

# Terms and Conditions - v7

QURKIES

13-11-2018

Terms & conditions:

Qurkies BV

Langelaar 71

4847 EL Teteringen

BTW nr: 858541117B01

hello@qurkies.com

## Article 1 Definitions

1A QURKIES BV: Private company, Qurkies BV, with its registered office in Teteringen and registered with the Chamber of Commerce under number 71000275.

1B Client: The natural person, not acting in the exercise of a profession or business, who concludes an agreement with Qurkies BV.

1C Website of Qurkies BV can be reached via [www.qurkies.com](http://www.qurkies.com)

1D Agreement: a distance contract where the client makes a purchase through a system organized by Qurkies BV for distance selling of products at Qurkies BV and where up to and including the conclusion of the agreement only one or more techniques for communication at a distance.

1E Reflection period: A period within which the client has the option to realize the dissolution of the purchase via the right of withdrawal.

1F Right of withdrawal: The possibility for the client to return the product (s) after receipt of the ordered product (s) within the reflection period to Qurkies BV and to get the purchase value back.

## Article 2 General provisions

2A The client cannot derive any rights from the fact that Qurkies BV may apply these general terms and conditions flexibly.

2B These conditions apply to all offers and to all distance contracts from Qurkies BV that extend to the sale of products.

2C Any purchase conditions used by the client are explicitly rejected, and therefore do not apply to agreements entered into with Qurkies BV.

2D If one or more provisions in these general terms and conditions are wholly or partially void or destroyed, then the other general conditions remain fully applicable.

2E In these general terms and conditions, the word 'in writing' may also be regarded as documents produced in writing and sent by electronic means, such as but not limited to e-mail.

2F The contents of the site as well as the content of all other expressions of Qurkies BV on the Internet have been compiled with the utmost care. However, Qurkies BV cannot give any guarantees regarding the nature, correctness or content of this information. Qurkies BV is not liable for any errors or inaccuracies, or for the consequences of the use of the relevant information.

## Article 3 Offers

3A The website of Qurkies BV communicates product specifications as well as the price of the product including VAT. Any shipping costs are clearly stated on the website.

3B The products offered on the website of Qurkies BV contain as accurate and truthful description and / or image of the offered product.

3C If the descriptions and / or images described in article 3B actually turn out differently, Qurkies BV will in no way be liable for damages to the client. The client retains at all times his right of withdrawal as stipulated in article 6A.

3D Qurkies BV provides the client with information about the expected delivery time of the product, this period is only indicative.

#### Article 4 Establishment of an agreement

4A Agreements are concluded after the client has accepted an offer or quotation issued by Qurkies BV and Qurkies BV has agreed to this acceptance.

4B An agreement is also concluded if Qurkies BV starts with the delivery of products to the client.

4C If the client has accepted the offer electronically, Qurkies BV will immediately confirm electronically the receipt of the acceptance of the offer. As long as the receipt of this acceptance is not confirmed, the client can terminate the agreement.

4D Qurkies BV is always free, without stating reasons, not to accept an offer accepted by a client. If the client has already made payment to Qurkies BV, Qurkies BV will immediately refund this amount to the client after refusal.

#### Article 5 Delivery

5A The client can have the ordered products sent to an address to be determined by himself.

5B The costs for shipment of products will be charged to the client, unless stated otherwise.

5C After an agreement has been concluded between Qurkies BV and the client, the products ordered by the client are in principle dispatched by Qurkies BV within five (5) working days. Any longer delivery times are mentioned with the article.

5D If Qurkies BV cannot meet the delivery time as described in article 5C, a further delivery time will be indicated. If Qurkies BV is unable to deliver the product ordered by the client within thirty (30) days, the client can terminate the agreement.

5E If there is a temporary closure of the web shop, due to holidays or other causes, delivery times may be longer. If this is the case, Qurkies BV will clearly state this on the website.

5F If a client wishes to receive an ordered product urgently, the client can always contact Qurkies BV to speed up the shipping process. However, Qurkies BV cannot guarantee that this can actually be done.

#### Article 6 Return of products

6A After receipt of the ordered products, the client has fourteen (14) calendar days, on the basis of his right of withdrawal, to return the ordered product to Qurkies BV without giving any reason.

6B During this period, the consumer will handle the product and packaging carefully. He will only unpack or use the product to the extent that 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 Qurkies BV, in accordance with the reasonable and clear instructions provided by Qurkies BV.

6C Qurkies BV will, after receipt of the product, return the invoice value (product value + shipping costs) of the product to the client within five (5) working days.

6D If the client uses his right of withdrawal, the risk and the costs of shipping will be charged to the client.

6E From the moment of receipt of the products, the client must take all appropriate measures to prevent damage to the product and / or packaging.

6F If the client returns a damaged product or a product to Qurkies BV in a damaged packaging, Qurkies BV is entitled to subject the repair costs for this damage from the amount to be refunded.

6G The client cannot exercise his right of withdrawal if the ordered product is made according to personal preferences of the client (printed) because we can no longer resell.

6H Exclusion of right of withdrawal applies to all exceptions as stated in article 7: 46d paragraph 4 of the Dutch Civil Code.

#### Article 7 Guarantee

7A The client must check the delivered products immediately upon receipt. Any defective products must be reported to Qurkies BV immediately after discovery and no later than a period of three (3) days after receipt of the goods by the client.

7B If the complaints are upheld by Qurkies BV, the client will be offered repair, a replacement product or a refund of the invoice value of the product.

7C The client is aware that Qurkies BV supplies products made of cork. Cork is a natural product that may require more care than other toys. Guarantees do not apply if there are deviations from the user instructions as found on the

packaging as well as on the website [www.qurkies.com](http://www.qurkies.com).

7D Warranty period for all products of Qurkies BV is one (1) month. Any additional warranty period provided by Qurkies BV, manufacturer or importer does not affect the legal rights of the client.

7E The client is not entitled to warranty as described in this article if it is established that the lack of a product has arisen due to the client.

7F Qurkies BV is not responsible for the quality of a supplied image file. Qurkies BV will contribute ideas and assist with the delivery of visual material according to the right specifications, but the final responsibility lies with the client.

#### Article 8 Price & payment

8A Prices stated on the website of Qurkies BV include VAT and other government levies.

8B After the agreement has been concluded, prices cannot be increased, except for any price changes on which Qurkies BV has no influence, such as VAT rates.

8C Payment can be made in the following ways:

during the conclusion of an agreement by means of electronic payments (iDeal), or;

by means of prior transfer or;

with credit card.

8D Any inaccuracies in the invoicing must be reported directly to Qurkies BV by the client, after which Qurkies BV will correct the amount.

8E Inaccuracies in the billing do not release the client from any payment obligations or other obligations laid down in these conditions.

#### Article 9 Reservation of property

9A The products delivered by Qurkies BV remain the property of Qurkies BV until the moment the client has properly fulfilled all obligations from the agreement concluded with Qurkies BV.

9B In the event that Qurkies BV invokes the retention of title, the relevant agreement shall be deemed to have been dissolved, without prejudice to the right of Qurkies BV to claim compensation for damage, lost profit and interest.

9C The contents of Qurkies BV website, including but not limited to: the texts, images, design, photographs, image and / or sound material, brands and domain names, are the property of Qurkies BV and are protected by copyright and intellectual or industrial property rights that exist under applicable law. Users of the website are not permitted to reproduce the website or any part thereof or to make it available without the permission of Qurkies BV.

9D All copyrights and intellectual property are and remain the exclusive property of Qurkies BV. In both agreements between the advertiser and Qurkies BV as well as in these terms of use, no provision can be interpreted in a way that this is not the case.

9E The execution of the assignment by Qurkies BV may entail that works by third parties within the meaning of the Dutch Copyright Act or any other work protected by an intellectual property right is reproduced and / or published. Publication, reproduction and / or use of such works (for example photographs, paintings, drawings and logos) by the Buyer may only take place with the consent of the rightful claimant.

9F The client warrants that it is authorized to instruct Qurkies BV to use an image, photo, drawing or logo in the production and delivery process and that the rights of third parties are not infringed. The Client indemnifies Qurkies BV against all possible claims by third parties in respect of any (intellectual property) right in respect of products ordered by the client.

#### Article 10 Force majeure

10A Qurkies BV is not obliged to fulfill any obligations towards the client if he is prevented from doing so as a result of a circumstance that is not due to his fault, nor under the law, a legal act or generally accepted for his account.

10B Qurkies BV can suspend the obligations under the agreement during the period that the force majeure continues. If the force majeure lasts longer than a period of thirty (30) days, both the client and Qurkies BV are entitled to dissolve the agreement, without any obligation to compensate the damage suffered by the other party.

#### Article 11 Liability

11A If Qurkies BV is held liable, any liability of Qurkies BV is limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.

11B Qurkies BV is only liable for direct damage. Direct damage should only be understood as:

the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions.

any reasonable costs incurred due to the faulty performance of Qurkies BV

to have the agreement answered, insofar as these can be attributed to Qurkies BV

reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in this article.

11C Qurkies BV excludes all liability for indirect damage suffered by the use of the products supplied by Qurkies BV, with the exception of situations in which the damage is directly due to intent or gross negligence on the part of Qurkies BV, its management and / or managerial staff.

11D Qurkies BV is in any case never liable for consequential damage and damage due to missed savings.

#### Article 12 Complaints

12A Any clients who have complaints about products and / or services supplied by Qurkies BV must do so as soon as possible and in any case within fourteen (14) days; detailed, complete and written to Qurkies BV.

12B After a complaint has been submitted by a client to Qurkies BV, Qurkies BV will respond within no more than five (5) working days. Should Qurkies BV not be able to respond substantively to the complaint within this period, then Qurkies BV will give an indication when the complaint can be discussed extensively.

12C The client and Qurkies BV will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

#### Article 13 Applicable law and disputes

All legal relationships to which Qurkies BV is a party are governed exclusively by Dutch law.

#### Article 14 Privacy Policy

14A Qurkies BV only stores and uses the personal data that is directly entered or of which it is clear that it is provided to Qurkies BV. This information is included in the client file of Qurkies BV for the execution of an agreement. You hereby consent to the use of this data for the following purposes by providing the data:

the processing of orders

sending mailings by Qurkies BV

14B Cookies: Qurkies BV may collect and analyse information about the use of this internet site, including the domain name, the number of hits, the pages visited, previous and subsequent websites visited and the duration of the user session. This data can be collected with the help of a cookie. A cookie is a small text file that our webpage server places on your hard disk. You can allow or prevent the use of cookies, if desired, by changing the settings of your browser.

14C Changes to privacy policy: Qurkies BV reserves the right to make changes to this privacy policy. The most recent version will always be available on this page. Questions for access and changes in your personal data or complaints about privacy can be directed to: Qurkies BV, 0031 (0) 629603056, hello@qurkies.com, www.qurkies.com