

Terms and Conditions - v2

Luckybastardshop.com

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Terms and Conditions - Luckybastardshop.com

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Article 1 - Definitions

These terms and conditions include:

1. Additional Agreement: An agreement whereby the consumer acquires products, digital content and / or services in connection with a remote agreement and these business, digital content and / or services are provided by the entrepreneur or by a third party based on a Agreement between the third and the entrepreneur;
2. Prayer period: The term within which consumers can make use of their right of withdrawal;
3. Consumer: The natural person who does not trade for purposes related to his commercial, business, craft or professional activity;
4. Day: calendar day;
5. Digital content: data produced and delivered in digital form;
6. Duration agreement: an agreement that provides for the regular supply of goods, services and / or digital content for a certain period of time;
7. Sustainable data carrier: any tool - including e-mail - that allows the consumer or entrepreneur to store information directed to him personally in a manner that allows future consultation or use over a period of time tailored to The purpose for which the information is intended and allows for unmodified reproduction of the stored information;
8. Right of withdrawal: The ability of the consumer to refrain from the distance agreement within the conceivable period;
9. Entrepreneur: The natural or legal person who offers products, (access to) digital content and / or remote services to consumers;
10. Remote Agreement: An agreement concluded between the entrepreneur and the consumer within the framework of an organized remote marketing system, digital content and / or services, which, until the conclusion of the agreement, is exclusively or jointly Use is made of one or more remote communication techniques;
11. Model form for revocation: the European Model Form for Revocation set out in Annex I to these Terms. Annex I need not be made available if the consumer has no right of withdrawal in respect of his order;
12. Remote communication technology: means that can be used to conclude an agreement without the need for consumers and entrepreneurs to be in the same space simultaneously.

Article 2 - Identity of the entrepreneur

Www.luckybastardshop.com, Rising Sun B.V.
Zoutmanstraat 29, 2518 GL, The Hague;

E-mail address: info@luckybastardshop.com
Chamber of Commerce: 27300056
VAT Identification Number: NL817887635B01

If the activity of the entrepreneur is subject to a relevant licensing system: the
Data on the supervisory authority.

If the entrepreneur exercises a regulated profession:

- the professional association or organization in which he is affiliated;
- the job title, place in the EU or European Economic Area where it has been granted;

- a reference to the professional rules applicable in the Netherlands and indications where and how these professional rules are accessible.

Article 3 - Applicability

1. These terms and conditions apply to any offer of the entrepreneur and to any agreement reached between the entrepreneur and the consumer.
2. Before the remote agreement is concluded, the text of these terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will, prior to the conclusion of the agreement, indicate the manner in which the terms and conditions of the entrepreneur can be seen and that they will be sent free of charge at the request of the consumer as soon as possible.
3. If the remote agreement is concluded electronically, by way of derogation from the preceding paragraph and before the distance contract is concluded, the text of these terms and conditions may be made available electronically to the consumer in such a way that the Consumers can easily be stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, the terms of the general terms and conditions will be notified electronically and that they will be sent free of charge electronically or otherwise by the consumer.
4. In the event that, in addition to these general terms and conditions, specific product or service terms apply, the second and third paragraphs apply mutatis mutandis and, in the event of contradictory terms, the consumer may always rely on the applicable provision which is the most appropriate for him Is favorable.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and / or services offered. The description is sufficiently detailed to allow a good assessment of the offer by the consumer. If the entrepreneur uses images, they are a true and fair view of the offered products, services and / or digital content. Apparent mistakes or manifest errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what the rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the agreement shall be concluded at the time of acceptance by the consumer of the offer and compliance with the conditions attached thereto.
2. If the consumer has accepted the offer by electronic means, the entrepreneur immediately confirms receipt of acceptance of the offer by electronic means. As long as the acceptance of this acceptance has not been confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is established electronically, the entrepreneur finds appropriate technical and organizational measures to ensure the electronic transmission of data and ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate safety measures.
4. The entrepreneur may, within legal frameworks, inform whether the consumer is able to meet his payment obligations, as well as all the facts and factors that are relevant for the accountability of the remote agreement. If, on the basis of this investigation, the entrepreneur has good grounds for not entering into the agreement, he is entitled to refuse an order or application or to impose special conditions on the execution.
5. The entrepreneur shall forward the following information, in writing or in such a way as to be accessible by the consumer in an accessible manner to a durable data carrier, at the latest upon delivery of the product, service or digital content to the consumer:
 - A. The visiting address of the business owner's location where the consumer is entitled to complaints;
 - B. The conditions under which and the manner in which the consumer may use the right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
 - C. The information about guarantees and existing post-purchase service;
 - D. The price including all taxes on the product, service or digital content; Where applicable the cost of delivery; And the manner of payment, delivery or performance of the remote agreement;
 - e. The terms of termination of the agreement if the agreement has a duration of more than one year or indefinite duration;
 - F. If the consumer has a right of withdrawal, the model form for revocation.
6. In the case of an overdraft transaction, the provision in the previous paragraph applies only to the first delivery.

Article 6 - Right of withdrawal

For products:

1. The consumer may dissolve a contract relating to the purchase of a product for a period of at least 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but do not oblige them to state their reasons.
2. The reflection period referred to in paragraph 1 shall commence on the day after the consumer, or a third party designated by the consumer, who is not the carrier, received the product, or:
 - A. If the consumer has ordered multiple products in the same order: the date on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, if he has informed the consumer clearly in advance of the ordering process, refuse an order of multiple products with a different delivery time.
 - B. If the delivery of a product consists of different consignments or parts: the date on which the consumer, or a third party

designated by him, received the last consignment or the last item;

C. For regular delivery of products for a certain period of time: the date on which the consumer, or a third party designated by him, received the first product.

For services and digital content not provided on a material carrier:

3. The consumer may dissolve a service agreement and a non-material delivery agreement for a minimum of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but do not oblige them to state their reasons.

4. The period referred to in paragraph 3 shall enter into the day following the conclusion of the agreement.

Extended length of time for products, services and digital content not provided on a material basis by non-disclosure of withdrawal rights:

5. If the entrepreneur has not provided the consumer with statutory information on the right of withdrawal or the model for revocation, the period of refusal shall expire twelve months after the end of the original period of consideration determined in accordance with the previous paragraphs of this Article.

6. If the entrepreneur has provided the consumer with the information referred to in the preceding paragraph within twelve months after the date of commencement of the original appraisal period, the period of notice shall expire 14 days after the date on which the consumer has received that information.

Article 7 - Obligations of the consumer during the appraisal period

1. During the bedtime, the consumer will carefully handle the product and the packaging. He will only extract or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer can only handle and inspect the product as he should do in a store.

2. The consumer is solely responsible for impairment of the product resulting from a way of dealing with the product beyond that permitted in paragraph 1.

3. The consumer is not liable for impairment of the product if the entrepreneur has not provided him with all statutory mandatory information on the right of withdrawal before or upon the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and the costs thereof

1. If the consumer makes use of his right of withdrawal, he will report this within the term of office by means of the model form for revocation or otherwise unambiguously to the entrepreneur.

2. As soon as possible, but within 14 days of the day following the notification referred to in paragraph 1, the consumer shall return the product, or hand it over to (an authorized representative) of the entrepreneur. This does not have to be taken if the entrepreneur has offered the product itself. In any case, the consumer has complied with the return period when he returns the product before the time has expired.

3. The consumer will ship the product back with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

4. The risk and burden of proof for the right and timely exercise of the right of withdrawal lies with the consumer.

5. The consumer shall bear the direct cost of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur decides to bear the costs himself, the consumer does not have to bear the cost of returning.

6. If the consumer revokes after having first explicitly requested that the service or supply of gas, water or electricity not ready for sale be limited or a certain amount commences during the contemplation period, the consumer is the An entrepreneur owed an amount proportional to that part of the undertaking's commitment by the entrepreneur at the time of revocation compared with full compliance with the commitment.

7. The consumer shall not incur any costs for the provision of services or the supply of water, gas or electricity which are not ready for sale in a limited volume or quantity or to supply district heating if:

A. The entrepreneur has not provided the consumer with statutory information on the right of withdrawal, the cost reimbursement or the revocation model form, or;

B. The consumer has not explicitly requested the commencement of the service or gas, water, electricity or district heating service during bedtime.

8. The consumer shall not bear any costs for the full or partial delivery of non-material digital content provided that:

A. He has not expressly agreed to commence compliance with the agreement before the end of the period of notice before delivery.

B. He has not recognized his loss of right of withdrawal in granting his consent; or

C. The entrepreneur has failed to confirm this consumer statement.

9. If the consumer makes use of his right of withdrawal, all additional agreements are terminated by law.

Article 9 - Obligations of the Entrepreneur upon revocation

1. If the trader electronically makes a notification of consumer revocation, he will send a receipt of receipt immediately upon receipt of this notification.

2. The entrepreneur shall reimburse all payments made by the consumer, including any delivery costs incurred by the entrepreneur for the returned product, without delay but within 14 days after the consumer's notification of the withdrawal.

Unless the entrepreneur offers the product itself, he may wait for repayment until he has received the product or demonstrates to the consumer that he has returned the product, whichever is earlier.

3. The entrepreneur uses the same means of payment used by the consumer for repayment unless the consumer agrees with another method. The refund is free for the consumer.

4. If the consumer has chosen a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to pay back the additional cost for the more expensive method.

Article 10 - Exclusion of right of withdrawal

The entrepreneur may exclude the following products and services from the right of withdrawal, but only if the entrepreneur clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products or services whose price is subject to fluctuations in the financial market on which the entrepreneur has no influence and which may occur within the period of withdrawal;

2. Agreements that are closed during a public auction. Public auction means a sales method whereby products, digital content and / or services are offered by the entrepreneur to the consumer who is personally present or able to be personally present at the auction under the guidance of an auctioneer and in which the Successful bidder is obliged to take down the products, digital content and / or services;

3. Services, after full service, but only if:

A. The implementation has begun with explicit prior consent of the consumer; and

B. The consumer has declared that he loses his right of withdrawal once the entrepreneur has completed the agreement;

4. Package travel as referred to in Article 7: 500 BW and passenger transport contracts;

5. Services for the provision of accommodation, if provided for in the agreement, a certain date or period of implementation and other than for residential purposes, freight transport, car rental services and catering;

6. Agreements relating to leisure activities, provided for in the agreement, a certain date or period of implementation thereof;

7. Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a particular person;

8. Spoilage products or limited shelf life;

9. Sealed products which, for reasons of health or hygiene, are not suitable to be returned and whose seal has been discontinued after delivery;

10. Products which, by their nature, are irrevocably mixed with other products;

11. Alcoholic beverages whose price has been agreed upon at the conclusion of the contract but whose delivery can only take place after 30 days and whose actual value depends on fluctuations in the market where the entrepreneur has no influence;

12. Sealed audio, video and computer software, the seal of which has been discontinued after delivery;

13. Newspapers, magazines or magazines, with the exception of subscriptions to this;

14. The delivery of digital content other than a material carrier, but only if:

A. The implementation has begun with explicit prior consent of the consumer; and

B. The consumer has declared that he is losing his right of withdrawal.

Article 11 - The price

1. During the period of validity of the offer, the prices of the products and / or services offered will not be increased, subject to price changes due to changes in VAT rates.

2. By way of derogation from the previous paragraph, the entrepreneur may offer products or services whose prices are subject to fluctuations in the financial market and where the entrepreneur is not affected by variable prices. This range of fluctuations and the fact that any prices quoted are target prices are stated in the offer.

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

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

A. These are due to statutory regulations or provisions; or

B. The consumer has the power to cancel the agreement as of the date of the price increase.

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

Article 12 - Compliance agreement and additional warranty

1. The entrepreneur ensures that the products and / or services comply with the agreement, the specifications specified, the reasonable requirements of validity and / or usability and the statutory date of the agreement. Provisions and / or government regulations. If agreed, the entrepreneur also ensures that the product is suitable for other than normal use.

2. A supplementary guarantee provided by the entrepreneur, its supplier, manufacturer or importer never limits the legal rights and claims that the consumer can make against the entrepreneur under the agreement if the entrepreneur is flawed in compliance with his part of the agreement.

3. Additional Warranty is understood to mean any commitment of the entrepreneur, its supplier, importer or producer in which it grants to the consumer certain rights or claims that go beyond what is legally required to him in the event of failure to comply with his part of the agreement.

Article 13 - Delivery and execution

1. The entrepreneur shall take the utmost care with regard to the receipt and execution of orders for products and in assessing

applications for the provision of services.

2. The place of delivery is the address which the consumer has notified to the entrepreneur.

3. Subject to what is stated in article 4 of these terms and conditions, the vendor will carry out accepted orders at an expedited rate, but no later than 30 days, unless another delivery period has been agreed. If delivery is delayed, or if an order can not be executed or only partially, the consumer will receive a notice of this within 30 days after placing the order. In that case, the consumer has the right to dissolve the agreement at no cost and the right to any damages.

4. After dissolution in accordance with the previous paragraph, the entrepreneur will repay the amount paid by the consumer without delay.

5. The risk of damage and / or loss of products rests with the entrepreneur until the time of delivery to the consumer or a pre-designated and representative to the entrepreneur, unless explicitly agreed otherwise.

Article 14 - Duration transactions: duration, termination and extension

Termination:

1. The consumer may at any time terminate an agreement for an indefinite period which includes the provision of scheduled products (including electricity) or services in accordance with agreed notice rules and a notice period of no more than one month.

2. Consumers may terminate a fixed-term agreement which aims at the scheduled delivery of products (including electricity) or services, at any time by the end of the specified period, in accordance with agreed notice of cancellation and a notice period Of no more than one month.

3. The consumer may conclude the agreements mentioned in the previous paragraphs:

- terminate at all times and not be restricted to termination at a particular time or in a specified period;
- at least terminate in the same manner as they have been entered into by him;
- Always terminate with the same notice period as the entrepreneur has undertaken for himself.

Extension:

4. A fixed-term contract, which involves the regular delivery of products (including electricity) or services, may not be tacitly renewed or renewed for a certain period of time.

5. By way of derogation from the previous paragraph, a fixed-term contract which is intended to provide regular delivery of daily newspapers and magazines and magazines may be tacitly extended for a period of up to three months if the consumer extends this Terminate the agreement by the end of the renewal with a notice period of no more than one month.

6. An agreement entered into for a limited period of time, which provides for the regular delivery of products or services may only be extended for an indefinite period if the consumer can terminate at any time with a notice period of no more than one month. The notice period is no more than three months in the event of the agreement being arranged but less than once a month, delivery of daily, news and weekly newspapers and magazines.

7. A contract of limited duration until the scheduled delivery of daily, news and weekly newspapers and magazines (trial or acquaintance subscription) is not tacitly continued and ends automatically after the trial or acquisition period.

Expensive:

8. If an agreement has a duration of more than one year, after one year, the consumer may terminate the agreement at any time with a notice period of no more than one month unless reasonableness and fairness are terminated before the end of the agreed duration Resisting.

Article 15 - Payment

1. Unless otherwise stipulated in the agreement or additional terms, the amounts owed by the consumer must be paid within 14 days of the commencement of the notice, or in the absence of a notice within 14 days of closing the agreement. In the case of an agreement to provide a service, this term will commence on the day after the consumer has received the confirmation of the agreement.

2. In the case of consumer products, the consumer may never be required to pay more than 50% in terms of terms and conditions. When prepayment is made, the consumer can not make any right regarding the execution of the order or service (s) concerned before the prepaid payment has taken place.

3. The consumer is obliged to notify the entrepreneur without delay of any incorrect or reported payment information.

4. If the consumer fails to meet his payment obligation (s) in good time, after having been informed by the entrepreneur of late payment and the entrepreneur has given the consumer a 14-day deadline to meet his payment obligations, After the failure to pay within this 14-day period, the statutory interest is due on the amount owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of 15% on outstanding amounts to € 2,500, =; 10% over the next € 2,500, = and 5% over the next € 5,000, = with a minimum of € 40, =. The entrepreneur may deviate from the amounts and percentages for the benefit of the consumer.

Article 16 - Complaints

1. The entrepreneur has a well-known complaints procedure and deals with the complaint in accordance with this complaint procedure.

2. Complaints about the performance of the agreement must be submitted fully and clearly to the entrepreneur within a reasonable time after the consumer has identified the defects.

3. Complaints submitted to the entrepreneur shall be answered within 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 notice of receipt and an indication when the consumer can expect a more comprehensive response.

4. The consumer must give the entrepreneur at least 4 weeks to resolve the complaint by mutual agreement. After this period a dispute arises that is susceptible to the dispute settlement.

Article 17 - Disputes

1. Under agreements between the entrepreneur and the consumer to which these terms and conditions relate, only Dutch law applies.

Article 18 - Additional or derogatory provisions

Additional or different provisions from these terms and conditions may not be to the detriment of the consumer and must be written in writing or in such a way that they can be stored by the consumer in an accessible manner on a sustainable data carrier.