after the consumer has received confirmation of the agreement.

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 default by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer beforehand.

Article 14 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply. Even if the consumer lives abroad.

2. The Vienna Sales Convention does not apply.

Article 15 - Additional or deviating provisions

Additional provisions or deviating from these 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.

Article 16 - Geodiscrimination

All countries that can be chosen in the shipping options will actually be able to place and pay for an order. And the order (s) received after an X number of days (depending on the shipping lot and the shipping duration).

We do not discriminate. If your country is between the shipping options then we will always ensure that you can place an order.