

Terms and Conditions - v4

Jantje Peper

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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 a 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 entrepreneur 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. Entrepreneur: the natural or legal person that offers products and / or services to consumers at a distance;
8. 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;
9. 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.
10. General Terms and Conditions: these General Terms and Conditions of the entrepreneur.

Article 2 - Name and data

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Article 3 - Applicability

These general terms and conditions apply to every offer of 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 electronically to the consumer in such a way that it can be easily stored by the consumer on a durable medium. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general conditions can be observed electronically and that they will be sent free of charge at the request of the consumer by electronic means or otherwise.

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 is most favorable to him. is.

If one or more provisions in these general terms and conditions are at any time wholly or partially void or destroyed, then the agreement and these conditions remain valid and the stipulation in question will be replaced by a provision that the scope of the original approached as much as possible.

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

1. If an offer has a limited period of validity or is made 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 obvious errors in the offer do not bind the entrepreneur.
4. All images, specifications and information in the offer are indicative and can not be a reason for compensation or dissolution of the agreement.
5. Images with 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 manner in which the contract will be concluded and which actions are necessary for this;
 - ◆ whether or not to apply the right of withdrawal; Returns are not possible when the lid is opened. You have 14 days to return the product undamaged. The return costs are for the account of the consumer. If a factory fault is found or there are logistical problems, this can be delayed. You are still entitled to your product and issues that fall under this will be reimbursed by the manufacturer or the transport company.
 - ◆ the method of payment; You pay via the online store by iDeal or if indicated by Paypal. Transfer by bank is a possibility after agreement.
 - ◆ the period for accepting the offer or the period within which the entrepreneur guarantees the price; When you accept the conditions, you can pay, so the company is assured that the buyer agrees with the process, conditions and rights.
 - ◆ 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 will be filed after the conclusion and, if so, how it can be consulted by the consumer; You will receive a confirmation by email when you have placed an order. After payment you will receive an invoice by email.
 - ◆ the way in which the consumer, prior to the conclusion of the agreement, can check the data provided by him in the context of the agreement and repair it if necessary; Changes in an order can be made by telephone or email. Your details, including personal details, delivery address and ordered items will be in your confirmation e-mail.
 - ◆ any other languages in which, in addition to Dutch, the contract can be concluded; After you have contacted you will receive a message if it is possible.
 - ◆ 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 is not confirmed by the entrepreneur, the consumer can terminate 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 observe 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 on the basis of 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 establishment of the entrepreneur 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; The production depends on the available seasonal raw materials. We strive to deliver your order as quickly as possible. If it is not possible to deliver the order within a period of 1 month, you can cancel the order by email. If you have canceled the order, we will refund the money within 2 weeks to the account from which the payment originates.
 - 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 termination of the agreement are 30 days.
6. 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 this 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 of receipt of the product. The consumer must make this known through the online contact 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 a proof of shipment.
4. If the customer has not made known his / her right of withdrawal or his / her right of withdrawal after expiry of the terms mentioned in paragraphs 2 and 3. the product has not been returned to the entrepreneur, the sale is a fact.

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 clearly in the offer, at least in time for the conclusion of the contract, has stated.
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. which 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.

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 stated 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 cancel 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 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 them repaired and / or processed by third parties;
- ◆ The delivered products are exposed to abnormal circumstances 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. If the delivery address of the order is incorrect and not communicated for shipment, the costs will be for the consumer.
3. With due observance of what is stated in paragraph 4 of this article, the company will execute accepted orders expeditiously but at the latest within 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 any costs. The consumer is not entitled to compensation.
4. All delivery dates are indicative. The consumer can not derive any rights from any periods mentioned. Exceeding a deadline does not entitle the consumer to compensation.
5. 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.
6. 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 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 and the entrepreneur announced representative, 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 cancel a contract 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 stipulated 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 during a certain period;
 - ◆ at least cancel in the same way as they have 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 renewed 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 with limited duration to regularly deliver familiarization to daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Expensive

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 otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the cooling-off period referred to in article 6 paragraph 1. In the event of an agreement to provide a service, this will period after the consumer has received the 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 operator, subject to legal restrictions, has the right to indicate the reasonable costs made known to the consumer in advance. rekening te brengen.

Article 14 - Complaints procedure

1. The entrepreneur has a well-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 notice of receipt and an indication when the consumer can expect a more detailed answer.

4. If the complaint can not be resolved by mutual agreement, a dispute arises that is susceptible to the dispute resolution.

5. In the event of complaints, a consumer must first turn to the entrepreneur. For complaints that can not be resolved by mutual agreement, the consumer must turn to Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. If a solution is not yet found, the consumer has the possibility to have his complaint dealt with by the independent disputes committee appointed by Stichting WebwinkelKeur, the decision of this is binding and both entrepreneur and consumer agree with this binding decision. Submitting a dispute to this disputes committee involves costs that the consumer must pay to the relevant committee. 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 trader, the trader will replace or repair the products at its option or the delivered products free of charge.

Article 15 - 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 16 - Additional or deviating provisions

Additional provisions or 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 medium.