

Terms and Conditions - v4

wagenhof-model-toys

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General Delivery Conditions Wagenhof Model-Toys!
General Terms of Delivery
(Last Updated: May 29, 2019)

Definitions and general comments

Although Wagenhof Model - Toys takes the greatest care with regard to the content, we exclude any liability with regard to the information offered in any form whatsoever, as well as with regard to direct or indirect consequences of any inaccuracies in the information offered.

Brand names, product names and images related to the range belong to the respective providers.

Terms of delivery

Article 1 Applicability

These delivery terms and conditions apply to all offers, orders and agreements of Wagenhof Model - Toys. Accepting an offer or placing an order means that the customer accepts these conditions.

Article 2 Offers and agreements

2.1 All offers from Wagenhof Model - Toys are without obligation and Wagenhof Model - Toys expressly reserves the right to withdraw offers. All offers are subject to availability. Price changes are reserved at all times.

2.2 An agreement is concluded after acceptance of the order by Wagenhof Model - Toys. This acceptance is confirmed by means of a confirmation email and binding for both parties. Wagenhof Model - Toys is entitled to refuse orders or to attach certain conditions to the delivery.

2.3 The administration of Wagenhof Model - Toys and delivery service is subject to evidence to the contrary, as proof of the orders and payments made by the customer to Wagenhof Model - Toys and of deliveries made by Wagenhof Model - Toys. Wagenhof Model - Toys recognizes that electronic communication can serve as proof. By accepting these conditions, the customer also acknowledges this.

Article 3 Prices and payment

3.1 The prices for the products and services offered are in Euro, including VAT and excluding shipping costs and any payment costs.

3.2 The payment costs will only be charged on delivery by cash on delivery and are the then applicable costs of TNT post (including VAT) per order and can be charged under "Payment afterwards" as determined by EU and local legislation.

3.3 The shipping costs are the current costs of the logistics provider used, such as TNT post (including VAT) regardless of the size of the order.

3.4 Payment can be made by "Via iDEAL", Ban contact / Mister Cash, "Transfer in advance by bank / Giro", "Cash on delivery" (cash on delivery), "pick up yourself" at Wagenhof Model - Toys and "Pay afterwards".

3.5 All other invoices must be paid by the customer without discount or compensation within 14 working days after the invoice date. If the payment term is exceeded, Wagenhof Model - Toys is also entitled to charge interest of 1% per month to the customer from the due date of the invoice, whereby part of a month is counted as a whole month. Wagenhof Model - Toys will send a reminder if the payment term is exceeded and is then entitled to charge € 10.00 administration costs. An invoice is considered to be the E-mail that the customer receives immediately after sending his order.

3.6 If, after sending the reminder, the customer has not paid, has not paid in full or not before the payment date stated in the reminder, Wagenhof Model - Toys has the right to charge its extrajudicial (collection) costs to the customer. . The customer is also obliged to pay judicial costs actually incurred.

Article 4 Orders and communication

4.1 Wagenhof Model - Toys is in no way liable for misunderstandings, damage, delays or unclear orders and communications as a result of the use of the internet or any other means of communication in traffic between the customer and Wagenhof Model - Toys, or between Wagenhof Model - Toys and third parties insofar as it relates to the relationship between the customer and Wagenhof Model - Toys. Wagenhof Model - Toys will respond to any questions or complaints within 2 working days and endeavor to solve the problems.

Article 5 Delivery and delivery time

5.1 Deliveries only take place within the Netherlands at the delivery address indicated by the customer. (Delivery outside the Netherlands only in consultation with Wagenhof Model - Toys. Delivery outside the Netherlands only after confirmation from Wagenhof Model - Toys)

5.2 The indicated delivery times are indicative. Wagenhof Model - Toys is never liable for any damage resulting from exceeding delivery times.

5.3 Products are deemed to have been delivered when the recipient has received the product according to his / her signature.

5.4. Wagenhof Model - Toys reserves the right to make partial deliveries so that an order is sent in two or more

shipments.

5.5 Wagenhof Model - Toys uses a maximum delivery period of 30 days. After this, the consumer has the right to terminate the agreement without written notice of default.

Article 6 Incorrect delivery

6.1 The customer undertakes upon delivery to check whether the delivered goods comply with the agreement. If the customer notices after receipt that the delivered item does not correspond with the order, he must contact us by e-mail to info@wagenhofmodeltoys.nl within 2 days. The customer is then asked if he / she wants a new delivery or if he / she wants to receive the money back. The customer also uses the e-mail address info@wagenhofmodeltoys.nl for other matters regarding orders and orders. Wagenhof Model - Toys responds within three working days to every complaint or incorrect delivery.

Article 7 Cancellation of order (Revocation of order)

7.1 After the customer has received the product ordered by him / her, the customer has the option to dissolve the underlying agreement with Wagenhof Model - Toys within 14 calendar days of receipt of this product. This is also known as the right of withdrawal. The customer does not have to give a reason for this and has 14 days to return the product.

7.2 If the customer wishes to terminate the agreement within this period, the customer must notify Wagenhof Model - Toys in writing (e-mail, letter or fax). After consultation with Wagenhof Model - Toys, the customer must send the product to a return address determined by Wagenhof Model - Toys. In this case, the customer must bear the costs of and the risk for shipping. The costs for the return shipment will be equal to the then applicable rate of the carrier chosen by the customer, such as Post NL.

7.3 If the customer has already made some payments at the time that the customer has revoked the agreement with Wagenhof Model - Toys pursuant to the above in article 7 of these sales conditions, Wagenhof Model - Toys will make these payments within 14 working days after Wagenhof Model - Toys has refunded the product returned by the customer to the customer. The amount to be refunded can never be more than the purchase price or the total purchase prices of the returned products.

7.4 Wagenhof Model - Toys reserves the right to refuse returned products or to credit only part of the amount already paid if it is suspected that the product has already been opened, used or damaged by the customer's fault.

7.5 Not all articles that Wagenhof Model - Toys sells can be returned: Music, films, downloads and other digital articles, as well as tailor-made and / or customer-made products, magazines and hygiene products such as cosmetics and other perishable goods cannot be returned.

7.6 If desired, the customer can use the so-called "Withdrawal Form" if he / she wishes to cancel (revoke) the order. This in accordance with the aforementioned in Article 7.5. The "Withdrawal form" can be found on the webpage "General delivery conditions / Withdrawal form"

Article 8 Force majeure

8.1 Wagenhof Model - Toys is not obliged to comply with any obligation to the customer if it is prevented from doing so as a result of a circumstance that is not due to its fault or is not for its account under the legal act or traffic law. .

Article 9 Retention of title

9.1 The ownership of the delivered goods will transfer if the customer has paid all that is owed to Wagenhof Model - Toys on the basis of any agreement. The risk related to the product passes to the customer at the time of signature for receipt. Wagenhof Model - Toys bears the risk during transport.

Article 10 Intellectual and industrial property rights

10.1 The customer must fully and unconditionally respect all intellectual and industrial property rights that rest on the goods delivered by Wagenhof Model - Toys.

10.2 Wagenhof Model - Toys does not guarantee that the goods delivered to the customer do not infringe any intellectual and / or industrial property rights of third parties and do not accept any liability in case of any claim by third parties based on the statement that with a Wagenhof Model - Toys delivered goods are infringed on any right of a third party.

10.3 The customer indemnifies Wagenhof Model - Toys against infringement of any image, brands and or other property rights of third parties on the images, texts, etc., made available by the customer, required for printing ordered products / articles.

Article 11 Liability

11.1 Wagenhof Model - Toys can only be held liable for damage that can be attributed to its intent or gross negligence up to a maximum of the invoice value.

11.2 Wagenhof Model - Toys is not liable for any damage resulting from typing errors, incorrect or unclear display of data and other shortcomings in information on the website, even if Wagenhof Model - Toys has been notified in the meantime.

Article 12 Personal data

12.1 Personal data entered by the customer will be included in a file. This data will only be used for the execution of the customer's order.

12.2 Customer data will not be sold or rented to third parties by Wagenhof Model - Toys.

Article 13 Guarantee

13.1 Wagenhof Model - Toys guarantees that the products delivered to it at the time of delivery are of the quality required for normal use of the products.

13.2 If the product shows a defect, the buyer is entitled to repair of the product. Wagenhof Model - Toys can choose to replace the product if repair encounters objections. The buyer is only entitled to replacement if repair of the product is not possible.

13.3 The warranty does not apply if damage is the result of incorrect treatment or incorrect instructions.

13.4 As a rule, the warranty period will not exceed the statutory period of two years.

Article 14 Defects and complaints

14.1 The buyer must examine the purchased products on delivery or as soon as possible afterwards. The buyer must check whether the delivered goods meet the agreement, namely:

whether the correct products have been delivered.

whether the delivered products correspond in quantity (for example the quantity and the number) to the agreed.

whether the delivered products meet the agreed quality requirements.

or if these are missing, the requirements that may be set for normal use and / or commercial purposes.

14.2 If visible defects or shortcomings are found, the buyer, Wagenhof Model - Toys must inform them in writing (possibly email) within 5 days of delivery and stating reasons.

14.3 The buyer must notify Wagenhof Model - Toys in writing and with reasons, immediately after discovery, but no later than 2 weeks after delivery.

14.4 Even if the other party lodges a complaint in time, its obligation to pay and take orders made will remain.

Products can only be returned to Wagenhof Model - Toys after prior written permission.

Article 15 Miscellaneous

15.1 If the customer notifies Wagenhof Model - Toys in writing of a delivery address, Wagenhof Model - Toys is entitled to send all orders to that address, unless the customer notifies Wagenhof Model - Toys in writing (e-mail, fax, letter) from another address to which the customer's orders must be sent.

15.2 If, for a short or longer period, tacit or otherwise tacitly permitted by Wagenhof Model - Toys, this does not affect its right to demand immediate and strict compliance with these conditions. The customer can never assert any right on the basis of the smooth application of these conditions by Wagenhof Model - Toys.

15.3 Wagenhof Model - Toys has the right to change these conditions and the content of the Wagenhof Model - Toys website at any time.

15.4 Wagenhof Model - Toys is registered under number 37066687 at the Chamber of Commerce in Utrecht.

Article 16 Applicable law and competent court

16.1 Dutch law applies to all rights, obligations, offers, orders and agreements to which these conditions apply, as well as to these conditions.

16.2 All disputes between parties will be submitted exclusively to the competent court in the Netherlands.