

Terms and Conditions - v5

archivestudio.amsterdam

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Our General Terms & Conditions were last updated on the 6th of June '18..

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This is the English translation of the Dutch version (Algemene Voorwaarden). In case of inconsistencies or disputes we always refer to the Dutch version as being leading.

1. Definitions

1. Consumer: the natural person who does not act for purposes related to his trade, business, craft or profession.
2. The company: Archive Studio Amsterdam.
3. Day: calendar day.

2. General

1. The General Terms & Conditions apply to all offers, orders and agreements of Archive Studio Amsterdam.
2. Deviating from The General Terms & Conditions can only be done with a written agreement between the consumer and Archive Studio Amsterdam. The remaining articles of this General Terms & Conditions remain in force.

3. Identity

1. Name of the company: Archive Studio Amsterdam
2. Online store: archivestudio.nl
3. Location & return address: Rembrandtlaan 38, 2172 DE Sassenheim, The Netherlands
4. Phone number: +34 636 93 49 46
5. Email address: info@archivestudio.nl
6. Chamber of Commerce: 68109539
7. VAT number: NL857306054B01

4. Pricing

1. All prices mentioned on the website are in euros and include the in The Netherlands applicable "value added tax" (VAT, BTW in Dutch).
2. Prices will not increase within the duration of an offer, unless statutory measures make this necessary or if the manufacturer applies price increases during the offer.
3. In addition, prices could be subject to typing errors. No liability is accepted for the consequences of typing errors.

5. Order placement

1. By placing an order you agree on the shipment and payment conditions of Archive Studio Amsterdam.

6. Agreement

1. An agreement between Archive Studio Amsterdam and the consumer will be established after the company has assessed the order on feasibility.
2. The company reserves the right to refuse orders without giving any reason or to accept them exclusively on the condition that the shipment is made after payment in advance.

7. Payments

1. The orders will only be shipped if the payment has been made. Paying is possible through iDEAL, PayPal, credit card or bank transfer.

8. Shipments

1. Archive Studio Amsterdam supplies the products as long as the stock lasts. The company will inform the consumer as soon as possible about shortages.
2. The orders will only be sent after payment in advance. As soon as the company has received the order confirmation and payment, the products will be shipped according to the following delivery schedule. This information can also be found on the website.

The Netherlands:

We deliver your products within 3-5 working days after receiving your order confirmation and payment. Free delivery on orders of 50€ or more and 6,50€ for orders below 50€.

Europe zone 1:

We deliver your ceramics within 3-6 working days after receiving your order confirmation and payment. Free delivery on orders of 100€ or more and 10€ for orders below 100€.

Europe zone 1 includes: Belgium, Germany, France, Italy (excl. San Marino and Vatican city), Luxembourg, Austria, Spain (excl. Canary Islands), United Kingdom (excl. Gibraltar and the Channel Islands) and Sweden.

Europe zone 2:

We deliver your ceramics within 4-7 working days after receiving your order confirmation and payment. Free delivery on orders of 150€ or more and 15€ for orders below 150€.

Europe zone 2 includes: All other European countries (excl. Russia).

World:

We deliver your ceramics within 4-15 working days after receiving your order confirmation and payment. Free delivery on orders of 200€ or more and 20€ for orders below 200€.

Extra information on shipment:

- The shipments will be executed by PostNL or DHL. For our shipments you will receive a track & trace code.
- We would like to make you aware that for shipment of products to other countries you will be responsible for possible additional costs such as VAT and import taxes.

3. All delivery schedules stated on the website and in the General Terms & Conditions are indicative. Therefore, no rights can be derived from these schedules.
4. There may be periods wherein shipments are postponed, for example during holidays. In this case the impact will be mentioned on the website.
5. The company is authorized to use third parties to execute the order(s), transporters in this case.
6. Shipments of the company will be executed by PostNL or DHL.
7. For shipments the consumer will receive a track & trace code.
8. If the consumer makes an order from another country, the consumer is liable for any applicable extra costs such as value added tax (VAT) or import duties.
9. The company is entitled to send all orders to the address as communicated by the consumer, until the consumer informs the company otherwise.

9. Returns

1. After receiving a product, the consumer has the right to terminate the agreement with the Archive Studio Amsterdam within fourteen (14) days, counting from the day that the consumer received the product.
2. The consumer does not have to indicate a reason for terminating the agreement.
3. The consumer must, after consulting the company, return the product in the original and undamaged packaging by following these steps as mentioned on the website:

Return conditions

We accept returns and exchanges of products within 14 days after the delivery provided that items are returned to us in original, unused condition. Once we received the products we will make the refund or exchange the product.

If you'd like to return your item(s), please follow the steps below:

- Register your return: Send an email to info@archivestudio.nl with your order number, a description of what items you want to return and the reason for your return (voluntarily). In case of an exchange of products, please specify clearly what item(s) you want to exchange.
- Prepare your package: Fill out the Archive Studio return form. Place the form, along with the item(s) you'd like to return back in the original packaging, including the filling materials (such as Styrofoam) and seal it securely with tape. The products have to be returned in the original condition, so please take care of preparing the shipment.
- Send it back: Select a carrier of choice and ship to the address below. We recommend you to choose a shipping

option with tracking number (track & trace). Shipping costs for returning items are borne by the consumer.

Archive Studio Amsterdam / RETURN
Rembrandtlaan 38
2172 DE Sassenheim
The Netherlands

4. It is the consumers' responsibility that the returned goods will be received undamaged by the company.
5. The company reserves the right to refuse returned products or to deduct part of the amount paid by the consumer, if it is suspected that the consumer has already used or damaged the product.
6. If a returned product is damaged and the company assesses that it is due to an action or negligence on behalf of the consumer, the company will inform the consumer in writing (through letter or e-mail).
7. The company has the right to withhold the depreciation of a product due to damage on the amount to be refunded to the consumer.
8. The responsibility and costs of the shipment for returning items are borne by the consumer.

10. Refund

1. A payment (excluding delivery costs) made by the consumer will be refunded on the consumers' bank account as soon as possible, but in any case within fourteen (14) days after Archive Studio Amsterdam has received the product(s) in original condition.

11.1 Privacy

1. Archive Studio Amsterdam respects the privacy of all users of its website and the personal information will therefore be treated confidentially.
2. We would like to be open about the data that we collect in our system. In the event that you would like to review, delete or change your personal data, please contact: info@archivestudio.nl

11.2 Privacy - online purchases and shipment

1. When you make an online purchase, you will be asked for the following information: your address, your email address and your phone number. We store this information in order to provide information about the shipment.
2. To deliver the products, Archive Studio Amsterdam shares the consumers' information with the transport company in order to complete the delivery. The transport company may only use this data for this purpose.

11.3 Privacy - newsletter

1. If the consumer wants to stay informed about new items, offers and events, the consumer can subscribe for our newsletter.
2. Archive Studio Amsterdam collects your name, address and email address. This data is required to complete the registration.
3. At the bottom of each newsletter the consumer has the possibility to unsubscribe for the newsletter, the data will then immediately be removed from the database.

12. Warranty

1. All Archive Studio Amsterdam products come with a two-year warranty on manufacturing defects.
2. All Archive Studio Amsterdam products are handmade and we inform the consumer that small imperfections can occur. Due to temperature differences in the kiln, there may be inequalities in dimensions and color.
3. In case one of the products deviate in color or size, the consumer can contact the company and under the conditions of article 9 (Returns) the consumer can ask for an exchange. The company will try to find a good alternative product.
4. The warranty does not cover aging of the product after normal use such as scratches and stains.

14. Images and product specifications

1. All photos and (technical) specifications; including data such as weights, dimensions, colors, etc. on the Archive Studio Amsterdam website (www.archivestudio.nl) are indicative and cannot be used as a reason for claims or termination of the agreement.

15. Force Majeure

1. Archive Studio Amsterdam is not liable if any commitments cannot be fulfilled due to force majeure. By force majeure is understood; transport problems, strikes, government measures, delays in supply, illness of staff, defects of transport equipment, negligence of suppliers and / or manufacturers of the company.
2. In case of force majeure, the company is entitled to dissolve the agreement in whole or in part. In no case the company is obliged to pay any fine or compensation.

16. Complains

1. All complaints related to the delivery or quality of the product or any other complaint, will be taken seriously by the Archive Studio Amsterdam.

- 2 The consumer must make a complaint known in writing, by sending a letter or email to the company.
3. The company will try to resolve the complaint within fourteen (14) days. The company will inform the consumer in writing (through letter or email).
4. The consumer must give the company at least four (4) weeks time to resolve the complaint in mutual consultation. After this period, a dispute arises that could be dealt with by dispute settlement.

17. Dispute settlement

1. Agreements between the Archive Studio Amsterdam and the consumer to which these General Terms & Conditions apply only Dutch law is applicable.