

Terms and Conditions - v1

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TERMS AND CONDITIONS

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ARTICLE 1 - DEFINITIONS

The following definitions apply in these terms and conditions:

1. COOLINGTIME: 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 who enters into a distance contract with the entrepreneur;
3. DAY: calendar day;
4. DURATION OF TRANSACTIONS: a distance agreement with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. SUSTAINABLE DATA CARRIER: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unaltered reproduction of the stored information;
6. RIGHT OF WITHDRAWAL: the possibility for the consumer to cancel the distance contract within the cooling-off period;
7. MODEL FORM: the model form for withdrawal that the entrepreneur makes available that a consumer can fill in when he wants to make use of his right of withdrawal.
9. REMOTE AGREEMENT: an agreement whereby, in the context of a system for distance selling of products and/or services organized by the entrepreneur up to and including the conclusion of the agreement, only one or more techniques for distance communication are used;
10. REMOTE COMMUNICATION TECHNIQUE: means that can be used to conclude an agreement, without the consumer and trader being in the same place at the same time;
11. GENERAL CONDITIONS: the present General Terms and Conditions of the entrepreneur.

ARTICLE 2 - IDENTITY OF THE ENTREPRENEUR

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Chamber of Commerce number: 74083171

ARTICLE 3 - APPLICABILITY

1. These general terms and conditions apply to every offer from the entrepreneur and to every conclusion distance agreement and orders between entrepreneur and consumer.
2. Before the distance agreement is concluded, the text of this general terms and conditions is submitted to the made available to the consumer. If this is not reasonably possible, before the distance agreement is concluded, it is indicated that the general terms and conditions can be viewed by te entrepreneur and they are available upon request from the consumer as quickly as possible free of charge.
3. If the distance contract is concluded electronically, in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions electronically to the consumer made available in such a way that it is made simple by the consumer can be stored on a durable data carrier. If this is not reasonably possible, the distance agreement is concluded, indicate where of the general terms and conditions electronically can be taken and they are sent electronically or otherwise at the request of the consumer will be sent free of charge.
4. In the event that in addition to these general conditions also specific product or service conditions of apply, the second and third paragraphs applicable agreement and the consumer in the event of conflicting general conditions always rely on the applicable provision that is most favorable to him.
5. In one or more provisions in these general terms and conditions be void in whole or in part, at any time or be destroyed, then the agreement and these terms and conditions of the other and will determination without delay by mutual agreement be replaced by a provision that the trust of the original approached as much as possible.
6. Situation not listed in these terms and conditions are governed, should be assessed 'in spirit' of this general terms and conditions.
7. Lack of clarity about the interpretation or content of one or more provisions of our terms and conditions, must be interpreted to be 'in spirit' of these general conditions.

ARTICLE 4 - THE OFFER

1. If an offer is subject to a limited duration or subject to conditions, this will be explicitly stated in the offer.
2. The offer is without obligation. The entrepreneur is entitled to change and adapt the offer.
3. The offer includes a complete and accurate description of the products and/or services. The description is sufficiently detailed to a proper assessment of the offer to the consumer. If the entrepreneur uses images, these are true reflections of the products and/or services. Obvious mistakes or obvious errors in the offer shall not be binding on the entrepreneur.
4. All images, specifications data in the offer are indication and cannot give rise to compensation or dissolution of the agreement.
5. Images at products are a treu reflection of the products offered. Entrepreneur cannot guarantee that colors displayed exactly match the real colors of the products.
6. Every offer will contain such information that clear to consumer is what rights and obligations are involved to the acceptance of the offer. This concerns in particulier:
 - * the price included taxes;
 - * any costs of shipping;
 - * the way in wich the contract shall be concluded and wich actions this will require;
 - * whether or not application of the right of withdrawal;
 - * the method of payment, delivery or performance of the contract;
 - * the deadline for accepting the offer, or the period for adhering to the price guarantees;
 - * the level of the rate for distance communication, if the cost of using the means of distance communication are calculated on a basis other than the basic fee for the used means of communication;
 - * if the agreement after te signing is archived, and if so how the consumer can consult it;
 - * the way in wich the consumer, for the conclusion of the agreement, in the framework of the information can check and rectify;
 - * the languages in wich, in addition to the Dutch, the contract can be concluded;
 - * the codes of conduct in wich the entrepreneur has subject and method upon wich the consumer codes of conduct can consult by electronic means;
 - * the minimum duration of the contract in case of transaction duration;

* available sizes, colors, kind of materials.

ARTICLE 5 - THE AGREEMENT

1. The agreement is concluded, subject to the provisions of paragraph 4, at the time of acceptance the consumer of the offer and meeting the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm electronic receipt of the acceptance of the offer. As long as the receipt of this acceptance is not has been confirmed by the entrepreneur, the consumer can terminate the agreement.
3. If the agreement is concluded electronically, the entrepreneur will find appropriate technical and organizational measures to secure the electronic transfer of data and he ensures a secure web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within the law- inform whether the consumer is up to his payment obligations, as well as of all those facts and factors that are important to a responsible person entering into the distance agreement. If the entrepreneur has good grounds for doing so on the basis of this investigation not to enter into the agreement, he is entitled to refuse an order or request or to implement special conditions.
5. The entrepreneur will provide the consumer with the following information, in writing or in such a way whereas it can be stored in an accessible manner by the consumer on a durable medium, send along:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the way in which the consumer can exercise the right of withdrawal, then a clear statement regarding the exclusion of the right of withdrawal;
 - c. in the case of an extended transaction, the provision in the previous paragraph applies only to the first delivery.
 - d. each agreement is entered into under the suspensive conditions of sufficient availability of the relevant products

ARTICLE 6 - RIGHT OF WITHDRAWAL

upon delivery of products:

1. When purchasing products, the consumer has the option of entering the contract without giving reasons dissolve for 14 days. This reflection period starts on the day following receipt of the product by the consumer or a previously designated by the consumer and announced to the entrepreneur representative.
2. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use it to the extent necessary to be able to assess whether he wishes to use the product preserve. If he makes use of his right of withdrawal, he will provide the product with all supplied accessories and if reasonably possible - return to the entrepreneur in the original condition and packaging, in accordance with the entrepreneur provided reasonable and clear instructions.
3. If the consumer wishes to make use of his right of withdrawal, he is obliged to do so within 14 days, after receipt of the product, to make known to the entrepreneur. The consumer must make this known using the model form. After the consumer has indicated that he wants to make use of his right of withdrawal, the consumer must return the product within 14 days. The consumer must prove that the delivered goods are returned in time, for example by means of proof of shipment.
4. If the consumer, after the expiry of the periods referred to in paragraphs 2 and 3, has not indicated that he wishes to use of his right of withdrawal resp. the product has not been returned to the entrepreneur, the purchase is a fact. - With delivery of services:
5. Upon delivery of services, the consumer has the option to terminate the contract without giving reasons dissolve for at least 14 days, starting on the day of entering into the agreement.
6. To make use of his right of withdrawal, the consumer will focus on the information provided by the trader reasonable and clear instruction with regard to the offer and/or at the latest upon delivery.

ARTICLE 7 - COSTS IN CASE OF WITHDRAWAL

1. If the consumer makes use of his right of withdrawal, his costs of return will occur at most.
2. If the consumer has paid an amount, the entrepreneur will charge this amount as soon as possible, but at the latest refund within 14 days after cancellation. The condition is that the product has already been received back can be submitted by the online retailer or conclusive proof of complete return. Refund will be made using the same payment method used by the consumer unless the consumer expressly gives permission for another payment method.
3. The consumer is liable for damage to the product due to improper handling by the consumer himself for any depreciation of the product.
4. The consumer cannot be held liable for any depreciation of the product when the entrepreneur not all legally required information about the right of withdrawal has been provided, this must be done before concluding the

purchase agreement.

ARTICLE 8 - EXCLUSION RIGHT OF WITHDRAWAL

1. The entrepreneur can exclude the consumer's right of withdrawal for products as described in paragraphs 2 and 3.
2. Exclusion of the right of withdrawal is only possible for products;
 - a. that have been established by the entrepreneur in accordance with the consumer's specifications;
 - b. that are clearly personal in nature;
 - c. that cannot be returned due to their nature;
 - d. that can spoil or age quickly;
 - e. whose price depends on fluctuations in the financial market over which the entrepreneur has no influence;
 - f. for individual 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.
3. Exclusion of the right of withdrawal is only possible for services:
 - a. concerning accommodation, transport, restaurant business or leisure activities to be carried out on a specific date or during a certain period;
 - b. whose delivery has begun with the express consent of the consumer before the cooling-off period has expired;
 - c. concerning bets and lotteries.

ARTICLE 9 - THE PRICE

1. During the validity period stated in the offer, the prices of the products offered and/or services are not increased, subject to price changes due to changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur may offer products or services the prices of which are dependent on offering fluctuations in the financial market over which the entrepreneur has no influence, with variable prices. This link to fluctuations and the fact of any prices are included in the offer mention.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they do so are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes place is going.
5. The prices stated in the range of products or services include VAT.
6. All prices are subject to printing and typing errors. For the consequences of printing and typesetting errors no liability is accepted. In the case of printing and typing errors, the entrepreneur is not obliged to use the product according to the incorrect one to deliver.

ARTICLE 10 - CONFORMITY AND WARRANTY

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the in the offer specifications specified, the reasonable requirements of reliability and/or usability and the date of conclusion of the agreement existing legal 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 on the basis of the agreement.
3. Any defects or incorrectly delivered products must be submitted to the entrepreneur within 4 weeks of delivery be notified in writing. Return of the products must be in the original packaging and in new condition.
4. The entrepreneur's warranty period corresponds to the factory warranty period. However the entrepreneur is too 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 warranty does not apply if:
 - * The consumer has repaired and/or modified the delivered products himself or had them repaired by third parties and/or editing;
 - * The delivered products have been exposed to abnormal circumstances or otherwise become careless have been

treated or are in conflict with the instructions of the entrepreneur and/or have been treated on the packaging;

* The defectiveness is wholly or partly the result of regulations that the government has or will set with regard to the nature or quality of the materials used.

ARTICLE 11 - DELIVERY AND EXECUTION

1. The entrepreneur will take the greatest possible care when receiving and during implementation of product orders and in the assessment of requests for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. Taking into account what is stated about this in paragraph 4 of this article, the company will accept accepted orders carry out with due speed but at the latest within 30 days, unless the consumer has agreed to a longer delivery time. If the delivery is delayed, or if an order is not or only partially can be carried out, the consumer receives this no later than 30 days after he has placed the order message. In that case the consumer has the right to terminate the agreement without costs. The consumer is not entitled to compensation.
4. All delivery times are indicative. The consumer cannot derive any rights from any specified periods. Exceeding a term does not entitle the consumer to compensation.
5. In the event of dissolution in accordance with paragraph 3 of this article, the entrepreneur will pay the amount that the consumer has paid refund as soon as possible, but no later than within 14 days after dissolution.
6. If delivery of an ordered product appears to be impossible, the entrepreneur will endeavor to make a replacement item available. At the latest at the delivery will be clear and understandable reported that a replacement item is being delivered. With replacement items the right of withdrawal cannot be excluded. The costs of a possible return shipment are at the expense 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 representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

ARTICLE 12 - DURATION TRANSACTIONS: DURATION, CANCELLATION AND EXTENSION

Termination

1. The consumer can enter into an agreement that has been entered into for an indefinite period of time and that extends to regular delivery of products (including electricity) or services, cancel at all times with due observance of this agreed cancellation rules and a cancellation period of at most one month.
2. The consumer may enter into a contract that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at all times towards the end of the specified duration cancel with due observance of the agreed termination rules and a cancellation period of at most one month.
3. The consumer can the agreements mentioned in the previous paragraphs:
 - * cancel at any time and not be limited to cancellation at a specific time or in a specific period;
 - * cancel at least in the same way as they are entered into by him;
 - * always cancel with the same cancellation period as the entrepreneur has stipulated for himself.

- Extension

4. An agreement that has been concluded for a limited time and that extends to the regular delivery of products (electricity included) or services, may not be tacitly renewed or renewed for an certain period of time.
5. Contrary to the previous paragraph, an agreement may be entered into for a definite period of time and which extends to the settled delivery of daily, news and weekly newspapers will be tacitly extended for a specific duration of up to three months, if the consumer can cancel this extended agreement with a notice period of at most one month.
6. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services, may only be tacitly extended for an indefinite period if the consumer is allowed at all times cancel with a notice period of at most one month and a notice period of at most three months in case the agreement extends to the regular, but less than once a month, delivery of a day, news and information magazines.
7. A contract with a limited duration for the regular delivery of daily news and weekly newspapers and for acquaintance (trial or introductory subscription) is not tacitly continued and ends automatically after expiration of the trial or introductory period.

- Expensive

8. If an agreement has a duration of more than one year, the consumer may after all the agreement at all terminate the contract with a notice period of at most one month, unless reasonableness and fairness are contrary cancellation before the end of the agreed duration.

ARTICLE 13 - PAYMENT

1. Unless otherwise agreed, the amounts owed by the consumer must be paid within 7 working days after the start of the reflection period as referred to in article 6 paragraph 1. In the event of an agreement to provide a service, this period starts after the consumer received the confirmation of the agreement.
2. The consumer has the duty to immediately report inaccuracies in payment data provided or specified to the entrepreneur.
3. In the event of a default on the part of the consumer, the entrepreneur has the right, subject to legal restrictions, to charge reasonable costs made known to the consumer in advance.

ARTICLE 14 - COMPLAINTS PROCEDURE

1. The entrepreneur has a well-publicized complaints procedure and handled the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be fully and clearly described within 7 days submitted to the entrepreneur after the consumer has found the defects.
3. Complaints submitted to the entrepreneur are counted within a period of 14 days from the date of receipt answered. If a complaint requires a foreseeable longer processing time, the entrepreneur will reply within the period of 14 days with an acknowledgement of receipt and an indication when the consumer expect a more detailed answer.
4. If the complaint can not be solved in mutual consultation, a dispute arises that is susceptible to the dispute settlement.
5. In the event of complaints, a consumer must first of all turn to the entrepreneur. If the webstore is affiliated with the WebwinkelKeur Foundation and complaints that can not be resolved in mutual consultation serve the consumer to turn to stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate for free. Check if this webstore has a current membership via <https://www.webwinkelkeur.nl/leden/> . If not yet one solution, the consumer has the option to have his complaint handled by the Foundation WebwinkelKeur appointed independent dispute committee, the ruling thereof is binding and both entrepreneur and consumer agree with this binding decision. To submit a dispute to this Disputes Committee are costs that the consumer must pay to the person concerned Commission. It is also possible to report 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 justified by the entrepreneur, the entrepreneur will choose the one or the delivered one replace or repair products free of charge.

ARTICLE 15 - DISPUTES

1. On agreements between the entrepreneur and the consumer to which these general conditions apply only Dutch law applies. Even if the consumer is living abroad.
2. The Viennese buying behavior does not apply.

ARTICLE 16 - ADDITIONAL OR DIFFERENT PROVISIONS

Additional or deviating provisions 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 in an accessible manner on a durable medium by the consumer.

8. ENTREPRENEUR: the natural or legal person who offers products and/or services to consumers at a distance;