

Terms and Conditions - v7

Cwali

04-04-2019

TERMS & CONDITIONS

1. General:

These Terms and Conditions shall manage your use of our Cwali webshop accessible at [HTTPS://www.cwalishop.com](https://www.cwalishop.com). By using this Website, you agree to accept all terms and conditions written in here.

2. Your Privacy:

Cwali respects the privacy of the visitors and customers at this webshop and ensures that the personal data provided to Cwali is kept confidential. Cwali acts hereby in accordance with the relevant provisions of the Data Protection Act (Wet Bescherming Persoonsgegevens). Cwali uses the personal data to process orders as quickly and easily as possible and provide Customers with the most complete service possible. Furthermore, Cwali shall not sell or trade any provided data to third parties. The data of the Customer shall only be made available to third parties that are directly involved in carrying out the order.

3. Reaching the seller:

Your contractual partner for all orders at this webshop is Cwali, represented by Corné van Moorsel (sole proprietor), Einsteinstraat 4H, 6227BX Maastricht, Netherlands.

4. Cancellation right:

--- Customers have the right to cancel within fourteen days. The cancellation period will expire after 14 days from the day the good(s) arrive(s) at the customer's address or at the customers' chosen pick-up depot.

--- Consequences of cancellation:

- If a customer cancels their purchase, we will reimburse to you all payments received, including the costs of delivery, not later than fourteen days after the day on which we are informed about your decision to cancel. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

- You shall send back the goods without undue delay and in any event not later than fourteen days from the day on which you communicate your cancellation to us.

- You shall bear the delivery cost of returning the goods.

5. Delivery time:

- Goods will be in transport within a few days on average, unless stated otherwise at the product's information. Once in transport, the delivery time within the EU is about 1-5 days, worldwide 1-2 weeks, on average.

- If the delivery time, starting to count at the day the good(s) is/are handed over to the transport company, takes more than 2 weeks within the EU, or more than 1 month worldwide, the customer can cancel the order, to get a refund of the complete payment for the good(s) and delivery costs.

- If failure to comply with the delivery time results from an act of nature, labour conflict, war, unforeseen obstacles, or other circumstances beyond our control, the delivery period shall be extended appropriately.

6. Delivery address failure:

If a shipment is returned because the customer gave incorrect information on the delivery address, a new attempt at delivery will be made by Cwali only if the customer adjusts their address and pays the effective shipping cost to the given address again.

7. Damaged or incomplete received goods:

If a good arrives damaged or incomplete, the customer has the right to get replacement parts or the complete good, new, re-delivered, without new costs.

In case of re-sending a game to replace a damaged game, the customer gets asked to cooperate as much as possible in auctioning the damaged game. Profit of this auctioning goes to Cwali.

8. Variation in the goods:

Deviations: Small deviations and changes compared to this webshop's images or descriptions are possible.

9. Warranty:

Cwali warrants that the sold good(s) reach the customer free from material and manufacturing defects, and that in the following 12 months the goods remain usable when used normal and carefull.

In case of lost or spoiled parts, these parts can get replaced if in stock, for free or for a small fee to be determined by Cwali.

10. Intellectual Property Rights:

Cwali owns all the intellectual property rights of the articles for sale at this Webshop.

11. Variation of Terms:

Cwali is permitted to revise these Terms at any time as it sees fit. Orders which have been received prior to any changes will be processed in accordance with the then valid Terms&Conditions.

12. Dispute Resolution:

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>.

We are neither obligated nor willing to participate in dispute settlement proceedings before a dispute resolution body.

13. Governing Law & Jurisdiction:

These Terms will be governed by and interpreted in accordance with the laws of Netherland, using courts located in Netherland for the resolution of any disputes.