

Terms and Conditions - v1

chill-line-care-nl

02-11-2022

General Terms and Conditions LCK Nederland B.V. / webshops

Content:

Article 1 definitions
Article 2 identity of the entrepreneur
Article 3 applicability
Article 4 offer
Article 5 price
Article 6 agreement
Article 7 right of withdrawal
Article 8 client's obligations during the reflection period
Article 9 exercising the client's right of withdrawal and the costs
Article 10 entrepreneur's obligation in case of withdrawal
Article 11 exclusions of the right of withdrawal
Article 12 compliance
Article 13 delivery and execution
Article 14 payment
Article 15 complaints procedure
Article 17 applicable law

Article 1, definitions

In these Terms and Conditions, the following terms shall have the following meanings:

agreement: an agreement in which the client acquires products or services, with respect to a distance agreement and these goods and/or services are delivered by the Entrepreneur or a third party on the basis of an arrangement between this third party and the Entrepreneur.;

client: the natural person who does not act for purposes related to his/her commercial trade, craft or professional activities;

day: calendar day;

distance contract: a contract concluded by the Entrepreneur and the client within the scope of an organized system for distance selling products and/or services, whereby exclusive or additional use is made of one or more technologies of distance communication up to the conclusion of the contract;

entrepreneur: LCK Nederland B.V.;

reflection period: the period during which the client may use his right of withdrawal;

right of withdrawal: the client's option not to proceed with the distance agreement within the cooling-off period;

form for withdrawal: the European standard form for withdrawal

sustainable data carrier: any means, including e-mail, that allow the client or the Entrepreneur to store information directed to him/her personally in such a manner that makes future consultation and use possible during a period that matches the purpose for which the information is destined and which makes unaltered reproduction of the stored information possible.

technology for distance communication: any means to be used for concluding an agreement without the client and the Entrepreneur being together in the same place at the same time.

Article 2, the identity of the entrepreneur

LCK Nederland B.V., P.O. Box 16, 7390 AA Twello
Hunneperkade 12, 7418 BT Deventer - Holland -
T (+31) 571 270 327 www.lcknederland.nl

Office hours:

Mo-Thu 09:00 - 12:00 / 13:00 - 17:00

Fr 09:00 - 12:00 / 13:00 - 15:00

KvK: 51069229

BTW: NL 823 075 928 B01

Article 3, applicability

These General Terms and Conditions apply to any offer from the entrepreneur and to any distance contract concluded by the entrepreneur and the client. Before concluding a distance contract, the entrepreneur has made the text of these General Terms and Conditions available on the website. The text of these General Terms and Conditions can be viewed electronically and they can be sent at the client's request, free of charge, either via e-mail or otherwise;

Article 4, offer

If an offer is of limited duration or if certain conditions apply, it shall be explicitly stated in the offer.

The offer contains a full and accurate description of the products and/or services offered. The description is suitably detailed to enable the client to assess the products or services adequately. Pictures are truthful images of the products and/or services provided. Obvious errors or mistakes in the offer do not bind the entrepreneur. All offers contain such information that it is clear to the client what rights and obligations are attached to accepting the offer.

Article 5, the price

All prices indicated in the webshop are including Dutch VAT.

Article 6, contract

The contract becomes valid when the client has accepted the offer and fulfilled the terms and conditions set.

Article 7, right of withdrawal

The client can repudiate a purchase contract for a product without giving reasons for a period of reflection of 14 days. The entrepreneur may ask the client about the reason for the withdrawal but cannot force him to state his reason(s).

The reflection period starts on the day the product is received by the client or by a third party appointed by him in advance and who is not the carrier, or if the client ordered several products in the same order: the day on which the client or a third party appointed by him received the last product.

Article 8, client's obligations during the time of reflection During this period, the client shall handle the product and the packaging with care. The client shall only unpack the product to the extent necessary for establishing the nature and the characteristics of the product. The guiding principle is that the client may only handle and inspect the product in the manner in which one is allowed to handle a product in a shop.

Article 9, Exercising the client's right of withdrawal and the costs If the client exercises his right of withdrawal he shall notify the entrepreneur unambiguously with the standard form for withdrawal within the period of reflection. The client shall return the product or deliver it to the entrepreneur as soon as possible but within 14 days counting from the day following the notification has been sent. The client shall return the product in the original state and packing and in conformity with the instructions given by the entrepreneur. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal fall on the client. The client shall bear the direct costs of returning the product.

Article 10, entrepreneur's obligations in case of withdrawal

The entrepreneur shall promptly send a return receipt after receiving notification of withdrawal. The entrepreneur shall reimburse all payments made by the client., including paid delivery costs as soon as possible but within 14 days following the day on which the Entrepreneur has received the product. The entrepreneur shall make use of the same means of payment that the client used, unless the client consents to another method. The reimbursement is free of charge for the client. If the client opted for a more expensive method of delivery instead of the cheapest standard delivery, the Entrepreneur need not reimburse the additional costs for the more expensive method.

Article 11 - Exclusion of the right of withdrawal

The Entrepreneur excludes the following products and services from the right of withdrawal: Products manufactured in accordance with the Client's specifications which are not prefabricated and which are produced on the basis of a client's individual choice of colour or mixture.

Article 12 performance of an agreement

The entrepreneur guarantees that the products and/or services comply with the agreement, with the specifications listed in the product description and manuals, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the contract was concluded. The entrepreneur is not responsible for any damages that may occur due to wrong usage of the product or to not following the instructions/manuals.

Article 13, delivery and execution

The entrepreneur shall exercise the best possible care when booking orders and executing product orders and when assessing requests for the provision of services. The place of delivery is at the address given by the client to the entrepreneur. The entrepreneur shall execute accepted orders with convenient speed but at least within 30 days, unless another delivery period was agreed on. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the client shall be informed about this within one month after ordering. In such cases, the client is entitled to repudiate the contract free of charge. The entrepreneur shall return the payment made by the client promptly but at least within 30 days after repudiation. The risk of loss and/or damage to products will be borne by the entrepreneur until the time of delivery to the client or a representative appointed in advance and made known to the client, unless explicitly agreed otherwise.

Article 14, payment

The following means of payment are available: credit card, pay pal, banktransfer, IDEAL and Mr cash.

Article 16, complaints procedure

Complaints about the performance of the contract shall be submitted fully and clearly described to the Entrepreneur within 2 days after the client discovered the defects. The complaints submitted to the Entrepreneur shall be replied within a period of 14 days after the date of receipt. Should a complaint require a foreseeable longer time for handling, the Entrepreneur shall respond within 14 days with a notice of receipt and an indication when the client can expect a more detailed reply. The usage of our products by the consumer is out of the entrepreneurs control. It is therefore that the entrepreneur cannot be held responsible for any damages that may occur due to wrong usage and/or not following instructions or manuals.

Article 15, applicable law

Contracts between the Entrepreneur and the client to which these General Terms and Conditions apply, are exclusively governed by Dutch law.