

Terms and Conditions - v3

Annet Weelink Design

06-04-2017

Terms & Conditions Annet Weelink Design

Article 1 General

- 1.1 Annet Weelink Design is registered in the Trade Register under number 64896714 and is located in Amsterdam.
- 1.2 All offers, orders and agreements of Annet Weelink Design these terms and conditions apply.
- 1.3 By placing an order you acknowledge that you agree to the terms & conditions. Annet Weelink Design reserves the right for its delivery and / or conditions after the expiry of the term.
- 1.4 The provisions in these conditions can be waived only if expressly agreed in writing and in which case remain in force the remaining provisions of these terms and conditions.

Article 2 Delivery and Returns

- 2.1 Delivery takes place while stocks last.
- 2.2 Delivery will take place within 2 to 8 days. Unless otherwise indicated on the website. If the delivery up to 8 days will not be met, the customer will receive an email from Annet Weelink Design with the new delivery date. In that case, the customer has the right to cancel the contract with Annet Weelink Design by writing (via letter or email) to notify Annet Weelink Design.
- 2.3 All terms on the website are indicative. At the time limits may therefore not legally binding.
- 2.4. Payments made by the customer will be returned to the bank or the customer's bank account when the customer wants to terminate the order.
- 2.5. After the customer his / her order has been received, the customer has the right, within fourteendays after the receipt of this article, to terminate the agreement with Annet Weelink Design. The customer does not have to give a reason.
- 2.6. If the customer wishes to terminate the agreement under Article 2.5 of these Terms and Conditions, the customer must return the product in the original packaging, after consultation with Annet Weelink Design. Return it to the address set by Annet Weelink Design.
- 2.7. If the customer has made payments when the customer withdraws from the contract with Annet Weelink Design. Annet Weelink Design will return these payments within fourteen days after Annet Weelink Design has received the returned product.
- 2.8. Annet Weelink Design reserves the right to refuse returned items or to refund only a portion of the amount already paid, if it is suspected that the product has been opened, used or by the fault of the customer (other than those of Annet Weelink Design or the supplier of the article).
- 2.9. If an item is returned that has sustained the judgment of Annet Weelink damage due to an act or omission of the customer or otherwise at risk of the customer, Annet Weelink will inform the customer in writing (via letter or e-mail) inform. Annet Weelink has the right to keep the depreciation of the product as a result of this damage from the customer to repay the amount.

Article 3 Shipping and payment

- 3.1. All prices on the website are listed in Euros and include statutory value added tax (VAT).
- 3.2 Prices will not be increased within the duration of the offer, unless legal action is necessary or if the manufacturer increases the price.
- 3.3 All prices on the website are subject to misprints. For the consequences of misprints no liability is accepted.
- 3.4 Orders will be shipped after payment. Payment can be made via Ideal, PayPal, creditcard or bank transfer.
- 3.5 Upon receipt of the payment will be sent an order within 2-8 business days. Exception to this is any holiday, this will be stated on the website.
- 3.6 All orders are shipped via Post NL or DHL, for parcels you will receive a track & trace code.

Article 4 Privacy

- 4.1 If you place an order at Annet Weelink Design, your data will be included in the customer base of Annet Weelink Design. Annet Weelink Design adheres to the Data Protection Act and will not provide your information to third parties.
- 4.2 Annet Weelink Design respects the privacy of the users of the website and ensures confidentiality of your personal information.
- 4.3 Annet Weelink Design uses a mailing list. Each mailing includes instructions to remove yourself from this list.
- 4.4. Personal data provided by the customer will be included in a file. These data will be used for the execution of the customer's order. These data will not be provided to third parties.
- 4.5. Unless the customer has indicated that customers do not appreciate it, the customer data will be entered in a central file of Annet Weelink Design. This data will be used to keep the customer up to date on the products and services of Annet Weelink Design. The processing of customer data will occur in accordance with applicable laws and regulations.
- 4.6. The client can optionally obtain access to the data recorded by Annet Weelink Design on the person of the customer file of Annet Weelink Design. The customer is entitled to require modification of the data if this information is not correct.

Article 5 Guarantees

- 5.1 Annet Weelink Design guarantees that the delivered products meet the agreement and meet the specifications listed in the offer, and therefore is responsible for the manufacturer of the product delivered to you.
- 5.2 The warranty Annet Weelink Design corresponds to the manufacturer's warranty period. This guarantee does not apply if the

defect is due to 1. carelessness, or 2. deliberate damaging, or 3. distraction.

Article 6 Tenders

6.1. Quotations are free unless otherwise stated in the offer.

6.2 Upon acceptance of an offer by the customer, Annet Weelink Design reserves the right to terminate the offer within 3 working days of receipt.

6.3 Verbal agreements are not valid, only after they have been explicitly confirmed in writing.

Article 7 Agreement

7.1. An agreement between Annet Weelink Design and a customer comes into being after an order or instruction by Annet Weelink feasibility is assessed.

7.2 Annet Weelink Design reserves the right, without giving any reason not to accept orders or contracts or only to accept the condition that the shipment takes place after payment in advance.

Article 8 Images and specifications

8.1 All images; photographs, drawings, etc. and (technical) specifications; eg data concerning weight, dimensions, colors, etc. on the website of Annet Weelink Design are only approximate, are indicative and may not lead to damages or rescission of the contract.

Article 9 Force majeure

9.1. Annet Weelink Design is not liable if and when she can not be fulfilled due to force majeure.

9.2. Force majeure means any strange reason, and any circumstance, which she can not reasonably be held responsible for her. Delay or failure by our suppliers, transport problems, strikes, government measures, supply delay, negligence by suppliers and / or manufacturers of Annet Weelink Design. Ss well as from individuals, disease, defects in appliance or shipment tools count explicitly as force majeure.

9.3. Annet Weelink Design reserves the right, in case of force majeure, to suspend the right to its obligations and is also entitled to terminate the contract in whole or in part, or to claim that the content of the agreement is amended so as execution remains possible. Under no circumstances Annet Weelink Design is obliged to pay any penalty or damages.

Article 10 Communication

10.1 Annet Weelink Design is in no way responsible for misunderstandings, damages, delays or clear orders and messages resulting from the use of internet or any other means of communication between the customer and Annet Weelink Design or between Annet Weelink Design and others, as it relates to the relationship between the customer and Annet Weelink Design.

Article 11 Complaints

11.1. All complaints concerning delivery, quality, condition of the article or any other complaint will be taken seriously by Annet Weelink Design.

11.2. The customer must make a complaint in writing to Annet Weelink Design (letter or email).

11.3. Annet Weelink Design shall, within seven days, try to resolve the complaint. Annet Weelink will inform the customer in writing (via letter or e-mail).

Article 12 Intellectual and industrial property

12.1. The customer must respect all intellectual and industrial property rights that respect the whole and products delivered by Annet Weelink Design.

12.2. Annet Weelink Design does not guarantee that will be delivered to the customer do not infringe any intellectual and / or industrial property rights of third parties and accepts no liability in case of any third parties based on the fact that an infringement case delivered by Annet Weelink Design upon any rights of a third party.

Article 13 Miscellaneous

13.1 If the customer enters a shipping address, Annet Weelink Design is entitled to send all orders to this address until the client has a new address.

13.2. Annet Weelink Design is competent in the execution of the order (s) of the customer to make use of third parties.

Article 14 Applicable law and disputes

14.1. All offers, orders and agreements of Annet Weelink Design are valid under the Dutch law.

14.2 Disputes arising from an agreement between Annet Weelink Design and customer, which can not be solved by mutual agreement, will be submitted exclusively to the competent court in the District of Amsterdam.